

Exhibit B

**DEBTORS' REQUESTS FOR PRODUCTION OF DOCUMENTS TO
SAMUEL BANKMAN-FRIED**

Please take notice that, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, FTX Trading Ltd., and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) hereby serves the following requests for production of documents or categories of documents to Samuel Bankman-Fried, to be produced to the Debtors in accordance with the Definitions and Instructions below (the “Requests”).

DEFINITIONS

1. The term “Alameda” refers to, collectively, Alameda Research LLC and its subsidiary Debtors.
2. The term “any” means “each and every,” “any and all,” and “any one.”
3. The term “Bahamian Authority” shall refer to the Securities Commission of the Bahamas, the Office of the Attorney General and Ministry of Legal Affairs of the Bahamas, the Office of the Prime Minister of the Bahamas, and any other Person associated with or acting as an agent of the Commonwealth of the Bahamas.
4. The term “Binance” refers to, collectively, Binance Holdings Ltd., and any affiliated entities including Binance Capital Management Co., Ltd. and those doing business as CoinMarketCap, Sakura Exchange, and Binance.US.
5. The term “concerning” is to be understood in its broadest sense and means concerning, constituting, identifying, evidencing, summarizing, commenting upon, referring to, relating to, arising out of, describing, digesting, reporting, listing, analyzing, studying, discussing, stating, setting forth, reflecting, interpreting, concerning, recording, including, negating, manifesting, containing, or comprising the subject matter identified.

6. **“Communication”** shall mean the transmittal of facts, ideas, thoughts, opinions, data, inquiries or otherwise and includes correspondence, memoranda, reports, presentations, face-to-face conversations, telephone conversations, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp, or other similar application), voice messages, negotiations, agreements, inquiries, understandings, meetings, letters, notes, telegrams, mail, e-mail and postings of any type. A Request for Documents concerning any Communication among or between specified parties includes a Request for any Communication among or between such parties, whether or not such Communication included or was directed to any other Person.

7. The term “**Debtors**” refers to, collectively, FTX Trading Ltd. and affiliated debtors and debtors-in-possession,¹ which filed voluntary Chapter 11 petitions under the Bankruptcy Code commencing these Chapter 11 cases.

8. The term “**Document**” is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), made applicable by Federal Rule of Bankruptcy Procedure 7034, and includes audio files, electronic text, e-mail message (including draft and deleted e-mail messages and all attachments to any e-mail message), text messages, spreadsheets, Communications, and other computerized data (together with all ancillary agreements and Documents related thereto, including any easement, deed of trust, memorandum of lease, release, settlement, guarantee, assignment, assumption, plan, financing statement, notice, or other agreement or other Document entered into or filed in connection therewith). This includes any written, recorded, or graphic matter, in any language, whether produced or reproduced or stored on paper, cards, tape, film, computer, electronic storage devices, or any other media and includes

¹ A complete list of the Debtors may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

papers, trade letters, envelopes, telegrams, cables, messages, correspondence, memoranda, notes, e-mail, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp or other similar application), reports, studies, press releases, comparisons, books, accounts, checks, audio and video recordings, pleadings, testimony, articles, bulletins, pamphlets, brochures, magazines, questionnaires, surveys, charts, newspapers, calendars, lists, logs, publications, notices, diagrams, instructions, diaries, meeting minutes, orders, resolutions, agendas and memorials, or notes of oral Communications, together with all notations on any of the foregoing, all originals, file copies or other unique copies of the foregoing and all versions of drafts thereof, whether used or not. A request for all Documents concerning a particular subject matter includes within its scope all Communications concerning that subject matter. A draft or non-identical copy is a separate Document within the meaning of this term.

9. The term "**Emergent**" means Emergent Fidelity Technologies Ltd.

10. The term "**FTX Digital Markets**" means FTX Digital Markets Ltd., the debtor in the Chapter 15 proceeding pending before the United States Bankruptcy Court for the District of Delaware captioned *In re FTX Digital Markets Ltd.*, Case No. 22-11217 (JTD), with respect to a provisional liquidation in the Commonwealth of the Bahamas.

11. The term "**FTX Entities**" means collectively all affiliates of the Debtors that have not filed voluntary Chapter 11 petitions in the United States under the Bankruptcy Code, including FTX Digital Markets.

12. The term "**FTX Group**" means collectively the Debtors and the FTX Entities.

13. The term "**including**" means "including, but not limited to," and "including, without limitation." It shall not be construed to limit the scope of any definition or Request herein.

14. The term "**Person**" includes both the singular and the plural, and means any natural

Person, business entity, corporation, cooperative, bureau, public corporation, partnership, joint venture, firm, trust, estate, group, club, association, institute, society, office, organization, and any governmental entity or department, agency, bureau, or political subdivision thereof, or any other organization or entity.

15. The term "**Token**" is to be understood in its broadest sense and means any virtual currency Token or a denomination of a cryptocurrency.

16. The term "**Wallet**" refers to any device, program or network address that holds any cryptocurrency or cryptocurrency key.

17. The term "**You**" or "**Your**" shall refer to Mr. Samuel Bankman-Fried and all representatives, agents, advisors, and all other Persons or entities acting or purporting to act on Your behalf.

18. Whenever necessary to bring Documents or other information within the scope of these Requests that might otherwise be construed to be outside their scope: (i) the use of a verb in any tense shall be construed as the use of that verb in all other tenses; (ii) the use of a word in its singular form shall be deemed to include within its use the plural form as well; and (iii) the use of a word in its plural form shall be deemed to include within its use the singular form as well.

19. These Document Requests are continuing and require supplemental responses if the Debtors (or another Person or entity acting on the Debtors' behalf) obtains additional information called for by the Request between the time of the original response and the conclusion of the Debtors' Chapter 11 proceedings (or any adversarial proceeding arising therefrom).

20. The Debtors reserve the right to supplement, amend, and clarify these Requests at any time.

INSTRUCTIONS

1. Except as otherwise noted, this Request requires the production of Documents created in or referencing the time period beginning from January 1, 2019 and continuing until the present (the “**Relevant Period**”).

2. All discovery in connection with these Requests shall be subject to and conducted in accordance with the terms of any protective or confidentiality orders entered by the Court.

3. Please respond separately to each Request and produce all Documents responsive to the Requests that are within Your possession, custody, or control, or in the possession, custody, or control of any other Person or entity acting or purporting to act on Your behalf.

4. If You cannot fully respond to one or more of the Requests after exercising due diligence to secure the information requested thereby, please so state, and specify: (a) the portion of each Request that cannot be responded to fully and completely; (b) what efforts were made to obtain the requested information; (c) the facts relied upon that support Your contention that the Request(s) cannot be answered fully and completely; and (d) any knowledge, information, or belief You have concerning the unanswered portion of any such Request(s).

5. If there are no Documents responsive to any particular Request, please state so in writing.

6. Unless instructed otherwise, each Request shall be construed independently and not by reference to any other Request for the purpose of limitation or exclusion.

7. Please answer each Request separately and fully.

8. If You contend that any information requested in a Request is privileged or otherwise immune from discovery, or if any Document is withheld from production based on a claim of privilege, immunity, or other ground, please furnish a log specifying: (a) the nature of

the privilege being claimed and, if the privilege is being asserted in connection with a claim or defense governed by state or foreign law, the specific state or foreign privilege rule being invoked; and (b) unless divulgence of such information would cause disclosure of the allegedly privileged information, (i) the type of Document, (ii) the general subject matter of the Document, (iii) the date of the Document, and (iv) such other information as is sufficient to identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author to the addressee, and the names of all entities that received a copy of the Document.

9. If a portion of an otherwise responsive Document contains information subject to a claim of privilege or protection, only that portion of the Document subject to such claim shall be redacted from the Document and the rest shall be produced.

10. In the event any Document responsive to any Request has been lost, discarded, or destroyed, that Document is to be identified by stating as completely as possible: (a) the authors or creators of the Document; (b) all Persons who received copies of the Document, including the Document's indicated and blind copy recipients; (c) the custodian of the Document; (d) the date of the Document; (e) the type of Document (*e.g.*, memorandum, letter, report, email, Signal message); (f) the Document's date of destruction or discard, manner of destruction or discard, and the reason for destruction or discard; and (g) the Persons authorizing and carrying out such destruction or discarding of the Document.

11. Please produce all Documents in the manner in which they are maintained in the ordinary course.

12. If any part of a Document is responsive to these Requests, the entire Document shall be produced, including any and all file folders within which the Document was contained,

transmittal sheets or memoranda, cover letters, exhibits, enclosures, comments or attachments to the Document in addition to the Document itself. For the avoidance of doubt, in the case of e-mail attachments, if either the e-mail or any of its attachments is responsive, produce the e-mail and all of the attachments.

13. All Documents shall be produced in such fashion as to identify the custodian or department in whose possession the Document was found and the business address of each Document's custodian(s).

14. The fact that a Document is produced by another party does not relieve You of the obligation to produce Your copy of the same Document, even if the two Documents are identical.

15. If You claim any ambiguity in interpreting a Request, definition, or instruction, You should not use that claim as a basis for refusing to respond, but shall set forth as part of Your response the language deemed to be ambiguous, and shall comply with any portion of the Request that You do not contend is ambiguous.

DOCUMENTS TO BE PRODUCED

1. All Documents concerning any assets of the Debtors, FTX Entities, Emergent, or any of their respective customers or other creditors, or any funds, fiat currency, Tokens or other digital assets, or other items of value transferred by, to, or from, or encumbered by any of the Debtors, the FTX Entities, or Emergent.

2. All Documents concerning any payments, digital assets, real estate, fiat currency, or other assets received from any of the entities in the FTX Group or Emergent, or from any officer, director or employee of any entity in the FTX Group or Emergent.

3. All Documents concerning the Debtors', the FTX Entities', or Emergent's business operations and financial performance.

4. All Documents concerning Your personal finances, including any investments, bank accounts, Wallets, securities brokerage accounts or similar holdings to which You had access, or the ability to direct someone to access, during the Relevant Period, and all statements, transaction records and other Documents associated therewith.

5. Documents sufficient to show the hosting exchanges or protocols for all Wallet addresses or accounts of any type owned, controlled by, or used by anyone trading or working on behalf of, or held in the name of or for the benefit of the Debtors or FTX Entities.

6. Documents sufficient to identify all bank accounts, depository accounts, payment process service accounts, brokerage accounts, or cryptocurrency exchange accounts owned, controlled by, or used by anyone working on behalf of, or held in the name of or for the benefit of, any of the Debtors, the FTX Entities, or Emergent.

7. All Documents concerning any audit of any of the Debtors or the FTX Entities.

8. All Documents reflecting public addresses of any Wallet held by You, the Debtors, or anyone associated with any of the Debtors or the FTX Entities.

9. All Documents concerning the corporate structure, corporate governance policies or practices, corporate formalities, or appointment and or removal of officers and directors of any of the Debtors, the FTX Entities, or Emergent.

10. All Documents concerning Your control, influence, or role at Alameda.

11. All Documents concerning the transfer of assets through or among the Debtors, the FTX Group, or Emergent, including internal policies and procedures regarding such transfers.

12. All Documents concerning the Debtors' and FTX Entities' risk management and automated liquidation systems, processes, and policies, including all Documents concerning how those systems, processes, and policies applied or did not apply to Alameda.

13. All Documents concerning Your decision to resign Your positions with the FTX Group.

14. All Documents concerning Your decision to appoint John J. Ray III as CEO of the FTX Group.

15. All Documents concerning payment by any entity within the FTX Group for any goods or services for the use or benefit of You or any of the following individuals:

- Barbara Fried
- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Constance Wang
- Daniel Friedberg
- George Lerner
- Jen Chan
- Joseph Bankman
- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame
- Ryne Miller
- Samuel Trabucco
- Zixiao “Gary” Wang

16. All Communications between You and any of the following individuals concerning the FTX Group or Emergent:

- Barbara Fried
- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Constance Wang
- Daniel Friedberg
- George Lerner
- Jen Chan
- Joseph Bankman
- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame
- Ryne Miller
- Samuel Trabucco
- Zixiao “Gary” Wang

17. All Documents concerning the minting or transfer of any digital assets (including Tokens) to, or at the direction of, any Bahamian Authority, or any Person affiliated with any Bahamian Authority, including all related Communications.

18. All Communications with any Bahamian Authority.

19. All Documents concerning any investments in or transactions with Moonstone Bank (previously known as Farmington State Bank) by or on behalf of You or any entity within the FTX Group.

20. All Documents concerning any payments or other transfers of value to any political campaigns, politicians, political action committees, political parties, or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Zixiao “Gary” Wang, Caroline Ellison, Nishad Singh, or Ryan Salame.

21. All Documents concerning any payments or other transfers of value to charities, non-governmental organizations, or similar entities or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Zixiao “Gary” Wang, Caroline Ellison, Nishad Singh, or Ryan Salame.

22. All Documents concerning Your, the Debtors’, or the FTX Entities’ retention or destruction of Documents during the Relevant Period.

23. Documents sufficient to identify any social media, e-mail, and any other messaging accounts used or controlled by You during the Relevant Period.

24. All Communications sent or received from personal e-mail accounts (including Gmail) or instant messaging accounts concerning the FTX Group or assets of the FTX Group or Alameda.

25. All Documents concerning any potential purchase of, investment in, or divestiture from any of the FTX Group entities by Binance or any of Binance’s directors, officers, or controlling owners, or concerning any potential partnership or other transactions between any of the Debtors and Binance or any of Binance’s directors, officers, or controlling owners, including the Letter of Intent signed November 8, 2022.

26. All Documents concerning any attempts after January 1, 2022 to procure funding or debt or equity investments for any or all entities in the FTX Group.

27. All Documents concerning any contemplated, potential, or actual purchases of real estate by or for the permanent or temporary use of any current or former officers, directors, employees, or contractors of any entities within the FTX Group, or for their friends, families, or other Persons.

28. All Documents concerning any unauthorized accesses to the systems or digital assets of the FTX Group, including any access taking place on November 11, 2022 and November 12, 2022 not authorized by the Debtors.

29. All Documents concerning venture capital or other investments made by You or any entity within the FTX Group including Alameda's investment into Genesis Digital.

30. All Documents concerning the purported \$4 billion of liquidity that came in "eight minutes" after the bankruptcy filing was completed, which you referenced in Your interview with Tiffany Fong published on November 29, 2022.

31. All Documents concerning, substantiating, or refuting the statements You made to Kelsey Piper, as reported in her November 16, 2022 Vox article, including the following:

- “[I]f I hadn't [filed Chapter 11 petitions], withdrawals would be opening up in a month with customers fully whole.”
- “[B]asically we get there if both a) EITHER Gary OR Nishad comes back[; and] b)we can win a jurisdictional battle vs Delaware.”
- “... [G]ary is scared, [N]ishad is ashamed and guilty.”

