

Exchange Terms and Conditions

Part 1 About this document and our relationship

DISCLAIMER

By signing up to use our Services through <https://www.bitmarkets.com/> you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy and Cookie Policy.

You should be aware that the risk of loss in trading or holding crypto-currencies can be substantial. As with any asset, the value of crypto-currencies can go up or down and there can be a substantial risk that you lose money buying, selling, or holding, crypto-currencies. You should carefully consider whether trading or holding crypto-currencies is suitable for you in light of your financial condition.

IMPORTANT NOTICE

ACCESSING, PURCHASING OR USING THE APP MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS AND USERS ACTIVITIES MAY BE SUBJECT TO LEGAL INVESTMENT LAWS AND REGULATIONS OR REVIEW OR REGULATION BY CERTAIN AUTHORITIES.

THIS AGREEMENT IS FOR CUSTOMERS WHO RESIDE OUTSIDE THE UNITED STATES. THE APP IS NOT A REGISTERED EXCHANGE UNDER SECTION 6 OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934. THE APP MAY NOT BE ACCESSED OR USED BY OR OTHERWISE OFFERED, SOLD, DELIVERED OR TRANSFERRED WITHIN THE UNITED STATES.

1 Definitions

1.1 Defined terms

The following terms have the following meanings, unless the contrary intention appears.

Account means an account that is established by the Company in your name for the purposes of using the Exchange, which may be made available through the Website, App and/or other means as determined by the Company in its sole discretion. It includes the Spot Wallet or any other virtual asset wallet(s) established by the Company to trade Virtual Assets or provide specific services under this Agreement

Addendum or **Addenda** has the meaning given to it in the definition of "Agreement" under this clause 1.1.

Advanced Order means any Order type made available on the Website and/or App from time to time that is not a Maker Order, Market Order or a Limit Order.

Affiliate means any person, directly or indirectly controlling, controlled by or under direct or indirect common control with another person, where control may be by management authority, equity interest or otherwise.

Agreed Communication Method means:

- (a) the Website;
- (b) App; and
- (c) any other communication method as notified by the Company to you as another Agreed Communication Method, or otherwise in writing, as being appropriate for submitting Orders.

Agreement means the agreement between the Company and you that is made up of the following documents:

- (a) These Exchange Terms and Conditions.
- (b) Your Application.
- (c) Any Confirmations to which you are party.
- (d) Any document or part of the Website and/or App that sets out the Fees and Costs that may apply to the Exchange.
- (e) The Exchange FAQs.
- (f) The Exchange Rulebook.
- (g) Any Addendum which governs additional products and services (other than your use of the Exchange and/or the Account) offered through the Exchange.
- (h) Any other rules, notifications, guidelines, terms, agreement or other document designated by us to form part of the Agreement.

Airdrop means a distributed or attempted distribution where an address that holds a Virtual Asset receives or is allocated a certain amount of the same or another Virtual Asset.

AML/CTF Requirements mean any Applicable Law pertaining to money laundering, terrorism financing, bribery, corruption, tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or Sanctions.

App means the mobile application software developed, owned, and made available by the Company which allow you to access one or more of the services under this Agreement and any and all updates, upgrades, supplements, releases and versions thereof.

Applicable Law means any applicable common law, principles of equity, and laws made by a government or relevant authority or judicial body, including regulations, rules, decrees, court judgments, arbitral awards, office directives, requests, policies, codes, circulars, guidelines or other

instruments (whether or not having the force of law), and consolidations, amendments, re-enactments or replacements of any of them from time to time. For the avoidance of doubt, Applicable Law includes AML/CTF Requirements and Financial Crime Regulation in the jurisdiction where the Company is incorporated.

Application means an:

- (a) application to use the Exchange; and
- (b) application for an Account,

in the form specified by the Company through an Agreed Communication Method.

Arbitrage means a trading practice whereby a person takes advantage of the significant price differences of cryptocurrencies between cryptocurrency exchanges, whereby a person buys a cryptocurrency from one exchange and thereafter immediately sell the same cryptocurrency to another exchange for a higher price resulting to a profit by reason of the deviation in the quoted price between the said exchanges.

Authorised Person means any person that you authorise (either alone or collectively) and the Company approves to act on your behalf in giving Instructions, operating your Account or performing any other act in connection with the Agreement.

Available Balance means your Total Asset Value less any amounts held for Open Orders and Fees.

Available Jurisdiction means a jurisdiction which where the Exchange is available for service and is not Restricted Jurisdiction.

Base Asset means the Virtual Asset being traded on the Order Book and/or the first Virtual Asset stated in a Trading Pair.

BITmarkets refer to all parties that run BITmarkets, including but not limited to legal persons (including BITmarkets UAB, Unicorn Technologies Ltd), unincorporated organizations and teams that provide BITmarkets Services and are responsible for such services.

Business Day means a day that is not a Saturday, Sunday, other general holiday.

Company means BITmarkets, which refers to an ecosystem comprising BITmarkets websites (whose domain names include but are not limited to www.bitmarkets.com), mobile applications, clients and other websites and/or applications that are operated and developed to offer BITmarkets services, and included independently-operated platforms, websites and clients within the ecosystem (the "Interface"). In case of any inconsistency between relevant terms of use of the above platforms and the contents of these Conditions, the respective applicable terms of such platforms shall prevail.

Confirmation means a trade confirmation (or similar) relating to an Executed Order.

Control of a person includes the power to directly or indirectly:

- (a) determine the management or policies of the person;
- (b) control the membership of the board or other governing body of the person; or
- (c) control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the person, regardless of whether the power is in writing or not, enforceable or unenforceable, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise

Controller of a person means the person that has the power to Control that person.

Costs include costs, fees, charges, disbursements and/or expenses, including those arising in connection with:

- (a) Virtual Asset networks or blockchains underlying a Virtual Asset; and
- (b) engagement of third-party service providers (on a full indemnity basis) including legal advisers, trustees, or any agent, delegate nominee or custodian appointed by us.

Counter Asset means the Virtual Asset or Fiat Currency in which trading is denominated on the Order Book and/or the second Virtual Asset or Fiat Currency stated in a Trading Pair.

Deceptive Activity occurs where a person, directly or indirectly, in a transaction involving any Virtual Asset:

- (a) employs any device, scheme or artifice with intent to defraud or deceive; or
- (b) engages in any act, practice or course of business which is fraudulent or deceptive, or would operate as a fraud or deception.

Dispute includes any dispute, controversy, difference or claim arising out of or in connection with the Agreement or the subject matter of the Agreement, including any question concerning its formation, validity, interpretation, performance, breach and termination.

Eligible Virtual Asset means a Virtual Asset that:

- (a) has not been associated with a wallet address that is or has been blacklisted or otherwise identified by a Government Agency or relevant authority as being related to a breach or potential breach of the Applicable Law;
- (b) is not otherwise associated with suspicious or illicit activities, including the dark web or ransomware cases; or
- (c) is otherwise available for trading on the Website and/or App, in each case, as determined by the Company in its sole discretion, having regard to Applicable Law, the Company's internal policies and any other relevant considerations.

Enabled Device means the mobile device or other device successfully registered by you for the use in connection with the Exchange, the App, and Services under this Agreement.

Encumbrance means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;

- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist.

Event of Default means any event specified in these Exchange Terms and Conditions as giving rise to the right of the Company to terminate the Agreement immediately by notice.

Exchange means the exchange that is operated by the Company in accordance with the Agreement.

Exchange FAQs means the applicable “Exchange FAQs” published on the Website by the Company.

Exchange Market Data means any data, information and/or Exchange Materials made available to you through the App, Website and/or other products, including any application programming interfaces. This may include, but is not limited to, order book information, prices, quantities of orders, transactions made on or in relation to the Company products.

Exchange Materials means the Trading Tools, marketing information and other materials available on or via the Exchange.

Exchange Rulebook means the applicable “Exchange Rulebook” published on the Website and/or App by the Company.

Exchange Terms and Conditions or Terms means this document.

Execution means the matching of two Orders, and “**Executed**” and “**Executed Orders**” are to be interpreted accordingly.

False or Misleading Information Disclosure occurs when a person:

- (a) discloses, circulates or disseminates;
- (b) authorises or is concerned in the disclosure, circulation or dissemination of, information that is likely to:
 - (i) induce another person to trade Assets;
 - (ii) induce the trading of Assets by another person; or
 - (iii) maintain, increase, reduce or stabilise the price of Assets,

where:

- (A) the information is false or misleading as to a material fact, or is false or misleading through the omission of a material fact; and
- (B) the person knows that, or is reckless or negligent as to whether, the information is false or misleading as to a material fact, or is false or misleading through the omission of a material fact.

False Trading occurs when a person does anything or causes anything, intentionally, negligently or recklessly, that has the effect, or is likely to have the effect of:

- (a) creating a false or misleading appearance of active trading in an Asset; or
- (b) creating an artificial price, or maintaining the price at a level that is an artificial price, for an Asset.

Feedback has the meaning given to it in clause 24.21(b).

Fees means all fees imposed by us for the use of the Exchange and/or Services.

Fiat Currency means any asset that is:

- (a) legal tender in a country or territory; and
 - (b) customarily used and accepted as a medium of exchange in its country or territory of issue;
- in each case as determined by us.

Fill or **Filled** means to satisfy an Order and/or matching of two Orders.

Financial Crime Regulation means any Applicable Law, internal policy or regulatory requirement pertaining to money laundering, terrorism financing, bribery, corruption, Tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or evasion of sanctions. A reference to a violation of Financial Crime Regulation includes any acts or attempts to circumvent or violate any Applicable Laws relating to Financial Crime Regulation.

Force Majeure Event means any event that is beyond our reasonable control and prevents us or delays us from performing our obligations under the Agreement, including:

- (a) acts of God (including earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, epidemics, pandemic, drought or meteor);
- (b) acts of war and terrorism, declared or undeclared (including invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power);
- (c) civil disorder (including any act of a public enemy, sabotage, malicious damage, terrorism or civil unrest);
- (d) embargoes (including confiscation, nationalisation, requisition, expropriation, prohibition, restraint or damage to property by or under the order of any government or government authority);
- (e) natural disasters;
- (f) unnatural disasters (including ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel);
- (g) labour disputes (including strikes, blockades, lock out or other industrial disputes);

- (h) failure or interruption in the internet, public and private communications networks and facilities, communication channels or information systems, or other infrastructure, systems, operations or of equipment relevant to the provision or use of the Exchange;
 - (i) viruses, malwares, other malicious computer codes or the hacking of any part of the Exchange or Services;
 - (j) delay, failure or interruption in, or unavailability of, third party services and sites;
 - (k) acts or omissions of acts of a party for whom we are not responsible;
 - (l) data breaches or data-processing failures; or
- (m) adoption of or any change in Applicable Law, or the promulgation of or any change in the interpretation in Applicable Law by any relevant Government Agency, or the public statement or action by any Government Agency or its official or representative thereof acting in an official capacity.

Fork means changes in operating rules of the underlying protocols of a Virtual Asset that may result in:

- (a) more than one version of that Virtual Asset;
- (b) material changes in the value, function, and/or the name of a Virtual Asset; and/or
- (c) the Company holding an amount (which may be an identical amount) of Virtual Assets associated with each forked network, in each case as determined by us in our sole discretion.

Government Agency means any government, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Hold means the setting aside of Virtual Assets allocated to an Order.

Infrastructure Participant means trading venues and other financial market infrastructures that facilitate the clearing, settlement, and recording of transactions relating to Virtual Assets.

Inside Information means, in relation to an Issuer, specific information that is:

- (a) about:
 - (i) the Issuer;
 - (ii) a Controller or Senior Manager of the Issuer; or
 - (iii) the Virtual Assets of the Issuer; and
- (b) not generally known to the persons who are accustomed or would be likely to deal in the Virtual Assets of the Issuer but would if generally known to them be likely to materially affect the value of the Virtual Assets.

Insider Dealing occurs when a person who has information which that person knows is Inside Information in relation to an Issuer:

- (a) deals in a Virtual Asset that is issued by that Issuer;
- (b) counsels or procures another person to deal in any Virtual Asset that is issued by that Issuer; or
- (c) discloses the Inside Information, directly or indirectly, to another person.

A person is **Insolvent** if it:

- (a) makes a general arrangement or composition with or for the benefit of its creditors;
- (b) institutes or has instituted against it any voluntary or involuntary proceeding seeking relief under any insolvency, bankruptcy or other law affecting creditors' rights, or, has a winding-up or liquidation petition presented against it and such proceeding or petition:
 - (i) results in a judgment of insolvency or bankruptcy liquidation of the person or the entry of an order for relief or winding-up or liquidation; or
 - (ii) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or petition (as the case may be);
- (d) is dissolved other than pursuant to a consolidation, amalgamation or merger;
- (e) is unable to pay its debts as they become due or admits in writing of its inability to pay its debts as they become due;
- (f) seeks or becomes subject to the appointment of an administrator, liquidator, receiver, trustee or other similar official for it or for all or substantially all of its assets;
- (g) causes or is subject to any event with respect to it which, under Applicable Law, has an effect analogous to any of the events specified in paragraphs (a) to (e); or
- (h) takes any action in furtherance of or indicating its consent to any of the events specified in paragraphs (a) to (e).

Intellectual Property Rights means any and all present and future intellectual property rights, conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, inventions, concepts, discoveries, designs, copyright, moral rights, trade marks, service marks, trade names, brand names, business names, product names, domain names or rights in designs, art, images, drawings, know how, product names, trading styles, get-up, processes, methodologies, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;

- (b) any application or right to apply for registration of any of these rights or other rights of a similar nature arising or capable of arising under statute or at common law anywhere in the world;
- (c) other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation 1967;
- (d) any registration of any of those rights or any registration of any application referred to in paragraph (b); and all renewals and extensions of these rights.

Issuer means any person that issues a Virtual Asset. For the avoidance of doubt, a Virtual Asset is not required to have an Issuer.

Instruction means an instruction from you to the Company in relation to the Exchange, your Account or any services under this Agreement.

Jailbroken, as applicable to the device in question:

- (a) means a device that has been freed from the restrictions imposed on it by the mobile service provider and/or the phone manufacturer without their approval, as applicable; and/or
- (b) has the meaning set out in the Exchange FAQs.

Limit Order means an Order that is to buy or sell a specified quantity of a Virtual Asset at the price specified in that Limited Order.

Loss includes any direct, indirect or consequential loss, damage, expense, demand, claims, liabilities, judgments, fines, penalties (whether civil, criminal or other) and amounts paid or payable in settlement, including, without limitation, all interest, assessments and other charges paid or payable in connection with or in respect of any of the foregoing and Costs of any kind.

Market Manipulation means actions taken by a person or a person acting in concert with another person which are intended to:

- (a) deceive or mislead others;
- (b) artificially control or manipulate the price or trading volume of a Virtual Asset; or
- (c) aid, abet, enable, finance, support, or endorse either of subparagraph (a) or (b). This may include actions on the Exchange and/or outside the Exchange.

Market Manipulation specifically includes front-running, wash trading, spoofing, layering, churning, and quote stuffing.

Without limitation to the generality of the above, Market Manipulation occurs when a person:

- (a) enters into or carries out, directly or indirectly, two or more transactions in Assets that by themselves or in conjunction with any other transaction increase, or are likely to increase, the price of

any Assets, with the intention of inducing another person to buy, or to refrain from selling, those Assets;

- (b) a person enters into or carries out, directly or indirectly, two or more transactions in Assets that by themselves or in conjunction with any other transaction reduce, or are likely to reduce, the price of any Assets, with the intention of inducing another person to sell, or to refrain from buying, those Assets; or
- (c) a person enters into or carries out, directly or indirectly, two or more transactions in Assets that by themselves or in conjunction with any other transaction maintain or stabilise, or are likely to maintain or stabilise, the price of any Assets, with the intention of inducing another person to trade, or to refrain from trading, those Assets.

Market Misconduct means:

- (a) Insider Dealing;
- (b) Arbitrage
- (c) False Trading;
- (d) Price Rigging;
- (e) Prohibited Transaction Disclosure;
- (f) False or Misleading Information Disclosure;
- (g) Market Manipulation;
- (h) Deceptive Activity;
- (i) Any violation of the Exchange Rulebook; or
- (j) Any dishonourable or dishonest conduct, conduct which is consistent with just and equitable principles of trade and any act that is detrimental to the Exchange, and includes attempting to engage in, or assisting, counselling or procuring another person to engage in, any of the conduct referred to in paragraphs (a) to (i).

Maker Order means an Order that will not immediately be Executed against another Order upon submission to the Exchange.

Market Order means an Order that is to buy or sell a specified quantity of a Virtual Asset at the best available price that is currently available for the relevant Trading Pair on the Exchange.

Mis-execution occurs when an Order is Executed otherwise than in accordance with the Order.

Network Event in relation to a Virtual Asset means:

- (a) a Fork, Airdrop or other event which results in the generation of new or alternate Virtual Assets from an existing Virtual Asset, and which creates rights of an existing Virtual Asset holder to receive or otherwise control the newly created Virtual Assets immediately after the Network Event; or
- (b) any event in respect of any protocol underlying a Virtual Asset, which is exogenous to us, and results in loss of control or ownership of Virtual Assets held by the Company or you, including any consensus by a relevant network protocol to fail to honour or record an Executed Order on the network, or to revert any Executed Order previously honoured or recorded on the network.

Network Participant means a person or entity who has the ability to cause the happening of a Network Event, including any group of persons or entities acting in concert.

“On-Exchange Asset” means any Virtual Asset, which:

- (a) is recorded in any Wallet;
- (b) has been posted as collateral as part of any Exchange-related activities;
- (c) has been lent by, and/or is owed to the Company as part of any Exchange related activities; and/or
- (d) is otherwise sent to or provided by the Company for any activity conducted through an Account.

“Off-Exchange Asset” means any Virtual Asset which is an “On-Exchange Asset” except that it is not recorded in any Wallet but is instead recorded in a third party wallet address.

Open Order means a Maker Order which has been posted but not Filled, cancelled or expired.

Order means an Instruction to buy or sell a specified quantity of a Base Asset for a specified price stated in the Counter Asset on the Exchange.

Order Book means an order book for various Virtual Asset and/or Trading Pairs.

Order Matching Engine means, collectively, the Company’s systems for Execution.

Personal Data means any information or opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, relating to an identified or identifiable natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Price Rigging occurs when a person enters into or carries out:

- (a) any transaction of sale or purchase of an Asset that does not involve a change in the beneficial ownership of that Asset; or

(b) any fictitious or artificial transaction or device, whether intentionally or recklessly,

and the conduct has the effect of maintaining, increasing, reducing, stabilising, or causing fluctuations in the price of a Virtual Asset.

Privacy Notice means the privacy notice published at the Company’s Website which may be amended or varied by us from time to time.

Prohibited Transaction means any transaction that involves Market Misconduct.

Prohibited Transaction Disclosure occurs when a person:

- (a) discloses;
- (b) circulates;
- (c) disseminates;
- (d) authorises; or
- (e) is concerned in the disclosure, circulation or dissemination of, information to the effect that the price of Virtual Assets:
 - (i) will be maintained, increased, reduced or stabilised; or
 - (ii) is likely to be maintained, increased, reduced or stabilised,

because of a Prohibited Transaction relating to those Virtual Assets, if that person, or an associate of that person:

- (A) has entered into or carried out, directly or indirectly, a Prohibited Transaction; or
- (B) has received, or expects to receive, directly or indirectly, a benefit as a result of the disclosure, circulation or dissemination of the information.

Proscribed Address means:

- (a) any blockchain address that appears in a list of addresses with which dealings are proscribed by the United Nations or another Government Agency or relevant authority under Applicable Law, or is part of a group of addresses that appears in such a list; and
- (b) without limiting the generality of this definition, an address stated on the United States of America Department of Treasury’s Specially Designated Nationals list.

Proscribed Person means a person who appears to the Company to:

- (a) be in breach of any AML/CTF Requirements of any jurisdiction;

- (b) appear in a list of persons with whom dealings are proscribed by the United Nations or another Government Agency or a regulatory authority under Applicable Law; or
- (c) act on behalf, or for the benefit of, any person described in paragraph (a) or (b).

Restricted Jurisdiction- means a jurisdiction which is not available for services as per the List of Restricted Jurisdictions available on the www.bitmarkets website which is updated from time to time.

Sanctions means any economic sanctions laws, regulations, embargoes or restrictive measures imposed by the United Nations Security Council and/or Marshall Islands, the United States of America, the United Kingdom of Great Britain and Northern Ireland, the European Union or its member states, or by any other Available Jurisdiction.

Self-Execution means that in respect of any Executed Orders, the same person has provided both the Taker Order and the Maker Orders.

Senior Management of a person means the managing director, the board of directors and the chief executive officer, as well as all other personnel who are in a position of authority over that person's business decisions, or who have significant influence or control over that person, and "**Senior Manager**" is to be interpreted accordingly.

Services means the Service Content and all related features, services, content and applications, which includes the following services:

- (a) Access to and use of the Exchange where you may place Orders to trade Virtual Assets in accordance with the Agreement;
- (b) Access to the Exchange Materials; and
- (c) Any other products or services listed in the Annexes (if any) and/or any Addenda, or shown on the Exchange or our official communication channel from time to time, which the Company may make available to you on the App and Website from time to time.

For the avoidance of doubt, the Company does not conduct or provide any currency exchange services from one fiat currency to another fiat currency.

Service Content means data, information, materials, advertisements, text, audio, video, graphics, software and other content on the Website, Exchange and/or Services.

Spot Wallet means each virtual asset wallet provided to you by the Company upon opening an Account for the purpose of trading under these Exchange Terms and Conditions.

Stake or **Staking** means the holding of any eligible Virtual Assets in your Account for a period of time, and subject to any additional terms imposed by the Company.

Taker Order means an Order that will be immediately Executed against another Order upon submission to the Exchange.

Taxes means taxes, levies, imposts, charges and duties imposed by any Government Agency (including stamp and transaction duties) together with any related interest, penalties, fines and expenses, in connection with your use of the Services under any Applicable Law.

Total Asset Value means the gross value of all of your Virtual Assets for the relevant Order Book, expressed in the Counter Asset based on the last trade price. This includes all Virtual Assets allocated to Open Orders.

Trade Engine means, collectively, the Company's systems for settling Executed Orders by transferring the relevant Virtual Assets between the relevant Accounts.

Trading Hours means the times during which the Exchange and/or Services is available, as notified via an Agreed Communication Method or otherwise in writing by the Company.

Trading Pair means the combination of a Base Asset and a Counter Asset that is offered for trading on the Exchange.