32. All Documents concerning, substantiating, or refuting the following tweets posted to Your twitter account @SBF_FTX:

- Your now-deleted tweet of 12:38 pm on November 7, 2022, which stated: “FTX has enough to cover all client holdings . . .”

- Your now-deleted tweet of 12:38 pm on November 7, 2022, which stated “A competitor is trying to go after us with false rumors. FTX is fine. Assets are fine.”
- Your tweet of 10:51 am on December 1, 2022, which stated: “When I filed, I’m fairly sure FTX US was solvent, and that all US customers could be made whole . . .”

32. All Documents concerning, substantiating, or refuting the following statements

You made during your November 30, 2022 interview with Andrew Ross Sorkin:

- “FTX U.S., to my knowledge — totally solvent.”
- “I don’t know the details of the house for my parents. I know it was not intended to be their long-term property. It was intended to be the company’s property.”

33. All Documents concerning the impact of the collapse of TerraUSD and LUNA on the FTX Group.

34. All Documents concerning the impact of the collapse of Three Arrows Capital (3AC) on the FTX Group.

35. All Documents concerning any minting, trading, lending, or borrowing activities involving FTT Tokens or Serum Tokens by any entities within the FTX Group.

Exhibit C

**DEBTORS' REQUESTS FOR PRODUCTION OF DOCUMENTS TO
ZIXIAO "GARY" WANG**

Please take notice that, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, FTX Trading Ltd., and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) hereby serves the following requests for production of documents or categories of documents to Zixiao “Gary” Wang, to be produced to the Debtors in accordance with the Definitions and Instructions below (the “Requests”).

DEFINITIONS

1. The term “Alameda” refers to, collectively, Alameda Research LLC and its subsidiary Debtors.
2. The term “any” means “each and every,” “any and all,” and “any one.”
3. The term “Bahamian Authority” shall refer to the Securities Commission of the Bahamas, the Office of the Attorney General and Ministry of Legal Affairs of the Bahamas, the Office of the Prime Minister of the Bahamas, and any other Person associated with or acting as an agent of the Commonwealth of the Bahamas.
4. The term “Binance” refers to, collectively, Binance Holdings Ltd., and any affiliated entities including Binance Capital Management Co., Ltd. and those doing business as CoinMarketCap, Sakura Exchange, and Binance.US.
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8. The term “**Document**” is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), made applicable by Federal Rule of Bankruptcy Procedure 7034, and includes audio files, electronic text, e-mail message (including draft and deleted e-mail messages and all attachments to any e-mail message), text messages, spreadsheets, Communications, and other computerized data (together with all ancillary agreements and Documents related thereto, including any easement, deed of trust, memorandum of lease, release, settlement, guarantee, assignment, assumption, plan, financing statement, notice, or other agreement or other Document entered into or filed in connection therewith). This includes any written, recorded, or graphic matter, in any language, whether produced or reproduced or stored on paper, cards, tape, film, computer, electronic storage devices, or any other media and includes

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papers, trade letters, envelopes, telegrams, cables, messages, correspondence, memoranda, notes, e-mail, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp or other similar application), reports, studies, press releases, comparisons, books, accounts, checks, audio and video recordings, pleadings, testimony, articles, bulletins, pamphlets, brochures, magazines, questionnaires, surveys, charts, newspapers, calendars, lists, logs, publications, notices, diagrams, instructions, diaries, meeting minutes, orders, resolutions, agendas and memorials, or notes of oral Communications, together with all notations on any of the foregoing, all originals, file copies or other unique copies of the foregoing and all versions of drafts thereof, whether used or not. A request for all Documents concerning a particular subject matter includes within its scope all Communications concerning that subject matter. A draft or non-identical copy is a separate Document within the meaning of this term.

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12. The term "**FTX Group**" means collectively the Debtors and the FTX Entities.

13. The term "**including**" means "including, but not limited to," and "including, without limitation." It shall not be construed to limit the scope of any definition or Request herein.

14. The term "**Person**" includes both the singular and the plural, and means any natural

Person, business entity, corporation, cooperative, bureau, public corporation, partnership, joint venture, firm, trust, estate, group, club, association, institute, society, office, organization, and any governmental entity or department, agency, bureau, or political subdivision thereof, or any other organization or entity.

15. The term "**Token**" is to be understood in its broadest sense and means any virtual currency Token or a denomination of a cryptocurrency.

16. The term "**Wallet**" refers to any device, program or network address that holds any cryptocurrency or cryptocurrency key.

17. The term "**You**" or "**Your**" shall refer to Mr. Zixiao "Gary" Wang and all representatives, agents, advisors, and all other Persons or entities acting or purporting to act on Your behalf.

18. Whenever necessary to bring Documents or other information within the scope of these Requests that might otherwise be construed to be outside their scope: (i) the use of a verb in any tense shall be construed as the use of that verb in all other tenses; (ii) the use of a word in its singular form shall be deemed to include within its use the plural form as well; and (iii) the use of a word in its plural form shall be deemed to include within its use the singular form as well.

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3. Please respond separately to each Request and produce all Documents responsive to the Requests that are within Your possession, custody, or control, or in the possession, custody, or control of any other Person or entity acting or purporting to act on Your behalf.

4. If You cannot fully respond to one or more of the Requests after exercising due diligence to secure the information requested thereby, please so state, and specify: (a) the portion of each Request that cannot be responded to fully and completely; (b) what efforts were made to obtain the requested information; (c) the facts relied upon that support Your contention that the Request(s) cannot be answered fully and completely; and (d) any knowledge, information, or belief You have concerning the unanswered portion of any such Request(s).

5. If there are no Documents responsive to any particular Request, please state so in writing.

6. Unless instructed otherwise, each Request shall be construed independently and not by reference to any other Request for the purpose of limitation or exclusion.

7. Please answer each Request separately and fully.

8. If You contend that any information requested in a Request is privileged or otherwise immune from discovery, or if any Document is withheld from production based on a claim of privilege, immunity, or other ground, please furnish a log specifying: (a) the nature of

the privilege being claimed and, if the privilege is being asserted in connection with a claim or defense governed by state or foreign law, the specific state or foreign privilege rule being invoked; and (b) unless divulgence of such information would cause disclosure of the allegedly privileged information, (i) the type of Document, (ii) the general subject matter of the Document, (iii) the date of the Document, and (iv) such other information as is sufficient to identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author to the addressee, and the names of all entities that received a copy of the Document.

9. If a portion of an otherwise responsive Document contains information subject to a claim of privilege or protection, only that portion of the Document subject to such claim shall be redacted from the Document and the rest shall be produced.

10. In the event any Document responsive to any Request has been lost, discarded, or destroyed, that Document is to be identified by stating as completely as possible: (a) the authors or creators of the Document; (b) all Persons who received copies of the Document, including the Document's indicated and blind copy recipients; (c) the custodian of the Document; (d) the date of the Document; (e) the type of Document (*e.g.*, memorandum, letter, report, email, Signal message); (f) the Document's date of destruction or discard, manner of destruction or discard, and the reason for destruction or discard; and (g) the Persons authorizing and carrying out such destruction or discarding of the Document.

11. Please produce all Documents in the manner in which they are maintained in the ordinary course.

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transmittal sheets or memoranda, cover letters, exhibits, enclosures, comments or attachments to the Document in addition to the Document itself. For the avoidance of doubt, in the case of e-mail attachments, if either the e-mail or any of its attachments is responsive, produce the e-mail and all of the attachments.

13. All Documents shall be produced in such fashion as to identify the custodian or department in whose possession the Document was found and the business address of each Document's custodian(s).

14. The fact that a Document is produced by another party does not relieve You of the obligation to produce Your copy of the same Document, even if the two Documents are identical.

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DOCUMENTS TO BE PRODUCED

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2. All Documents concerning any payments, digital assets, real estate, fiat currency, or other assets received from any of the entities in the FTX Group or Emergent, or from any officer, director or employee of any entity in the FTX Group or Emergent.

3. All Documents concerning Mr. Samuel Bankman-Fried's decision to resign his positions with the FTX Group and to appoint John J. Ray III as CEO of the FTX Group, including Your involvement in those decisions.

4. All Documents concerning the Debtors', the FTX Entities', or Emergent's business operations and financial performance.

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- Ryan Salame
- Ryne Miller
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14. All Communications between You and any of the following individuals concerning the FTX Group or Emergent:

- Barbara Fried
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- Ryan Salame
- Ryne Miller
- Samuel Bankman-Fried
- Samuel Trabucco

15. All Documents concerning the minting or transfer of any digital assets (including Tokens) to, or at the direction of, any Bahamian Authority, or any Person affiliated with any Bahamian Authority, including all related Communications.

16. All Communications with any Bahamian Authority.

17. All Documents concerning any investments in or transactions with Moonstone Bank (previously known as Farmington State Bank) by or on behalf of You or any entity within the FTX Group.

18. All Documents concerning any payments or other transfers of value to any political campaigns, politicians, political action committees, political parties, or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Samuel Bankman-Fried, Caroline Ellison, Nishad Singh, or Ryan Salame.

19. All Documents concerning any payments or other transfers of value to charities, non-governmental organizations, or similar entities or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Samuel Bankman-Fried, Caroline Ellison, Nishad Singh, or Ryan Salame.

20. All Documents concerning Your, the Debtors', or the FTX Entities' retention or destruction of Documents during the Relevant Period.

21. Documents sufficient to identify any social media, e-mail, and any other messaging accounts used or controlled by You during the Relevant Period.

22. All Communications sent or received from personal e-mail accounts (including Gmail) or instant messaging accounts concerning the FTX Group or assets of the FTX Group or Alameda.

23. All Documents concerning any potential purchase of, investment in, or divestiture from any of the FTX Group entities by Binance or any of Binance's directors, officers, or controlling owners, or concerning any potential partnership or other transactions between any of the Debtors and Binance or any of Binance's directors, officers, or controlling owners, including the Letter of Intent signed November 8, 2022.

24. All Documents concerning any attempts after January 1, 2022 to procure funding or debt or equity investments for any or all entities in the FTX Group.

25. All Documents concerning any contemplated, potential, or actual purchases of real estate by or for the permanent or temporary use of any current or former officers, directors, employees, or contractors of any entities within the FTX Group, or for their friends, families, or other Persons.

26. All Documents concerning any unauthorized accesses to the systems or digital assets of the FTX Group, including any access taking place on November 11, 2022 and November 12, 2022 not authorized by the Debtors.

27. All Documents concerning venture capital or other investments made by You or any entity within the FTX Group including Alameda's investment into Genesis Digital.

28. All Documents concerning the Debtors' or FTX Entities' Amazon Web Services database, and any access You had to it.

29. All Documents concerning the impact of the collapse of TerraUSD and LUNA on the FTX Group.

30. All Documents concerning the impact of the collapse of Three Arrows Capital (3AC) on the FTX Group.

31. All Documents concerning any minting, trading, lending, or borrowing activities involving FTT Tokens or Serum Tokens by any entities within the FTX Group.

Exhibit D

**DEBTORS' REQUESTS FOR PRODUCTION OF DOCUMENTS TO
NISHAD SINGH**

Please take notice that, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, FTX Trading Ltd., and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) hereby serves the following requests for production of documents or categories of documents to Nishad Singh, to be produced to the Debtors in accordance with the Definitions and Instructions below (the “Requests”).

DEFINITIONS

1. The term “Alameda” refers to, collectively, Alameda Research LLC and its subsidiary Debtors.
2. The term “any” means “each and every,” “any and all,” and “any one.”
3. The term “Bahamian Authority” shall refer to the Securities Commission of the Bahamas, the Office of the Attorney General and Ministry of Legal Affairs of the Bahamas, the Office of the Prime Minister of the Bahamas, and any other Person associated with or acting as an agent of the Commonwealth of the Bahamas.
4. The term “Binance” refers to, collectively, Binance Holdings Ltd., and any affiliated entities including Binance Capital Management Co., Ltd. and those doing business as CoinMarketCap, Sakura Exchange, and Binance.US.
5. The term “concerning” is to be understood in its broadest sense and means concerning, constituting, identifying, evidencing, summarizing, commenting upon, referring to, relating to, arising out of, describing, digesting, reporting, listing, analyzing, studying, discussing, stating, setting forth, reflecting, interpreting, concerning, recording, including, negating, manifesting, containing, or comprising the subject matter identified.
6. “Communication” shall mean the transmittal of facts, ideas, thoughts, opinions,

data, inquiries or otherwise and includes correspondence, memoranda, reports, presentations, face-to-face conversations, telephone conversations, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp, or other similar application), voice messages, negotiations, agreements, inquiries, understandings, meetings, letters, notes, telegrams, mail, e-mail and postings of any type. A Request for Documents concerning any Communication among or between specified parties includes a Request for any Communication among or between such parties, whether or not such Communication included or was directed to any other Person.

7. The term "**Debtors**" refers to, collectively, FTX Trading Ltd. and affiliated debtors and debtors-in-possession,¹ including Alameda Research LLC, which filed voluntary Chapter 11 petitions under the Bankruptcy Code commencing these Chapter 11 cases.

8. The term "**Document**" is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), made applicable by Federal Rule of Bankruptcy Procedure 7034, and includes audio files, electronic text, e-mail message (including draft and deleted e-mail messages and all attachments to any e-mail message), text messages, spreadsheets, Communications, and other computerized data (together with all ancillary agreements and Documents related thereto, including any easement, deed of trust, memorandum of lease, release, settlement, guarantee, assignment, assumption, plan, financing statement, notice, or other agreement or other Document entered into or filed in connection therewith). This includes any written, recorded, or graphic matter, in any language, whether produced or reproduced or stored on paper, cards, tape, film, computer, electronic storage devices, or any other media and includes papers, trade letters, envelopes, telegrams, cables, messages, correspondence, memoranda, notes,

¹ A complete list of the Debtors may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

e-mail, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp or other similar application), reports, studies, press releases, comparisons, books, accounts, checks, audio and video recordings, pleadings, testimony, articles, bulletins, pamphlets, brochures, magazines, questionnaires, surveys, charts, newspapers, calendars, lists, logs, publications, notices, diagrams, instructions, diaries, meeting minutes, orders, resolutions, agendas and memorials, or notes of oral Communications, together with all notations on any of the foregoing, all originals, file copies or other unique copies of the foregoing and all versions of drafts thereof, whether used or not. A request for all Documents concerning a particular subject matter includes within its scope all Communications concerning that subject matter. A draft or non-identical copy is a separate Document within the meaning of this term.

9. The term "**Emergent**" means Emergent Fidelity Technologies Ltd.
10. The term "**FTX Entities**" means collectively all affiliates of the Debtors that have not filed voluntary Chapter 11 petitions in the United States under the Bankruptcy Code.
11. The term "**FTX Group**" means collectively the Debtors and the FTX Entities.
12. The term "**including**" means "including, but not limited to," and "including, without limitation." It shall not be construed to limit the scope of any definition or Request herein.
13. The term "**Modulo**" shall refer to Modulo Holdings Inc., Modulo Capital Inc., and Modulo Capital Alpha Fund LP and all representatives, agents, advisors, and all other Persons or entities acting or purporting to act on any of their behalves.
14. The term "**Person**" includes both the singular and the plural, and means any natural Person, business entity, corporation, cooperative, bureau, public corporation, partnership, joint venture, firm, trust, estate, group, club, association, institute, society, office, organization, and any governmental entity or department, agency, bureau, or political subdivision thereof, or any other

organization or entity.

15. The term "**Token**" is to be understood in its broadest sense and means any virtual currency Token or a denomination of a cryptocurrency.

16. The term "**Wallet**" refers to any device, program or network address that holds any cryptocurrency or cryptocurrency key.

17. The term "**You**" or "**Your**" shall refer to Mr. Nishad Singh and all representatives, agents, advisors, and all other Persons or entities acting or purporting to act on Your behalf.

18. Whenever necessary to bring Documents or other information within the scope of these Requests that might otherwise be construed to be outside their scope: (i) the use of a verb in any tense shall be construed as the use of that verb in all other tenses; (ii) the use of a word in its singular form shall be deemed to include within its use the plural form as well; and (iii) the use of a word in its plural form shall be deemed to include within its use the singular form as well.

19. These Requests are continuing and require supplemental responses if You or another Person or entity acting on Your behalf obtain additional information between the time of the original response and the conclusion of the Debtors' Chapter 11 proceedings (or any adversarial proceeding arising therefrom).

20. The Debtors reserve the right to supplement, amend, and clarify these Requests at any time.

INSTRUCTIONS

1. Except as otherwise noted, this Request requires the production of Documents created in or referencing the time period beginning from January 1, 2019 and continuing until the present (the "**Relevant Period**").
2. All discovery in connection with these Requests shall be subject to and conducted in accordance with the terms of any protective or confidentiality orders entered by the Court.
3. Please respond separately to each Request and produce all Documents responsive to the Requests that are within Your possession, custody, or control, or in the possession, custody, or control of any other Person or entity acting or purporting to act on Your behalf.
4. If You cannot fully respond to one or more of the Requests after exercising due diligence to secure the information requested thereby, please so state, and specify: (a) the portion of each Request that cannot be responded to fully and completely; (b) what efforts were made to obtain the requested information; (c) the facts relied upon that support Your contention that the Request(s) cannot be answered fully and completely; and (d) any knowledge, information, or belief You have concerning the unanswered portion of any such Request(s).
5. If there are no Documents responsive to any particular Request, please state so in writing.
6. Unless instructed otherwise, each Request shall be construed independently and not by reference to any other Request for the purpose of limitation or exclusion.
7. Please answer each Request separately and fully.
8. If You contend that any information requested in a Request is privileged or otherwise immune from discovery, or if any Document is withheld from production based on a claim of privilege, immunity, or other ground, please furnish a log specifying: (a) the nature of

the privilege being claimed and, if the privilege is being asserted in connection with a claim or defense governed by state or foreign law, the specific state or foreign privilege rule being invoked; and (b) unless divulgence of such information would cause disclosure of the allegedly privileged information, (i) the type of Document, (ii) the general subject matter of the Document, (iii) the date of the Document, and (iv) such other information as is sufficient to identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author to the addressee, and the names of all entities that received a copy of the Document.

9. If a portion of an otherwise responsive Document contains information subject to a claim of privilege or protection, only that portion of the Document subject to such claim shall be redacted from the Document and the rest shall be produced.

10. In the event any Document responsive to any Request has been lost, discarded, or destroyed, that Document is to be identified by stating as completely as possible: (a) the authors or creators of the Document; (b) all Persons who received copies of the Document, including the Document's indicated and blind copy recipients; (c) the custodian of the Document; (d) the date of the Document; (e) the type of Document (*e.g.*, memorandum, letter, report, email, Signal message); (f) the Document's date of destruction or discard, manner of destruction or discard, and the reason for destruction or discard; and (g) the Persons authorizing and carrying out such destruction or discarding of the Document.

11. Please produce all Documents in the manner in which they are maintained in the ordinary course.

12. If any part of a Document is responsive to these Requests, the entire Document shall be produced, including any and all file folders within which the Document was contained,

transmittal sheets or memoranda, cover letters, exhibits, enclosures, comments or attachments to the Document in addition to the Document itself. For the avoidance of doubt, in the case of e-mail attachments, if either the e-mail or any of its attachments is responsive, produce the e-mail and all of the attachments.

13. All Documents shall be produced in such fashion as to identify the custodian or department in whose possession the Document was found and the business address of each Document's custodian(s).

14. The fact that a Document is produced by another party does not relieve You of the obligation to produce Your copy of the same Document, even if the two Documents are identical.

15. If You claim any ambiguity in interpreting a Request, definition, or instruction, You should not use that claim as a basis for refusing to respond, but shall set forth as part of Your response the language deemed to be ambiguous, and shall comply with any portion of the Request that You do not contend is ambiguous.

DOCUMENTS TO BE PRODUCED

1. All Documents concerning any assets of the FTX Group, Emergent, or Modulo, or any of their respective customers or other creditors, or any funds, fiat currency, Tokens or other digital assets, or other items of value transferred by, to, or from, or encumbered by the FTX Group, Emergent, or Modulo.

2. All Documents concerning any payments, digital assets, real estate, fiat currency, or other assets that You received from any of the entities in the FTX Group, Emergent, or Modulo, or from any Person associated with the FTX Group, Emergent, or Modulo.

3. All Documents concerning Mr. Samuel Bankman-Fried's decision to resign his positions with the FTX Group and to appoint John J. Ray III as CEO of the FTX Group, including Your involvement in those decisions.

4. All Documents concerning the FTX Group's, Emergent's, or Modulo's business operations and financial performance.

5. All Documents concerning Your personal finances, including any investments, bank accounts, Wallets, securities brokerage accounts or similar holdings to which You had access, or the ability to direct someone to access, during the Relevant Period, and all statements, transaction records and other Documents associated therewith.

6. Documents sufficient to show the hosting exchanges or protocols for all Wallet addresses or accounts of any type owned, controlled by, or used by anyone trading or working on behalf of, or held in the name of or for the benefit of the FTX Group, Emergent or Modulo.

7. Documents sufficient to identify all bank accounts, depository accounts, payment process service accounts, brokerage accounts, or cryptocurrency exchange accounts owned, controlled by, or used by anyone working on behalf of, or held in the name of or for the benefit of, the FTX Group, Emergent, or Modulo.

8. All Documents concerning any audit of any of the FTX Group, Emergent or Modulo.

9. All Documents reflecting public addresses of any Wallet held by You, the FTX Group, Emergent, or Modulo, or any Person associated with them.

10. All Documents concerning the corporate structure, corporate governance policies or practices, corporate formalities, or appointment and or removal of officers and directors of any of the FTX Group, Emergent, or Modulo.

11. All Documents concerning Samuel Bankman-Fried's control, influence, or role at Alameda.

12. All Documents concerning the transfer of assets through or among the FTX Group, Emergent, or Modulo, including internal policies and procedures regarding such transfers.

13. All Documents concerning the FTX Group's risk management and automated liquidation systems, processes, and policies, including all Documents concerning how those systems, processes, and policies applied or did not apply to Alameda.

14. All Documents concerning payment by the FTX Group, Emergent, or Modulo, for any goods or services for the use or benefit of You or any of the following individuals:

- Barbara Fried
- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Daniel Friedberg
- George Lerner
- John Samuel Trabucco
- Joseph Bankman
- Luk Wai "Jen" Chan
- Nathaniel Parke
- Ramnik Arora
- Ryan Salame
- Ryne Miller
- Samuel Bankman-Fried

- Zhe “Constance” Wang
- Zixiao “Gary” Wang

15. All Communications between You and any of the following individuals concerning the FTX Group, Emergent, or Modulo:

- Barbara Fried
- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Daniel Friedberg
- George Lerner
- John Samuel Trabucco
- Joseph Bankman
- Luk Wai “Jen” Chan
- Nathaniel Parke
- Ramnik Arora
- Ryan Salame
- Ryne Miller
- Samuel Bankman-Fried
- Zhe “Constance” Wang
- Zixiao “Gary” Wang

16. All Documents concerning the minting or transfer of any assets (including Tokens) to, or at the direction of, any Bahamian Authority, or any Person affiliated with any Bahamian Authority, including all related Communications.

17. All Communications with any Bahamian Authority.
18. All Documents concerning any investments in or transactions with Moonstone Bank (previously known as Farmington State Bank) by or on behalf of You or the FTX Group.
19. All Documents concerning any payments or other transfers of value to any political campaigns, politicians, government officials, political action committees, political parties, or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, the FTX Group, Emergent, Modulo, or any officer, director, employee or contractor of the FTX Group, Emergent, Modulo, including Samuel Bankman-Fried, Zixiao “Gary” Wang, Caroline Ellison, or Ryan Salame.
20. All Documents concerning any payments or other transfers of value to charities, non-governmental organizations, or similar entities or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, the FTX Group, Emergent, Modulo, , or any officer, director, employee or contractor of the FTX Group, Emergent, Modulo, including Samuel Bankman-Fried, Zixiao “Gary” Wang, Caroline Ellison, or Ryan Salame.
21. All Documents concerning Your, Emergent’s, Modulo’s or the FTX Group’s retention or destruction of Documents during the Relevant Period.
22. Documents sufficient to identify any social media, e-mail, and any other messaging accounts (including Signal) used or controlled by You during the Relevant Period.
23. All Communications sent or received from personal e-mail accounts (including Gmail) or instant messaging accounts concerning the FTX Group, Emergent, or Modulo, or assets of the FTX Group, Emergent, or Modulo.
24. All Documents concerning any potential purchase of, investment in, or divestiture from any of the FTX Group entities by Binance or any of Binance’s directors, officers, or

controlling owners, or concerning any potential partnership or other transactions between any of the Debtors and Binance or any of Binance's directors, officers, or controlling owners, including the Letter of Intent signed November 8, 2022.

25. All Documents concerning any attempts after January 1, 2022 to procure funding or debt or equity investments for the FTX Group.

26. All Documents concerning any contemplated, potential, or actual purchases of real estate by or for the permanent or temporary use of any current or former officers, directors, employees, or contractors of the FTX Group, Emergent, or Modulo, or for their friends, families, or other Persons.

27. All Documents concerning any unauthorized accesses to the systems or digital assets of the FTX Group, including any access taking place on November 11, 2022 and November 12, 2022 not authorized by the Debtors.

28. All Communications and Documents involving Amazon Web Services, Inc. ("AWS") and/or Amazon.com, Inc., for the period December 1, 2020 through and including December 1, 2022, concerning any cloud computing account or service.

29. All Communications and Documents involving or concerning You regarding any account (including financial, email or social media accounts) for which You are an accountholder and/or an authorized user, for the period October 20, 2022 to November 20, 2022.

30. All Communications and Documents concerning the use, control and/or ownership of Your phone with phone number ending -0590 for the period October 20, 2022 through and including November 20, 2022.

31. All Documents concerning venture capital or other investments made by You or the FTX Group including Alameda's investment into Genesis Digital.

32. All Documents concerning the impact of the collapse of TerraUSD and LUNA on the FTX Group.

33. All Documents concerning the impact of the collapse of Three Arrows Capital (3AC) on the FTX Group.

34. All Documents concerning any minting, trading, lending, or borrowing activities involving FTT Tokens or Serum Tokens by any entities within the FTX Group.

Exhibit E

**DEBTORS' REQUESTS FOR PRODUCTION OF DOCUMENTS TO
CAROLINE ELLISON**

Please take notice that, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, FTX Trading Ltd., and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) hereby serves the following requests for production of documents or categories of documents to Caroline Ellison, to be produced to the Debtors in accordance with the Definitions and Instructions below (the “Requests”).

DEFINITIONS

1. The term “Alameda” refers to, collectively, Alameda Research LLC and its subsidiary Debtors.
2. The term “any” means “each and every,” “any and all,” and “any one.”
3. The term “Bahamian Authority” shall refer to the Securities Commission of the Bahamas, the Office of the Attorney General and Ministry of Legal Affairs of the Bahamas, the Office of the Prime Minister of the Bahamas, and any other Person associated with or acting as an agent of the Commonwealth of the Bahamas.
4. The term “Binance” refers to, collectively, Binance Holdings Ltd., and any affiliated entities including Binance Capital Management Co., Ltd. and those doing business as CoinMarketCap, Sakura Exchange, and Binance.US.
5. The term “concerning” is to be understood in its broadest sense and means concerning, constituting, identifying, evidencing, summarizing, commenting upon, referring to, relating to, arising out of, describing, digesting, reporting, listing, analyzing, studying, discussing, stating, setting forth, reflecting, interpreting, concerning, recording, including, negating, manifesting, containing, or comprising the subject matter identified.

6. **“Communication”** shall mean the transmittal of facts, ideas, thoughts, opinions, data, inquiries or otherwise and includes correspondence, memoranda, reports, presentations, face-to-face conversations, telephone conversations, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp, or other similar application), voice messages, negotiations, agreements, inquiries, understandings, meetings, letters, notes, telegrams, mail, e-mail and postings of any type. A Request for Documents concerning any Communication among or between specified parties includes a Request for any Communication among or between such parties, whether or not such Communication included or was directed to any other Person.

7. The term “**Debtors**” refers to, collectively, FTX Trading Ltd. and affiliated debtors and debtors-in-possession,¹ which filed voluntary Chapter 11 petitions under the Bankruptcy Code commencing these Chapter 11 cases.

8. The term “**Document**” is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), made applicable by Federal Rule of Bankruptcy Procedure 7034, and includes audio files, electronic text, e-mail message (including draft and deleted e-mail messages and all attachments to any e-mail message), text messages, spreadsheets, Communications, and other computerized data (together with all ancillary agreements and Documents related thereto, including any easement, deed of trust, memorandum of lease, release, settlement, guarantee, assignment, assumption, plan, financing statement, notice, or other agreement or other Document entered into or filed in connection therewith). This includes any written, recorded, or graphic matter, in any language, whether produced or reproduced or stored on paper, cards, tape, film, computer, electronic storage devices, or any other media and includes

¹ A complete list of the Debtors may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

papers, trade letters, envelopes, telegrams, cables, messages, correspondence, memoranda, notes, e-mail, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp or other similar application), reports, studies, press releases, comparisons, books, accounts, checks, audio and video recordings, pleadings, testimony, articles, bulletins, pamphlets, brochures, magazines, questionnaires, surveys, charts, newspapers, calendars, lists, logs, publications, notices, diagrams, instructions, diaries, meeting minutes, orders, resolutions, agendas and memorials, or notes of oral Communications, together with all notations on any of the foregoing, all originals, file copies or other unique copies of the foregoing and all versions of drafts thereof, whether used or not. A request for all Documents concerning a particular subject matter includes within its scope all Communications concerning that subject matter. A draft or non-identical copy is a separate Document within the meaning of this term.