Trading Tools means the applications (including any application programming interface), algorithms, Trading Bots, software (including any files, images, tables and data incorporated in or generated by the software and data accompanying the software), interfaces or code that the Company may provide to you for using the Exchange. It includes the Website and the App and any related specific applications, algorithms, software, interfaces and codes.

Transaction History means records of all transactions and any details relevant to such transactions on your Wallet or Website generally.

Virtual Asset means any asset that is:

- (a) expressed as a unit;
- (b) capable of being transferred, stored and traded on a peer-to-peer basis, with or without conditions or limitations; and
- (c) approved by the Company from time to time for use in connection with the Exchange.

Virtual Assets do not include Fiat Currencies. For the avoidance of doubt, any

Virtual Asset that:

- (i) is transferred on any additional layer on top of a blockchain relating to another Virtual Asset or any side chain; or
- (ii) is a derivative of another Virtual Asset, has enhanced features or functionality that supplements or interacts with another Virtual Asset,

is to be treated as a distinct Virtual Asset from such other Virtual Asset and its use in connection with the Services will be subject to approval by the Company.

Unauthorised Transaction means an instruction that is not authorised by you. For the avoidance of doubt, an Instruction that is authorised and/or initiated by you as a result of mistake, duress, fraud, misrepresentation, inducement, etc should not constitute an Unauthorised Transaction.

Wallet means any virtual asset wallet, including your Spot Wallet provided to you by the Company referred to in the respective Addenda.

Website means the website at www.bitmarkets.com or all related components.

2 Interpretation

2.1 Rules of interpretation

Unless the contrary intention appears, a reference in the Agreement to:

- (a) any reference to a Virtual Asset includes any part or fraction thereof;
- (b) a reference to anything (including an amount) is a reference to the whole and each part of it;
- (c) labels used for definitions are for convenience only and do not affect interpretation;
- (d) a document (including these Exchange Terms and Conditions) includes any variation or replacement of it;
- (e) a reference to a document includes any document that is ancillary to that document, or any agreement or other legally enforceable arrangement created by that or under that document;
- (f) a clause, Part, annexure or schedule is a reference to a clause in, Part of, or annexure or schedule to, these Exchange Terms and Conditions;
- (g) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) the singular includes the plural and vice versa;
- (i) the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (j) the word “legal person” means an entity other than a natural person that can establish a permanent customer relationship with a financial institution or otherwise own property;
- (k) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (l) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (m) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (n) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;

- (o) a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (p) unless stated otherwise in writing by the Company, a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (q) the words “include”, “including”, “for example” or “such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (r) the word “blockchain” includes any other form of distributed ledger technology;
- (s) a reference to “law” includes common law, principles of equity and legislation (including regulations, rules, by-laws, ordinances and proclamations) and includes any consolidations, amendments, re-enactments or replacements of any of them;
- (t) a reference to “regulation” includes legislation and instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances, directives and proclamations) as well as instruments or orders issued by government or regulatory authorities and any licensing, registration or approval requirements under any of these;
- (u) a reference to “in writing” means in legible form and capable of reproduction on paper, and includes electronic communication;
- (v) a reference to “material” includes the ability to affect the outcome of a decision or application;
- (w) “property” or “asset” includes any present or future, real or personal, tangible or
- (x) intangible property, asset or undertaking and any right, interest or benefit under or arising from it; and
- (y) any thing (including any amount or Service) includes each part and/or feature of it.

2.2 Next day

If an act specified in the Agreement is to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day.

2.3 Next Business Day

If an event specified in the Agreement must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day.

2.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of the Agreement.

2.5 Inconsistency

Subject to the application of any mandatory provisions of any Applicable Law, if there is any inconsistency

between:

- (a) the English version and any other language version of any part of the Agreement, the English version prevails;
- (b) the Application and any other terms of the Agreement, the other terms prevail;
- (c) these Exchange Terms and Conditions and any specific terms applicable to a particular service that forms part of the Agreement, or to a particular jurisdiction, the specific terms prevail;
- (d) these Exchange Terms and Conditions and the Exchange FAQs, these Exchange Terms and Conditions prevail;
- (e) a Confirmation and any other terms of the Agreement, the Confirmation prevails for the relevant Executed Order;
- (f) the Agreement and any direction, decision, requirement or other rule issued by us in connection with the Exchange, the latter in time prevails; or
- (g) in each case, to the extent of the inconsistency, and unless otherwise specified by us in writing.

2.6 Pronoun usage

In these Exchange Terms and Conditions:

- (a) “**you**” or “**your**” refers to:
 - (i) the person who is the user of the Services;
 - (ii) the person agreeing to these Exchange Terms and Conditions; and
 - (iii) where the context permits, includes any Authorised Person of that person; and
- (b) “**we**” or “**us**” refers the Company.

3 About this document and our Agreement

3.1 The Exchange Terms and Conditions

- (a) These Exchange Terms and Conditions are issued by the Company
- (b) These Exchange Terms and Conditions set out the terms and conditions that apply to your use of:
 - (i) the Exchange; and
 - (ii) your Account.

3.2 The Agreement

- (a) The terms of the Agreement apply to you and to any Authorised Person.
- (b) If you or an Authorised Person do not agree with terms of the Agreement, you or the Authorised Person shall not use the Exchange or access your Account.
- (c) You are responsible for ensuring that each Authorised Person complies with the Agreement and for anything an Authorised Person does in connection with the Agreement.
- (d) You must ensure that each Authorised Person is given a copy of the Agreement and any Privacy Notice issued by us from time to time.
- (e) The Exchange FAQs may be amended or varied by us from time to time through an Agreed Communication Method. The updated Exchange FAQs will apply from when they are published. Please ensure you always check the latest published version. The Company may revise other terms of the Agreement in accordance with clause 15.

3.3 Single agreement

Each Order is submitted by you, and all transactions are entered into, in reliance on the fact that the Agreement forms a single agreement between you and us and neither you nor us would otherwise enter into any transactions.

3.4 Our relationship: no fiduciary duties or other roles

- (a) You acknowledge that none of:
 - (i) the relationship between you and us;
 - (ii) the activities contemplated by the Agreement; or
 - (iii) any other matter,

gives rise to any fiduciary, trustee or equitable duties on our part in your favour, even where we have better knowledge of the market generally or of any particular Order. In particular, there are no duties that would oblige us to accept responsibilities more extensive than those set out in the Agreement or which prevent or hinder us in carrying out any of the activities contemplated by the Agreement. For example, we do not provide advice of any kind as a service under the Agreement and we do not act as your adviser in relation to any aspect of your use of the Exchange or Virtual Asset transactions generally.

- (b) Without limiting the generality of clause 3.4(a), the Exchange Terms and Conditions do not create any kind of partnership, joint venture, advisor, custodian, agency or trustee relationship or any similar relationship between you and the Company or any other person or entity.

3.5 Parties to the Agreement and Provision of Services

- (a) BITmarkets refers to an ecosystem comprising BITmarkets websites (whose domain names include but are not limited to www.bitmarkets.com), mobile applications, clients and other websites and/or applications that are operated and developed to offer BITmarkets services, and included independently- operated platforms, websites and clients within the ecosystem (the “Interface”). In case of any inconsistency between relevant terms of use of the above platforms and the contents of these Conditions, the respective applicable terms of such platforms shall prevail.
- (b) BITmarkets Operators refer to all parties that run BITmarkets, including but not limited to legal persons (including BITmarkets UAB, Unicorn Technologies Ltd), unincorporated organizations and teams that provide BITmarkets Services and are responsible for such services. For convenience, unless otherwise stated, references to “BITmarkets” and “we” in these Conditions specifically mean BITmarkets Operators. UNDER THESE TERMS, BITMARKETS OPERATORS MAY CHANGE AS BITMARKETS’S BUSINESS ADJUSTS, IN WHICH CASE, THE CHANGED OPERATORS SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TERMS WITH YOU AND PROVIDE SERVICES TO YOU, AND SUCH CHANGE DOES NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TERMS. ADDITIONALLY, THE SCOPE OF BITMARKETS OPERATORS MAY BE EXPANDED DUE TO THE PROVISION OF NEW BITMARKETS SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE BITMARKETS SERVICES, IT IS DEEMED THAT YOU HAVE AGREED TO THESE TERMS WITH THE NEWLY ADDED BITMARKETS OPERATORS. IN CASE OF A DISPUTE, YOU SHALL DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE PERFORMED WITH YOU AND THE COUNTERPARTIES OF THE DISPUTE, DEPENDING ON THE SPECIFIC SERVICES YOU USE AND THE PARTICULAR ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.
- (c) BITmarkets Spot Trading Services are provided to you by UAB BITmarkets, which is an authorized virtual currency exchange and depository virtual currency wallet operator in Lithuania, supervised by the Financial Crime Investigation Service, acting under the trademark BITmarkets.
- (d) BITmarkets Margin Trading of Derivative Products Services are provided to you by Unicorn

Technologies Ltd., a company incorporated under the laws of the Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, MH96960, Majuro, Marshall Islands and/or the relevant Affiliate(s) providing services in your area for the particular service or services you access.

- (e) BITmarkets Future Trading Services are provided to you by Unicorn Technologies Ltd., a company incorporated under the laws of the Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, MH96960, Majuro, Marshall Islands and/or the relevant Affiliate(s) providing services in your area for the particular service or services you access.

3.6 Questions

If you have any questions about the Agreement, you should obtain appropriate, independent professional advice.

Exchange Terms and Conditions

Part 2 Accounts, Instructions and payments

4 Accounts

4.1 Application

(a) If you are a new user and want to use the Exchange and/or Services, you must:

(i) make an Application; and

(ii) provide such information and documents as we reasonably request. The information and documents that you provide must be complete, accurate and up-to-date.

Except where prohibited by Applicable Law, all information and document provided to us must be in the English language (including such information and/or document as may be required by us from time to time for compliance with Applicable Laws) in order to process your Application. If the document you provide is not in the English language, you may be required to provide us with a certified English translation. Except where prohibited by Applicable Law, the Company should not be responsible for the translation of any non-English documents and should not be obliged to process or review any documents that are not in the English language.

(b) In the event the information and document (for the purpose of making an Application or else in the course of your engagement with the Exchange) you provided ceases to be complete, accurate or up-to-date, you must provide such revised or updated information and documentation without delay.

(c) Different eligibility criteria may apply between applicants. We may refuse, in our sole discretion, your Application for any reason. Unless sole discretion, your Application for any reason. Unless required by Applicable Law, we do not need to give reasons for refusing or accepting an Application. We are also entitled, in our sole discretion, to change the eligibility criteria for registration or use of the Exchange and/or Services at any time.

(d) If you are an existing user of any Company Group's services and want to use the Exchange and/or Services, you agree that the relevant entity may share with us the onboarding documents you provided previously for the Application.

(e) We may confidentially verify, supplement, or append the information you provide us with or obtain information on you ourselves or through third parties from secure databases. By agreeing to these Exchange Terms and Conditions, you acknowledge that we or a third party on our behalf

may verify, supplement, or amend your information for any reason including for the up-to-date maintenance of our records or to comply with applicable reporting obligations.

- (f) At the time you make an Application or at any time in the future after you have made the Application, you authorise us to undertake electronic identity verification checks on you, either directly or using relevant third-party service providers.
- (g) If at any time we believe that your information or document is incomplete, outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. Failure to complete any step of the registration process or provide up to date information or document may result in your inability to or adversely affect your use of the Exchange and/or Services. You undertake to indemnify us and our Affiliates for any and all Losses incurred as a result of your failure to provide complete, accurate and up to date information at any point prior to and following termination of our Services.
- (h) If we approve your Application:
 - (i) the terms on which you may use the Exchange and your Account are set out in the Agreement;
 - (ii) we may grant to you a non-exclusive, non-sub-licensable (except as permitted within these Terms, to Authorised Persons under clause 4.7), non-transferable personal right to use the Exchange and your Account to trade Virtual Assets; and
 - (iii) you may only use the Exchange, an Account, an Agreed Communication Method and Exchange Materials for your own purposes.
- (i) If you are a resident of a particular Available Jurisdiction, or have a relevant connection to a particular jurisdiction, additional terms and conditions may apply as notified by us at any time.
- (j) A reference to “terms and conditions” in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in the Agreement.

4.2 Establishing an Account

- (a) We may open an Account in your name following receipt of an Application in accordance with paragraph 4.1(a).
- (b) We have the sole discretion as to the opening, operation and closure of an Account or any wallet that forms part of your Account. Without limiting the terms of the Agreement, we may, at any time, without liability:
 - (i) vary, suspend or close an Account or Wallet;

- (ii) specify or vary the scope and extent of an Account or wallet and the Exchange;
 - (iii) prescribe the specific Exchange (including any specific Virtual Assets) supported in respect of an Account;
 - (iv) set or vary any limit regarding an Account or wallet; or
 - (v) restrict or impose conditions or limits on an Account or wallet.
- (c) Subject to our discretion and operational requirements, you may not hold more than one Account.
- (d) All Accounts are established and maintained by us for the sole purpose of providing the Exchange and Services and recording relevant Virtual Asset movements. In no circumstances should an Account be interpreted as a banking or custody service, or a stored value facility, of any kind.
- (e) We may open and provide one or more sub-accounts in your name following an application from you in accordance with, and subject to, the terms described in Annex II to these Exchange Terms and Conditions.
- (f) By establishing an Account and/or using the Exchange or Services, you are entering into a binding contract with us and should be deemed to have expressly read, understood, and agreed to be bound by the Agreement.

4.3 Account requirements

In addition to any other requirements that we may impose in respect of your Account from time to time, you must, promptly:

- (a) supply such information, documentation and authorisation as requested by us in order for us to carry out all necessary “know your customer” checks and AML/CTF Requirements and comply with all Applicable Law; and
- (b) notify us in writing of any change in any information, documentation or authorisation provided to us, and submit appropriate supporting information and/or documents relating to such change.

We reserve the right in our absolute discretion to refuse any Application, or the designation of any person to operate the Account, and we may not give you any reasons for that refusal.

4.4 Account details and access

- (a) We may issue you with a user name and password, or other appropriate log-in details or access method for your Account.
- (b) You are responsible for keeping your log-in details or access method confidential so that your Account cannot be accessed or used without your permission.
- (c) You must comply with any specifications that we make in relation to your use of the Exchange and an Agreed Communication Method. This includes any authentication and

other security procedures.

4.5 Account operations

- (a) Without limiting our other rights or obligations under the Agreement, and subject to Applicable Law:
 - (i) you may transfer Virtual Assets to us in connection with the Exchange, in accordance with the instructions provided through an Agreed Communication Method;
 - (ii) we will record, in your Account, any amounts of Virtual Assets received by us from you in connection with the Exchange;
 - (iii) we may deduct from your Account and pay, whether to us or otherwise:
 - (A) any Fees and Costs; and
 - (B) any payments required in respect of and Executed Order; and
 - (iv) you may transfer Virtual Assets within any wallets associated with your Account.
- (b) Only Eligible Virtual Assets are permitted for use in connection with your Account and Exchange. We retain sole discretion to determine when and if a Virtual Asset is an Eligible Virtual Asset, and you acknowledge and understand that such determination may take significant time, and that we are under no obligation to provide you with any reasons in respect of any determination. If you transfer any Virtual Assets that are not Eligible Virtual Assets, such Virtual Assets may be permanently lost
- (c) You must not transfer:
 - (i) Virtual Assets to us unless:
 - (A) you are the lawful, legal and beneficial owner of such Virtual Assets;
 - (B) you have the absolute right to sell, assign, convey, transfer and deliver the Virtual Assets; and
 - (C) the Virtual Assets are free of any Encumbrance; and
 - (ii) anything to us other than Virtual Assets or Fiat Currency.
- (d) We may make payments by deducting from your Account without any express instructions from you, and you authorise us to make such payments in accordance with clauses

5 and 7.

- (e) You may request us to transfer Virtual Asset recorded in your Spot Wallet to an external digital address that is compatible with the relevant Virtual Asset and that is controlled by you, in accordance with the instructions provided through an Agreed Communication Method, and subject always to (i) our discretion to accept or reject Instructions; and (ii) our assessment that the external digital address is not a Proscribed Address.
- (f) It is your responsibility to ensure that you provide us with the correct digital address details. For example, if you provide us with incorrect digital address details, or if you are unable to access the digital address provided, your Virtual Assets may be permanently lost and we take no responsibility or liability whatsoever for such losses incurred by you.
- (g) Notwithstanding any provision of these Exchange Terms and Conditions or your successful completion of the Application in accordance with clause 4.1, certain types of users are specifically prohibited from using certain features within the Exchange and/or Service.

4.6 Completion of Virtual Asset transfers

- (a) A transfer of Virtual Assets from an Account is not complete until confirmed as complete by the Company.
- (b) A transfer of Virtual Assets that is pending will be designated as a pending transaction in the Account. The balance of the Account will also show a debit of the Virtual Assets having been made.

4.7 Account operating authority – Authorised Persons

- (a) Before appointing an Authorised Person, you must demonstrate that you are a legal person, and give us account operating authority details for that Authorised Person.
- (b) We will act on, and in accordance with, the account operating authority until you vary (by removing or adding Authorised Persons) or cancel it.
- (c) If you want to vary the account operating authority by changing either the Authorised Persons or the method of operation, or cancel the authority, you must give instructions in writing to us. On receipt of the instructions, we will vary or cancel the authority. The variation or cancellation becomes effective within a reasonable time after we accept your instructions and we will notify you once the variation or cancellation is effective and its effective date. If there is more than one account holder:
 - (i) all of you must authorise adding an additional person as an Authorised Person; and
 - (ii) any of you may cancel an additional person's authority to be an Authorised Person.

- (d) We are entitled to rely on any instructions and/or (other) instructions given or purported to be given by an Authorised Person in accordance with the authority.

5 Status and custody of Virtual Assets

5.1 Grant to custody

Subject to clause 5.4, in consideration for your use of the Exchange and its related services and other valuable consideration, you grant the Company and/or its Affiliates (as applicable) all rights and title to all On-Exchange Assets (including all ownership rights), subject to limited rights described in clause 5.2.

5.2 Your acknowledgments

Without limiting the generality of clause 5.1, you acknowledge and agree that some of key implications of the grant under clause 5.1 are that:

- (a) The Company and/or its Affiliates may, without further notice to you:
 - (i) hold such On-Exchange Assets in such wallets and/or with such other facilities or third parties as the Company and/or its Affiliates considers appropriate;
 - (ii) pledge, re-pledge, hypothecate, rehypothecate, sell, lend, Stake or otherwise transfer or use any amount of such On-Exchange Assets as the Company and/or its Affiliates sees fit for its own purposes:
 - (A) separately or together with other property;
 - (B) for any period of time; and
 - (C) without retaining in the Company and/or its Affiliates' possession and/or control a like amount of On-Exchange Assets or any other monies or assets, and to use or invest such On-Exchange Assets; and
 - (iii) retain any benefits flowing from its rights in relation to the On Exchange Assets;
- (b) your rights in relation to any On-Exchange Assets are limited to a contractual obligation for the Company to provide an equivalent amount and type of On Exchange Assets:

(i) for your use in connection with the Exchange; or

- (ii) to send to you as part of a withdrawal,

in each case, subject to these Exchange Terms and Conditions. As such, the Company only has a debtor-creditor relationship with you with respect to all On-Exchange Assets;

- (c) you will not be able to exercise certain rights of ownership that you might otherwise have before sending the On-Exchange Assets to us;
- (d) you have no claim or entitlement to any benefit that the Company, its Affiliates and/or any other third party may receive from time to time in relation to the On Exchange Assets;
- (e) references to “your Account”, “your Virtual Assets” or similar in the Agreement or any communication from us should not be taken to imply any different status of the On-Exchange Assets; and
- (f) The Company’s ability to meet its contractual obligations in clause 5.2(b) and these Exchange Terms and Conditions (on time or at all) may be impacted by any losses or delays sustained in connection with its holding or use of On-Exchange Assets, amongst other factors. This may result in losses or delays to you. In a worst case, a total loss of On-Exchange Assets may occur.

5.3 Disclaimer

Neither clause 5.1 nor 5.2 should be taken to imply:

- (a) any back-to-back lending or other arrangement, nor any collective investment, on the part of the Company or any third party on your behalf; or
- (b) the assumption of any liability by the Company, the Company Group Members and/or its Affiliates for any actions taken by you as part of the services relating to the Exchange.

5.4 Custodial arrangements for jurisdictions and clients for which certain special safekeeping rules apply

- (a) Each of clauses 5.1 and 5.2 are subject to applicable law. In particular, where any On-Exchange Assets are required to be held in any other capacity (for example, beneficially for you), we will:
 - (i) follow any mandatory requirements to the extent of any inconsistency with the other provisions of this clause 5; and
 - (ii) seek to notify you of the difference in treatment, although a failure to do so should not be taken as a breach of the Agreement.
- (b) Where clause 5.4(a) applies and we are required to hold assets on your behalf, then:
 - (i) such assets may be held by us or by any other institution which provides services for the custody of Virtual Assets.

- (ii) we may deposit, transfer, lend, pledge, repledge, hypothecate, rehypothecate, sell, lend, Stake or otherwise deal with your Virtual Assets if:
 - (A) such action is for the Execution of an Order;
 - (B) such action is for the settlement of any amount owing under a service provided under this Agreement, or any fees and Costs owed by you to us in respect of the Exchange; or
 - (C) otherwise in accordance with your Instructions, subject to Applicable Law; and
- (iii) if we receive any interest, distributions or other benefits arising from your Virtual Assets held by us or any other institution for you, we may:
 - (A) credit the relevant amount to your Account; or
 - (B) pay or transfer the relevant amount to you, in a manner as agreed by us, in each case subject to Applicable Law, our internal policy and clause 21 and any other term of the Agreement.

5.5 General acknowledgements

You understand and accept that:

- (a) any Virtual Assets we hold (whether beneficially or on your behalf) do not enjoy the same protections as are available in respect of traditional deposits and financial products; and
- (b) under no circumstances are we under any duty to return to you any Virtual Assets originally delivered to, or otherwise held by, us, but where we have a duty to do so, we will send assets of an identical type, and in the same nominal amount, of the Virtual Assets we owe to you, subject to our other rights under the Agreement and Applicable Law.