9. The term "**Emergent**" means Emergent Fidelity Technologies Ltd.

10. The term "**FTX Digital Markets**" means FTX Digital Markets Ltd., the debtor in the Chapter 15 proceeding pending before the United States Bankruptcy Court for the District of Delaware captioned *In re FTX Digital Markets Ltd.*, Case No. 22-11217 (JTD), with respect to a provisional liquidation in the Commonwealth of the Bahamas.

11. The term "**FTX Entities**" means collectively all affiliates of the Debtors that have not filed voluntary Chapter 11 petitions in the United States under the Bankruptcy Code, including FTX Digital Markets.

12. The term "**FTX Group**" means collectively the Debtors and the FTX Entities.

13. The term "**including**" means "including, but not limited to," and "including, without limitation." It shall not be construed to limit the scope of any definition or Request herein.

14. The term "**Person**" includes both the singular and the plural, and means any natural

Person, business entity, corporation, cooperative, bureau, public corporation, partnership, joint venture, firm, trust, estate, group, club, association, institute, society, office, organization, and any governmental entity or department, agency, bureau, or political subdivision thereof, or any other organization or entity.

15. The term "**Token**" is to be understood in its broadest sense and means any virtual currency Token or a denomination of a cryptocurrency.

16. The term "**Wallet**" refers to any device, program or network address that holds any cryptocurrency or cryptocurrency key.

17. The term "**You**" or "**Your**" shall refer to Ms. Caroline Ellison and all representatives, agents, advisors, and all other Persons or entities acting or purporting to act on Your behalf.

18. Whenever necessary to bring Documents or other information within the scope of these Requests that might otherwise be construed to be outside their scope: (i) the use of a verb in any tense shall be construed as the use of that verb in all other tenses; (ii) the use of a word in its singular form shall be deemed to include within its use the plural form as well; and (iii) the use of a word in its plural form shall be deemed to include within its use the singular form as well.

19. These Document Requests are continuing and require supplemental responses if the Debtors (or another Person or entity acting on the Debtors' behalf) obtains additional information called for by the Request between the time of the original response and the conclusion of the Debtors' Chapter 11 proceedings (or any adversarial proceeding arising therefrom).

20. The Debtors reserve the right to supplement, amend, and clarify these Requests at any time.

INSTRUCTIONS

1. Except as otherwise noted, this Request requires the production of Documents created in or referencing the time period beginning from January 1, 2019 and continuing until the present (the “**Relevant Period**”).

2. All discovery in connection with these Requests shall be subject to and conducted in accordance with the terms of any protective or confidentiality orders entered by the Court.

3. Please respond separately to each Request and produce all Documents responsive to the Requests that are within Your possession, custody, or control, or in the possession, custody, or control of any other Person or entity acting or purporting to act on Your behalf.

4. If You cannot fully respond to one or more of the Requests after exercising due diligence to secure the information requested thereby, please so state, and specify: (a) the portion of each Request that cannot be responded to fully and completely; (b) what efforts were made to obtain the requested information; (c) the facts relied upon that support Your contention that the Request(s) cannot be answered fully and completely; and (d) any knowledge, information, or belief You have concerning the unanswered portion of any such Request(s).

5. If there are no Documents responsive to any particular Request, please state so in writing.

6. Unless instructed otherwise, each Request shall be construed independently and not by reference to any other Request for the purpose of limitation or exclusion.

7. Please answer each Request separately and fully.

8. If You contend that any information requested in a Request is privileged or otherwise immune from discovery, or if any Document is withheld from production based on a claim of privilege, immunity, or other ground, please furnish a log specifying: (a) the nature of the privilege being claimed and, if the privilege is being asserted in connection with a claim or

defense governed by state or foreign law, the specific state or foreign privilege rule being invoked; and (b) unless divulgence of such information would cause disclosure of the allegedly privileged information, (i) the type of Document, (ii) the general subject matter of the Document, (iii) the date of the Document, and (iv) such other information as is sufficient to identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author to the addressee, and the names of all entities that received a copy of the Document.

9. If a portion of an otherwise responsive Document contains information subject to a claim of privilege or protection, only that portion of the Document subject to such claim shall be redacted from the Document and the rest shall be produced.

10. In the event any Document responsive to any Request has been lost, discarded, or destroyed, that Document is to be identified by stating as completely as possible: (a) the authors or creators of the Document; (b) all Persons who received copies of the Document, including the Document's indicated and blind copy recipients; (c) the custodian of the Document; (d) the date of the Document; (e) the type of Document (e.g., memorandum, letter, report, email, Signal message); (f) the Document's date of destruction or discard, manner of destruction or discard, and the reason for destruction or discard; and (g) the Persons authorizing and carrying out such destruction or discarding of the Document.

11. Please produce all Documents in the manner in which they are maintained in the ordinary course.

12. If any part of a Document is responsive to these Requests, the entire Document shall be produced, including any and all file folders within which the Document was contained, transmittal sheets or memoranda, cover letters, exhibits, enclosures, comments or attachments to

the Document in addition to the Document itself. For the avoidance of doubt, in the case of e-mail attachments, if either the e-mail or any of its attachments is responsive, produce the e-mail and all of the attachments.

13. All Documents shall be produced in such fashion as to identify the custodian or department in whose possession the Document was found and the business address of each Document's custodian(s).

14. The fact that a Document is produced by another party does not relieve You of the obligation to produce Your copy of the same Document, even if the two Documents are identical.

15. If You claim any ambiguity in interpreting a Request, definition, or instruction, You should not use that claim as a basis for refusing to respond, but shall set forth as part of Your response the language deemed to be ambiguous, and shall comply with any portion of the Request that You do not contend is ambiguous.

DOCUMENTS TO BE PRODUCED

1. All Documents concerning any assets of the Debtors, FTX Entities, Emergent, or any of their respective customers or other creditors, or any funds, fiat currency, Tokens or other digital assets, or other items of value transferred by, to, or from, or encumbered by any of the Debtors, the FTX Entities, or Emergent.

2. All Documents concerning any payments, digital assets, real estate, fiat currency, or other assets received from any of the entities in the FTX Group or Emergent, or from any officer, director or employee of any entity in the FTX Group or Emergent.

3. All Documents concerning Mr. Samuel Bankman-Fried's decision to resign his positions with the FTX Group and to appoint John J. Ray III as CEO of the FTX Group, including Your involvement in those decisions.

4. All Documents concerning the Debtors', the FTX Entities', or Emergent's business operations and financial performance.

5. All Documents concerning Your personal finances, including any investments, bank accounts, Wallets, securities brokerage accounts or similar holdings to which You had access, or the ability to direct someone to access, during the Relevant Period, and all statements, transaction records and other Documents associated therewith.

6. Documents sufficient to show the hosting exchanges or protocols for all Wallet addresses or accounts of any type owned, controlled by, or used by anyone trading or working on behalf of, or held in the name of or for the benefit of the Debtors or FTX Entities.

7. Documents sufficient to identify all bank accounts, depository accounts, payment process service accounts, brokerage accounts, or cryptocurrency exchange accounts owned, controlled by, or used by anyone working on behalf of, or held in the name of or for the benefit of, any of the Debtors, the FTX Entities, or Emergent.

8. All Documents concerning any audit of any of the Debtors or the FTX Entities.

9. All Documents reflecting public addresses of any Wallet held by You, the Debtors, or anyone associated with any of the Debtors or the FTX Entities.

10. All Documents concerning the corporate structure, corporate governance policies or practices, corporate formalities, or appointment and or removal of officers and directors of any of the Debtors, the FTX Entities, or Emergent.

11. All Documents concerning Samuel Bankman-Fried's control, influence, or role at Alameda.

12. All Documents concerning the transfer of assets through or among the Debtors, the FTX Group, or Emergent, including internal policies and procedures regarding such transfers.

13. All Documents concerning the Debtors' and FTX Entities' risk management and automated liquidation systems, processes, and policies, including all Documents concerning how those systems, processes, and policies applied or did not apply to Alameda.

14. All Documents concerning payment by any entity within the FTX Group for any goods or services for the use or benefit of You or any of the following individuals:

- Barbara Fried
- Brett Harrison
- Can Sun
- Claire Watanabe
- Constance Wang
- Daniel Friedberg
- George Lerner
- Jen Chan
- Joseph Bankman
- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame
- Ryne Miller
- Samuel Bankman-Fried
- Samuel Trabucco
- Zixiao "Gary" Wang

15. All Communications between You and any of the following individuals concerning the FTX Group or Emergent:

- Barbara Fried
- Brett Harrison
- Can Sun
- Claire Watanabe
- Constance Wang
- Daniel Friedberg
- George Lerner
- Jen Chan
- Joseph Bankman
- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame
- Ryne Miller
- Samuel Bankman-Fried
- Samuel Trabucco
- Zixiao “Gary” Wang

16. All Documents concerning the minting or transfer of any digital assets (including Tokens) to, or at the direction of, any Bahamian Authority, or any Person affiliated with any Bahamian Authority, including all related Communications.

17. All Communications with any Bahamian Authority.

18. All Documents concerning any investments in or transactions with Moonstone Bank (previously known as Farmington State Bank) by or on behalf of You or any entity within the FTX Group.

19. All Documents concerning any payments or other transfers of value to any political campaigns, politicians, political action committees, political parties, or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Zixiao “Gary” Wang, Samuel Bankman-Fried, Nishad Singh, or Ryan Salame.

20. All Documents concerning any payments or other transfers of value to charities, non-governmental organizations, or similar entities or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Zixiao “Gary” Wang, Samuel Bankman-Fried, Nishad Singh, or Ryan Salame.

21. All Documents concerning Your, the Debtors’, or the FTX Entities’ retention or destruction of Documents during the Relevant Period.

22. Documents sufficient to identify any social media, e-mail, and any other messaging accounts used or controlled by You during the Relevant Period.

23. All Communications sent or received from personal e-mail accounts (including Gmail) or instant messaging accounts concerning the FTX Group or assets of the FTX Group or Alameda.

24. All Documents concerning any potential purchase of, investment in, or divestiture from any of the FTX Group entities by Binance or any of Binance’s directors, officers, or controlling owners, or concerning any potential partnership or other transactions between any of the Debtors and Binance or any of Binance’s directors, officers, or controlling owners, including the Letter of Intent signed November 8, 2022.

25. All Documents concerning any attempts after January 1, 2022 to procure funding or debt or equity investments for any or all entities in the FTX Group.

26. All Documents concerning any contemplated, potential, or actual purchases of real estate by or for the permanent or temporary use of any current or former officers, directors, employees, or contractors of any entities within the FTX Group, or for their friends, families, or other Persons.

27. All Documents concerning any unauthorized accesses to the systems or digital assets of the FTX Group, including any access taking place on November 11, 2022 and November 12, 2022 not authorized by the Debtors.

28. All Documents concerning venture capital or other investments made by You or any entity within the FTX Group including Alameda's investment into Genesis Digital.

29. All Documents concerning, substantiating, or refuting the following tweets posted to Your twitter account @carolinecapital:

- Your tweet of 11:03 am on November 6, 2022, which stated:
“@cz_binance if you're looking to minimize the market impact on your FTT sales, Alameda will happily buy it all from you today at \$22!”
- Your tweet of 9:32 am on November 6, 2022, which stated: “A few notes on the balance sheet info that has been circulating recently: - that specific balance sheet is for a subset of our corporate entities, we have > \$10b of assets that aren't reflected there”
- Your tweet of 9:32 am on November 6, 2022, which stated: “- the balance sheet breaks out a few of our biggest long positions; we obviously have hedges that aren't listed - given the tightening in the crypto credit space this year we've returned most of our loans by now”

30. All Documents concerning, substantiating, or refuting the following statement published by the New York Times on November 23, 2022:

- “Ms. Ellison admitted that Alameda had taken customer funds from FTX to make up for shortfalls in its accounts, according to a person familiar with the matter who was granted anonymity to share internal discussions.”

31. All Documents concerning the impact of the collapse of TerraUSD and LUNA on the FTX Group.

32. All Documents concerning the impact of the collapse of Three Arrows Capital (3AC) on the FTX Group.
33. All Documents concerning any minting, trading, lending, or borrowing activities involving FTT Tokens or Serum Tokens by any entities within the FTX Group.

Exhibit F

**DEBTORS' REQUESTS FOR PRODUCTION OF DOCUMENTS TO
ZHE "CONSTANCE" WANG**

Please take notice that, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, FTX Trading Ltd., and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) hereby serves the following requests for production of documents or categories of documents to Zhe “Constance” Wang, to be produced to the Debtors in accordance with the Definitions and Instructions below (the “Requests”).

DEFINITIONS

1. The term “Alameda” refers to, collectively, Alameda Research LLC and its subsidiary Debtors.

2. The term “any” means “each and every,” “any and all,” and “any one.”

3. The term “Bahamian Authority” shall refer to the Securities Commission of the Bahamas, the Office of the Attorney General and Ministry of Legal Affairs of the Bahamas, the Office of the Prime Minister of the Bahamas, and any other Person associated with or acting as an agent of the Commonwealth of the Bahamas.

4. The term “Binance” refers to, collectively, Binance Holdings Ltd., and any affiliated entities including Binance Capital Management Co., Ltd. and those doing business as CoinMarketCap, Sakura Exchange, and Binance.US.

5. The term “concerning” is to be understood in its broadest sense and means concerning, constituting, identifying, evidencing, summarizing, commenting upon, referring to, relating to, arising out of, describing, digesting, reporting, listing, analyzing, studying, discussing, stating, setting forth, reflecting, interpreting, concerning, recording, including, negating, manifesting, containing, or comprising the subject matter identified.

6. “**Communication**” shall mean the transmittal of facts, ideas, thoughts, opinions, data, inquiries or otherwise and includes correspondence, memoranda, reports, presentations, face-to-face conversations, telephone conversations, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp, or other similar application), voice messages, negotiations, agreements, inquiries, understandings, meetings, letters, notes, telegrams, mail, e-mail and postings of any type. A Request for Documents concerning any Communication among or between specified parties includes a Request for any Communication among or between such parties, whether or not such Communication included or was directed to any other Person.

7. The term “**Debtors**” refers to, collectively, FTX Trading Ltd. and affiliated debtors and debtors-in-possession,¹ which filed voluntary Chapter 11 petitions under the Bankruptcy Code commencing these Chapter 11 cases.

8. The term “**Document**” is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), made applicable by Federal Rule of Bankruptcy Procedure 7034, and includes audio files, electronic text, e-mail message (including draft and deleted e-mail messages and all attachments to any e-mail message), text messages, spreadsheets, Communications, and other computerized data (together with all ancillary agreements and Documents related thereto, including any easement, deed of trust, memorandum of lease, release, settlement, guarantee, assignment, assumption, plan, financing statement, notice, or other agreement or other Document entered into or filed in connection therewith). This includes any written, recorded, or graphic matter, in any language, whether produced or reproduced or stored on paper, cards, tape, film, computer, electronic storage devices, or any other media and includes

¹ A complete list of the Debtors may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

papers, trade letters, envelopes, telegrams, cables, messages, correspondence, memoranda, notes, e-mail, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp or other similar application), reports, studies, press releases, comparisons, books, accounts, checks, audio and video recordings, pleadings, testimony, articles, bulletins, pamphlets, brochures, magazines, questionnaires, surveys, charts, newspapers, calendars, lists, logs, publications, notices, diagrams, instructions, diaries, meeting minutes, orders, resolutions, agendas and memorials, or notes of oral Communications, together with all notations on any of the foregoing, all originals, file copies or other unique copies of the foregoing and all versions of drafts thereof, whether used or not. A request for all Documents concerning a particular subject matter includes within its scope all Communications concerning that subject matter. A draft or non-identical copy is a separate Document within the meaning of this term.

9. The term “**Emergent**” means Emergent Fidelity Technologies Ltd.

10. The term “**FTX Digital Markets**” means FTX Digital Markets Ltd., the debtor in the Chapter 15 proceeding pending before the United States Bankruptcy Court for the District of Delaware captioned *In re FTX Digital Markets Ltd.*, Case No. 22-11217 (JTD), with respect to a provisional liquidation in the Commonwealth of the Bahamas.

11. The term “**FTX Entities**” means collectively all affiliates of the Debtors that have not filed voluntary Chapter 11 petitions in the United States under the Bankruptcy Code, including FTX Digital Markets.

12. The term “**FTX Group**” means collectively the Debtors and the FTX Entities.

13. The term “**including**” means “including, but not limited to,” and “including without limitation.” It shall not be construed to limit the scope of any definition or Request herein.

14. The term “**Person**” includes both the singular and the plural, and means any natural

Person, business entity, corporation, cooperative, bureau, public corporation, partnership, joint venture, firm, trust, estate, group, club, association, institute, society, office, organization, and any governmental entity or department, agency, bureau, or political subdivision thereof, or any other organization or entity.

15. The term "**Token**" is to be understood in its broadest sense and means any virtual currency Token or a denomination of a cryptocurrency.

16. The term "**Wallet**" refers to any device, program or network address that holds any cryptocurrency or cryptocurrency key.

17. The term "**You**" or "**Your**" shall refer to Ms. Zhe "Constance" Wang and all representatives, agents, advisors, and all other Persons or entities acting or purporting to act on Your behalf.

18. Whenever necessary to bring Documents or other information within the scope of these Requests that might otherwise be construed to be outside their scope: (i) the use of a verb in any tense shall be construed as the use of that verb in all other tenses; (ii) the use of a word in its singular form shall be deemed to include within its use the plural form as well; and (iii) the use of a word in its plural form shall be deemed to include within its use the singular form as well.

19. These Document Requests are continuing and require supplemental responses if the Debtors (or another Person or entity acting on the Debtors' behalf) obtains additional information called for by the Request between the time of the original response and the conclusion of the Debtors' Chapter 11 proceedings (or any adversarial proceeding arising therefrom).

20. The Debtors reserve the right to supplement, amend, and clarify these Requests at any time.

INSTRUCTIONS

1. Except as otherwise noted, this Request requires the production of Documents created in or referencing the time period beginning from January 1, 2019 and continuing until the present (the "**Relevant Period**").
2. All discovery in connection with these Requests shall be subject to and conducted in accordance with the terms of any protective or confidentiality orders entered by the Court.
3. Please respond separately to each Request and produce all Documents responsive to the Requests that are within Your possession, custody, or control, or in the possession, custody, or control of any other Person or entity acting or purporting to act on Your behalf.
4. If You cannot fully respond to one or more of the Requests after exercising due diligence to secure the information requested thereby, please so state, and specify: (a) the portion of each Request that cannot be responded to fully and completely; (b) what efforts were made to obtain the requested information; (c) the facts relied upon that support Your contention that the Request(s) cannot be answered fully and completely; and (d) any knowledge, information, or belief You have concerning the unanswered portion of any such Request(s).
5. If there are no Documents responsive to any particular Request, please state so in writing.
6. Unless instructed otherwise, each Request shall be construed independently and not by reference to any other Request for the purpose of limitation or exclusion.
7. Please answer each Request separately and fully.
8. If You contend that any information requested in a Request is privileged or otherwise immune from discovery, or if any Document is withheld from production based on a claim of privilege, immunity, or other ground, please furnish a log specifying: (a) the nature of

the privilege being claimed and, if the privilege is being asserted in connection with a claim or defense governed by state or foreign law, the specific state or foreign privilege rule being invoked; and (b) unless divulgence of such information would cause disclosure of the allegedly privileged information, (i) the type of Document, (ii) the general subject matter of the Document, (iii) the date of the Document, and (iv) such other information as is sufficient to identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author to the addressee, and the names of all entities that received a copy of the Document.

9. If a portion of an otherwise responsive Document contains information subject to a claim of privilege or protection, only that portion of the Document subject to such claim shall be redacted from the Document and the rest shall be produced.

10. In the event any Document responsive to any Request has been lost, discarded, or destroyed, that Document is to be identified by stating as completely as possible: (a) the authors or creators of the Document; (b) all Persons who received copies of the Document, including the Document's indicated and blind copy recipients; (c) the custodian of the Document; (d) the date of the Document; (e) the type of Document (*e.g.*, memorandum, letter, report, email, Signal message); (f) the Document's date of destruction or discard, manner of destruction or discard, and the reason for destruction or discard; and (g) the Persons authorizing and carrying out such destruction or discarding of the Document.

11. Please produce all Documents in the manner in which they are maintained in the ordinary course.

12. If any part of a Document is responsive to these Requests, the entire Document shall be produced, including any and all file folders within which the Document was contained,

transmittal sheets or memoranda, cover letters, exhibits, enclosures, comments or attachments to the Document in addition to the Document itself. For the avoidance of doubt, in the case of e-mail attachments, if either the e-mail or any of its attachments is responsive, produce the e-mail and all of the attachments.

13. All Documents shall be produced in such fashion as to identify the custodian or department in whose possession the Document was found and the business address of each Document's custodian(s).

14. The fact that a Document is produced by another party does not relieve You of the obligation to produce Your copy of the same Document, even if the two Documents are identical.

15. If You claim any ambiguity in interpreting a Request, definition, or instruction, You should not use that claim as a basis for refusing to respond, but shall set forth as part of Your response the language deemed to be ambiguous, and shall comply with any portion of the Request that You do not contend is ambiguous.

DOCUMENTS TO BE PRODUCED

1. All Documents concerning any assets of the Debtors, FTX Entities, Emergent, or any of their respective customers or other creditors, or any funds, fiat currency, Tokens or other digital assets, or other items of value transferred by, to, or from, or encumbered by any of the Debtors, the FTX Entities, or Emergent.

2. All Documents concerning any payments, digital assets, real estate, fiat currency, or other assets received from any of the entities in the FTX Group or Emergent, or from any officer, director or employee of any entity in the FTX Group or Emergent.

3. All Documents concerning the Debtors', the FTX Entities', or Emergent's business operations and financial performance.

4. All Documents concerning Your personal finances, including any investments, bank accounts, Wallets, securities brokerage accounts or similar holdings to which You had access, or the ability to direct someone to access, during the Relevant Period, and all statements, transaction records and other Documents associated therewith.

5. Documents sufficient to show the hosting exchanges or protocols for all Wallet addresses or accounts of any type owned, controlled by, or used by anyone trading or working on behalf of, or held in the name of or for the benefit of the Debtors or FTX Entities.

6. Documents sufficient to identify all bank accounts, depository accounts, payment process service accounts, brokerage accounts, or cryptocurrency exchange accounts owned, controlled by, or used by anyone working on behalf of, or held in the name of or for the benefit of, any of the Debtors, the FTX Entities, or Emergent.

7. All Documents concerning any audit of any of the Debtors or the FTX Entities.

8. All Documents reflecting public addresses of any Wallet held by You, the Debtors, or anyone associated with any of the Debtors or the FTX Entities.

9. All Documents concerning the corporate structure, corporate governance policies or practices, corporate formalities, or appointment and or removal of officers and directors of any of the Debtors, the FTX Entities, or Emergent.

10. All Documents concerning Samuel Bankman-Fried's control, influence, or role at Alameda.

11. All Documents concerning the transfer of assets through or among the Debtors, the FTX Group, or Emergent, including internal policies and procedures regarding such transfers.

12. All Documents concerning the Debtors' and FTX Entities' risk management and automated liquidation systems, processes, and policies, including all Documents concerning how those systems, processes, and policies applied or did not apply to Alameda.

13. All Documents concerning payment by any entity within the FTX Group for any goods or services for the use or benefit of You or any of the following individuals:

- Barbara Fried
- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Daniel Friedberg
- George Lerner
- John Samuel Trabucco
- Joseph Bankman
- Luk Wai "Jen" Chan
- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame
- Ryne Miller
- Samuel Bankman-Fried
- Zixiao "Gary" Wang

14. All Communications between You and any of the following individuals concerning the FTX Group or Emergent:

- Barbara Fried
- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Daniel Friedberg
- George Lerner
- John Samuel Trabucco
- Joseph Bankman
- Luk Wai “Jen” Chan
- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame
- Ryne Miller
- Samuel Bankman-Fried
- Zixiao “Gary” Wang

15. All Documents concerning the minting or transfer of any digital assets (including Tokens) to, or at the direction of, any Bahamian Authority, or any Person affiliated with any Bahamian Authority, including all related Communications.

16. All Communications with any Bahamian Authority.

17. All Documents concerning any investments in or transactions with Moonstone Bank (previously known as Farmington State Bank) by or on behalf of You or any entity within the FTX Group.

18. All Documents concerning any payments or other transfers of value to any political campaigns, politicians, government officials, political action committees, political parties, or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Samuel Bankman-Fried, Zixiao “Gary” Wang, Caroline Ellison, Nishad Singh, or Ryan Salame.

19. All Documents concerning any payments or other transfers of value to charities, non-governmental organizations, or similar entities or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Samuel Bankman-Fried, Zixiao “Gary” Wang, Caroline Ellison, Nishad Singh, or Ryan Salame.

20. All Documents concerning Your, the Debtors’, or the FTX Entities’ retention or destruction of Documents during the Relevant Period.

21. Documents sufficient to identify any social media, e-mail, and any other messaging accounts used or controlled by You during the Relevant Period.

22. All Communications sent or received from personal e-mail accounts (including Gmail) or instant messaging accounts concerning the FTX Group or assets of the FTX Group or Alameda.

23. All Documents concerning any potential purchase of, investment in, or divestiture from any of the FTX Group entities by Binance or any of Binance’s directors, officers, or controlling owners, or concerning any potential partnership or other transactions between any of the Debtors and Binance or any of Binance’s directors, officers, or controlling owners, including the Letter of Intent signed November 8, 2022.

24. All Documents concerning any attempts after January 1, 2022 to procure funding or debt or equity investments for any or all entities in the FTX Group.

25. All Documents concerning any contemplated, potential, or actual purchases of real estate by or for the permanent or temporary use of any current or former officers, directors, employees, or contractors of any entities within the FTX Group, or for their friends, families, or other Persons.

26. All Documents concerning any unauthorized accesses to the systems or digital assets of the FTX Group, including any access taking place on November 11, 2022 and November 12, 2022 not authorized by the Debtors.

27. All Documents concerning venture capital or other investments made by You or any entity within the FTX Group including Alameda's investment into Genesis Digital.

28. All Documents concerning the impact of the collapse of TerraUSD and LUNA on the FTX Group.

29. All Documents concerning the impact of the collapse of Three Arrows Capital (3AC) on the FTX Group.

30. All Documents concerning any minting, trading, lending, or borrowing activities involving FTT Tokens or Serum Tokens by any entities within the FTX Group.

Exhibit G

**DEBTORS' REQUESTS FOR PRODUCTION OF DOCUMENTS TO
BARBARA FRIED**

Please take notice that, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, FTX Trading Ltd., and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) hereby serves the following requests for production of documents or categories of documents to Barbara Fried, to be produced to the Debtors in accordance with the Definitions and Instructions below (the “Requests”).

DEFINITIONS

1. The term “Alameda” refers to, collectively, Alameda Research LLC and its subsidiary Debtors.
2. The term “any” means “each and every,” “any and all,” and “any one.”
3. The term “Bahamian Authority” shall refer to the Securities Commission of the Bahamas, the Office of the Attorney General and Ministry of Legal Affairs of the Bahamas, the Office of the Prime Minister of the Bahamas, and any other Person associated with or acting as an agent of the Commonwealth of the Bahamas.
4. The term “Binance” refers to, collectively, Binance Holdings Ltd., and any affiliated entities including Binance Capital Management Co., Ltd. and those doing business as CoinMarketCap, Sakura Exchange, and Binance.US.
5. The term “concerning” is to be understood in its broadest sense and means concerning, constituting, identifying, evidencing, summarizing, commenting upon, referring to, relating to, arising out of, describing, digesting, reporting, listing, analyzing, studying, discussing, stating, setting forth, reflecting, interpreting, concerning, recording, including, negating, manifesting, containing, or comprising the subject matter identified.

6. “**Communication**” shall mean the transmittal of facts, ideas, thoughts, opinions, data, inquiries or otherwise and includes correspondence, memoranda, reports, presentations, face-to-face conversations, telephone conversations, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp, or other similar application), voice messages, negotiations, agreements, inquiries, understandings, meetings, letters, notes, telegrams, mail, e-mail and postings of any type. A Request for Documents concerning any Communication among or between specified parties includes a Request for any Communication among or between such parties, whether or not such Communication included or was directed to any other Person.

7. The term “**Debtors**” refers to, collectively, FTX Trading Ltd. and affiliated debtors and debtors-in-possession,¹ which filed voluntary Chapter 11 petitions under the Bankruptcy Code commencing these Chapter 11 cases.