6 Instructions

6.1 Instructions generally

You:

- (a) authorise us to accept Instructions from you or any Authorised Person (appointed under clause 4.7). You confirm that each Authorised Person has the power to give Instructions on your behalf. You will, and will procure that each of your Authorised Persons will, comply with any requirements we reasonably impose in relation to the Instructions and any Applicable Law;
- (b) agree that we may assume the authenticity of any Instructions given or purportedly given by you or any Authorised Person, or that any person claiming to be your authorised representative is in fact that person. We are not obliged to enquire into any of these matters;
- (c) agree we may assume the authenticity of any Instructions given or purportedly given by you or any Authorised Person from your Enabled Device, are in fact your Instructions. We are not obliged to enquire into any of these matters;
- (d) authorise us to act upon any Instruction that we believe to be authentic and valid. We may conclusively rely on the Instructions if we believe that the Instructions were given by you or your Authorised Person and are duly authorised, accurate and complete, even though this is incorrect and even if you send us further communications that differ in any respect from such Instructions; and
- (e) are responsible for ensuring the accuracy and completeness of the Instructions. You acknowledge and agree that once given, an Instruction cannot be revoked and if acted on by us, the Instruction will be binding on you.

6.2 Electronic Instructions and records

- (a) To the extent applicable, you acknowledge that all Instructions given (and our records of those Instructions) in electronic form are original documents in writing.
- (b) You should accept full responsibility for the security and authenticity of all Instructions sent via the Exchange and/or Services and you should be bound by all such Instructions. We should be entitled to assume that all Instructions received via the Exchange and/or Services are yours. We are under no obligation whatsoever to verify that such Instructions are in fact yours.
- (c) You are aware that Instructions and information transmitted via the Exchange and/or Services are generally transmitted via the Internet and may be routed via public, transnational installations which are not specifically protected. We cannot guarantee that the Instructions and information so transmitted will in fact be completely protected against such unauthorised access, and you accept these associated risks.

- (d) Any Instructions sent by you to us should only be deemed to be received by us when we have successfully retrieved such Instructions from the relevant system and duly informed you of such receipt. In addition, any Instructions sent by you to any third parties (for example, network merchants) should only be deemed to have been received by such third parties in accordance with their terms and conditions.
- (e) You agree without prejudice to any provision of the Agreement that, to the extent there are any terms in your local jurisdiction governing the time and place of dispatch and receipt of electronic communication, to the maximum extent permitted under Applicable Law, such terms should not apply to your use of the Exchange and/or Services and that you should be liable for any damage that may be caused through the use of the Internet, including through loss, delay, misunderstandings, corrupted texts, unauthorised interceptions by third parties or duplicates.
- (f) You acknowledge and agree that in the event of any dispute arising in connection with your use of the Exchange and/or Services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the Exchange and/or Services (including Transaction History) at any specified date should be conclusive of their accuracy and authenticity and should be binding on you for all purposes whatsoever. In addition, you agree not to challenge the validity, admissibility or enforceability of such records on the basis that they are in electronic form, without further requirement of proof of authenticity or accuracy in a court of law under applicable evidentiary law, rules and/or regulations.

6.3 Giving and receiving Instructions

- (a) You may provide Instructions through the Agreed Communication Methods that apply to the Exchange.
- (b) Subject to our discretion to reject any Instruction, all Instructions are only valid and effective if received by us within the Trading Hours on a Business Day. However, we do not guarantee that any of the Instructions will be processed even though they may have been received.
- (c) Instructions from you are irrevocable and you are not entitled to reverse or otherwise disclaim such Instructions. We are under no obligation to act on an Instruction to cancel or amend a previous Instruction from you or your Authorised Person. We may also be unable to cancel or amend an unexecuted or partly executed Instruction for any reason.
- (d) We use our reasonable endeavours to execute the Instructions, but we do not guarantee that the Instructions will be wholly or partially executed or will be executed by a certain time. Partially exercised Instructions may not be cancelled or reversed on the basis that the Instructions have not been wholly exercised. We are not responsible for any delays due to a Force Majeure Event, a Network Event, market factors, our own verification or authorisation processes or any other reason whatsoever, nor for executing an Order before processing any cancellation or amendment that you may send to us.

6.4 Acknowledgement of Instructions

- (a) We agree to acknowledge your Instructions in relation to the entry into an Order, through the Agreed Communication Method.
- (b) If we do not acknowledge your Instructions under clause 6.4(a), that Instruction is deemed to not to have been received by us.

6.5 When we may refuse, cancel or reverse Instructions

- (a) Any disruptive trading in or Market Manipulation whatsoever is prohibited. Any Orders placed for the purpose of generating unnecessary volatility or creating a condition in which prices do not or will not reflect fair market values are prohibited. If you or any related party make or assist in placing any such Order with knowledge of the purpose thereof or if you or any related party, with such knowledge, in any way assist in carrying out any plan or scheme for the placing of any such Order, you and any related party will be deemed to have engaged in an act detrimental to the Company.
- (b) The Company may restrict or terminate contractual relationship at any time for any reason in its sole discretion, for example, including (but not limited to) where the Company suspects that the User is using practices of Market Manipulation for the purposes of price arbitrage or is otherwise exploiting pricing provided by the Company for the purposes of gaining a market advantage, and the Company is not obliged to provide any prior notice to User of any such restriction or termination or any reason therefor.
- (c) We reserve the right at all times to refuse, cancel or reverse your Instructions, without giving any reason or explanation or prior notice. For example, we may, in addition to any other rights we may have:
 - (i) decline to accept your Instructions where:
 - (A) we believe that:
 - (aa) the Instruction could result in a breach of any Applicable Law;
 - (ab) a pre-condition under clause 12.4 has not be satisfied;
 - (ac) the pre-pay requirement under clause 11.1 has not been met, where applicable;
 - (ad) the Instruction is unclear, ambiguous or incomplete; or
 - (ae) the Instruction involves Market Misconduct or would constitute a Prohibited Transaction;

- (B) you or a counterparty are prevented from completing an Order, or it becomes impossible or impracticable for you or a counterparty to complete an Order, due to a Force Majeure Event;
 - (C) you disaffirm, disclaim, repudiate or reject, in whole or in part, the Agreement, any Confirmation or any Order (or such action is taken by an Authorised Person on your behalf);
 - (D) in our opinion, you are in material breach of any provision of the Agreement;
 - (E) an Event of Default has occurred; or
 - (F) you fail to provide any information requested by us in respect of an Order, or where required to do so in compliance with the Agreement, any Applicable Law or the requirement of any contract;
- (ii) where you, an Authorised Person, or a person we believe is connected with you, appears to be a Proscribed Person:
- (A) refuse to process or complete any Instruction, suspend the provision of a service to you;
 - (B) refuse to allow or to facilitate any Order for you or to any other Proscribed Person or other person; or
 - (C) terminate the Agreement; or
- (iii) decline to act where there are insufficient Eligible Virtual Assets in the Account to carry out the Instruction, or where the Instruction does not comply with any limit that applies in respect of your use of the Exchange.
- (d) Without limiting clause 6.5(a) or any other rights we may have under the Agreement, we may:
- (i) decline to act on your behalf or accept your Instructions where:
- (A) the original Instruction has expired and is not reconfirmed at that time;
 - (B) the basis for any quotation for the relevant Virtual Asset has changed and the Instruction has not been reconfirmed;
 - (C) the Virtual Assets are the subject of a trading halt and the order has not been reconfirmed; or
 - (D) the Virtual Asset are no longer available for the purposes of the Exchange; or

- (ii) cancel or reverse any Instruction without contacting you where a Government Agency has recommended or required a cancellation or reversal.
- (e) If we exercise our rights under this clause 6.5 you must pay us on demand any Loss that we incur in relation to any action taken under that clause or any Applicable Law.

6.6 Risks of giving Instructions

You acknowledge and accept the risks of giving Instructions by the Agreed Communication Method, including the risk of any Instructions being unauthorised or given by an unauthorised person, the risk that we may process Instructions twice if you send the same Instructions to us in different forms and the risk that any information sent by electronic means cannot be guaranteed to be secure or free from virus or delay.

6.7 Risk Acknowledgements

You unreservedly acknowledge, recognize, understand and accept that:

- the Company shall not conduct any continuous monitoring of the transactions already entered into by you neither individually nor manually. Hence, the Company cannot be held responsible for the transactions developing differently from what the Client might have pre-supposed and/or to the disadvantage of the Client;
- guarantees of profit or freedom from loss are impossible in investment trading;
- he has received no such guarantees or similar representations from the Company, from any agent and or affiliate, or representatives hereof;
- he is recommended to seek a specialist independent financial advisor and/or legal advice, in particular, regarding suitability of the investment objectives;
- he runs a great risk of incurring losses and accepts and declares that he is willing to undertake this risk. These losses may substantially exceed the your initial investment;
- regardless of any information that may be offered by the Company, the value of any investment may increase or decrease and it is even probable that the investment may become of no value;
- you acknowledge, recognize and accept that any recommendation and any information communicated by the Company does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Product and that such recommendation and information, although based upon information from sources believed by the Company to be reliable, may be based solely on a Company's opinion and that such information may be incomplete and may be unverified and unverifiable. The Company makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to you.

6.8 Introductions

- a. You may have been referred to the Company by an Introducer. If so, the Company shall not be responsible for any agreement whether oral or in writing made between you and the Introducer.

- b. The Company shall not be liable for any type of agreement that may exist between you and the Introducer or for any additional costs that may arise as a result of this Agreement.
- c. You acknowledges that the Introducer is not a representative of the Company nor is he authorized to provide any guarantees or any promises with respect to the Company or its services.

7 Payments, deliveries and other obligations

7.1 Payment and deliveries

- (a) We may, acting in good faith and in a commercially reasonable manner, refuse to accept or make (or accept or make on such terms as it may determine) any transfer of a Virtual Asset from or to you and we will provide notice of any such refusal as soon as reasonably practicable. In particular, we may refuse to facilitate any transfer of Virtual Assets, whether through the Trade Engine or otherwise, that are not Eligible Virtual Assets from you, and you cannot use any such Virtual Assets to settle an Executed Order.
- (b) You acknowledge and agree that if at any time there are (having regard to other payments debited or due to be debited) insufficient Eligible Virtual Assets recorded in a relevant Account or any amount owed to us, we may, in our absolute discretion and without any obligation to do so:
 - (i) decline to execute your Instructions; and
 - (ii) force-sell any Eligible Virtual Assets held by us on your behalf, in each case without further instruction or sanction from you.

7.2 Withholding

- (a) It is your sole responsibility to determine whether, and to what extent, any Taxes apply to any transactions associated with your receipt or transfer of Virtual Assets and/or to the Orders you conduct and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate tax authorities. Your Transaction History is available through the Website. We are not obligated to, nor will we determine whether, and to what extent, Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.
- (b) If any Applicable Law requires you to deduct any Tax from a payment to us, you must increase the amount payable so that, after making the deduction, we receive the amount we would have received if no deduction had been required. You agree to deduct the amount for the Tax, pay that amount to the relevant Government Agency in accordance with Applicable Law and give us the original receipts.
- (c) We may be required to withhold payments to you, and pass such amounts to a Government Agency. If at any time any relevant Government Agency requires us to make a deduction or withholding on any payment due to you, you agree to immediately reimburse us for the amount of any such deduction or withholding or we may recover such amount in accordance with clause 7.1(b)(ii). You will indemnify us against any Loss we suffer or incur as a result of such deduction or withholding.

7.3 Value added tax

- (a) All payments to be made by you in connection with the Agreement are calculated without regard to any goods and services tax, consumption tax, value added tax or any Tax of a similar nature.
- (b) If any of these types of Taxes are payable in connection with the payment, you must pay us an additional amount equal to the payment multiplied by the appropriate rate of Tax. You must do so at the same time as making the payment.

7.4 Independent payment obligations

Your obligation to pay any amount under the Agreement is separate from each of your other obligations to pay.

7.5 Rights of netting, set-off and lien

- (a) If, on any day, either you or the Company have payment and delivery obligations in the same Virtual Asset in respect of two or more Executed Orders, then we may elect for such Virtual Asset to be delivered, on a net basis so that such obligations will be automatically satisfied and discharged. If, in respect of the same Virtual Asset, the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, such payment and delivery obligations will be replaced by an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.
- (b) In addition to our rights under clause 7.5(a), we may at any time and without notice to you set off any amount we owe you against any amount that you owe us or, where more than one person constitutes our client, that any one or more of those persons singly or jointly owe us (in either case, whether or not the obligation is matured or contingent and irrespective of the currency, asset or place of payment). Any amounts that are so set off will be discharged promptly and in all respects.
- (c) We are entitled to exercise a lien over any or all of your property which (for any reason) is in or comes into our possession or control, except that this lien does not cover any property where it may give rise to any obligation to disclose an interest on our part. We have the right to sell such property and apply the proceeds of sale, after deduction of reasonable Costs, to satisfy any amount you owe us.
- (d) For the purposes of this clause 7.5, we may make any conversion at a rate that we reasonably consider appropriate.
- (e) Our rights under this clause 7.5 are in addition to any other right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which we are at any time otherwise entitled or subject whether under the Agreement or by operation of Applicable Law.

7.6 Payment in other asset

You waive any right you may have in any jurisdiction to pay any amount other than in the Eligible Virtual Asset in which it is due. If we receive an amount in a Virtual Asset other than that in which it is due:

- (a) we may return the payment and require you to make the payment in the appropriate and due Eligible Virtual Asset. We may charge you for the Costs incurred in returning the payment to you; or
- (b) we may convert the amount into the due Eligible Virtual Asset on the date and at rates we reasonably consider appropriate. We may deduct Costs incurred in the conversion. In such circumstances, you must satisfy your obligations to pay in the due Eligible Virtual Asset only to the extent of the amount of the due Eligible Virtual Asset or other asset obtained from the conversion after deducting the Costs of the conversion.

7.7 Virtual Asset restrictions

- (a) You must comply with any exchange controls and Applicable Law in connection with the Agreement.
- (b) If a jurisdiction restricts the availability or transfer of any Virtual Asset, or we are otherwise unable to pay in a particular Virtual Asset, we need not make any payment to you in that Virtual Asset. We may make the payment in any Virtual Asset we reasonably consider appropriate, using a rate that we reasonably consider appropriate.

7.8 Conversion on judgment debt

If a judgment, order or proof of debt for or the recovery of an amount in connection with the Agreement is expressed in a Virtual Asset other than that in which the amount is due under the Agreement, then you agree to indemnify us on demand against:

- (a) any difference arising from converting the Virtual Asset, if the rate of exchange we would otherwise use under the Agreement when we receive a payment in the Virtual Asset is less favourable to us than the rate of exchange used for the purpose of the judgment, order or acceptance of proof of debt; and
- (b) the Costs of conversion.

7.9 Third party payments

We are not obliged to make any payments and or deliveries to a third party, except as expressly contemplated by the Agreement or otherwise agreed by us in writing. Any third-party payments may also be subject to conditions.

7.10 General conditions precedent to payments by us

Each of our obligations to make a payment or delivery, or to perform an obligation referred to in this clause 7.10, is subject to the conditions precedent that:

- (a) we are satisfied that you have fulfilled your corresponding obligations (if any) in accordance with all applicable terms;
- (b) no Event of Default has occurred and is continuing; and

- (c) such actions will not cause us to be in breach of any Applicable Law or our internal policies.

7.11 Return of Virtual Assets

- (a) We may, at our discretion, upon the passage of an applicable time period determined by us or as otherwise required by Applicable Law or our internal policy, return any Virtual Assets recorded in your Account to a designated external address that is compatible with the relevant Virtual Asset and that is under your control, as last notified to us in writing.
- (b) If we receive Virtual Assets which are determined not to be Eligible Virtual Assets, upon our request, you must provide us with an external address under your control. Subject to Applicable Law and our internal policy, we will return the Virtual Assets received to such address.
- (c) To the extent permissible under Applicable Law, we reserve the right to deduct a Fee, Costs or other administrative charge in respect of the return of any Virtual Assets.

8 Calculations

8.1 Calculation agent

- (a) We are the calculation agent for each Executed Order. All calculations are carried out in our sole discretion, unless otherwise specified in the relevant Confirmation.
- (b) The calculation agent is, subject to the relevant Confirmation, responsible for:
 - (i) calculating the fees and any rates, amounts, periods and dates (including changes to any of them) in accordance with the Confirmation;
 - (ii) giving notice of such fees, rates, amounts, periods and dates;
 - (iii) determining the value of any Virtual Asset expressed in respect of another Virtual Asset or as expressed in respect of a Fiat Currency;
 - (iv) effecting or calculating any Virtual Asset conversion necessary or desirable for the purposes of any Executed Order; and
 - (v) calculating any netting or set-off in accordance with clause 9.
- (c) The calculations and determinations of the calculation agent are final and binding on you in the absence of manifest error. They will be applied using such methodology as we determine in good faith and in our discretion.

8.2 Adjustments

- (a) If, in our opinion, any event or circumstance, including any Network Event or Force Majeure Event, occurs that adversely affects our ability in determining the amount payable to or by you in respect of any Order and such circumstances continue for a period of not less than five (5) Business Days, we may make such adjustments to the method used or to be used to determine the amount payable to or by you in respect of any Executed Order in accordance with our customary practices or market practice of which we are aware (if any).
- (b) Adjustments made in accordance with clause 8.2(a) are binding and conclusive against you.

9 Netting and set-off

9.1 Netting

In respect of two or more Executed Orders to which you are a party, a net amount will be calculated by us as calculation agent in respect of all amounts payable on the same date in the same Virtual Asset in respect of such Executed Orders, regardless of whether such amounts are payable in respect of the same Executed Order.

9.2 Set-off and payment notice

The Company will issue a payment notice to you for any Fees or amount that you owe (calculated by the Company as calculation agent), including any amount owed to us as a result of us exercising our rights under these Exchange Terms and Conditions. If such amount is not repaid within seven (7) Business days from the date of notification, you confirm and authorise the Company to recover such amount from your other accounts with the Company by debiting any assets in those accounts or otherwise setting off against amounts owed to you.

9.3 Our other rights

- (a) Without limiting clauses 9.1 and 9.2, we may at any time and without notice to you:
- (i) set off any amount we owe you against any amount that you owe us; or
 - (ii) recover any amount you owe us,

in either case, whether or not the obligation is matured or contingent and irrespective of the currency, asset or place of payment. Any amounts that are so set off will be discharged promptly and in all respects.

- (b) Our right to net and/or set-off under this clause 9 is in addition to any other right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which us is at any time otherwise entitled or subject whether under the Agreement or by operation of Applicable Law.

Part 3 Exchange

10 Trading on the Exchange

10.1 Description

The Exchange enables you to acquire or dispose of Virtual Assets through the Exchange by using your Account, in accordance with the Agreement. Your Account will list which Order Books are available to you.

10.2 Availability of the Exchange

- (a) The Exchange is available during Trading Hours on each day.
- (b) The Exchange may not be available at certain times. In particular, there may be some downtime (as advised through an Agreed Communication Method) when use of the Exchange will be restricted or not possible.
- (c) We may periodically shut down the Exchange or access to the Exchange via the Website or App, and interrupt any automatic functions for the following reasons:
 - (i) planned system and software maintenance;
 - (ii) unscheduled emergency maintenance;
 - (iii) seasonal holidays; and
 - (iv) any other event that the Company may consider requires suspension of the Exchange.
- (d) We reserve the right, and without liability to you, to update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Exchange, or change any features, component or content thereof.

10.3 Submitting an Order

- (a) An Order can only be submitted to the Exchange by you, using an Agreed Communication Method and the procedure provided through that Agreed Communication Method for that Order.
- (b) An Order must be a:
 - (i) Limit Order;
 - (ii) Market Order; or
 - (iii) Advanced Order.

- (c) An Order must comply with any applicable minimum and maximum Order values and any other requirements specified via the Agreed Communication Method.
- (d) When submitting an Order, you must comply with any trading and position limits imposed on you by us in accordance with the Agreement.
- (e) You must have an Available Balance of the relevant Eligible Virtual Assets in your Account to submit an Order. This Available Balance must be sufficient to cover:
 - (i) the total value of the Order; and
 - (ii) any applicable Fees.
- (f) When you place an Order, the quantity of the relevant Eligible Virtual Asset will be placed on Hold in your Account until that Order is Executed or cancelled.

10.4 Orders

- (a) Once submitted to the Exchange in accordance with clause 10.3, an Order:
 - (i) will be displayed on the Exchange; and
 - (ii) remains open and binding on the person that submitted it until it is Executed or cancelled.
- (b) You may cancel an Order that you have submitted at any time before the Order is Executed.

10.5 Price deviation warning

We will endeavour to display a warning to you who attempts to submit an Order that may completely or partially Execute at a price that is more than 5% away from the price specified in the most recently Executed Order for that Trading Pair. However, it is ultimately up to you to decide whether or not to submit the Order in any event.

10.6 Limit Orders

- (a) A Limit Order is not guaranteed to Execute.
- (b) A Limit Order may only Execute at the price stated in the Limit Order or at a better price.
- (c) A Limit Order can be a Maker Order or a Taker Order.

10.7 Market Orders

- (a) A Market Order may Execute at a number of different prices, depending on:
 - (i) the quantity of the Base Asset specified; and
 - (ii) the volume and prices of Orders on the Exchange,

at the time that the Market Order is submitted and while the Market Order remains open.

- (b) A Market Order is always a Taker Order.

10.8 Advanced Orders

- (a) We may, in our sole discretion, specify through an Agreed Communication Method:
 - (i) additional; and/or
 - (ii) different,

requirements, restrictions or conditions in respect of one or more Advanced Orders or types of Advanced Order.
- (b) If any requirement, restriction or condition for an Advanced Order (or a type of Advanced Order) is inconsistent with any other provision of the Agreement, the former prevails to the extent of the inconsistency in respect of that Advanced Order (or Advanced Order type) unless otherwise specified in writing.

10.9 Order Matching Engine

- (a) To Execute Orders, the Order Matching Engine will match a Taker Order with a Maker Order.
- (b) Orders are matched based on the price and time that the Orders are placed, and earlier Orders at the same price take priority over later Orders.
- (c) An Order may be matched with and Executed by one or more Orders at the same price.
- (d) A Taker Order will be:
 - (i) matched with the best price and earliest Maker Order with the same price level for that Trading Pair on the Exchange; and
 - (ii) if it is not Executed by that Maker Order or is only partially Executed by that Maker Order, matched with any subsequent Maker Order in accordance with clause 10.9(b).
- (e) The process stated in clause 10.9(d)(ii) is repeated until the Taker Order is completely Executed or cancelled.

10.10 Self-Execution prevention

- (a) Where two Orders of the same quantity would result in Self-Execution, we will cancel both Orders.

10.11 Trade Engine

- (a) Executed Orders and applicable Fees, Costs and Tax will be settled in full, without set off, counter-claim or deduction or withholding, unless the deduction or withholding is required by Applicable Law, by the Trade Engine.
- (b) Executed Orders will be settled as soon as possible after Execution.
- (c) Settlement of Executed Orders by the Trade Engine is final and will not be reversed unless:
 - (i) we are compelled to do so by any Applicable Law;
 - (ii) we are entitled to do so under the terms of the Agreement; or
 - (iii) Mis-execution has occurred or Orders or Fills do not occur as specified in these Terms due to a technical or other error.
- (d) With respect to clause 10.11(c)(ii), we may, in our sole discretion, make reasonable efforts and take all reasonable steps to restore the relevant you to the position that you would have been in had the Mis-execution or error not occurred.

10.12 Order minimums and maximums

The minimum and maximum Order values for the Exchange will be published by us on the App and/or Website, which may be adjusted from time to time.

11 Orders

11.1 Orders must be pre-paid

- (a) Before you place an Order, you must have a sufficient amount and appropriate type of Eligible Virtual Assets recorded in your Account to meet your obligations in respect of the proposed Virtual Asset transaction, inclusive of any applicable Fees, Costs and Tax. Notwithstanding the amount displayed as being recorded to an Account, only Eligible Virtual Assets and corresponding Fiat Currency will be taken into account when assessing whether the sufficiency and appropriateness requirements under this clause 11.1(a) are satisfied.
- (b) If any Virtual Assets in your Account are determined not to be Eligible Virtual Assets, you must substitute the assets in your Account with Eligible Virtual Assets before you can submit an Order, or discharge your obligations in respect of an Executed Order.

11.2 Your responsibilities

Without limiting any other provision of the Agreement:

- (a) the submission of an Order and the performance of any Executed Order and any agreement arising under or in connection with that Executed Order, is your sole responsibility; and
- (b) you are responsible for complying with all notification requirements and other reporting obligations relating to Executed Orders under Applicable Law.

11.3 Limits and controls on Orders

- (a) We may impose trading and position limits, and position management controls on you, including limits and controls to mitigate and manage our own liquidity, operational and other risks, at any time, without prior notice and without giving reasons. As a result, you understand and acknowledge that you may be prevented from submitting an Order or undertaking other steps at certain times if such actions would cause you to exceed an applicable limit, and that we may apply an applicable filter to reject an Instruction submitted by you.
- (b) We may monitor your positions against the limits or controls imposed by us under clause 11.3(a). Any such limits imposed by us are solely for our protection and we will have no responsibility for monitoring or ensuring your compliance with any limits imposed on your trading activities by you or by Applicable Law.
- (c) You agree to comply with any limits or controls imposed by us under clause 11.3(a) and not take any actions that will cause you to violate any limits imposed by us on your activities.
- (d) To ensure compliance with Applicable Law or any limits set by us under clause 11.3(a), we may decline to act on Instructions and/or execute an Order. We may also suspend your use of the Trading Tools, require you to take certain steps, or take any other action that we consider appropriate in

the circumstances.

- (e) You indemnify us against any Loss as a result of your breach of any limits or controls imposed by us under this clause 11.3(a).
- (f) Despite any provision in the Agreement to the contrary, we are not required to:
 - (i) make available to you any product or service, including the Exchange, an Account and the Trading Tools; or
 - (ii) facilitate any Order,

if such actions may cause us to breach any Applicable Law, including any AML/CTF Requirement.

11.4 Online and offline storage or private keys

The Company may store any Virtual Asset private keys in our control in a combination of online and offline storage. As a result, it may be necessary for the Company to retrieve this information from offline storage to execute an Order in accordance with your Instructions, which may delay the initiation or crediting of such Order for 48 hours or more. As a user of the Exchange and/or Services, you accept the risk that an Order may be delayed and you agree not to hold the Company responsible for any Loss arising out of or related to such delay.

11.5 Discretion of the Company

Without limiting clause 11.3, we reserve the right, and without liability to you, to Fill, decline to Fill, suspend, cancel, reverse, void or partially execute your Orders on the Exchange at our discretion.

Part 4 Other key provisions

12 Use of the Exchange and the Account

12.1 “As is” and “as available” basis

- (a) You acknowledge that the Exchange, your Account, the Website and the App have not been developed for your individual needs.
- (b) You acknowledge that you use the Exchange, your Account and the Services (including the Website and the App) on an “as is” and “as available” basis at your own risk, without any representation or warranty, whether express, implied or statutory.
- (c) We are not responsible for any consequence or Loss arising from your choice to use the Exchange or your Account, including via the Website or the App.

12.2 Compliance

You agree that before using the Exchange, Services or your Account while you are outside your country of residency, you will ensure that you would not be breaking any laws, rules or regulations in that other country by doing so.

12.3 Maintaining standards in operating the Account

- (a) When operating your Account, you must:
 - (i) ensure that your systems and any relevant device, including any Enabled Device, are maintained in good order and are suitable for use with your Account;
 - (ii) maintain adequate security measures over your systems and devices, including any Enabled Device, so as not to permit anyone other than you or your Authorised Persons from operating your Account;
 - (iii) run any such tests and provide any information to us as we may reasonably request to establish that your systems and devices satisfy the requirements to operate your Account;
 - (iv) carry out virus, rootkit, keylogger and other malware checks of your systems and devices on a regular basis (including any specific virus or malware detection programs as required by us from time to time);
 - (v) inform us immediately of any unauthorised access to your Account or any unauthorised transaction or Instruction; and, if within your control, cause such unauthorised access to cease;

- (vi) not at any time leave unattended any system, telephone, computer, terminal or device from which you are able to operate your Account;
- (vii) not send, distribute or upload, in any way, data or materials that contain malfunctions, malware, viruses or other such deficiency or harmful components that may impair or damage the operation of Exchange, App, Account and/or Website;
- (viii) not post, promote or transmit through the Website or App any unlawful, harassing, libellous, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;
 - (ix) if you become aware of any material defect, malfunction, malware, virus or other such deficiency in your Account or that there has been unauthorised access to your Account, notify us immediately of such deficiency, and cease to use the Account until you have been notified that such deficiency has been rectified; and
- (x) obtain and install all applicable hardware, software, updates, patches that are necessary for your use of the Website or the App.
- (b) In addition to any other rights under the Agreement, we may suspend, terminate and/or replace an Account at any time and without notice to you if we believe this is necessary or desirable to enable us to comply with Applicable Law.

12.4 Pre-conditions for use of the Exchange

- (a) We may determine whether, and the terms upon which the Exchange is made available to you under the Agreement from time to time, at our sole discretion.
- (b) Without limiting clause 12.4(a), we may refuse to make the Exchange available to you if, in our opinion:
 - (i) an Event of Default has occurred and is continuing;
 - (ii) you have provided any incorrect, incomplete or misleading information or made an incorrect or misleading representation or warranty;
 - (iii) you have not provided all documents and information requested by us or satisfied any pre-condition imposed by us on the Exchange; or
 - (iv) you have not provided sufficient evidence that meets our eligibility criteria use the Exchange.
- (c) Without limitation to any other term of the Agreement, we may also suspend or refuse to make the Exchange or Services available if, in our opinion, the Exchange may:
 - (i) not comply with Applicable Law;
 - (ii) be being used to circumvent any Applicable Law; or

(iii) result in us being associated with a Proscribed Person or Proscribed Address.

12.5 Withdrawal or suspension of use of the Exchange

We reserve the right to withdraw or suspend your right to use the Exchange and Services at any time without prior notice to or any consent from you and without assigning any reason for that action.

13 Intellectual Property Rights and Exchange Materials

13.1 Intellectual Property Rights

- (a) The Exchange, Services, Exchange Materials, App, and Website and their entire contents, features, and functionality (including all information, content, software, text, displays, images, video, audio, service marks, and the design, selection and arrangement thereof) (“**Intellectual Property**”), are owned by us, its licensors or other providers of Intellectual Property and are protected by local and international Intellectual Property Rights. You acknowledge that we, its licensors or other providers own the Intellectual Property, and you agree not to use any Intellectual Property without the express prior written consent of us, or respective licensor or provider. All rights reserved.
- (b) The Intellectual Property may not be copied, modified, reproduced, republished, downloaded, publicly displayed, encoded, translated, transmitted, or distributed in any way (including by mirroring the Intellectual Property), in whole or in part, without the express prior written permission of us, except as is expressly provided for in these Exchange Terms and Conditions. Any unauthorised use of the Intellectual Property is prohibited.

13.2 Limitations on use of the Exchange Materials

- (a) You may not allow or permit any other person to use the Exchange Materials (as defined above but also including, but not limited to, our spot exchange and/or or Exchange Market Data, which may include, without limitation, the prices and quantities of orders and transactions executed on the Company Exchange) or otherwise deal with them for the benefit of any other person or in any way that is not specifically contemplated by the Agreement (including by way of downloading, copying, reproducing, adapting, publishing, selling, or distributing them) without our express written consent, which we may reject or grant at our own discretion, with or without conditions.
- (b) You will keep all Exchange Materials strictly confidential, except to the extent that they are already in the public domain (other than through a breach of the Agreement or any other obligation of confidence).
- (c) You will respect and protect all rights, title and interest (including any Intellectual Property Rights) in the Exchange Materials.
- (d) You will not, without our prior written consent, commercialise and/or profit from the Exchange Materials and/or any proprietary information belonging to the Company and/or its Affiliates. Should you require consent for such activities, a further bilateral agreement must be made between yourself and the Company and/or its Affiliates.
- (e) You will not, without our prior written consent, extract any data, attempt to modify or interfere with the Exchange, the Website, the App, the Exchange Materials and/or its functionalities by using any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or

other automated means or interface.

- (f) Without limitation to clause 13.2(c), the Website and/or the App is proprietary to the Company. Upon acceptance of your Application and creation of an Account, the Company grants to you and any Authorised Person a personal, limited, nonexclusive, non-transferable, non-sublicensable right to use the Website and/or the App to access the Exchange and/or Services.

13.3 Protection of rights in the Exchange Materials

- (a) You undertake that you, without limiting any other restrictions, will not, and will not attempt to without the express prior written consent from the Company and/or its Affiliates:
- (i) tamper with, modify, adapt, translate, de-compile, reverse-engineer or otherwise alter in any way;
 - (ii) redistribute, disseminate or display or create derivative works (including but not limited to, whether internal or otherwise, indexes, fixings or other benchmarks; valuations of digital currencies, tokens, securities or financial derivatives; or generic or fair value prices) based on, or combine or merge with or into any other software or documentation;
 - (iii) gain unauthorised access to, make unauthorised use of or make use of for any illegal purpose (or any other purpose that is not contemplated in the Agreement);
 - (iv) remove, erase or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded on; or
 - (v) commercialise and/or profit from (including through advertising and/or referral fees) through the data feeding, trading services, streaming services and/or other such services;

For the avoidance of doubt, clause 13.3(a)(ii) includes the use of Exchange Materials and/or its derivatives as a benchmark, including without limitation, issuance of a financial instrument referencing the Exchange Materials and/or its derivatives, being party to any financial contract which references the Exchange Materials and/or its derivatives or providing a borrowing rate calculated from Exchange Materials and/or its derivatives.

- (b) The Company is not, at any time, obliged to provide any adaptations, enhancements and/or modifications to the Exchange Materials, including any updates, patches, bug-fixes and/or upgrades to the Website or App or any new versions and/or releases of the Website or the App which incorporate new features or functions.

13.4 Third party actions

- (a) You acknowledge that we and/or other third parties may take legal action against you if you breach clauses 13.1, 13.2 and 13.3 at any time, or if we or such third parties suspect that you have done so. You may also be subject to other fines and penalties in any relevant jurisdiction. You undertake to notify us immediately if you become aware of any breach described in clauses 13.1, 13.2 or 13.3, or that any action described in clause 13.3 is being perpetrated or attempted by another person.

- (b) You may also be required by us to notify the relevant third parties of any breach by you of any of the Agreement. You also authorise us to do so on your behalf.

14 Ongoing requirements

14.1 Maintenance of eligibility

You must be able to demonstrate to our satisfaction that you are:

- (a) a resident of an Available Jurisdiction;
- (b) not located in, under the jurisdiction of, or a national or resident of any of the countries, states, and jurisdictions listed on the Company Website and
- (c) not otherwise prohibited or restricted from accessing or using the Exchange, on an ongoing basis.

14.2 Compliance

You must comply with:

- (a) the Agreement;
- (b) Applicable Law, including:
 - (i) AML/CTF Requirements; and
 - (ii) Financial Crime Regulations,

on an ongoing basis.

14.3 Self-reporting

You must:

- (a) contact us immediately; and
- (b) not access the Exchange,

if you have reason to believe that you do not meet the requirements set out in clauses 14.1 or 14.2.

14.4 Ongoing use of the Exchange and/or Services

You undertake not to (and should not, knowingly or otherwise, authorise, allow or assist any other party to):

- (a) use the Exchange and/or Services to conduct electronic spamming or otherwise distribute any unsolicited or unauthorised advertising, promotional or marketing material, junk mail or chain letters;

- (b) use the Exchange and/or Services to perform illegal, unlawful or immoral activities (including but not limited to money laundering, terrorism financing and fraudulent activities);
- (c) use the Exchange and/or Services to upload content that contains or is infected with viruses, malicious codes, Trojan horses, is unlawful, immoral or illegal or contains any other harmful or deleterious program;
- (d) modify or adapt the whole or any part of the Exchange and/or Services or combine or incorporate Exchange and/or Services into another other program or application;
- (e) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code, object code, underlying concepts, ideas and algorithms of the Exchange and/or Services or any components thereof;
- (f) use the Exchange and/or Services in any manner that would lead to the infringement of our, our Affiliates' or any other third party's Intellectual Property Rights. You undertake not to take or attempt to take any action or claim ownership of any property that infringes or would infringe upon our Intellectual Property interests;
- (g) use the Exchange and/or Services in a way that could damage, disable, impair or compromise the provision of the Exchange and/or Services (or the systems or security of the Exchange and/or Services or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of the Company. You undertake not to gain or attempt to gain unauthorised access to the Account or wallets of other users;
- (h) take any action that imposes an unreasonable or disproportionately large burden or load on the Company infrastructure (including, but without limitation to our servers, networks, data centres and related or like equipment) and detrimentally interfere with, intercept or expropriate any system, data or information belonging to other users of the Services;
- (i) engage in any other activities deemed inappropriate by us or which is in contravention of these Exchange Terms and Conditions or any Applicable Laws;
- (j) provide false, inaccurate, incomplete or misleading information to the Company or any of its Affiliates or third-party services providers; or
- (k) deposit with the Company any Virtual Assets and/or Fiat Currency forming part of the proceeds of any criminal or unlawful activity.

15 Powers of the Company

15.1 Power to revise the Agreement

We reserve the right to change or modify any of the terms conditions contained in the Agreement or any policy governing the use of Exchange and/or Services at any time and in our sole discretion. You should regularly check the App and Website to inform yourself of any such changes or modifications. In addition, we may at any time change, add or remove any feature or functionality of the Exchange and/or Services without prior notice to you. Any changes or modifications will be effective immediately upon posting of the revisions, and you waive any right you may have to receive specific notice of such changes or modifications to these Exchange Terms and Conditions. Your continued use of the Service shall constitute your acceptance of such changes or modifications to the Exchange Terms and Conditions.

15.2 Notification by Agreed Communication Method

Any changes or modifications will be effective immediately upon posting of the revisions using the Agreed Communication Method, and you waive any right you may have to receive specific notice of such changes or modifications. By continuing to use the Exchange and/or Services after any such changes have taken effect, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated Exchange and/or Services. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using the Exchange and/or Services immediately.

15.3 Power regarding transfers and Exchange use

Without limitation to any other powers of the Company described in the Agreement, we may:

- (a) withdraw or suspend your access use of the Exchange in accordance with the terms of these Exchange Terms and Conditions; or
- (b) restrict any transfers to or from your Account if:
 - (i) we have reason to believe that you have not complied with the Agreement;
 - (ii) any Applicable Law or internal policy requires us to do so; or
 - (iii) we have reason to believe that the transaction is related to any unlawful activities.

15.4 Power to cancel, reverse or modify Orders

- (a) Subject to clause 15.4(b), we may cancel, reverse or modify an Order submitted by you if we have reason to believe that:
 - (i) the Order contains errors on price, quantity, or other parameters;
 - (ii) you have not complied with the Agreement;

- (iii) any Applicable Law or internal policy requires the Company to do so; or
 - (iv) the Order has been executed based on an aberrant value.
- (b) The Company must not otherwise cancel or modify any Order merely for its own convenience or for the convenience of any other person.

15.5 Power to protect market integrity in case of technical fault etc.

- (a) If:

(i) technical issues or other circumstances prevent or degrade your ability to:

- (A) submit or cancel Instructions; or
- (B) use the Exchange; or

(ii) the Company considers that intervention is necessary to maintain fair, efficient and orderly trading on the Exchange,

then the Company may take any measure that it deems necessary to protect the integrity of the Exchange.

- (b) The measures that the Company may take in accordance with clause 15.5(a)(i) include:
- (i) disabling or restricting access to an Account;
 - (ii) restricting access via the Website and/or the App;
 - (iii) disallowing the submission of Orders;
 - (iv) restricting Order types or imposing conditions on Orders, including the cancellation of Orders resting in the Order Book;
 - (v) restricting your access or use of the Exchange;
 - (vi) suspending your use of Trading Tools;
 - (vii) modifying the risk-mitigating parameters, the operation of the Order Matching Engine or the Trade Engine;
 - (viii) suspending or limiting trading on the Exchange; or
 - (ix) any other actions deemed to be in the best interest of the Exchange.

You agree to indemnify us against any Loss as a result of your breach of any limits or controls imposed by us under this clause 15.5.

15.6 Notification of exercise of power

- (a) The Company must notify through the Website and/or the App if it exercises any of the powers set out in this clause 15, subject to Applicable Law, internal policies and confidentiality requirements.
- (b) Notwithstanding clause 15.6(a), where the Company only exercises its powers in respect of one or more (but not all) persons, then it may notify the relevant persons directly, subject to Applicable Law, internal policies and confidentiality requirements.

16 Role of the Company

16.1 Our role as agent or principal

- (a) By using the Exchange, you acknowledge that we may act as agent or principal in relation to any Order that you submit.
- (b) Where we act as principal in relation to an Order, this will be stated in the relevant quote and Confirmation in accordance with clauses 5 and 7.
- (c) We do not make any representations and warranties with respect to any assets that are involved in such transaction. This applies even if we undertake certain checks and/or other compliance procedures with respect to the Order. Such procedures are for our own benefit and you should not rely on them.

16.2 No obligation to notify market price movements

- (a) Unless otherwise required by Applicable Law, we are not required to keep you informed of any market price movements (or other risk movements) in relation to a Virtual Asset, even if these may harm your position in respect of that Virtual Asset.
- (b) Clause 16.2(a) does not apply to the general provision of information provided on the Exchange, or as is strictly necessary to deliver any services under this Agreement.

16.3 Conflicts of interest

- (a) You understand and agree that the nature of the trading activities as part of the Exchange may create conflicts of interest between your interests and those of other clients, counterparties or us. Some of these circumstances are described in other Parts of these Exchange Terms and Conditions and in other disclosures that we may make from time to time. For information regarding material conflicts of interest that may arise between you and us when you use the Exchange and/or Services, please review our Disclosure of Conflicts of Interest and Other Matters attached as Annex IV to the Exchange Terms and Conditions.
- (b) If we act in circumstance where we have a conflict of interest, we will take reasonable steps to ensure you are treated fairly. We may, in our absolute discretion, without giving any reason or notice and without incurring any liability of any nature to you, decline to transact with you or otherwise to act on your Instructions in such circumstances.

16.4 Services and activities of the Company

- (a) Our activities in connection with the Exchange are non-exclusive. Subject to Applicable Law, we may transact with, and provide services to, such other persons as we, in our absolute discretion, deem fit and will be duly paid or compensated.

- (b) Unless required by Applicable Law, we are not liable or under any obligation:
 - i. to account to you any benefit received by us for dealing with, or providing services to, others; or
 - ii. disclose to you any fact or thing which may come to our notice in the course of dealing with, or providing services to, others or in the course of its business, in any other capacity or in any manner whatsoever.
- (c) We and other Company Group Members may take proprietary positions or undertake proprietary activities, including hedging transactions related to Orders submitted by you, which may affect the market price, rate or other market factors underlying an Order.

16.5 Use of third parties

- (a) You acknowledge and agree that we:
 - (i) may use third party service providers, such as exchanges, brokers and custodians, at our discretion in order to provide the Exchange from time to time;
 - (ii) may be unable to provide the Exchange if the services of appropriate third-party service providers are not available on commercially reasonable terms; and
 - (iii) are not liable for the acts, omissions or unavailability on reasonable commercial terms or any Losses sustained in connection with the use, of such third-party service providers, provided that we exercise reasonable care in their selection (but not any subcontractor or other third party such third-party service provider may use).
- (b) We agree to undertake appropriate due diligence before the appointment of any third-party service providers, as well as ongoing due diligence at regular intervals, in respect of the ongoing engagement of appointed third-party services providers. Such due diligence will be in accordance with our internal policies and procedures.

17 Prevention of Market Misconduct

17.1 Prohibition on Market Misconduct

You must not engage in Market Misconduct.

17.2 Prohibited Orders

You must not submit an Order:

- (a) that, if Executed, would constitute a Prohibited Transaction;
- (b) with a view to concealing or facilitating Market Misconduct by yourself or any other person; or
- (c) the primary purpose of which is to transfer Virtual Assets between Accounts without creating or reducing the open interest in a Trading Pair.

17.3 Reporting requirement

You must immediately contact the Company if you know, or have reason to believe, that:

- (a) you have engaged in Market Misconduct or a violation of the Exchange Rulebook;
- (b) another person (including Authorised Person) on the Exchange has engaged in Market Misconduct or a violation of the Exchange Rulebook;
- (c) any other person has engaged in Market Misconduct or a violation of the Exchange Rulebook in respect of the Exchange or a Virtual Asset generally; or
- (d) Market Misconduct or a violation of the Exchange Rulebook is otherwise occurring on the Exchange.

18 Information, representations and warranties

18.1 Information

- (a) If we ask, you must give us any information about, or documents in connection with, the Agreement or your financial affairs. All information or documents must be in the form we require and will be deemed certified by you to be true.
- (b) You must obtain the consent of persons named in the Agreement or other relevant document, and of any Authorised Person, to our collection, holding and use of their information. You agree that you will provide a copy of any privacy-related policy, statement, circular, notice or other terms and conditions made available by us to you from time to time to such persons. A copy of our current privacy notice is available on the App and Website.
- (c) You consent to us periodically checking your credit status with any credit bureau, credit reference agency or similar service provider in any relevant jurisdiction.
- (d) Without limiting any other provision of the Agreement, you acknowledge and agree that the information and documents contemplated by this clause 18.1 may be transferred to and processed and/or stored by us, and/or any other persons engaged by us. Such information and documents may be released or disclosed in accordance with the local laws or practice of the jurisdiction to which the data is transferred.
- (e) We agree to notify you of any material change to our name, principal address, licensing status, or the Exchange from time to time.
- (f) We will notify you in advance of any changes to our rules, procedures or policies that, in our discretion, are applicable to you for using the Exchange and/or Services.
- (g) You agree to immediately notify the Company of any material misconduct, including misconduct of any Authorised Person, that may give rise to an Event of Default, or otherwise directly or indirectly affect the Company's rights, this Agreement or the operation of the Exchange.