8. The term “**Document**” is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), made applicable by Federal Rule of Bankruptcy Procedure 7034, and includes audio files, electronic text, e-mail message (including draft and deleted e-mail messages and all attachments to any e-mail message), text messages, spreadsheets, Communications, and other computerized data (together with all ancillary agreements and Documents related thereto, including any easement, deed of trust, memorandum of lease, release, settlement, guarantee, assignment, assumption, plan, financing statement, notice, or other agreement or other Document entered into or filed in connection therewith). This includes any written, recorded, or graphic matter, in any language, whether produced or reproduced or stored on paper, cards, tape, film, computer, electronic storage devices, or any other media and includes

¹ A complete list of the Debtors may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

papers, trade letters, envelopes, telegrams, cables, messages, correspondence, memoranda, notes, e-mail, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp or other similar application), reports, studies, press releases, comparisons, books, accounts, checks, audio and video recordings, pleadings, testimony, articles, bulletins, pamphlets, brochures, magazines, questionnaires, surveys, charts, newspapers, calendars, lists, logs, publications, notices, diagrams, instructions, diaries, meeting minutes, orders, resolutions, agendas and memorials, or notes of oral Communications, together with all notations on any of the foregoing, all originals, file copies or other unique copies of the foregoing and all versions of drafts thereof, whether used or not. A request for all Documents concerning a particular subject matter includes within its scope all Communications concerning that subject matter. A draft or non-identical copy is a separate Document within the meaning of this term.

9. The term "**Emergent**" means Emergent Fidelity Technologies Ltd.

10. The term "**FTX Digital Markets**" means FTX Digital Markets Ltd., the debtor in the Chapter 15 proceeding pending before the United States Bankruptcy Court for the District of Delaware captioned *In re FTX Digital Markets Ltd.*, Case No. 22-11217 (JTD), with respect to a provisional liquidation in the Commonwealth of the Bahamas.

11. The term "**FTX Entities**" means collectively all affiliates of the Debtors that have not filed voluntary Chapter 11 petitions in the United States under the Bankruptcy Code, including FTX Digital Markets.

12. The term "**FTX Group**" means collectively the Debtors and the FTX Entities.

13. The term "**including**" means "including, but not limited to," and "including without limitation." It shall not be construed to limit the scope of any definition or Request herein.

14. The term "**Person**" includes both the singular and the plural, and means any natural

Person, business entity, corporation, cooperative, bureau, public corporation, partnership, joint venture, firm, trust, estate, group, club, association, institute, society, office, organization, and any governmental entity or department, agency, bureau, or political subdivision thereof, or any other organization or entity.

15. The term "**Token**" is to be understood in its broadest sense and means any virtual currency Token or a denomination of a cryptocurrency.

16. The term "**Wallet**" refers to any device, program or network address that holds any cryptocurrency or cryptocurrency key.

17. The term "**You**" or "**Your**" shall refer to Mrs. Barbara Fried and all representatives, agents, advisors, and all other Persons or entities acting or purporting to act on Your behalf.

18. Whenever necessary to bring Documents or other information within the scope of these Requests that might otherwise be construed to be outside their scope: (i) the use of a verb in any tense shall be construed as the use of that verb in all other tenses; (ii) the use of a word in its singular form shall be deemed to include within its use the plural form as well; and (iii) the use of a word in its plural form shall be deemed to include within its use the singular form as well.

19. These Document Requests are continuing and require supplemental responses if the Debtors (or another Person or entity acting on the Debtors' behalf) obtains additional information called for by the Request between the time of the original response and the conclusion of the Debtors' Chapter 11 proceedings (or any adversarial proceeding arising therefrom).

20. The Debtors reserve the right to supplement, amend, and clarify these Requests at any time.

INSTRUCTIONS

1. Except as otherwise noted, this Request requires the production of Documents created in or referencing the time period beginning from January 1, 2019 and continuing until the present (the "**Relevant Period**").
2. All discovery in connection with these Requests shall be subject to and conducted in accordance with the terms of any protective or confidentiality orders entered by the Court.
3. Please respond separately to each Request and produce all Documents responsive to the Requests that are within Your possession, custody, or control, or in the possession, custody, or control of any other Person or entity acting or purporting to act on Your behalf.
4. If You cannot fully respond to one or more of the Requests after exercising due diligence to secure the information requested thereby, please so state, and specify: (a) the portion of each Request that cannot be responded to fully and completely; (b) what efforts were made to obtain the requested information; (c) the facts relied upon that support Your contention that the Request(s) cannot be answered fully and completely; and (d) any knowledge, information, or belief You have concerning the unanswered portion of any such Request(s).
5. If there are no Documents responsive to any particular Request, please state so in writing.
6. Unless instructed otherwise, each Request shall be construed independently and not by reference to any other Request for the purpose of limitation or exclusion.
7. Please answer each Request separately and fully.
8. If You contend that any information requested in a Request is privileged or otherwise immune from discovery, or if any Document is withheld from production based on a claim of privilege, immunity, or other ground, please furnish a log specifying: (a) the nature of

the privilege being claimed and, if the privilege is being asserted in connection with a claim or defense governed by state or foreign law, the specific state or foreign privilege rule being invoked; and (b) unless divulgence of such information would cause disclosure of the allegedly privileged information, (i) the type of Document, (ii) the general subject matter of the Document, (iii) the date of the Document, and (iv) such other information as is sufficient to identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author to the addressee, and the names of all entities that received a copy of the Document.

9. If a portion of an otherwise responsive Document contains information subject to a claim of privilege or protection, only that portion of the Document subject to such claim shall be redacted from the Document and the rest shall be produced.

10. In the event any Document responsive to any Request has been lost, discarded, or destroyed, that Document is to be identified by stating as completely as possible: (a) the authors or creators of the Document; (b) all Persons who received copies of the Document, including the Document's indicated and blind copy recipients; (c) the custodian of the Document; (d) the date of the Document; (e) the type of Document (*e.g.*, memorandum, letter, report, email, Signal message); (f) the Document's date of destruction or discard, manner of destruction or discard, and the reason for destruction or discard; and (g) the Persons authorizing and carrying out such destruction or discarding of the Document.

11. Please produce all Documents in the manner in which they are maintained in the ordinary course.

12. If any part of a Document is responsive to these Requests, the entire Document shall be produced, including any and all file folders within which the Document was contained,

transmittal sheets or memoranda, cover letters, exhibits, enclosures, comments or attachments to the Document in addition to the Document itself. For the avoidance of doubt, in the case of e-mail attachments, if either the e-mail or any of its attachments is responsive, produce the e-mail and all of the attachments.

13. All Documents shall be produced in such fashion as to identify the custodian or department in whose possession the Document was found and the business address of each Document's custodian(s).

14. The fact that a Document is produced by another party does not relieve You of the obligation to produce Your copy of the same Document, even if the two Documents are identical.

15. If You claim any ambiguity in interpreting a Request, definition, or instruction, You should not use that claim as a basis for refusing to respond, but shall set forth as part of Your response the language deemed to be ambiguous, and shall comply with any portion of the Request that You do not contend is ambiguous.

DOCUMENTS TO BE PRODUCED

1. All Documents concerning Your work with or on behalf of the FTX Group including any employment contract, consultancy agreement, or volunteer agreement.

2. All Documents concerning any advice or input you provided to Mr. Bankman-Fried or any other officer, director, or employee relating to the FTX Group.

3. All Documents concerning any assets of the Debtors, FTX Entities, Emergent, or any of their respective customers or other creditors, or any funds, fiat currency, Tokens or other digital assets, or other items of value transferred by, to, or from, or encumbered by any of the Debtors, the FTX Entities, or Emergent.

4. All Documents concerning any payments, digital assets, real estate, fiat currency, or other assets received from any of the entities in the FTX Group or Emergent, or from any officer, director or employee of any entity in the FTX Group or Emergent.

5. All Documents concerning Mr. Samuel Bankman-Fried's decision to resign his positions with the FTX Group and to appoint John J. Ray III as CEO of the FTX Group, including Your involvement in those decisions.

6. All Documents concerning the Debtors', the FTX Entities', or Emergent's business operations and financial performance.

7. All Documents concerning any assets of the Debtors, FTX Entities, Emergent, or any of their respective customers or other creditors, or any funds, fiat currency, Tokens or other digital assets, or other items of value transferred by, to, or from, or encumbered by any of the Debtors, the FTX Entities, or Emergent.

8. All Documents concerning Your personal finances, including any form of compensation or remuneration, investments, bank accounts, Wallets, real estate, securities brokerage accounts or similar holdings to which You had access, or the ability to direct someone to access, during the Relevant Period, and all statements, transaction records and other Documents associated therewith.

9. Documents sufficient to show the hosting exchanges or protocols for all Wallet addresses or accounts of any type owned, controlled by, or used by anyone trading or working on behalf of, or held in the name of or for the benefit of the Debtors or FTX Entities.

10. Documents sufficient to identify all bank accounts, depository accounts, payment process service accounts, brokerage accounts, or cryptocurrency exchange accounts owned,

controlled by, or used by anyone working on behalf of, or held in the name of or for the benefit of, any of the Debtors, the FTX Entities, or Emergent.

11. All Documents concerning any audit of any of the Debtors or the FTX Entities.
12. All Documents reflecting public addresses of any Wallet held by You, the Debtors, or anyone associated with any of the Debtors or the FTX Entities.
13. All Documents concerning the corporate structure, corporate governance policies or practices, corporate formalities, or appointment and or removal of officers and directors of any of the Debtors, the FTX Entities, or Emergent.
14. All Documents concerning the transfer of assets through or among the Debtors, the FTX Group, or Emergent, including internal policies and procedures regarding such transfers.
15. All Documents concerning the Debtors' and FTX Entities' risk management and automated liquidation systems, processes, and policies, including all Documents concerning how those systems, processes, and policies applied or did not apply to Alameda.
16. All Documents concerning payment by any entity within the FTX Group for any goods or services for the use or benefit of You or any of the following individuals:

- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Daniel Friedberg
- George Lerner
- John Samuel Trabucco
- Joseph Bankman
- Luk Wai "Jen" Chan

- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame
- Ryne Miller
- Samuel Bankman-Fried
- Zhe “Constance” Wang
- Zixiao “Gary” Wang

17. All Communications between You and any of the following individuals concerning the FTX Group or Emergent:

- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Daniel Friedberg
- George Lerner
- John Samuel Trabucco
- Joseph Bankman
- Luk Wai “Jen” Chan
- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame
- Ryne Miller

- Samuel Bankman-Fried
- Zhe “Constance” Wang
- Zixiao “Gary” Wang

18. All Documents concerning the minting or transfer of any digital assets (including Tokens) to, or at the direction of, any Bahamian Authority, or any Person affiliated with any Bahamian Authority, including all related Communications.

19. All Communications with any Bahamian Authority.

20. All Documents concerning any investments in or transactions with Moonstone Bank (previously known as Farmington State Bank) by or on behalf of You or any entity within the FTX Group.

21. All Documents concerning any payments or other transfers of value to any political campaigns, politicians, government officials, political action committees, political parties, or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Samuel Bankman-Fried, Caroline Ellison, Ryan Salame, Nishad Singh, or Zixiao “Gary” Wang.

22. All Documents concerning any payments or other transfers of value to charities, non-governmental organizations, or similar entities or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Samuel Bankman-Fried, Caroline Ellison, Ryan Salame, Nishad Singh, or Zixiao “Gary” Wang.

23. All Documents concerning Your, the Debtors’, or the FTX Entities’ retention or destruction of Documents during the Relevant Period.

24. Documents sufficient to identify any social media, e-mail, and any other messaging accounts used or controlled by You during the Relevant Period.

25. All Communications sent or received from personal e-mail accounts (including Gmail) or instant messaging accounts concerning the FTX Group or assets of the FTX Group or Alameda.

26. All Documents concerning any potential purchase of, investment in, or divestiture from any of the FTX Group entities by Binance or any of Binance's directors, officers, or controlling owners, or concerning any potential partnership or other transactions between any of the Debtors and Binance or any of Binance's directors, officers, or controlling owners, including the Letter of Intent signed November 8, 2022.

27. All Documents concerning any attempts after January 1, 2022 to procure funding or debt or equity investments for any or all entities in the FTX Group.

28. All Documents concerning any contemplated, potential, or actual purchases of real estate by or for the permanent or temporary use of any current or former officers, directors, employees, or contractors of any entities within the FTX Group, or for their friends, families, or other Persons, including any real estate within the Commonwealth of the Bahamas in which you have stayed or resided.

29. All Documents concerning any real property or other assets conveyed, transferred, leased or used by You provided by any member of the FTX Group or any officer, director, employee or agent of any member of the FTX Group.

30. All Documents concerning any attempt, successful or otherwise, to return real estate to the Debtors or FTX Entities.

31. All Documents concerning venture capital or other investments made by You or any entity within the FTX Group including Alameda's investment into Genesis Digital.

32. All Documents concerning any unauthorized accesses to the systems or digital assets of the FTX Group, including any access taking place on November 11, 2022 and November 12, 2022 not authorized by the Debtors.

33. All Documents concerning the impact of the collapse of TerraUSD and LUNA on the FTX Group.

34. All Documents concerning the impact of the collapse of Three Arrows Capital (3AC) on the FTX Group.

35. All Documents concerning any minting, trading, lending, or borrowing activities involving FTT Tokens or Serum Tokens by any entities within the FTX Group.

36. All Documents concerning Your advice given to Samuel Bankman-Fried with respect to any political campaigns, politicians, political action committees, political parties, or Persons affiliated with the foregoing made directly or indirectly.

Exhibit H

**DEBTORS' REQUESTS FOR PRODUCTION OF DOCUMENTS TO
JOSEPH BANKMAN**

Please take notice that, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, FTX Trading Ltd., and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) hereby serves the following requests for production of documents or categories of documents to Joseph Bankman, to be produced to the Debtors in accordance with the Definitions and Instructions below (the “Requests”).

DEFINITIONS

1. The term “Alameda” refers to, collectively, Alameda Research LLC and its subsidiary Debtors.
2. The term “any” means “each and every,” “any and all,” and “any one.”
3. The term “Bahamian Authority” shall refer to the Securities Commission of the Bahamas, the Office of the Attorney General and Ministry of Legal Affairs of the Bahamas, the Office of the Prime Minister of the Bahamas, and any other Person associated with or acting as an agent of the Commonwealth of the Bahamas.
4. The term “Binance” refers to, collectively, Binance Holdings Ltd., and any affiliated entities including Binance Capital Management Co., Ltd. and those doing business as CoinMarketCap, Sakura Exchange, and Binance.US.
5. The term “concerning” is to be understood in its broadest sense and means concerning, constituting, identifying, evidencing, summarizing, commenting upon, referring to, relating to, arising out of, describing, digesting, reporting, listing, analyzing, studying, discussing, stating, setting forth, reflecting, interpreting, concerning, recording, including, negating, manifesting, containing, or comprising the subject matter identified.