18.2 Representations and warranties

By making an Application, you represent and warrant that:

- (a) if you are an individual, you are at least 18 years of age and resident in an Available Jurisdiction;
- (b) if you are a corporation or other legal person, you are duly incorporated and/or organised under the laws of an Available Jurisdiction;
- (c) you are not currently registered as a user of the Exchange and/or Services;

- (d) you are the sole ultimate beneficial owner of your Account and not acting on behalf of or representing any other natural person, legal person or legal entity;
- (e) you are the beneficial owner of (or if you are acting as a trustee, the legal owner) any Virtual Asset or Fiat Currency subject to the Agreement, and forming the subject matter of the Services;
- (f) you are not impersonating any other person, operating under an alias or otherwise concealing your identity;
- (g) you are not located in, under the control of, or a national or resident of any international sanctioned countries;
- (h) you are not a resident or a Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction which the Company has notified as being subject to prohibitions or restrictions on accessing or using the Exchange and/or Services;
- (i) you are not a resident or Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations under these Terms or the delivery, holding, use or exchange of Virtual Assets is unlawful or restricted in any way or requires licensing, registration or approval of any kind;
- (j) the information and documents you provided are true and accurate and up-to-date and shall remain true and accurate and up-to-date throughout the term of the Agreement;
- (k) you have appropriate knowledge and experience of blockchain technology, cryptography and smart contracts and the Virtual Assets applicable to each Order and related features and risks;
- (l) you understand the nature and assume risks of the subject matter of the Agreement;
- (m) you are capable of assuming, and do assume, all risks associated with the Agreement and any Order, including those risks described in Annex I of these Exchange Terms and Conditions;
- (n) in respect of the Exchange and each Order, you:
 - (i) have received, read and understand all relevant documents that make up the Agreement;
 - (ii) have adequate information in relation to your decision to use the Exchange and submit the Order; and
 - (iii) have made your own independent decision to use the Exchange and submit the Order and that the Exchange and each Order are appropriate and proper for you based on your own judgment and on advice from independent advisers you have considered necessary;
- (o) you enter into the Agreement and submit each Order as principal and are not acting as an agent for any other person, as trustee of any trust or on behalf, or for the benefit, of any other person. Without limiting the generality of this subparagraph, no Authorised Person has any interest in your Account or any Order;

- (p) you have full legal capacity, power and all necessary authorisations to own your assets and carry on any business it conducts, to enter into the Agreement and submit each Order and to comply with its obligations and exercise its rights under them;
- (q) you have obtained all necessary authorisations and consents, and taken all necessary corporate actions (as applicable) to make all payments and deliveries contemplated by the Agreement;
- (r) your obligations under the Agreement are valid, binding and enforceable and it will not be in breach of any Applicable Law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under the Agreement or any Order;
- (s) you, any Authorised Person, any person who controls you and any person for whom you act, as applicable, is not a Proscribed Person;
- (t) if you are a corporation or other legal person, the person that enters into the Agreement on your behalf is, and any person representing you in relation to any Order is and will be, duly authorised to do so;
- (u) all the information given, and representations made, by you (or on your behalf) are correct, complete and not misleading;
- (v) since the date of any information you have given us, there has been no change in that information or your financial circumstances that may have a material adverse effect on your ability to meet any of your obligations to us;
- (w) any device that you or any of your Authorised Persons uses, including your Enabled Device, is not Jailbroken and otherwise meets the device requirements as described in the Exchange FAQs;
- (x) you have not withheld any information that might have caused us not to enter into the Agreement or not allow your Order to be submitted (including information about the assets you own and any Encumbrance over them);
- (y) neither you, nor any assets you own, have immunity from the jurisdiction of a court or from legal process in any place;
- (z) you are not relying on any communication from us as advice (whether written or oral) from us, and we are not an advisor to you, in connection with the Agreement or any Order;
- (aa) you understand the nature and assume risks of the subject matter of the Agreement and will seek independent advice where necessary. You also have sources of information other than those provided by us and our representatives that you use in evaluating Virtual Assets;
- (ab) at any time that you deliver, or procure the delivery of, Virtual Assets to us in connection with an Order or otherwise, you have the absolute right to sell, assign, convey, transfer and deliver such Virtual Asset, and are deemed to confirm that it is fully paid and free of any Encumbrance;

- (ac) no action, suit or proceeding at law or in equity before any court, tribunal, Government Agency or any arbitrator that is likely to affect the legality, validity or enforceability against you or the Agreement or your ability to perform your obligations under the Agreement is pending or, to your knowledge, threatened against you;
- (ad) you are responsible for your own Tax affairs, and you have not committed or been convicted of any Tax or other criminal offence;
- (ae) no Event of Default has occurred, nor has any event occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become an Event of Default;
- (af) you understand that all transactions on the Exchange are between Virtual Assets, and do not involve Fiat Currencies;
- (ag) you will not use the Exchange and/or Services if any Applicable Laws prohibit you from doing so in accordance with the Agreement; and
- (ah) you are compliant with this Agreement and all Applicable Law to which you are subject, including without limitation, all Tax laws and regulations, exchange control requirements and registration requirements.

18.3 Repetition of representations and warranties

You repeat the representations and warranties set out in clause 18.2 every time you:

- (a) submit an Order;
- (b) give an Instruction; or
- (c) otherwise operate your Account or use the Exchange.

18.4 Notification

You must immediately notify us if:

- (a) an Event of Default occurs; or
- (b) you have reason to believe that you cannot truthfully make or repeat the representations and warranties set out in this clause 18.

19 Indemnities

19.1 Your indemnity

You indemnify and hold:

- (a) us;
- (b) each other Company Group Member;
- (c) our third-party service providers; and
- (d) each of their respective joint venture entities, directors, officers, employees, agents and representatives of (a), (b) or (c) (each, an **"indemnified party"**), harmless from any claim, demand or Loss (including legal fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:
 - (i) the Agreement;
 - (ii) your violation of any Applicable Laws of any jurisdiction, or the rights of any third party;
 - (iii) your breach of any of the terms of the Agreement;
 - (iv) your use of the Exchange, Services and/or App;
 - (v) performance of any of our obligations under the Agreement with respect to you;
 - (vi) any act, error, or omission of your use of your Account or any user of your Account, in connection with the Exchange and/or Services, including matters related to incorrect, incomplete, or misleading information, libel; invasion of privacy, infringement of an Intellectual Property Right;
 - (vii) any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Exchange and/or Services, or violation of any Applicable Law; and
 - (viii) any of the following circumstances:
 - (A) the provision of the Exchange or entry into an Order in circumstances where we are not in breach of the Agreement;
 - (B) an Event of Default occurs in relation to you;
 - (C) searches and enquiries made in connection with you

(including checking for Insolvency);

- (D) Instructions given to us by you or an Authorised Person, or a person purporting to be you or an Authorised Person provided that we act in good faith when effecting the Instructions, save where we have actual knowledge of any fraud or forgery;
- (E) us acting on, delaying or refusing to act on Instructions from you or an Authorised Person or taking action against you or an Authorised Person;
- (F) the settlement or attempted settlement of any Executed Order or any failure to settle any such Executed Order, in circumstances where we are not in breach of the Agreement;
- (G) any service provided by a third party nominated by you;
- (H) any Tax payable by the indemnified party on, or calculated by reference to, any Order or any amount paid or payable by or to you under the Agreement (excluding any Tax payable by the indemnified party by reference to its net income);
- (I) any action taken by a third party to gain control of any Virtual Asset contemplated by the Agreement;
- (J) any person exercising, or not exercising, rights under the Agreement (including enforcement action and debt collection Costs, such as valuation fees and auctioneer's charges); or
- (K) the costs of the indemnified party in defending itself successfully against any claims of fraud, negligence or wilful default, in each case except to the extent the Loss is a direct result of the indemnified party's own gross negligence, fraud or wilful misconduct.

You must pay the indemnified party on demand for, any Loss the indemnified party reasonably incurs in connection with the incidents described in this clause.

19.2 Interest

You agree to pay interest on any amounts in respect of which you are required to indemnify any person under clause 19.1 or otherwise under the Agreement from the date of demand until the date of receipt by that person in full of such amounts and the interest (after as well as before judgment), at the rate of interest described in clause 22.2.

19.3 Further steps

If we ask, you must:

- (a) appear and defend at your own cost any action which may be brought against us in connection with the Agreement; and

- (b) sign any document we reasonably require to give further effect to this clause 19.

19.4 Application of indemnity

You agree that the provisions of this clause 19:

- (a) continue in full force and effect in relation to Instructions received before we give notice to you that we will not accept further Instructions; and
- (b) are unconditional, irrevocable and survive termination of all dealings between us and you and are not impaired by any act, omission, matter or thing that might discharge or impair the indemnity but for this clause.

20 Our liability

20.1 Exclusion and limitation of liability

Unless any Applicable Law prohibits us from excluding or limiting our liability or where the Loss is directly caused by our own gross negligence, fraud or wilful misconduct, we, any employee, director, shareholder, officer, agent or representatives are not liable for any Loss incurred in connection with the Agreement, including in connection with:

- (a) the general risks of investing or entering into any Order or using the Exchange, including those described in Annex I;
- (b) the provision or unavailability of any Virtual Asset, Account, the Exchange, the Website or the App;
- (c) investing or holding assets in a particular jurisdiction (including Losses arising from nationalisation, expropriation or other governmental action, financial services regulations, currency or asset restrictions, devaluations or fluctuations, and market conditions affecting the orderly execution of transactions or affecting the value of assets);
- (d) the collection, deposit or credit of invalid, fraudulent or forged Virtual Assets transfers;
- (e) effecting delivery or payment against an expectation of receipt, save where such delivery or payment is contrary to local market practice;
- (f) an instruction to deliver Virtual Assets to an exchange, broker, custodian or other third party, even if we might have information tending to show that this course of action, or the choice of a particular exchange, broker, custodian or other third party for a transaction, is unwise;
- (g) any information that we provide on Virtual Assets, market trends or otherwise, even if such information is provided at your request;
- (h) subject to clause 16.5, any act or omission of any exchange, broker, custodian or any other third party, whether or not appointed by us. We are not obliged to request such exchange, broker, custodian or any third party to comply with its obligations;

- (i) the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy or a delay or error in making payments or deliveries under the Agreement;
- (j) you or an Authorised Person's Instructions, any unauthorised Instructions or our refusal to act on any Instruction;
- (k) any Force Majeure Event;
a Network Event not reasonably within our control;
- (m) an Event of Default;
- (n) any interruption, delay, suspension, discontinuance or failure of the Exchange and/or Services;
- (o) any refusal to process or authorise, or any reversal of, any transaction for any reason;
- (p) your inability to effect or complete any transaction due to system maintenance or breakdown or non-availability of the App, Website, network, our hardware or software or that of any third parties;
- (q) use of your Enabled Device, or access to your Account or the Exchange and/or Services, by third parties, whether authorised or unauthorised by you;
- (r) any theft or loss of your Enabled Device;
- (s) any unauthorised or ineligible use of the Exchange and/or Services contrary to the Exchange Terms and Conditions;
- (t) our compliance with Applicable Laws and/or court orders;
- (u) hacking, tampering, virus transmission or other unauthorised access or use of the Exchange, Services, Account or any information contained therein;
- (v) your inability to use the Exchange and/or Services or the cost of procuring substitute services;

(w) termination of any of the Agreement; or

(x) any return or purported return of Virtual Assets in accordance with clause 23.9,

and this disclaimer applies where the Loss arises for any reason and even if the Loss was reasonably foreseeable or we had been advised of the possibility of the Loss.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT PREJUDICING THE FOREGOING, IN NO EVENT SHALL THE COMPANY AND COMPANY GROUP MEMBER, THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESS OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES PROVIDED HEREUNDER, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF THE COMPANY OR COMPANY GROUP MEMBER, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF THE COMPANY OR COMPANY GROUP MEMBER'S, GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE LIABILITY OF THE COMPANY OR COMPANY GROUP MEMBER, AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF OR IN CONNECTION THE SERVICES PROVIDED HEREUNDER, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF THE COMPANY, COMPANY GROUP MEMBER, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO THE COMPANY UNDER THE AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

20.3 Disclaimers

- (a) Except as expressly provided in these Exchange Terms and Conditions, to the fullest extent permitted by law, we disclaim all other representations or warranties, express or implied, made to you, your Affiliates or any other person, including any warranties regarding title, non-infringement, timeliness, quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) of any service or any good provided under these Terms.
- (b) The Company does not represent or warrant that the Exchange and/or Services are accurate, complete, reliable, current, or error-free.
- (c) While the Company attempts to make your use of the Services safe, we cannot and do not represent or warrant that the Services are free of viruses or other harmful components.

- (d) Our liability in respect of representations and warranties that cannot be excluded is limited, at our option, to any of:
- (i) re-supplying, replacing or repairing the Services in respect of which the breach occurred; or
 - (ii) paying the cost of the re-supplying, replacement or repairing of the Services in respect of which the breach occurred.

20.4 Responsibility for decisions

- (a) All decisions on whether to invest in, hold or dispose of any Virtual Assets or to enter into any Order are yours. We are not responsible for any decision made by you:
- (i) to enter into the Agreement or submit any Order, or to use any of the Exchange; or
 - (ii) about any features or risks of any Virtual Asset, or any fees or Costs payable in connection with it.
- (b) Unless specifically requested by you and agreed between the Company and you in writing, the Company will not give any form of an advice. You alone will decide how to handle the services in connection with this Agreement, place Orders and take relevant decisions based on his own judgement. Any explanation or information which the Company provides is not intended to be and should not be considered as advice.
- (c) While some of our employees and agents may be authorised to give you certain types of general information about Virtual Assets or other products or services neither our employees nor its agents have any authority to make representations about anything in connection the Agreement.
- (d) The Company may, from time to time and at its sole discretion, provide the you with information, news, market commentary or other information (hereinafter called "Information") which shall not be considered as part of its Services to you. Where it does so:
- The Company will not be responsible for such Information;
 - The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such Information or as to the tax or legal consequences of any related Transaction;
 - This Information is provided solely to enable you to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to you;

- (e) Subject to Terms and Conditions hereunder, you hereby agree and undertake to indemnify the Company to the full extent as permitted by the Applicable Law for any Loss related to Sections 20.4 (a), 20.4 (b), 20.4 (c) above.

20.5 Hyperlinked sites

- (a) We are not responsible for, do not endorse, and make no representation or warranty in connection with, any hyperlinked internet sites through an Agreed Communication Method or other internet sites to which you may be referred. We are not responsible for any Loss incurred in connection with those sites.
- (b) Such internet sites may contain information that has not been devised, verified or tested by us or our officers, employees or agents. We do not endorse the accuracy or completeness of such information, nor do we guarantee that such information, or the provision of any hyperlinks to you, do not infringe third party rights.

20.6 Circumstances beyond our control

We are not liable for any Loss incurred in connection with our inability or delay in receiving or executing Instructions or unavailability of funds or any Virtual Asset due to a Force Majeure Event or any circumstances beyond our reasonable control. If a Force Majeure Event occurs or any circumstances beyond our reasonable control occur, we may take any action we consider appropriate in connection with the Agreement.

21 Network events

21.1 Infrastructure Participant, Network Participant and Network Event

In conjunction with Annex I of these Exchange Terms and Conditions; if:

- (a) any Infrastructure Participant or Network Participant gives a direction, or makes a decision or election, that affects an Executed Order; or
- (b) any Infrastructure Participant or Network Participant becomes Insolvent or is suspended from operating; or
- (c) a Network Event has occurred, then we may take any action which we, in our sole discretion, consider appropriate to correspond with the direction, decision, election or event (including a Network Event), or to mitigate any loss incurred or potential loss or impact which may be incurred as a result of such action or event. Any such action may result in suspension of access to, or adjustment of the balance in, your Account. Subject to Applicable Law, any such action will be binding on you (including, where relevant, making any decision or election in relation to a Network Event).

21.2 Cooperation and enquiries

Where any Infrastructure Participant, Network Participant or any regulatory body makes an enquiry which relates to the Exchange, your Account or an Order, you agree to cooperate with us and that any information relevant to the enquiry may be passed to any Company Group Member, or any Infrastructure Participant, Network Participant or regulatory body, as may be appropriate.

21.3 Staking

Unless specifically announced through an Agreed Communication Method in relation to a Virtual Asset and subject to the terms therein, we do not support the Staking of such Virtual Asset on your behalf and do not distribute any rewards associated with such Staking.

21.4 Network event

On each occasion of a Network Event, we in our sole and absolute discretion may determine:

- (a) in the event of a Fork, which branch of the Fork is recognised and supported, if any, and where necessary to take any action or make any election required to implement such recognition and support of that Fork;
- (b) in the event of an Airdrop, whether to credit any Virtual Assets received by us to the Account or participate in an Airdrop, and upon what terms to do so, such decision regarding the Airdropped Virtual Assets remains with us at all times. We will not be liable to you for failure to credit any Virtual Asset to you or participate in any Airdrop. If we do not support an Airdrop, we may claim

such Airdrop for our own benefit (unless it is unavoidable or impractical to avoid based on the means of distribution). Where any Airdropped Virtual Assets in respect of any On-Exchange Assets have been received by you directly as an Off-Exchange Asset, we may claim such Airdropped Virtual Assets from you and you agree to return such Airdropped Virtual Assets to us;

- (c) in the event of a Network Event which results in loss of ownership or control of Virtual Assets, how such loss is apportioned; and
- (d) whether to halt transactions or to cease relevant Services pertaining to a specific Virtual Asset (or generally) or any other activities for any period of time, which period of time may also be extended in our sole and absolute discretion.

Upon becoming aware of a Network Event, we will endeavour to notify you through an Agreed Communication Method, as soon as practicable. We will also publish our decision in handling the relevant Virtual Assets in the event of a Network Event at least one (1) Business Day before the occurrence of the Network Event, unless to do so is impossible or reasonably impracticable.

22 Fees and Costs

22.1 Payment of Fees and Costs

- (a) You must pay the fees, charges, commissions and Costs specified by us on the “Fees page” on the Website, through another Agreed Communication Method, or as otherwise notified by us in writing as applying to the Exchange from time to time.
- (b) All applicable Fees listed on the App and the Website are exclusive of any applicable Taxes and the actual Fee charged will be increased to account for any such applicable Taxes.

22.2 Overdue payments

From the time any amount under the Agreement is overdue for payment until it is paid, you agree to pay interest at our prevailing default interest rate on the overdue amount when we ask. This rate is revised by us periodically and is available from us on request.

22.3 Calculation

Any interest payable under the Agreement accrues and is calculated in accordance with our usual practice. If default interest is charged under clause 22.2, we may add to the outstanding amount any interest under this clause which has not been paid. You are then liable for interest under this clause on the total amount.

22.4 No refund

Unless otherwise specified in the Agreement, you are not entitled to any refund of any Costs, fees or interest you have paid, or subsidy you have received, including where you cancel an Order, or all or any of the Agreement ends.

22.5 Costs on cancellation

If all or any of the Agreement ends or you cancel an Order, we may require you to pay interest, fees and Costs incurred in connection with the Agreement or Order.

23 Termination, suspension and enforcement

23.1 Termination by either party

- (a) Either you or we may terminate any part of the Agreement, or the Agreement as a whole, by giving the other party at least seven (7) days' notice in writing.
- (b) If you wish to suspend or terminate your access to and use of any of the Exchange and/or Services or close your Account, you are required to submit a request to the Company in such manner and form and accompanied by such information and supporting documentation as may be required by us to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such terms and conditions as we may consider applicable to such suspension or termination.
- (c) If, at the time of the submission of your Account closure request, your Account has any outstanding or ongoing obligations, commitments or activities, including but not limited to any fixed term loan, deposits or Staking or any amount due to the Company, you agree that the Company should not be obliged to process such closure request until all such obligations, activities or commitments have been discharged or expired.

23.2 Suspension, restriction or termination by us

In addition to our rights in clause 23.1, we may suspend, restrict or terminate any (or all) of the Agreement, your access to any (or all) of the Exchange and/or Services (including your access to the Virtual Assets in your Account), and to deactivate your Account immediately, if:

- (a) you provide incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading;
- (b) you breach any payment or delivery obligation or other term of the Agreement, any other agreement with us, or any term of any arrangement you have with another financial institution, or another financial institution has suspended or terminated your use of any financial services;
- (c) you become Insolvent or any of your assets are subject to Insolvency proceedings;
- (d) you act fraudulently or dishonestly or in our discretion that a transaction is fraudulent or erroneous;
- (e) you disaffirm, disclaim, repudiate or reject, in whole or in part, the Agreement, any Confirmation or any Executed Order (or such action is taken by an Authorised Person on your behalf);
- (f) any Authorised Person or other person asserts any interest in, or right to control, your Account

by virtue of you having provided access to your Account or otherwise;

- (g) performance of any obligation by either you or we under the Agreement breaches, or is likely to breach, any Applicable Law (including AML/CTF Requirements, Financial Crime Regulations or market abuse requirements) or is otherwise contrary to any policy we apply as a result of an order or sanction issued by any Government Agency;
- (h) anything occurs which, in our opinion, is likely to have a material adverse effect on your ability or willingness to comply with your obligations under the Agreement;
- (i) performance of any obligation by either you or we under the Agreement breaches, or is likely to breach, any Applicable Law or is otherwise contrary to any policy we apply as a result of an order or sanction issued by any Government Agency;
- (j) we are required to do so by Applicable Law or any court or other adjudicating authority to which we are subject to in any jurisdiction;
- (k) any of your Company wallets or you are subject to pending litigation, investigation or government proceedings;
- (l) any of your Virtual Assets are subject to enforcement of a judgment or are expropriated, compulsorily acquired or resumed on any basis;
- (m) you are convicted of a Tax or other crime in any jurisdiction;
- (n) we, in our discretion, consider that your Account is being operated or the Exchange and/or Services are otherwise being used in an irregular or improper manner;
- (o) in our discretion, you may be in breach of the Agreement or are otherwise trying to circumvent the Agreement, such as by opening multiple accounts or abusing any of our incentive schemes;
- (p) you fail to provide any information requested under the Agreement, or where required to do so in compliance with any Applicable Law or the requirement of any contract;
- (q) any other event of default (however described) under any other agreement between you and Company occurs; or
- (r) your Account has been inactive for three years. In this case, if Company is unable to contact you in respect of the assets in your Account, Applicable Law may require Company to deliver any such assets to the applicable state or jurisdiction as unclaimed property.

23.3 Notice about suspension, restriction or termination

- (a) You acknowledge that Company's decision to take certain actions, including limiting access to, suspending, or closing your Account for any reason in our sole discretion (even if no Event of Default has occurred and is continuing), may be based on confidential criteria that are essential to Company's risk management and security protocols. You agree that Company is under no obliga-

tion to disclose the details of its risk management and security procedures to you.

- (b) Without limiting clause 23.3(a), in the event that we decide to suspend, restrict or terminate your access to the Exchange and/or Services in accordance with clause 23.2, we may (to the extent that it is not unlawful for us to do so) provide you with adequate notice of such termination of access to the Exchange, and the action may take effect from such time and for such duration as we determine.
- (c) Suspensions, restrictions or terminations from the use of the Exchange and/or Services will be reversed only as soon as reasonably practicable once the reasons for refusal no longer exist as determined in our sole discretion. We are under no obligation to execute any suspended, reversed or terminated transactions or Orders at the same price or on the same terms.
- (d) Our rights under clause 23.2 do not affect any other right under the Agreement and are subject to the giving of any notice, demand or lapse of time which is required by Applicable Law and cannot be excluded.

23.4 Additional rights to terminate

Other terms of our Agreement that are applicable to a particular service may specify additional circumstances in which you or we may end the Agreement. These apply in addition to the rights set out in clause 23.1 and 23.2.

23.5 The Agreement

After the Agreement ends, you must:

- (a) not use the Exchange and/or operate any Account that is the subject of the termination, or any benefits in connection with the Exchange;
- (b) immediately make all payments and deliveries required in connection with the Agreement, your Account, the Exchange and any relevant Executed Orders; and
- (c) do any other thing which the Agreement requires to be done when your right to use the Exchange and operate your Account ends.

23.6 No effect on rights and liabilities

- (a) Subject to clause 23.9, the suspension, restriction or termination of all (or any) of the Agreement does not affect any of the rights and obligations of either of us that arose before termination.
- (b) You are not entitled to any refund of any fee or amount paid or subsidy received in connection with the Agreement or any Executed Order.
- (c) You should not be entitled to any payment, compensation or damages from us in relation to any suspension, restriction or termination of your use of the Exchange and/or Services for any reason whatsoever.
- (d) Our rights of suspension, restriction and termination under these Exchange Terms and Conditions should be without prejudice to any other rights or remedies which we may have (whether under

these Terms, Applicable Law otherwise). In any event, all provisions in the Agreement in connection with payments, clawbacks, indemnities, limitation of liability, disclosure of information, set-off, asset conversion, Tax, and the provisions in clauses 20, 23.9 and 24 survive termination of the Agreement.

23.7 Review of entitlements

After all (or any) of the Agreement ends, we may review and withdraw any promotional or preferential arrangement that applies to you.

23.8 Enforcement action

We may take any action we consider appropriate to enforce the Agreement, including employing any third-party agent to collect any amount owing, taking steps to enforce its rights against your assets, such as attaching any amount owing to those assets, and commencing legal proceedings.

23.9 Payments and handling of Virtual Assets upon termination

- (a) Upon suspension, restriction or termination of this Agreement, we may return any Virtual Assets recorded in your Account to a designated external address to you in accordance with clause 7.11, unless we are prohibited by Applicable Law to release such Virtual Assets, or where we have reasonable grounds to suspect that such Virtual Assets were obtained through fraud or any unlawful means or connected with criminal activities. If you have any question about this clause, please contact us at support@bitmarkets.com.
- (b) If we are unable to return any Virtual Assets to you pursuant to clause 23.9(a), we will take reasonable steps, as determined in our sole discretion in the circumstances, to contact you and return the Virtual Assets in the form and manner we deem appropriate.
- (c) If we are unable to contact you or return the Virtual Assets pursuant to clause 23.9(b), we may deal with the relevant amount of Virtual Assets (less applicable Costs) as we consider appropriate, as determined in our sole discretion. This includes transferring the Virtual Assets to a third party. You will not have any further rights to such amounts. Without limiting any of the foregoing, we are not obliged to hold any such Virtual Assets for you.

24 General terms

24.1 Hardware, Trading Tools and other materials

- (a) You are solely responsible for installing, maintaining and updating any applicable hardware and Trading Tools for using your Account and the Exchange.
- (b) You are required to comply with all systemic requirements imposed in relation to your Account and the Exchange, including installing, maintaining and updating any applicable security procedures.
- (c) You may utilise various Trading Tools (including but not limited to proprietary automated trading bots (“Trading Bots”)) to execute trades by filling in and updating trading parameters decided by You.
- (d) You acknowledge the risks of using such Trading Bots and that its use constitutes an authorised Instruction by You. You understand that Trading Bots execute your instructions only and that the operation of any such Trading Bots are determined by parameters set by you.
- (e) While we will use best efforts to make the Trading Tools available at all times, you understand and acknowledge that its availability and accuracy may be affected by factors outside our reasonable control.
- (f) We retain the discretion to update, modify, cancel and/or otherwise terminate your access to any Trading Tools and its functionalities from time to time to enhance customer experience. You understand that we are not responsible for any downtime resulting from these actions.

24.2 Prompt performance

If the Agreement specifies when you must perform an obligation, you must perform it by the time specified. You must perform all other obligations promptly. Time is of the essence in respect of your obligations to deliver or pay any Virtual Asset.

24.3 Waiver and variation

- (a) A provision of the Agreement, or right created under it, may not be waived except in writing signed by the party or parties to be bound and is only effective for the purpose for which it is given.
- (b) The delay of enforcement or the non-enforcement of any of the provisions of the Agreement by any party should not be construed as a waiver of any of the other rights of that party arising out of the breach or any subsequent breach of any provision of the Agreement and no right, power or remedy conferred upon or reserved for any party in the Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy should be cumulative.

- (c) You acknowledge that various features of the activities contemplated by the Agreement may be changed at any time, including applicable Costs, subject to Applicable Law.

24.4 Exercise of rights

- (a) Unless expressly stated otherwise in the Agreement, we may exercise a right or remedy, give or refuse our consent or approval, and/or make any other determination or decision, in connection with the Agreement in any way we consider appropriate in our absolute discretion, including by imposing conditions. We need not provide reasons for any decision we make.
- (b) Except for a waiver or variation in accordance with clause 24.3, nothing we do suspends, varies or prevents us from exercising our rights under the Agreement. If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- (c) We are not liable for any Loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence.
- (d) Our rights and remedies under the Agreement:
 - (i) are in addition to other rights and remedies given by Applicable Law independently of the Agreement;
 - (ii) do not merge with and are not adversely affected by any other agreement and may be executed independently or together with any rights or remedies including under any other agreement; and
 - (iii) are not affected by any payment, settlement or anything which might otherwise affect them at law including the variation of the Agreement or the Insolvency of any person.

24.5 Approvals and consents

By giving its approval or consent, we do not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

24.6 Complying with a court order

If we are served with a court order, we act in accordance with the court order and you must not commence proceedings against us in relation to our actions under the court order.

24.7 Consents

We may give, or withhold, any consent or approval in connection with the Agreement upon such terms as we consider appropriate.

24.8 Indemnities

The indemnities in the Agreement are continuing obligations, independent of your other obligations un-

der it. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity in connection with the Agreement.

24.9 Third party services

- (a) Without limiting clauses 16.5 and 24.10, but subject to Applicable Law, we may:
 - (i) employ independent contractors and agents (including correspondents) or utilise the services of the Company or other third party to make certain functions or information available to you and/or otherwise to effect the Exchange and/or Services, on terms we consider appropriate;
 - (ii) display, include or make available third-party content (including data, information, applications and other products or service) or provides links to third-party websites or services; and
 - (iii) change any service provider at any time without prior notice.
- (b) Third-party services and links are provided solely as a convenience. By accessing the App, Website, Exchange Materials and/or Services, you acknowledge and agree that the Company should not be responsible for any third-party services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. In any event, the Company does not assume and will not have any liability or responsibility to you or any other person or entity for any third-party services (including for any delay, loss or damage of any kind incurred from any services provided by any third party service provider engaged by the Company. All claims in connection with the act of any third-party service provider or should be brought solely and directly against such party and/or its agents. The Company's sole liability in relation to the services provided by any third-party service provider or should be limited to the use of reasonable care in the selection of such party.
- (c) In addition to the Agreement, your use of the Exchange may be subject to the terms and conditions imposed by relevant third parties from time to time, as notified to you. The Company does not explicitly or implicitly endorse or approve any third-party service.

24.10 Assignment and other dealings

- (a) You may not assign, transfer or otherwise deal with your rights or obligations under the Agreement to anyone without our prior written consent. Any attempted transfer, assignment or other dealings in violation hereof should be null and void.
- (b) We may assign, transfer or otherwise deal with our rights and obligations as we see fit and need not obtain your prior written consent, nor notify you. To the extent that any consent is required under Applicable Law to effect a relevant dealing, you agree that this clause 24.10(b) is deemed to serve that purpose.

24.11 Compliance with Law

Nothing in the Agreement requires us to do or not do anything if it would or might in our reasonable opin-

ion constitute a breach of our policy or any Applicable Law or requirement of any Government Agency.

24.12 Inconsistent laws and severability

To the extent permitted by Applicable Law:

- (a) you waive all rights conferred by Applicable Law which are inconsistent with the Agreement; and
- (b) the Agreement otherwise prevails to the extent it is inconsistent with any Applicable Law.
- (c) However, if and to the extent that an Applicable Law is inconsistent with the Agreement in a way that would otherwise have the effect of making a provision of the Agreement invalid, illegal, void or unenforceable, or contravene a requirement of Applicable Law or impose an obligation or liability which is prohibited by that law, then the Applicable Law overrides the Agreement to the extent of the inconsistency, and the Agreement is to be read as if that provision were varied to the extent necessary to comply with that Applicable Law and avoid that effect (or, if necessary, omitted). In any event, such the invalidity, illegality or unenforceability of such provision should not affect the other provisions of these Terms and all provisions not affected by such invalidity, illegality or unenforceability should remain in full force and effect.

24.13 Entire agreement

The Agreement constitutes the entire agreement between the parties with regard to its subject matter. The Agreement supersedes and invalidates any and all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, whether oral or in writing, express or implied. You acknowledge that in entering into the Agreement, you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in the Agreement.

24.14 Third party rights

The Agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- (a) a Company and any other an indemnified party (as defined in clause 19.1) may enforce its rights or benefits in the Agreement, including any indemnity, limitation or exclusion of liability; and
- (b) a person who is a permitted successor or assignee of our rights or benefits of the Agreement may enforce those rights or benefits.

No consent from the persons referred to in this clause 24.13 is required for the parties to vary or rescind the Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

24.15 Reports

Any report we obtain is for our use only. Even if we provide a copy of the report to you, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

24.16 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, the Agreement or any part of it.

24.17 Supervening legislation

Any present or future legislation which operates to vary the obligations of a party in connection with the Agreement with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Applicable Law.

24.18 Confidentiality

Each party agrees not to disclose information provided by any other party that is not publicly available except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under the Agreement;
- (b) to officers, employees, legal and other advisers and auditors of any party;
- (c) to any party to the Agreement or any related companies of any party to the Agreement, provided the recipient agrees to act consistently with this clause 24.17;
- (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld);
- (e) publishing relevant Orders and other Instructions on a non-attributed basis on the Exchange;
- (f) any disclosure the disclosing party reasonably believes is required by any Applicable Law or Government Agency; or
- (g) otherwise in accordance with the Agreement.

Each party consents to disclosures made in accordance with this clause 24.18.

24.19 Data protection

- (a) You agree that we or other parties assisting us in the provision of the Exchange and/or Services, may collect, use, process, transfer, disclose to subcontractors or to your service providers or agents and store materials, data, information and content relating to you and/or your business or your Affiliates, shareholders, officers, employee and agents, including Personal Data ("**Data**") for the following purposes:
 - (i) providing the Exchange and/or Services;
 - (ii) internal, administrative, regulatory or compliance purposes and/or to maintain our administrative or client relationship management systems, including the use of IT out-source providers;
 - (iii) security, quality and risk management reviews; and
 - (iv) in accordance with any legal or regulatory body or a professional body of which we are a member.

You also agree that the Data may be transferred, disclosed, stored, processed and maintained by us electronically on servers, or in hard copy or original format in a number of different jurisdictions. As certain jurisdictions have strict laws around exporting restricted classes of data, you agree to advise us in writing immediately if any Data that may be disclosed to, or accessed by us or a subcontractor in performing the Services is subject to export control restrictions under Applicable Law. You will not provide us with Personal Data unless the Personal Data is required for the performance of the Services.

- (b) Subject to Applicable Law, we reserve the right at any time to satisfy our internal requirement as to your Personal Data (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes.
- (c) In respect of any Personal Data shared with us, you confirm you have the necessary authority for us to use and transfer it in accordance with the Agreement, and that data subjects have been given necessary information regarding its use. You will comply with applicable data protection legislation in relation to any Personal Data shared with us in connection with the Agreement.
- (d) Use of Personal Data is governed by the Privacy Notice.

24.20 Anti-money laundering and sanctions

- (a) Notwithstanding any other provision of the Agreement to the contrary, we are not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any AML/CTF Requirements.
- (b) You must provide to us upon request all information and documents that are within your possession, custody or control reasonably required by us from time to time, and as necessary in order for us to comply with any applicable AML/CTF Requirements.
- (c) You agree that we may disclose any information concerning you to any Government Agency, law enforcement entity, regulatory agency or court (in any jurisdiction) where required by any Applicable Law.
- (d) You agree to exercise your rights and perform your obligations under the Agreement in accordance with all applicable AML/CTF Requirements.
- (e) You agree to provide evidence of due authority and specimen signatures for each Authorised Person.
- (f) You agree that we may take a sufficient time to consider, verify or block an Order, if you or any other person or entity in connection with the Order becomes a sanctioned person or entity, or upon the occurrence of a match on our sanction filters.

24.21 Feedback, queries and complaints

- (a) If you have any feedback, questions or complaints, please contact us via email at support@bit-

markets.com . Whilst we strive to respond to you as soon as possible, for more complicated issues, it may take us up to 45 days or longer to resolve and get back to you. You accept and agree that we shall not be responsible for any loss and damage incurred during such period.

- (b) By submitting feedback or suggestions (“**Feedback**”) to us through the App or other means, you acknowledge and agree that:
- (i) your Feedback does not contain confidential or proprietary information of you or any third party;
 - (ii) we are not under any obligations of confidentiality with respect to the Feedback;
 - (iii) we may freely use, reproduce, distribute, and otherwise utilise the Feedback for any purpose; and
 - (iv) you are not entitled to any compensation of any kind from us.

25 Statements and records

25.1 Transaction records

You may access your Transaction History and records in your Account. You are responsible for checking Account statements for errors.

25.2 Reporting mistakes

You must report any mistaken or unauthorised Orders, Executed or otherwise, to us as soon as possible. Unless otherwise stated, if you do not report such Orders to us within three days of the date of the Order, we are entitled to treat the Order as correct.

25.3 Reversals

We may cancel, reverse or debit any Virtual Asset transfer we make under the Agreement (including any interest paid) and make any corresponding adjustments to an Account:

- (a) to correct a mistake;
- (b) if we have not received cleared and unconditional Virtual Assets in full and promptly; or
- (c) if we have reasonable grounds for doing so.

26 Notices and communications

26.1 Notices and electronic delivery

- (a) You authorise us to deliver all communications, agreements, documents, notices, disclosures and Confirmations to you by an Agreed Communication Method, through any other electronic means as we deem fit, or via telephone calls.
- (b) It is your responsibility to ensure that the details of your Agreed Communication Method are correct and the Agreed Communication Method is operational and available for receipt of all communications and to notify us of any changes to the details of your Agreed Communication Method as soon as practicable after the change is made.
- (c) In some cases, our communications may only be posted on the Website or App.

26.2 Delivery

- (a) Communications take effect from the time they are received or taken to be received under clause 26.2(b) (whichever happens first) unless a later time is specified in the communication.
- (b) Communications are taken to be received:
 - (i) if sent by email: when we receive an automated message confirming delivery; or 4 hours after the time sent (as recorded on the device from which we sent the email) unless we receive a delivery failure receipt;
 - (ii) if delivered via other electronic means, 24 hours after we send it; and
 - (iii) if posted on the Website or App, at the time of posting.
- (c) Your notices and communications are effective when we actually receive them in legible form. If that occurs after 5:00pm in the place of receipt or on a non- Business Day, the relevant notice or communication is taken to be received at 9.00am in that place on the next Business Day and takes effect from that time unless a later time is specified.

26.3 Notice to us

Notices to us should be sent electronically to our support system at support@bitmarkets.com

26.4 Digital signatures

Instructions and communications digitally signed and supported by a digital certificate have the same validity, admissibility and enforceability as if signed in writing. Any notice or communication that is digitally signed must comply with any Applicable Law.

26.5 Electronic contracts

You acknowledge and agree that you are satisfied that electronically executed contracts are enforceable despite the legal risks associated with them. You agree not to dispute the contents of any notice or communication sent by us using electronic equipment.

26.6 Client constitutes more than one person

If an Account is established for more than one person in accordance with the Agreement, notices and communications (including notices of any variation to the Agreement and any statements (including any consolidated statements)) sent to the email notified to us as the email for receipt of notices and other communications in connection with the Agreement are taken to be given to all persons.

26.7 Recording of communications

Subject to any Applicable Law, you agree that we may, without further disclosure to, or consent from, you:

- (a) record and monitor our correspondence with you or an Authorised Person (and you confirm you are authorised to provide consent on behalf of the Authorised Person);
- (b) use the recorded conversations, transcripts, messages or other records of correspondence for its internal compliance purposes, in any dispute in connection with the Agreement and in any other manner not prohibited by Applicable Law; and
- (c) disclose such conversations, transcripts, messages or other records of correspondence to any applicable regulatory authority, enforcement body or agency, including tax authorities or as otherwise required by Applicable Law.

26.8 Records

- (a) All records shown on or provided in connection with the Accounts or Services are for your information only. These records are not binding on us or any other person.
- (b) Notwithstanding anything to the contrary contained in the Agreement, in any record should there be any inconsistency between:
 - (i) the information (including any document but not any advice) available on or via the Website or App, the internet or other electronic medium; and
 - (ii) the information in our records, the information in our records will prevail unless there is a manifest error.
- (c) We may issue a further record if any previous one contained any errors or omissions, in which case that further record will supersede any previous one in all respects (unless it states otherwise).

26.9 Governing law

- (a) Unless otherwise specified, the Agreement, your use of the Service or Website are governed by the law in force in Marshall Islands.
- (b) To the extent permitted by Applicable Law, the Agreement prevails to the extent that it is inconsistent with Applicable Law. Any present or future law which operates to vary the obligations of the Company in connection with the Agreement with the result that the Company's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Applicable Law.

26.10 Submission to arbitration

- (a) To the extent permitted by law, you agree to waive your rights to a jury trial and to have any dispute arising out of or related to the Agreement, the Exchange and/or the Services resolved in court. Instead, for any dispute or claim that you have against the Company or relating in any way to the Agreement, the Exchange and/or the Services, you agree to first contact the Company and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to us by email at support@bitmarkets.com.

The Notice must:

- (i) include your name, residence address, email address, and telephone number;
- (ii) describe the nature and basis of the claim; and
- (iii) set forth the specific relief sought.

Our notice to you will be similar in form to that described above. If you and the Company cannot reach an agreement to resolve the claim within 30 days after such Notice is received, then either party may submit the dispute to binding arbitration in accordance with clause 26.10(c).

- (b) Unless otherwise specified and without limiting clause 26.10(a), any dispute, controversy, difference or claim arising out of or relating to the Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to the Agreement, the Exchange and/or Services will be referred to and finally resolved by arbitration administered by Marshall Islands courts.
- (c) You and we agree that:
 - (i) the law of this clause is Marshall Islands law;
 - (ii) the seat of arbitration will be Marshall Islands;
 - (iii) unless you and we agree otherwise, the number of arbitrators will be 1 and that arbitrator must have relevant legal and technological expertise;
 - (iv) the arbitration proceedings will be conducted in English

- (d) Any claim from you arising out of or related to the Agreement, the Exchange and/or Services must be filed within one year after such claim arose. Otherwise, the claim is permanently barred, which means that you will not have the right to assert the claim
- (e) Without limiting clause 26.10(a), you agree that any dispute arising out of or related to the Agreement, the Exchange and/or Services:
 - (i) is personal to you and the Company; and
 - (ii) will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.
- (i) Without limiting clause 24.12, if any portion of this clause 26.10 is found to be unenforceable or unlawful for any reason:
 - (ii) the unenforceable or unlawful provision should be severed from these Exchange Terms and Conditions;
 - (iii) severance of the unenforceable or unlawful provision should have no impact whatsoever on the remainder of this clause 24.12 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this clause 24.12; and
 - (iv) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims should be stayed pending the outcome of any individual claims in arbitration.

Further, if any part of this clause 24.12 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this clause 24.12 will be enforceable.

26.11 Serving documents

Without preventing any other method of service, any document in an action may be served on:

- (a) us by being delivered or left at the address details stated on the front page of these Exchange Terms and Conditions; and
- (b) you by being delivered at the address last notified to us.

26.12 Inconsistent laws and severability

To the extent permitted by Applicable Law:

- (a) you waive all rights conferred by Applicable Law which are inconsistent with the Agreement; and
- (b) the Agreement otherwise prevails to the extent it is inconsistent with any Applicable Law.
- (c) However, if and to the extent that an Applicable Law is inconsistent with the Agreement in a way that would otherwise have the effect of making a provision of the Agreement invalid, illegal, void or unenforceable, or contravene a requirement of Applicable Law or impose an obligation or liability which is prohibited by that law, then the Applicable Law overrides the Agreement to the extent of the inconsistency, and the Agreement is to be read as if that provision were varied to the extent necessary to comply with that Applicable Law and avoid that effect (or, if necessary, omitted). In any event, such the invalidity, illegality or unenforceability of such provision should not affect the other provisions of these Terms and all provisions not affected by such invalidity, illegality or unenforceability should remain in full force and effect.

26.13 Entire agreement

The Agreement and its Annexes constitutes the entire agreement between the parties with regard to its subject matter. The Agreement supersedes and invalidates any and all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, whether oral or in writing, express or implied. You acknowledge that in entering into the Agreement, you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in the Agreement.