6. **“Communication”** shall mean the transmittal of facts, ideas, thoughts, opinions, data, inquiries or otherwise and includes correspondence, memoranda, reports, presentations, face-to-face conversations, telephone conversations, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp, or other similar application), voice messages, negotiations, agreements, inquiries, understandings, meetings, letters, notes, telegrams, mail, e-mail and postings of any type. A Request for Documents concerning any Communication among or between specified parties includes a Request for any Communication among or between such parties, whether or not such Communication included or was directed to any other Person.

7. The term “**Debtors**” refers to, collectively, FTX Trading Ltd. and affiliated debtors and debtors-in-possession,¹ which filed voluntary Chapter 11 petitions under the Bankruptcy Code commencing these Chapter 11 cases.

8. The term “**Document**” is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), made applicable by Federal Rule of Bankruptcy Procedure 7034, and includes audio files, electronic text, e-mail message (including draft and deleted e-mail messages and all attachments to any e-mail message), text messages, spreadsheets, Communications, and other computerized data (together with all ancillary agreements and Documents related thereto, including any easement, deed of trust, memorandum of lease, release, settlement, guarantee, assignment, assumption, plan, financing statement, notice, or other agreement or other Document entered into or filed in connection therewith). This includes any written, recorded, or graphic matter, in any language, whether produced or reproduced or stored on paper, cards, tape, film, computer, electronic storage devices, or any other media and includes

¹ A complete list of the Debtors may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

papers, trade letters, envelopes, telegrams, cables, messages, correspondence, memoranda, notes, e-mail, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp or other similar application), reports, studies, press releases, comparisons, books, accounts, checks, audio and video recordings, pleadings, testimony, articles, bulletins, pamphlets, brochures, magazines, questionnaires, surveys, charts, newspapers, calendars, lists, logs, publications, notices, diagrams, instructions, diaries, meeting minutes, orders, resolutions, agendas and memorials, or notes of oral Communications, together with all notations on any of the foregoing, all originals, file copies or other unique copies of the foregoing and all versions of drafts thereof, whether used or not. A request for all Documents concerning a particular subject matter includes within its scope all Communications concerning that subject matter. A draft or non-identical copy is a separate Document within the meaning of this term.

9. The term "**Emergent**" means Emergent Fidelity Technologies Ltd.

10. The term "**FTX Digital Markets**" means FTX Digital Markets Ltd., the debtor in the Chapter 15 proceeding pending before the United States Bankruptcy Court for the District of Delaware captioned *In re FTX Digital Markets Ltd.*, Case No. 22-11217 (JTD), with respect to a provisional liquidation in the Commonwealth of the Bahamas.

11. The term "**FTX Entities**" means collectively all affiliates of the Debtors that have not filed voluntary Chapter 11 petitions in the United States under the Bankruptcy Code, including FTX Digital Markets.

12. The term "**FTX Group**" means collectively the Debtors and the FTX Entities.

13. The term "**including**" means "including, but not limited to," and "including, without limitation." It shall not be construed to limit the scope of any definition or Request herein.

14. The term "**Person**" includes both the singular and the plural, and means any natural

Person, business entity, corporation, cooperative, bureau, public corporation, partnership, joint venture, firm, trust, estate, group, club, association, institute, society, office, organization, and any governmental entity or department, agency, bureau, or political subdivision thereof, or any other organization or entity.

15. The term "**Token**" is to be understood in its broadest sense and means any virtual currency Token or a denomination of a cryptocurrency.

16. The term "**Wallet**" refers to any device, program or network address that holds any cryptocurrency or cryptocurrency key.

17. The term "**You**" or "**Your**" shall refer to Mr. Joseph Bankman and all representatives, agents, advisors, and all other Persons or entities acting or purporting to act on Your behalf.

18. Whenever necessary to bring Documents or other information within the scope of these Requests that might otherwise be construed to be outside their scope: (i) the use of a verb in any tense shall be construed as the use of that verb in all other tenses; (ii) the use of a word in its singular form shall be deemed to include within its use the plural form as well; and (iii) the use of a word in its plural form shall be deemed to include within its use the singular form as well.

19. These Document Requests are continuing and require supplemental responses if the Debtors (or another Person or entity acting on the Debtors' behalf) obtains additional information called for by the Request between the time of the original response and the conclusion of the Debtors' Chapter 11 proceedings (or any adversarial proceeding arising therefrom).

20. The Debtors reserve the right to supplement, amend, and clarify these Requests at any time.

INSTRUCTIONS

1. Except as otherwise noted, this Request requires the production of Documents created in or referencing the time period beginning from January 1, 2019 and continuing until the present (the “**Relevant Period**”).

2. All discovery in connection with these Requests shall be subject to and conducted in accordance with the terms of any protective or confidentiality orders entered by the Court.

3. Please respond separately to each Request and produce all Documents responsive to the Requests that are within Your possession, custody, or control, or in the possession, custody, or control of any other Person or entity acting or purporting to act on Your behalf.

4. If You cannot fully respond to one or more of the Requests after exercising due diligence to secure the information requested thereby, please so state, and specify: (a) the portion of each Request that cannot be responded to fully and completely; (b) what efforts were made to obtain the requested information; (c) the facts relied upon that support Your contention that the Request(s) cannot be answered fully and completely; and (d) any knowledge, information, or belief You have concerning the unanswered portion of any such Request(s).

5. If there are no Documents responsive to any particular Request, please state so in writing.

6. Unless instructed otherwise, each Request shall be construed independently and not by reference to any other Request for the purpose of limitation or exclusion.

7. Please answer each Request separately and fully.

8. If You contend that any information requested in a Request is privileged or otherwise immune from discovery, or if any Document is withheld from production based on a claim of privilege, immunity, or other ground, please furnish a log specifying: (a) the nature of

the privilege being claimed and, if the privilege is being asserted in connection with a claim or defense governed by state or foreign law, the specific state or foreign privilege rule being invoked; and (b) unless divulgence of such information would cause disclosure of the allegedly privileged information, (i) the type of Document, (ii) the general subject matter of the Document, (iii) the date of the Document, and (iv) such other information as is sufficient to identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author to the addressee, and the names of all entities that received a copy of the Document.

9. If a portion of an otherwise responsive Document contains information subject to a claim of privilege or protection, only that portion of the Document subject to such claim shall be redacted from the Document and the rest shall be produced.

10. In the event any Document responsive to any Request has been lost, discarded, or destroyed, that Document is to be identified by stating as completely as possible: (a) the authors or creators of the Document; (b) all Persons who received copies of the Document, including the Document's indicated and blind copy recipients; (c) the custodian of the Document; (d) the date of the Document; (e) the type of Document (*e.g.*, memorandum, letter, report, email, Signal message); (f) the Document's date of destruction or discard, manner of destruction or discard, and the reason for destruction or discard; and (g) the Persons authorizing and carrying out such destruction or discarding of the Document.

11. Please produce all Documents in the manner in which they are maintained in the ordinary course.

12. If any part of a Document is responsive to these Requests, the entire Document shall be produced, including any and all file folders within which the Document was contained,

transmittal sheets or memoranda, cover letters, exhibits, enclosures, comments or attachments to the Document in addition to the Document itself. For the avoidance of doubt, in the case of e-mail attachments, if either the e-mail or any of its attachments is responsive, produce the e-mail and all of the attachments.

13. All Documents shall be produced in such fashion as to identify the custodian or department in whose possession the Document was found and the business address of each Document's custodian(s).

14. The fact that a Document is produced by another party does not relieve You of the obligation to produce Your copy of the same Document, even if the two Documents are identical.

15. If You claim any ambiguity in interpreting a Request, definition, or instruction, You should not use that claim as a basis for refusing to respond, but shall set forth as part of Your response the language deemed to be ambiguous, and shall comply with any portion of the Request that You do not contend is ambiguous.

DOCUMENTS TO BE PRODUCED

1. All Documents concerning Your work with the FTX Group including any employment contract, consultancy agreement, or volunteer agreement.

2. All Documents concerning any assets of the Debtors, FTX Entities, Emergent, or any of their respective customers or other creditors, or any funds, fiat currency, Tokens or other digital assets, or other items of value transferred by, to, or from, or encumbered by any of the Debtors, the FTX Entities, or Emergent.

3. All Documents concerning any payments, digital assets, real estate, fiat currency, or other assets received from any of the entities in the FTX Group or Emergent, or from any officer, director or employee of any entity in the FTX Group or Emergent.

4. All Documents concerning Mr. Samuel Bankman-Fried's decision to resign his positions with the FTX Group and to appoint John J. Ray III as CEO of the FTX Group, including Your involvement in those decisions.

5. All Documents concerning the Debtors', the FTX Entities', or Emergent's business operations and financial performance.

6. All Documents concerning any assets of the Debtors, FTX Entities, Emergent, or any of their respective customers or other creditors, or any funds, fiat currency, Tokens or other digital assets, or other items of value transferred by, to, or from, or encumbered by any of the Debtors, the FTX Entities, or Emergent.

7. All Documents concerning Your personal finances, including any form of compensation or remuneration, investments, bank accounts, Wallets, securities brokerage accounts or similar holdings to which You had access, or the ability to direct someone to access, during the Relevant Period, and all statements, transaction records and other Documents associated therewith.

8. Documents sufficient to show the hosting exchanges or protocols for all Wallet addresses or accounts of any type owned, controlled by, or used by anyone trading or working on behalf of, or held in the name of or for the benefit of the Debtors or FTX Entities.

9. Documents sufficient to identify all bank accounts, depository accounts, payment process service accounts, brokerage accounts, or cryptocurrency exchange accounts owned, controlled by, or used by anyone working on behalf of, or held in the name of or for the benefit of, any of the Debtors, the FTX Entities, or Emergent.

10. All Documents concerning any audit of any of the Debtors or the FTX Entities.

11. All Documents reflecting public addresses of any Wallet held by You, the Debtors, or anyone associated with any of the Debtors or the FTX Entities.

12. All Documents concerning the corporate structure, corporate governance policies or practices, corporate formalities, or appointment and or removal of officers and directors of any of the Debtors, the FTX Entities, or Emergent.

13. All Documents concerning the transfer of assets through or among the Debtors, the FTX Group, or Emergent, including internal policies and procedures regarding such transfers.

14. All Documents concerning the Debtors' and FTX Entities' risk management and automated liquidation systems, processes, and policies, including all Documents concerning how those systems, processes, and policies applied or did not apply to Alameda.

15. All Documents concerning payment by any entity within the FTX Group for any goods or services for the use or benefit of You or any of the following individuals:

- Barbara Fried
- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Constance Wang
- Daniel Friedberg
- George Lerner
- Jen Chan
- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame
- Ryne Miller

- Samuel Bankman-Fried
- Samuel Trabucco
- Zixiao “Gary” Wang

16. All Communications between You and any of the following individuals concerning the FTX Group or Emergent:

- Barbara Fried
- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Constance Wang
- Daniel Friedberg
- George Lerner
- Jen Chan
- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame
- Ryne Miller
- Samuel Bankman-Fried
- Samuel Trabucco
- Zixiao “Gary” Wang

17. All Documents concerning the minting or transfer of any digital assets (including Tokens) to, or at the direction of, any Bahamian Authority, or any Person affiliated with any Bahamian Authority, including all related Communications.

18. All Communications with any Bahamian Authority.

19. All Documents concerning any investments in or transactions with Moonstone Bank (previously known as Farmington State Bank) by or on behalf of You or any entity within the FTX Group.

20. All Documents concerning any payments or other transfers of value to any political campaigns, politicians, political action committees, political parties, or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Samuel Bankman-Fried, Caroline Ellison, Ryan Salame, Nishad Singh, or Zixiao “Gary” Wang.

21. All Documents concerning any payments or other transfers of value to charities, non-governmental organizations, or similar entities or Persons affiliated with the foregoing made directly or indirectly by You, any member of Your family, any entity within the FTX Group, Emergent, Samuel Bankman-Fried, Caroline Ellison, Ryan Salame, Nishad Singh, or Zixiao “Gary” Wang.

22. All Documents concerning Your, the Debtors’, or the FTX Entities’ retention or destruction of Documents during the Relevant Period.

23. Documents sufficient to identify any social media, e-mail, and any other messaging accounts used or controlled by You during the Relevant Period.

24. All Communications sent or received from personal e-mail accounts (including Gmail) or instant messaging accounts concerning the FTX Group or assets of the FTX Group or Alameda.

25. All Documents concerning any potential purchase of, investment in, or divestiture from any of the FTX Group entities by Binance or any of Binance's directors, officers, or controlling owners, or concerning any potential partnership or other transactions between any of the Debtors and Binance or any of Binance's directors, officers, or controlling owners, including the Letter of Intent signed November 8, 2022.

26. All Documents concerning any attempts after January 1, 2022 to procure funding or debt or equity investments for any or all entities in the FTX Group.

27. All Documents concerning any contemplated, potential, or actual purchases of real estate by or for the permanent or temporary use of any current or former officers, directors, employees, or contractors of any entities within the FTX Group, or for their friends, families, or other Persons, including any real estate within the Commonwealth of the Bahamas in which you have stayed or resided.

28. All Documents concerning any attempt, successful or otherwise, to return real estate to the Debtors or FTX Entities.

29. All Documents concerning venture capital or other investments made by You or any entity within the FTX Group including Alameda's investment into Genesis Digital.

30. All Documents concerning any unauthorized accesses to the systems or digital assets of the FTX Group, including any access taking place on November 11, 2022 and November 12, 2022 not authorized by the Debtors.

31. All Documents concerning the impact of the collapse of TerraUSD and LUNA on the FTX Group.

32. All Documents concerning the impact of the collapse of Three Arrows Capital (3AC) on the FTX Group.

33. All Documents concerning any minting, trading, lending, or borrowing activities involving FTT Tokens or Serum Tokens by any entities within the FTX Group.

Exhibit I

**DEBTORS' REQUESTS FOR PRODUCTION OF DOCUMENTS TO
GABRIEL BANKMAN-FRIED**

Please take notice that, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure, FTX Trading Ltd., and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”) hereby serves the following requests for production of documents or categories of documents to Gabriel Bankman-Fried, to be produced to the Debtors in accordance with the Definitions and Instructions below (the “Requests”).

DEFINITIONS

1. The term “Alameda” refers to, collectively, Alameda Research LLC and its subsidiary Debtors.
2. The term “any” means “each and every,” “any and all,” and “any one.”
3. The term “Bahamian Authority” shall refer to the Securities Commission of the Bahamas, the Office of the Attorney General and Ministry of Legal Affairs of the Bahamas, the Office of the Prime Minister of the Bahamas, and any other Person associated with or acting as an agent of the Commonwealth of the Bahamas.
4. The term “Binance” refers to, collectively, Binance Holdings Ltd., and any affiliated entities including Binance Capital Management Co., Ltd. and those doing business as CoinMarketCap, Sakura Exchange, and Binance.US.
5. The term “concerning” is to be understood in its broadest sense and means concerning, constituting, identifying, evidencing, summarizing, commenting upon, referring to, relating to, arising out of, describing, digesting, reporting, listing, analyzing, studying, discussing, stating, setting forth, reflecting, interpreting, concerning, recording, including, negating, manifesting, containing, or comprising the subject matter identified.