26.14 Third party rights

The Agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- (a) a Company and any other an indemnified party (as defined in clause 19.1) may enforce its rights or benefits in the Agreement, including any indemnity, limitation or exclusion of liability; and
- (b) a person who is a permitted successor or assignee of our rights or benefits of the Agreement may enforce those rights or benefits.
- (c) No consent from the persons referred to in this clause 24.13 is required for the parties to vary or rescind the Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

26.15 Reports

Any report we obtain is for our use only. Even if we provide a copy of the report to you, you cannot rely on it. You cannot sue us, the valuer or consultant if the report is wrong.

26.16 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, the Agreement or any part of it.

26.17 Supervening legislation

Any present or future legislation which operates to vary the obligations of a party in connection with the Agreement with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by Applicable Law.

26.18 Confidentiality

Each party agrees not to disclose information provided by any other party that is not publicly available except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under the Agreement;
- (b) to officers, employees, legal and other advisers and auditors of any party;
- (c) to any party to the Agreement or any related companies of any party to the Agreement, provided the recipient agrees to act consistently with this clause 24.17;
- (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld);
- (e) publishing relevant Orders and other Instructions on a non-attributed basis on the Exchange;
- (f) any disclosure the disclosing party reasonably believes is required by any Applicable Law or Government Agency; or
- (g) otherwise in accordance with the Agreement.

Each party consents to disclosures made in accordance with this clause 24.18.

26.19 Data protection

- (a) You agree that we or other parties assisting us in the provision of the Exchange and/or Services, may collect, use, process, transfer, disclose to subcontractors or to your service providers or agents and store materials, data, information and content relating to you and/or your business or your Affiliates, shareholders, officers, employee and agents, including Personal Data ("**Data**") for the following purposes:
 - (i) providing the Exchange and/or Services;
 - (ii) internal, administrative, regulatory or compliance purposes and/or to maintain our administrative or client relationship management systems, including the use of IT out-source providers;

- (iii) security, quality and risk management reviews; and
- (iv) in accordance with any legal or regulatory body or a professional body of which we are a member.

You also agree that the Data may be transferred, disclosed, stored, processed and maintained by us electronically on servers, or in hard copy or original format in a number of different jurisdictions. As certain jurisdictions have strict laws around exporting restricted classes of data, you agree to advise us in writing immediately if any Data that may be disclosed to, or accessed by us or a subcontractor in performing the Services is subject to export control restrictions under Applicable Law. You will not provide us with Personal Data unless the Personal Data is required for the performance of the Services.

- (b) Subject to Applicable Law, we reserve the right at any time to satisfy our internal requirement as to your Personal Data (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes.
- (c) In respect of any Personal Data shared with us, you confirm you have the necessary authority for us to use and transfer it in accordance with the Agreement, and that data subjects have been given necessary information regarding its use. You will comply with applicable data protection legislation in relation to any Personal Data shared with us in connection with the Agreement.
- (d) Use of Personal Data is governed by the Privacy Notice.

26.20 Anti-money laundering and sanctions

- (a) Notwithstanding any other provision of the Agreement to the contrary, we are not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any AML/CTF Requirements.
- (b) You must provide to us upon request all information and documents that are within your possession, custody or control reasonably required by us from time to time, and as necessary in order for us to comply with any applicable AML/CTF Requirements.
- (c) You agree that we may disclose any information concerning you to any Government Agency, law enforcement entity, regulatory agency or court (in any jurisdiction) where required by any Applicable Law.
- (d) You agree to exercise your rights and perform your obligations under the Agreement in accordance with all applicable AML/CTF Requirements.
- (e) You agree to provide evidence of due authority and specimen signatures for each Authorised Person.
- (f) You agree that we may take a sufficient time to consider, verify or block an Order, if you or any other person or entity in connection with the Order becomes a sanctioned person or entity, or upon the occurrence of a match on our sanction filters.

26.21 Feedback, queries and complaints

- (a) If you have any feedback, questions or complaints, please contact us via email at support@bitmarkets.com . Whilst we strive to respond to you as soon as possible, for more complicated issues, it may take us up to 45 days or longer to resolve and get back to you. You accept and agree that we shall not be responsible for any loss and damage incurred during such period.
- (b) By submitting feedback or suggestions (“**Feedback**”) to us through the App or other means, you acknowledge and agree that:
 - (i) your Feedback does not contain confidential or proprietary information of you or any third party;
 - (ii) we are not under any obligations of confidentiality with respect to the Feedback;
 - (iii) we may freely use, reproduce, distribute, and otherwise utilise the Feedback for any purpose; and
 - (iv) you are not entitled to any compensation of any kind from us.
 - (v)

26.22 Languages

- (a) The Company’s official language is the English Language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities including the Agreement. Translation or information provided in languages other than English is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

Annex I - Risk disclosure statement

Trading in Virtual Assets and using the Exchange involves risk, some of which are

IMPORTANT

Trading in Virtual Assets and using the Exchange involve risks, some of which are set out below. These risks, and additional risks arising either now or in the future, could result in the loss, failure or destruction of your assets, inability to receive any benefits available to you, other losses and termination of the Exchange. You must consider carefully whether the risks set out below, as well as all other applicable risks, are acceptable to you prior to any Order.

You must seek professional advice regarding your particular situation before trading in Virtual Assets or using the Exchange. You must also check the latest terms applicable as they may change from time to time.

THE RISK OF LOSS IN TRANSACTIONS INVOLVING VIRTUAL ASSETS CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRANSACTIONS ARE SUITABLE FOR YOU IN LIGHT OF YOUR INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, YOUR TOLERANCE TO RISKS AND YOUR INVESTMENT EXPERIENCE. YOU SHOULD BE CAPABLE OF BEARING A FULL LOSS OF THE AMOUNTS INVESTED AS A RESULT OF OR IN CONNECTION WITH ANY ORDER AND ANY ADDITIONAL LOSS OVER AND ABOVE THE INITIAL AMOUNTS INVESTED THAT MAY BECOME DUE AND OWING BY YOU. IN CONSIDERING WHETHER TO TRADE OR INVEST, YOU SHOULD INFORM YOURSELF AND BE AWARE OF THE RISKS GENERALLY, AND IN PARTICULAR SHOULD NOTE THE FOLLOWING SPECIFIC RISK FACTORS WHICH MAY APPLY TO ANY GIVEN ORDER.

1 Transaction and Exchange risks

1.1 Risks of Virtual Asset trading

The prices of Virtual Assets fluctuate, sometimes dramatically. The price of a Virtual Asset may move up or down, and may become valueless.

It is as likely that losses will be incurred rather than profit made as a result of buying and selling Virtual Assets.

1.2 Nature of Virtual Assets

The Virtual Assets are not legal tender. They may not be backed by physical assets, and are not backed or guaranteed by a government. They may not have intrinsic value. Some of the Virtual Assets may not circulate freely or widely, and may not be listed on any secondary markets.

Virtual Assets are generally a high-risk asset class. You should exercise caution in relation to the trading of Virtual Assets, and Virtual Assets themselves.

Transactions involving Virtual Assets are irrevocable. Lost or stolen Virtual Assets may be irretrievable. Once a transaction has been verified and recorded on a blockchain, loss or stolen Virtual Assets generally will not be reversible.

1.3 Reliance on distributed ledger technology

Virtual Assets rely on various types of distributed ledger technology. Some of this technology is open source software that is built upon experimental technology, namely blockchain. Risks arising from this reliance include the existence of technical flaws in the technology, targeting by malicious persons, majority-mining, consensus-based or other mining attacks, changes in the consensus protocol or algorithms, decreased community or miner support, rapid fluctuations in value of relevant Virtual Assets, the existence or development of competing networks, platforms and assets, flaws in the scripting language, disputes between developers, miners and/or users and regulatory action.

1.4 Virtual Assets may be complex products

Virtual Assets may be complex products by virtue that the terms, features and/or risk are not readily understood due to the complex structure, novelty and reliance on technological features.

1.5 Volatility of Virtual Assets

The value of the Virtual Assets may fluctuate significantly over a short period of time. The volatile and unpredictable fluctuations in price may result in significant losses over a short period of time.

Any Virtual Asset may decrease in value or lose all of its value due to various factors including discovery of wrongful conduct, market manipulation, change to the nature or properties of the Virtual Asset, governmental or regulatory activity, legislative changes, suspension or cessation of support for a Virtual Assets or other exchanges or service providers, public opinion, or other factors outside of our control. Technical advancements, as well as broader economic and political factors, may cause the value of Virtual Assets to change significantly over a short period of time.

1.6 Market, liquidity and conversion risk

Where an Order is denominated in particular Virtual Assets other than your primary reference asset, or where you convert Assets following the Execution of an Order, there is a risk that if the exchange markets move against you, then upon maturity or any earlier dealing the net proceeds may be significantly less than the initial amount in your primary reference asset, and any income or gains may be entirely negated.

The value of a particular Virtual Asset may decline, or be completely and permanent lost, should the market for that Virtual Asset disappear. There is no assurance that a market for a particular Virtual Asset will continue to do so in the future. This is because the value of an Asset may be derived, among other things, from the continued willingness of market participants to exchange that Virtual Asset.

There is the possibility for you to experience losses due to the inability to sell or convert assets into a preferred alternative asset immediately or in instances where conversion is possible but at a loss. Such liquidity risk in an asset may be caused by the absence of buyers, limited buy/sell activity or underdeveloped secondary markets.

There is no assurance that a person who accepts a Virtual Asset as payment, will continue to do in the future.

You may also suffer loss as a result of depreciation of the value of the Virtual Asset paid as a result of controls imposed by a Government Agency.

Repayment or payment of amounts due to you may be delayed or prevented by exchange controls or other actions imposed by governmental or regulatory bodies over Virtual Asset that they control or regulate.

1.7 Not a deposit

Without limiting clause 4.2(d), any Eligible Virtual Assets held by us are not held as “deposits”, nor are they intended to be held as any other regulated product or service under Applicable Law.

1.8 Not a trust arrangement

Subject to Applicable law, we do not hold On-Exchange Assets on trust or under any similar arrangement for you. This has a variety of implications, some of which are described in clause 5.2. In a worst case, you may lose all of your On-Exchange Assets if we suffer a major loss due to a hacking incident or become unable to fulfil our obligations for any reason. Our

contractual obligations are not secured by any collateral granted by us in your favour.

1.9 Risks associated with statutory protection schemes

You should be aware that in comparison to other assets, including Fiat Currencies and trading:

- (a) any Order in respect of Virtual Assets may not be subject to a right to claim under any investor compensation fund established by any Government Agency; and
- (b) any Virtual Assets held in an Account may not be protected deposits, and may not be protected by any deposit protection scheme in any jurisdiction.

This means that Virtual Assets may have a reduced level or type of protection compared to Fiat Currencies, as well as other products and asset classes.

1.10 Commissions and fees

- (a) Before conducting any Order, you should obtain details of all commissions, fees and Costs for which you will be liable.
- (b) If any of the fees and Costs are not clear to you, you should request the fee and Costs that will be applicable in specific monetary terms before entering into an Order.

1.11 Risks of assets subject to other overseas laws

Virtual Assets received or held by us may be subject to other applicable laws and regulations of the relevant overseas jurisdictions.

1.12 Risks relating to Authorised Persons

There are substantial risks in allowing another person to trade or operate your Account or any other account you have with us, and it is possible that Instructions could be given by persons who are not properly authorised. You accept all of the risks of such an operation and irrevocably release us from all liabilities arising out of or in connection with such Instructions.

1.13 Suspension of the Exchange and Network Events

It may be difficult or impossible to liquidate a position in the Virtual Assets under certain circumstances. Certain Network Events may occur rapidly and affect the ability to conduct transactions on the Exchange. Information relating to these Network Events may be difficult to ascertain ahead of time and may be subject to limited oversight by any third-party who is capable of intervening to stabilise the network.

2 Cybersecurity and technology-related risks

2.1 Loss of private key is permanent and irreversible

You alone are responsible for securing your private key in respect of any address in your control.

Losing control of your private key will permanently and irreversibly deny you access to your Virtual Assets. Neither we nor any other person will be able to retrieve or protect your Virtual Asset. Once lost, you will not be able to transfer your Virtual Asset to any other address or wallet. You will not be able to realise any value or utility that the Virtual Asset may hold now or in future.

2.2 Transactions irreversible

The nature of Virtual Asset transfers is that they are irreversible. This means accidental or fraudulent transactions in respect of Virtual Assets may not be recoverable.

2.3 Forks and attacks

Virtual Assets may be subject to Forks or attacks on the security, integrity or operation of the networks, including Network Events. Such events may affect the features, functions, operation, use or other properties of any Virtual Asset, network or platform. Please ensure that you read and understand the following:

- (a) The events may also severely impact the price or value of any Virtual Assets, or even result in the shutdown of the network or platform associated with the Virtual Asset. Such events are beyond the control of the Company, or to the extent the Company has any ability to impact such event, the Company's decision or actions may not be in your interests.
- (b) If a Fork occurs, it will result in the creation of a new Digital Asset (the "New Forked Asset") related to an existing Digital Asset (the "Prior Asset"). You further understand, acknowledge and agree that each Fork may materially affect the value, function, and/or name, of the Prior Asset that we hold in your Account and/or Wallet, and that the New Forked Asset may have minimal or no value.
- (c) In the event of a Fork, the Company may temporarily suspend any access to the Exchange and/or Services (with or without advance notice to you) and we may determine, in our sole discretion, whether or not to support the Forked Network(s). In the event that the Company decides not to support any such Forked Network ("Unsupported Forked Network"), the Virtual Assets offered by such Unsupported Forked Networks will not be made available to you. Notwithstanding the foregoing, we may, in our sole discretion obtain and retain the Virtual Assets offered by such Unsupported Forked Network as property belonging solely to the Company.

- (d) You understand, acknowledge and agree that you have no right, claim or privilege in, or with respect to, any New Forked Asset. If we do not support a New Forked Asset, you may not be able to withdraw the New Forked Asset promptly or at all; you may not be able to trade the New Forked Asset on the Exchange or otherwise on through our Services; and you may lose any value associated with such New Forked Asset.
- (e) If we determine not to support a New Forked Asset, we may, in our sole discretion:
 - i. obtain and retain the New Forked Asset as property belonging to us; or
 - ii. make the New Forked Asset available to you on a one-time basis, based on your holding of the Prior Asset at the time of the Fork, subject to the withholding and retention by us of an amount reasonably calculated to fairly compensate us for the cost of making such New Forked Asset available and subject to our withdrawal procedures.
- (f) We will notify you only if we elect to permit a one-time withdrawal pursuant to 2.3(e)(ii) above.
- (g) You acknowledge the risks presented by Forks and hereby accept that we have no responsibility for any losses or damage arising as a result of an Unsupported Forked Network.
- (h) WE HAVE NO CONTROL OVER, NOR DO WE HAVE THE ABILITY TO INFLUENCE, THE CREATION OR IMPLEMENTATION OF A FORK OR OF THE NEW FORKED ASSET. WE CAN PROVIDE NO ASSURANCES ABOUT THE SECURITY, FUNCTIONALITY OR SUPPLY OF ANY VIRTUAL ASSET, INCLUDING BOTH THE NEW FORKED ASSET AND THE PRIOR ASSET YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ASSUME NO LIABILITY RELATING TO ANY CHANGE IN THE VALUE OF ANY VIRTUAL ASSET (WHETHER OR NOT RESULTING FROM A FORK). YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT A FORK COULD CONSTITUTE A NETWORK EVENT AND/OR A FORCE MAJEURE EVENT BEYOND OUR REASONABLE CONTROL, WHICH COULD AFFECT THE VALUE OF YOUR VIRTUAL ASSETS, AND THAT THE COMPANY DOES NOT ASSUME ANY LIABILITY FOR LOSSES RESULTING FROM SUCH EVENTS.

2.4 Cyber-attacks and fraudulent activity

The technologic reliance of the Exchange on the Internet exposes you to an increased risk of fraud or cyber-attack. Virtual Assets, an Account, a Wallet, a service, an Agreed Communication Method or a Trading Tool may be targeted by malicious persons who may attempt to steal Virtual Assets, or otherwise intervene in the Order or any of the Exchange.

This includes (but is not limited to) interventions by way of:

- (a) distributed denial of service;
- (b) sybil attacks;
- (c) phishing;

- (d) social engineering;
- (e) hacking;
- (f) smurfing;
- (g) malware;
- (h) double spending;
- (i) majority-mining, consensus-based or other mining attacks;
- (j) misinformation campaigns;
- (k) Forks; and
- (l) spoofing.

Virtual Assets, Accounts, Wallets, Agreed Communication Methods, Trading Tools or the Exchange may also be vulnerable to exploitation of vulnerabilities in smart contracts and other code, as well as to human error. A limited amount of your Virtual Assets may be stored in hot wallets (ie online environments which provide an interface with the internet), which can be prone to hacking or cyber-attacks. Cyber-attacks resulting in the hacking of virtual asset trading platforms and thefts of virtual assets are common. Victims may have difficulty recovering losses from hackers or trading platforms. This could result in significant loss and/or other impacts that may materially affect your interests.

The above events may affect the features, functions, operation, use, access or other properties of the Virtual Assets, your Account, your Wallet, an Agreed Communication Method or the Exchange.

2.5 Targeting by malicious persons

Malicious entities may target you in an attempt to steal any asset that you may hold, or to claim any asset that you may have purchased. This may involve unauthorised access to your Account, your private keys, your addresses, your passwords, your email or social media accounts, your log-in details or access method for the Account, as well as unauthorised access to your computer, smartphone and any other devices that you may use.

You alone are responsible for protecting yourself against such actions.

2.6 Cryptographic advancements

Developments in cryptographic technologies and techniques, including (but not limited to) the advancement of artificial intelligence and/or quantum computing, pose security risks to all cryptography-based systems including the Virtual Assets, the Account, the Wallet, Agreed Communication Methods or the Exchange.

Applying these technologies and techniques to the Virtual Assets, an Account, a Wallet, Agreed Communication Method or the Exchange may result in theft, loss, disappearance, destruction, devaluation or other compromises of the Virtual Assets, an Account, a Wallet, Agreed Communications Methods, the Exchange or your data (as applicable).

2.7 Reliance on the internet and other technologies

Virtual Assets and the Exchange rely heavily on the internet and other technologies (including the Agreed Communication Methods). However, the public nature of the internet means that either parts of the internet or the entire internet may be unreliable or unavailable at any given time. Further, interruption, delay, corruption or loss of data, the loss of confidentiality in the transmission of data, or the transmission of malware may occur when transmitting data via the internet and/or other technologies. The result of the above may be that your Order is not executed according to your instructions, at the desired time, or not at all.

No authentication, verification or computer security technology is completely secure or safe.

The internet or other electronic media (including without limitation electronic devices, services of third-party telecom service providers such as mobile phones or other handheld trading devices or interactive voice response systems) are an inherently unreliable form of communication, and such unreliability may be beyond the Company's control.

Any information (including any document) transmitted, or communication or transactions made, over the internet or through other electronic media (including electronic devices, services of third party telecommunication service providers such as mobile phones or other handheld trading devices or interactive voice response systems) may be subject to interruption, transmission blackout, delayed transmission due to data volume, internet traffic, market volatility or incorrect data transmission (including incorrect price quotation) or stoppage of price data feed due to the public nature of the internet or other electronic media.

2.8 Risks relating to timing

An Order is binding upon completion of the steps described in these Exchange Terms and Conditions. Following this, the Order will not be reversed unless otherwise provided in this Agreement. There is a risk that the final binding Order does not occur at the same time as Instructions are provided.

You may suffer loss due to the fact that an Order is not carried out at the desired time. In particular, contingent orders, such as "stop-loss" or "stop-limit" orders, may not limit your losses to the intended amounts, since market conditions may make it impossible to execute such Orders.

2.9 Unauthorised access

Unauthorised third parties may access your Account and submit Orders without your knowledge or authorisation, whether by obtaining control over another device or account used by you, or by other methods.

2.10 Exchange materials may not be up to date

The Company is not obliged to provide any adaptations, enhancements and/or modifications to the Exchange Materials. This means, for example in relation to the App, that you may have an out of date version of the App, and new features may not be incorporated to the version of the App you use. It is your responsibility to ensure you update and download applicable updates and versions.

2.11 Use of Jailbroken devices

The use of the App on a Jailbroken device may compromise security and lead to fraudulent transaction as well as an Event of Default. You may suffer loss as well as a termination of this Agreement.

3 General risk statements

3.1 Jurisdiction-related risks

Residents, Tax residents or persons having a relevant connection with jurisdictions other than Available Jurisdictions are prohibited from using the Exchange and from submitting Orders. Changes in your place of domicile or Applicable Law may result in you violating any legal or regulatory requirements of your applicable jurisdiction.

You are responsible for ensuring that any Order is, and remains lawful despite changes to Applicable Law, your residence and circumstances.

3.2 Product-related risks

The Company and our Group Members may have issued certain Virtual Assets, whereas other Virtual Assets are issued by third parties.

In any event, you must read the applicable product terms, product information and risk disclosures carefully before entering into an Order.

No product term or product information has been subject to regulatory approval, unless expressly stated otherwise. You should exercise caution in respect of any such offer.

For any Virtual Asset products that have been authorised by a regulator, authorisation does not imply any official recommendation or endorsement of the product by the regulator, nor does it guarantee the commercial merits of a product or its performance. You should seek independent professional advice before making any investment decision.

3.3 Tax treatment and accounting

Some Virtual Assets and Orders may be subject to the tax laws and regulations in an applicable jurisdiction. The tax treatment and accounting of Virtual Assets (and any ancillary benefits) is a largely untested area of law and practice that is subject to changes. Tax treatment of Virtual Assets may vary amongst jurisdictions. We may receive queries, notices, requests or summons from tax authorities and as a result may be required to furnish certain information about the Order.

Among the accounting profession, there are no agreed standards and practices for how an auditor can perform assurance procedures to obtain sufficient audit evidence for the existence and ownership of the Virtual Assets, and ascertain the reasonableness of the valuations.

If you are unsure about the tax implications of your Orders, you should seek independent professional advice before carrying out an Order.

3.4 Inflation Risk

Virtual Assets may, either because of the inherent design of the Virtual Asset or through Network Events, not be a fixed supply of assets. Where additional Virtual Assets are created, the asset's

price may decline due to inflationary effects of adding additional Virtual Assets to the total assets available.

3.5 Concentration risk

At any point in time, one or more persons may directly or indirectly control significant portions of the total supply of any particular Virtual Asset. Acting individually or in concert, these holders may have significant influence, and may be able to influence or cause Network Events which may have a detrimental effect on price, value or functionality of the Virtual Assets. Network Participants may make decisions that are not in your best interest as a holder of Virtual Assets.