6. **“Communication”** shall mean the transmittal of facts, ideas, thoughts, opinions, data, inquiries or otherwise and includes correspondence, memoranda, reports, presentations, face-to-face conversations, telephone conversations, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp, or other similar application), voice messages, negotiations, agreements, inquiries, understandings, meetings, letters, notes, telegrams, mail, e-mail and postings of any type. A Request for Documents concerning any Communication among or between specified parties includes a Request for any Communication among or between such parties, whether or not such Communication included or was directed to any other Person.

7. The term “**Debtors**” refers to, collectively, FTX Trading Ltd. and affiliated debtors and debtors-in-possession,¹ including Alameda Research LLC, which filed voluntary Chapter 11 petitions under the Bankruptcy Code commencing these Chapter 11 cases.

8. The term “**Document**” is defined to be synonymous in meaning and equal in scope to the usage of this term in Fed. R. Civ. P. 34(a), made applicable by Federal Rule of Bankruptcy Procedure 7034, and includes audio files, electronic text, e-mail message (including draft and deleted e-mail messages and all attachments to any e-mail message), text messages, spreadsheets, Communications, and other computerized data (together with all ancillary agreements and Documents related thereto, including any easement, deed of trust, memorandum of lease, release, settlement, guarantee, assignment, assumption, plan, financing statement, notice, or other agreement or other Document entered into or filed in connection therewith). This includes any written, recorded, or graphic matter, in any language, whether produced or reproduced or stored on paper, cards, tape, film, computer, electronic storage devices, or any other media and includes

¹ A complete list of the Debtors may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

papers, trade letters, envelopes, telegrams, cables, messages, correspondence, memoranda, notes, e-mail, text messages, instant messages (including messages sent using Slack, Signal, WhatsApp or other similar application), reports, studies, press releases, comparisons, books, accounts, checks, audio and video recordings, pleadings, testimony, articles, bulletins, pamphlets, brochures, magazines, questionnaires, surveys, charts, newspapers, calendars, lists, logs, publications, notices, diagrams, instructions, diaries, meeting minutes, orders, resolutions, agendas and memorials, or notes of oral Communications, together with all notations on any of the foregoing, all originals, file copies or other unique copies of the foregoing and all versions of drafts thereof, whether used or not. A request for all Documents concerning a particular subject matter includes within its scope all Communications concerning that subject matter. A draft or non-identical copy is a separate Document within the meaning of this term.

9. The term “**Foundations**” refers to any non-profit, non-governmental organization, charity or similar entity that You or Samuel Bankman-Fried, or Persons associated with You or Samuel Bankman-Fried, founded, directed, advised or were otherwise involved with, including but not limited to, Guarding Against Pandemics, Building a Stronger Future, Defending America Together, People for Progressive Governance, Planning for Tomorrow, Prosperity Through Enterprise, Protect Our Future, American Dream Institute, and American Dream Federal Action.

10. The term “**FTX Entities**” means collectively all affiliates of the Debtors that have not filed voluntary Chapter 11 petitions in the United States under the Bankruptcy Code.

11. The term “**FTX Group**” means collectively the Debtors and the FTX Entities.

12. The term “**including**” means “including, but not limited to,” and “including, without limitation.” It shall not be construed to limit the scope of any definition or Request herein.

13. The term “**Person**” includes both the singular and the plural, and means any natural

Person, business entity, corporation, cooperative, bureau, public corporation, partnership, joint venture, firm, trust, estate, group, club, association, institute, society, office, organization, and any governmental entity or department, agency, bureau, or political subdivision thereof, or any other organization or entity.

14. The term "**Token**" is to be understood in its broadest sense and means any virtual currency Token or a denomination of a cryptocurrency.

15. The term "**Wallet**" refers to any device, program or network address that holds any cryptocurrency or cryptocurrency key.

16. The term "**You**" or "**Your**" shall refer to Mr. Gabriel Bankman-Fried and all representatives, agents, advisors, and all other Persons or entities acting or purporting to act on Your behalf.

17. Whenever necessary to bring Documents or other information within the scope of these Requests that might otherwise be construed to be outside their scope: (i) the use of a verb in any tense shall be construed as the use of that verb in all other tenses; (ii) the use of a word in its singular form shall be deemed to include within its use the plural form as well; and (iii) the use of a word in its plural form shall be deemed to include within its use the singular form as well.

18. These Requests are continuing and require supplemental responses if You or another Person or entity acting on Your behalf obtain additional information between the time of the original response and the conclusion of the Debtors' Chapter 11 proceedings (or any adversarial proceeding arising therefrom).

19. The Debtors reserve the right to supplement, amend, and clarify these Requests at any time.

INSTRUCTIONS

1. Except as otherwise noted, this Request requires the production of Documents created in or referencing the time period beginning from January 1, 2019 and continuing until the present (the “**Relevant Period**”).

2. All discovery in connection with these Requests shall be subject to and conducted in accordance with the terms of any protective or confidentiality orders entered by the Court.

3. Please respond separately to each Request and produce all Documents responsive to the Requests that are within Your possession, custody, or control, or in the possession, custody, or control of any other Person or entity acting or purporting to act on Your behalf.

4. If You cannot fully respond to one or more of the Requests after exercising due diligence to secure the information requested thereby, please so state, and specify: (a) the portion of each Request that cannot be responded to fully and completely; (b) what efforts were made to obtain the requested information; (c) the facts relied upon that support Your contention that the Request(s) cannot be answered fully and completely; and (d) any knowledge, information, or belief You have concerning the unanswered portion of any such Request(s).

5. If there are no Documents responsive to any particular Request, please state so in writing.

6. Unless instructed otherwise, each Request shall be construed independently and not by reference to any other Request for the purpose of limitation or exclusion.

7. Please answer each Request separately and fully.

8. If You contend that any information requested in a Request is privileged or otherwise immune from discovery, or if any Document is withheld from production based on a

claim of privilege, immunity, or other ground, please furnish a log specifying: (a) the nature of the privilege being claimed and, if the privilege is being asserted in connection with a claim or defense governed by state or foreign law, the specific state or foreign privilege rule being invoked; and (b) unless divulgence of such information would cause disclosure of the allegedly privileged information, (i) the type of Document, (ii) the general subject matter of the Document, (iii) the date of the Document, and (iv) such other information as is sufficient to identify the Document for a subpoena *duces tecum*, including, where appropriate, the author of the Document, the addressee of the Document, and, where not apparent, the relationship of the author to the addressee, and the names of all entities that received a copy of the Document.

9. If a portion of an otherwise responsive Document contains information subject to a claim of privilege or protection, only that portion of the Document subject to such claim shall be redacted from the Document and the rest shall be produced.

10. In the event any Document responsive to any Request has been lost, discarded, or destroyed, that Document is to be identified by stating as completely as possible: (a) the authors or creators of the Document; (b) all Persons who received copies of the Document, including the Document's indicated and blind copy recipients; (c) the custodian of the Document; (d) the date of the Document; (e) the type of Document (*e.g.*, memorandum, letter, report, email, Signal message); (f) the Document's date of destruction or discard, manner of destruction or discard, and the reason for destruction or discard; and (g) the Persons authorizing and carrying out such destruction or discarding of the Document.

11. Please produce all Documents in the manner in which they are maintained in the ordinary course.

12. If any part of a Document is responsive to these Requests, the entire Document shall be produced, including any and all file folders within which the Document was contained, transmittal sheets or memoranda, cover letters, exhibits, enclosures, comments or attachments to the Document in addition to the Document itself. For the avoidance of doubt, in the case of e-mail attachments, if either the e-mail or any of its attachments is responsive, produce the e-mail and all of the attachments.

13. All Documents shall be produced in such fashion as to identify the custodian or department in whose possession the Document was found and the business address of each Document's custodian(s).

14. The fact that a Document is produced by another party does not relieve You of the obligation to produce Your copy of the same Document, even if the two Documents are identical.

15. If You claim any ambiguity in interpreting a Request, definition, or instruction, You should not use that claim as a basis for refusing to respond, but shall set forth as part of Your response the language deemed to be ambiguous, and shall comply with any portion of the Request that You do not contend is ambiguous.

DOCUMENTS TO BE PRODUCED

1. All Documents concerning Your work with the Foundations or the FTX Group including any employment contract, consultancy agreement, or volunteer agreement, whether formal or informal.

2. Documents sufficient to identify all employees, officers, directors, or contractors of the Foundations, as well as documents sufficient to show compensation, benefits, and any other remuneration they received directly or indirectly.

3. All Documents concerning any assets of the FTX Group, the Foundations, or any of their respective customers or other creditors, or any funds, fiat currency, Tokens or other digital

assets, or other items of value transferred by, to, or from, or encumbered by the FTX Group or the Foundations.

4. All Documents concerning any payments, digital assets, real estate, fiat currency, or other assets that You or the Foundations received from any the FTX Group or from any Person associated with the FTX Group.

5. All Documents concerning the Foundations' or the FTX Group's business operations and financial performance.

6. All Documents concerning Your personal finances, including any investments, bank accounts, Wallets, securities brokerage accounts or similar holdings to which You had access, or the ability to direct someone to access, during the Relevant Period, and all statements, transaction records and other Documents associated therewith.

7. Documents sufficient to show the hosting exchanges or protocols for all Wallet addresses or accounts of any type owned, controlled by, or used by anyone trading or working on behalf of, or held in the name of or for the benefit of the FTX Group or the Foundations.

8. Documents sufficient to identify all bank accounts, depository accounts, payment process service accounts, brokerage accounts, or cryptocurrency exchange accounts owned, controlled by, or used by anyone working on behalf of, or held in the name of or for the benefit of, the FTX Group or the Foundations.

9. All Documents concerning any audit of any of the Foundations or the FTX Group.

10. All Documents reflecting public addresses of any Wallet held by You, the Foundations, the FTX Group, or any Person associated with them.

11. All Documents concerning the corporate structure, corporate governance policies or practices, corporate formalities, or appointment and or removal of officers and directors of any of the FTX Group or the Foundations.

12. All Documents concerning the transfer of assets through or among the FTX Group or the Foundations, including internal policies and procedures regarding such transfers.

13. All Documents concerning the FTX Group's risk management and automated liquidation systems, processes, and policies, including all Documents concerning how those systems, processes, and policies applied or did not apply to Alameda.

14. All Documents concerning Samuel Bankman-Fried's decision to resign his positions with the FTX Group.

15. All Documents concerning Samuel Bankman-Fried's decision to appoint John J. Ray III as CEO of the FTX Group.

16. All Documents concerning payment by the FTX Group for any goods or services for the use or benefit of You, the Foundations, or any of the following individuals:

- Barbara Fried
- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Daniel Friedberg
- George Lerner
- John Samuel Trabucco
- Joseph Bankman
- Luk Wai "Jen" Chan

- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame
- Ryne Miller
- Samuel Bankman-Fried
- Zhe “Constance” Wang
- Zixiao “Gary” Wang

17. All Communications between You and any of the following individuals concerning the FTX Group or the Foundations:

- Barbara Fried
- Brett Harrison
- Can Sun
- Caroline Ellison
- Claire Watanabe
- Daniel Friedberg
- George Lerner
- John Samuel Trabucco
- Joseph Bankman
- Luk Wai “Jen” Chan
- Nathaniel Parke
- Nishad Singh
- Ramnik Arora
- Ryan Salame

- Ryne Miller
- Samuel Bankman-Fried
- Zhe “Constance” Wang
- Zixiao “Gary” Wang

18. All Documents concerning the minting or transfer of any assets (including Tokens) to, or at the direction of, any Bahamian Authority, or any Person affiliated with any Bahamian Authority, including all related Communications.

19. All Communications with any Bahamian Authority.

20. All Documents concerning any investments in or transactions with Moonstone Bank (previously known as Farmington State Bank) by or on behalf of You, the FTX Group, or the Foundations.

21. All Documents concerning any payments or other transfers of value to any political campaigns, politicians, government officials, political action committees, political parties, or Persons affiliated with the foregoing made directly or indirectly by You, the Foundations, any member of Your family, the FTX Group, or any officer, director, employee or contractor of the FTX Group or the Foundations, including Zixiao “Gary” Wang, Caroline Ellison, Nishad Singh, or Ryan Salame.

22. All Documents concerning any payments or other transfers of value to charities, non-governmental organizations, or similar entities or Persons affiliated with the foregoing made directly or indirectly by You, the Foundations, any member of Your family, the FTX Group, or any officer, director, employee or contractor of the FTX Group or the Foundations, including Zixiao “Gary” Wang, Caroline Ellison, Nishad Singh, or Ryan Salame.

23. All Documents concerning any payments or other transfers of value to the Foundations made directly or indirectly by You, any member of Your family, any entity within the FTX Group or any Person associated with the FTX Group.

24. All Documents concerning Your, the FTX Group's or the Foundations' retention or destruction of Documents during the Relevant Period.

25. Documents sufficient to identify any social media, e-mail, and any other messaging accounts (including Signal) used or controlled by You or the Foundations during the Relevant Period.

26. All Communications sent or received from personal e-mail accounts (including Gmail) or instant messaging accounts (including Signal) concerning the FTX Group, the Foundations or any assets of the FTX Group or the Foundations.

27. All Documents concerning any potential purchase of, investment in, or divestiture from the FTX Group entities by Binance or any of Binance's directors, officers, or controlling owners, or concerning any potential partnership or other transactions between any of the Debtors and Binance or any of Binance's directors, officers, or controlling owners, including the Letter of Intent signed November 8, 2022.

28. All Documents concerning any attempts after January 1, 2022 to procure funding or debt or equity investments for the FTX Group.

29. All Documents concerning any contemplated, potential, or actual purchases of real estate by or for the permanent or temporary use of any current or former officers, directors, employees, or contractors of the FTX Group, or for their friends, families, or other Persons.

30. All Documents concerning any unauthorized accesses to the systems or digital assets of the FTX Group, including any access taking place on November 11, 2022 and November 12, 2022 not authorized by the Debtors.

31. All Documents concerning venture capital or other investments made by You or the FTX Group including Alameda's investment into Genesis Digital.

32. All Documents concerning the impact of the collapse of TerraUSD and LUNA on the FTX Group.

33. All Documents concerning the impact of the collapse of Three Arrows Capital (3AC) on the FTX Group.

34. All Documents concerning any minting, trading, lending, or borrowing activities involving FTT Tokens or Serum Tokens by any entities within the FTX Group.