3.6 Country risks

If a transaction is made in any Virtual Asset issued by a party subject to foreign laws or transactions made on markets in other jurisdictions, including markets formally linked to a domestic market, recovery of the sums invested and any profits or gains may be reduced, delayed or prevented by exchange controls, debt moratorium or other actions imposed by the government or other official bodies. Before you submit an Order, you should satisfy yourself about any rules or laws relevant to that particular Order.

Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should obtain independent advice about the different types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade. If your country of residence imposes restrictions on Virtual Assets, we may be required to discontinue your access to the Account, and may not be permitted to transfer Virtual Assets back to you or permit you to transfer Virtual Assets from the Account to yourself or others, until such time as the regulatory environment permits us to do so.

3.7 Regulatory uncertainty

All Virtual Asset are potentially exposed to legal and regulatory risks. The legal and regulatory treatment of some of the Virtual Assets may change. Regulation of Virtual Assets is unsettled and rapidly changing. Legal and regulatory treatment varies according to the jurisdiction. The effect of regulatory and legal risk is that any Virtual Asset may decrease in value or lose all of its value due to legal or regulatory change. This may affect the value or potential profit of a Virtual Asset Order.

We may cancel or modify your Order, restrict or suspend your use of the Exchange or your Account to comply with Applicable Law or for other reasons as specified in the Agreement.

We recommend you obtain independent legal, tax and financial advice and that you continue to monitor the legal and regulatory position in respect of the Virtual Assets and your Orders.

3.8 Conflicts of interest

We or other virtual asset trading platform operators may be acting as agents as well as prin-

cipals for you. We or other service providers may facilitate the initial distribution of Virtual Assets (such as, initial coin offerings), facilitate secondary market trading, or both, as in a traditional exchange, alternative trading system or securities broker. If these operations are not under the purview of any regulator, it would be difficult to detect, monitor and manage conflicts of interest.

3.9 Authorised Persons

Providing access to your Account to any other person involves risk. You must take all necessary steps to assure yourself that any Authorised Person is appropriate. You must also adopt such controls as you see fit to monitor the activities of such persons in relation to your Account to ensure they remain appropriate to act in that capacity.

Annex II – Addendum Margin Trading Terms and Conditions (“Terms and Conditions”)

1 Introduction

1.1 About this Addendum to Trading Terms and Conditions (“Addendum”)

- (a) This Addendum sets out the terms and conditions that apply to Margin Trading of Derivatives Products (“Products”) offered on the Exchange.
- (b) The Exchange Terms and Conditions apply to this Addendum.
- (c) **There are additional specific risks that that apply to trading in Products. They are described in clause 5 of this document. Please ensure you read and understand the specific risks described in clause 5. You must consider these risks carefully, as well as all other applicable risks, and decide if the risks are acceptable to you.**
- (d) **You must seek professional advice regarding your situation before conducting any Products trading.**
- (e) **MOST IMPORTANTLY, THERE ARE SPECIFIC PRODUCT ASSOCIATED RISKS THAT APPLY. IT IS IMPORTANT TO UNDERSTAND THE SPECIFIC FEATURES AND RISKS ASSOCIATED WITH EACH PRODUCT YOU TRADE OR PROPOSED TO TRADE. DERIVATIVES AND MARGIN TRADING OF DERIVATIVES PRODUCTS (“MARGIN TRADING”) ARE COMPLEX. THE RISK OF LOSS IN CONNECTION WITH TRADING DERIVATIVES PRODUCTS CAN BE SUBSTANTIAL. YOU MAY LOSE ALL OR MORE THAN THE ASSETS YOU PROVIDE. YOU MAY BE CALLED UPON AT SHORT NOTICE TO MAKE ADDITIONAL SUPPORTED ASSET CONTRIBUTIONS. IF YOU DO NOT MAKE SUCH CONTRIBUTIONS WITHIN THE PRESCRIBED TIME, YOUR SUPPORTED ASSETS MAY BE LOST WITHOUT FURTHER NOTICE TO YOU. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH ARRANGEMENTS ARE SUITABLE FOR YOU. YOU SHOULD BE CAPABLE OF BEARING A FULL LOSS OF THE AMOUNTS INVESTED AS A RESULT OF OR IN CONNECTION WITH ANY ORDER AND ANY ADDITIONAL LOSS OVER AND ABOVE THE INITIAL AMOUNTS INVESTED THAT MAY BECOME.**
- (f) It is your responsibility to ensure you read and understood all relevant particulars associated with Margin Trading applicable to the specific Products you choose to trade.
- (g) The Addendum may be amended or varied by us from time to time through an Agreed Communication Method. Please ensure you always read the latest version.

1.2 Additional definitions

In this Addendum, the following terms have the following meanings, unless the contrary intention appears. Other terms have the meaning given to them in the Exchange Terms and Conditions.

Addendum means this “Addendum – Margin Trading Terms and Conditions of Derivative Products”.

Amount Owing means the total of all amounts that at any time are payable, are owing but not payable, or are contingently owing, by you in connection with the Service.

Applicable Fees means any fees relating to the Service, including the Liquidation Fee, as set out on the Website.

Collateral means the amount of immediately available Supported Assets maintained or required to be maintained with us by you in the Margin Wallet in relation to the Service.

Collateral Requirement means any requirement for you to provide Collateral in accordance with clause 2.4.

Confirmation means a written confirmation of the particulars of the Service.

Derivatives Product (“Product”) means the contract entered into between two users of the Exchange:

- (a) on the terms described in this Addendum;
- (b) made available by the Company to be traded on the Exchange in connection with the Service.

Encumbrance means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Exchange Terms and Conditions means the document described as such and published by the Company.

Forced Liquidation means the events described in clause 2.7.

Initial Margin means the threshold amount for a specific Product, calculated by the Company used to determine whether the events described in clause 2.6 are to occur.

Maintenance Margin means the threshold amount for a specific Product, calculated by the Company used to determine whether there is a Forced Liquidation.

Margin Balance means Collateral Balance + Unrealized PnL.

Margin Wallet means one or more virtual asset wallets designated for the purpose of holding Collateral for the purpose of the Service under this Addendum.

Maximum Order Quantity means the maximum amount that the Company permits per Order under the Service.

Position Size Limit means the position limit that the Company is prepared to make available to you under the Service, with reference to the amount of Collateral provided and other factors it deems relevant and appropriate in its sole discretion.

Product Specifications means the product specifications that apply to specific Products, as described in on the Website.

Security means any Encumbrance granted in favour of the Company to secure your obligations under the Service and the Agreement including any Collateral.

Service means the trading service which the Company may at its sole discretion make available to you under the Agreement under which you may acquire or dispose of Products on the Exchange.

Session End Time means the time as to when a payment is made under a specific Product.

Session Payment means the amount payable at the Session End Time.

Socialised Loss Mechanism means the arrangements to redistribute Amounts Owing to counterparties to Products which are the subject of a Forced Liquidation.

Supported Assets means the Virtual Assets that may be deposited as Collateral.

1.3 Priority

Subject to the application of any mandatory provisions of any Applicable Law, if there is any inconsistency between:

- (a) this Addendum, the Exchange Terms and Conditions and any specific terms applicable to a particular service that forms part of the Agreement, such as the Service, or to a particular jurisdiction, the specific terms prevail;
- (b) this Addendum prevails; or
- (c) a Confirmation and any terms of the Agreement, the Confirmation prevails in respect of the Service.

2 Service

- (a) The BITmarkets Margin Trading of Derivative Products Services are provided to you by Unicorn Technologies Ltd., a company incorporated under the laws of the Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, MH96960, Majuro, Marshall Islands and/or the relevant Affiliate(s) providing services in your area for the particular service or services you access. Annex II supersedes and overrides all prior terms and conditions and agreements pertaining to your use of the BITmarkets; provided, however, that these Terms do not change the identity of the BITmarkets entity or entities that provide(s) services to you.
- (b) Entering into transactions that require Collateral is not suitable for many customers. The risk of Loss is significant. You may lose all of the assets you provided to establish or maintain a position. You are also liable for any resulting deficit after the liquidation of any Collateral. If you are in doubt about entering into transactions involving Collateral or otherwise using Service, obtain independent advice.

2.1 Discretionary Service

- (a) The Company may make the Service available to you:
 - (i) in accordance with the Agreement; and
 - (ii) at our discretion, and only if:
 - (A) we have approved your Application and granted you an Account;
 - (B) we have obtained any other information about you that we consider necessary;
 - (C) you agree to pay any Applicable Fees payable under the Service;

- (D) we are satisfied that making the Service available to you will not result in you exceeding any trading or position limits or controls we may impose; and
 - (E) the Service and specific Products are available in your jurisdiction as specified by us from time to time; and
- (b) The Service must be used in compliance with all Applicable Law. Transactions under the Service are subject to the requirements of Applicable Law including any rules relating to trading and settlement and the Company will manage your Account in accordance with all Applicable Law.
 - (c) Transactions under the Service will be recorded in your Margin Wallet.
 - (d) You can only transfer Supported Assets to the Margin Wallet from your Spot Wallet.

2.2 Position Limit and Maximum Order Quantity

- (a) The Company may provide you with a Position Limit which will determine the size of the position you may open in respect of a specific Product.
- (b) You acknowledge and agree that any Service made available to you is subject to, and must not exceed the:
 - (i) Position Limit; and
 - (ii) the Maximum Order Quantity.
- (c) You may not enter into transactions under the Service in excess of the Position Limit.

2.3 Applicable Fees

- (a) You agree to pay the Applicable Fees for the Service, in addition to any other amounts payable under the Agreement.
- (b) Applicable Fees are deducted from the Margin Wallet. Applicable Fees may be withdrawn from the Spot Wallet if there are insufficient Supported Assets held in the Margin Wallet.

2.4 Entering into Product transactions requires Collateral

- (a) You may enter into, and exit from, Products subject to the terms of the Agreement.
- (b) Notwithstanding any other term of the Agreement, the Company will, require the full receipt of the Collateral before you open a position in respect of a Product. The Company in its sole discretion, will determine in respect of each Product:
 - (i) the maintenance with us of such form and level of Collateral, as well as the methodology used

- to calculate the Collateral and any applicable haircut described in the FAQs;
- (ii) the Position Limit;
 - (iii) the Maximum Order Quantity;
 - (iv) the Margin Balance;
 - (v) the Initial Margin, Maintenance Margin and prescribed thresholds described in the FAQs to determine further action under clause 2.6, including a Forced Liquidation; and
 - (vi) such other conditions that the Company may specify in the relevant Confirmation.
- (c) In completing transactions pursuant to the Service, you agree to comply with the following terms:
- (i) The Position Limit must not be exceeded.
 - (ii) As security for your obligations, you will maintain at all times Collateral in the form and amount the Company requires. This includes additional Collateral to meet the Collateral Requirement for all Supported Assets.
 - (iii) The Collateral that the Company may ask for may include one or more types of Supported Assets.
 - (iv) Without limitation to clause 2.4(b), the Company may change the Collateral Requirement associated with a particular Product, any applicable prescribed thresholds including the Initial Margin or Maintenance Margin, and the form and haircut (if any) applicable to, any Collateral at any time. You acknowledge that:
 - (A) a change in Collateral Requirements for an existing position may result in the events described in clause 2.6 because of the effect this may have on your Initial Margin;
 - (B) a change to Initial Margin and Maintenance Margin may result in in the events described in clause 2.6 and/or Forced Liquidation; and
 - (C) the Company may, in certain market conditions, effect an immediate change in Collateral Requirements or other aspects of the Service and you waive any right to object on the grounds that any such change is unreasonable.

2.5 Payments

- (a) Payments are made automatically between parties to the Products at every applicable Session End Time and in circumstances described in the FAQs, while there is an open position in respect of a Product.
- (b) Payments under the Service are made either from or to your Margin Wallet. You agree that this may be done without notice.
- (c) Any payments under the Service are made in the Supported Assets do not involve any fiat currency.
- (d) Full and final settlement of the Product is made at the time specified in the Product Specifications for maturity of the Product. For certain Products, there is no maturity date. Please see the Product Specifications for details regarding the specific Product.

2.6 Margin related notifications

- (a) If, at any time (in our sole discretion):
 - (i) we assess that your Margin Balance drops below the Initial Margin; or
 - (ii) we consider, acting reasonably, that such action is required for the purpose of protecting the Company against risk of loss on present, future or contemplated transactions, then the Company will take reasonable steps to notify you in accordance with this clause 2.6.
- (b) You will be notified in writing by an Agreed Communication Method each and every time your Margin Balance falls below the Initial Margin.
- (c) It is your responsibility to monitor your position Margin Balance drops below the Initial Margin. You acknowledge that any failure to notify you, or non-receipt of a notification under this clause 2.6, does not prejudice any of the Company's rights under the Agreement.
- (d) Without prejudice to the generality of clause 2.6(b), you understand and agree that the Company is under no obligation to contact you via telephone at any of the telephone numbers stated in the Application (or any other telephone numbers you may notify the Company in writing from time to time) for the purpose of any notification under this clause 2.6.
- (e) Any notification under this clause 2.6 must be addressed by taking one or more of the following actions within such time frame as the Company specifies by:
 - (i) repaying some or all of the Amount Owing, as specified by the Company;
 - (ii) providing the Company with additional Collateral and/or Security in a form acceptable to the Company;
 - (iii) arranging to sell, dispose of or redeem in any manner and method some or all of the assets forming part of the Collateral and/or Security (with the proceeds being used to reduce the Amount Owing);
 - (iv) applying any Supporting Asset balances in any Account to discharge the Amount Owing;
 - (v) reducing and/or closing-out some or all of your open Orders and/or positions; and
 - (vi) taking any other steps the Company considers necessary, so that the Margin Score is no longer below the prescribed Margin Call threshold. The Company must agree to any action under this clause before you take it.
- (f) Failure to satisfactorily respond to a notification under this clause 2.6 may result in the Company, in its sole discretion, designating such event as an Event of Default.
- (g) You should ensure that you are in a position to receive any notifications from the Company under this clause 2.6 and to act promptly and within the time limits the Company specifies.
- (h) Without limiting our other rights or obligations under the Agreement and subject to Applicable Law, we may prevent any withdrawal from the Margin Wallet or entering into any new positions until you repay and/or claw-back any negative balance if there is an extreme market condition. Such action may be

taken without any notification to you. An extreme market condition is as determined by the Company in its sole discretion.

- (i) You agree:
 - (i) to manage your Margin Balance. This includes tracking market movements in order to avoid your Margin Balance dropping below the Initial Margin; and
 - (ii) if at any time your Margin Balance drops below the Initial Margin and either the Company does not provide notice or does not require action to be taken under clause 2.6(e):
 - (A) it is not a waiver of the Company's rights, nor is it a waiver of the Company's right to exercise these rights at any time in the future; and
 - (B) The Company is not obliged to take any action to stop or limit your Loss by exercising the Company's rights under the Agreement (for example, the Company may refuse to approve any of the actions described in clause 2.6(e)).

2.7 Forced Liquidation

- (a) Where a notification under clause 2.6 is not addressed in accordance with clause 2.6(e), and/or the Margin Balance falls below the Maintenance Margin, the Company has the right to choose, in its absolute discretion, to:
 - (i) take such actions to restore the Margin Balance to a level acceptable to the Company and above the Initial Margin, including reducing and/or closing-out some or all of your open Orders and/or positions, and/or arranging to sell, dispose of or redeem in any manner and method some or all of the property secured in the Company's favour by any Security or otherwise forming part of the Collateral (with the proceeds being used to reduce the Amount Owing or being deposited to the credit of the Margin Wallet). The Company can apply partial liquidation to your position until the Margin Balance is above or satisfies prescribed thresholds in the FAQs.

Without limitation to the Company's rights, it will generally close positions for Products that fall below the Maintenance Margin before closing other position that remain above thresholds for Margin Calls or Forced Liquidation;
 - (ii) terminate:
 - (A) open Orders and/or positions;
 - (B) the Service; and/or
 - (C) the Agreement; and
 - (iii) take such other steps as the Company considers necessary.
- (b) Where the Company sells all or part of the Collateral or any other property provided as security, the Company can do so without recourse or liability to you or any other party and the Company can choose, in its discretion, which parts to sell. To the extent that the Company sells the Collateral and/or Security, any amounts left over after the Amount Owing is repaid will be refunded to you.
- (c) You acknowledge and agree that the Company may not issue you a notice when it exercises its rights to terminate the Agreement and/or the Service under this clause 2.7.

- (d) On or as soon as reasonably practicable after termination of the Service under this clause 2.7, the Company will send you a notice specifying any amount payable in accordance with clause 4.1(b).
- (e) You must repay all of the Amount Owing within the applicable time period specified in the notice given to you in accordance with clause 2.7(d).
- (f) Clauses 2.7(b) to (e) also apply to actions taken by the Company in accordance with its other liquidation powers under the Addendum, including under clause 2.8.
- (g) The Liquidation Fee is payable by you to the Company if a Forced Liquidation occurs. The Liquidation Fee is deducted from the Margin Wallet.

2.8 Inadequate Collateral

- (a) If the Collateral in the Margin Wallet does not, in the Company's opinion, satisfy the Collateral Requirement for any reason, the Company may take such action as it considers necessary, including:
 - (i) realising part or all of the Collateral to satisfy your obligations, without notice to or consent from you;
 - (ii) requiring you to transfer, within such time as the Company thinks fit, additional Collateral acceptable to the Company to meet the Collateral Requirement; and
 - (iii) exercising the Company's right of netting and set-off under the Agreement and combining all amounts in the Margin Wallet against your obligations.
- (b) This clause applies in addition to the Company's rights described in clause 2.6.

2.9 No Encumbrance or other dealings

You agree not to:

- (a) create any Encumbrance or allow one to exist on the whole or any part of the Collateral; or

- (b) attempt to dispose of (or agree to dispose of) or otherwise deal with any of the Collateral, without the Company's prior written consent.

2.10 The Company's rights in relation to the Collateral

- (a) You agree that the Company may deal with the Collateral and/or Security in accordance with any applicable authority given by you in connection with the Agreement.
- (b) In dealing with the Collateral and/or Security under this clause 2.10 the Company will comply with the requirements and limits applicable under Applicable Law and the Agreement.
- (c) Even if (despite any other term of the Agreement) the Company is appointed as a custodian or agent of custodian or otherwise acts in any other fiduciary capacity for all or part of the Collateral and/or Security, the Company may upon the enforcement of its rights, sell, dispose of, realise, convert into any other currency or otherwise deal with the Collateral and/or Security as your agent or as mortgagee or pledgee, as the Company may at its discretion deem fit, without incurring any liability whatsoever or howsoever in respect of such fiduciary capacity.
- (d) The Company may in its absolute discretion agree to treat any Collateral and/or Security provided by you as meeting the Collateral Requirement for more than one Virtual Asset at any time.
- (e) Any Security continues until the Company has released it in writing.
- (f) You acknowledge that the Company may not provide and/or be able to account separately for any interest, distributions or other benefits arising in respect of amounts held in the Margin Wallet and you waive and relinquish in favour of the Company all claims for such interest, distributions or other benefits that may otherwise accrue with respect to any Supported Asset placed with the Company as Collateral and/or Security.
- (g) You by way of security irrevocably appoint the Company and any other person the Company nominates as your attorney to sign documents and take other action that the Company considers necessary to perfect and enforce any Security (including dealing with any of the assets which are the subject of the Security) and to exercise any of the rights conferred on the Company in relation to any Security or under the Agreement or applicable statutory provisions of common law. You agree to ratify anything the Company or any other person that the Company nominates does under this clause 2.10.

3 Termination

3.1 Closing your position

You may close your position and exit any Product at any time by following the steps described in the FAQs and paying any Applicable Fees. In such case the amount payable by or to you is the Session Payment and any other applicable amount under specific Product terms.

3.2 Termination by the Company

- (a) In addition to its other rights, the Company may, in its sole discretion:
 - (i) remove any Product or Supported Asset from the Exchange from time to time by providing notice through the Website. In such case any and all open positions you may have at the date

and time the Product or Supported Asset ceases to be made available as part of the Service, will be closed by the Company, without any liability or Loss to the Company; and

- (ii) close out any and all positions the Company considers, acting reasonably, as is required for the purpose of protecting itself against risk of loss on present, future or contemplated transactions.
- (b) In cases where the Company seeks to exercise its rights under clause 3.2(a), the notice must state the date and time the Product(s) or Supported Asset(s) will cease to be made available or closed-out, as applicable, as part of the Service.
- (c) You agree that you will not hold the Company liable for any Loss arising from action taken under clause 3.2(b).
- (d) The notice period for notification under this clause 3.2 is as stated in the FAQs.

4 Miscellaneous

4.1 Calculations

Clause 8 of the Exchange Terms and Conditions applies with respect to the calculation of Amounts Owing pursuant to the Service. Further, the following applies specifically with respect to the calculation agent for the Service:

- (a) We are the calculation agent for the Service. All calculations are carried out in our sole discretion, unless otherwise specified.
- (b) The calculation agent is, responsible for calculating the fees and any amounts, periods and dates (including changes to any of them).

4.2 Conversions

All conversions between Supported Assets to satisfy any obligation under this Addendum will be done on a spot basis at the prevailing market rate unless otherwise stated.

5 Risk disclosure statement

5.1 General risks

In addition to any other risks disclosed by us that are relevant to your use of the Exchange and the Services, the following risks apply.

This Service relates to trading of derivative products on margin. The Service involves derivative transactions that provide exposure to an underlying asset. Products, with or without leverage, are complex in nature. It is therefore important that you understand the risks associated with entering into Products and using the Service.

Price may be volatile. The price of the Supported Assets may be influenced by many market factors. This may cause the price to fluctuate upwards or downwards. For this reason, derivative instruments such as Products can be speculative and highly volatile. It is important that you understand the nature of these products and these risks before making a decision to use the Service.

Trust in the underlying virtual assets. The underlying virtual assets to the Products only exist virtually and there is no physical equivalent. Establishing a value for the underlying virtual assets is or may become difficult as the value depends on the expectation and trust that the underlying has a future use. Among others, persistent high volatility, changes and advances in technology, fraud, theft and cyber-attacks and regulatory changes may prevent the establishment of the underlying for future use and potentially rendering the underlying worthless.

No access or rights to underlying virtual assets. When you enter into a transaction of purchasing Product it is not the same as buying the underlying virtual asset. You do not have direct access or any rights to the underlying virtual assets that compose the Product or the private keys that grants access to such underlying virtual assets. Further, there is no principal protection.

Collateral is required and may need top-up. We require that you provide Collateral to support your obligations under the Service. In particular, you could be asked, at short notice, to provide additional Collateral if the market moves unfavourably during the term of a particular transaction or if we change the Collateral Requirements at our discretion at any time. Such additional Collateral may be substantial in poor market conditions and in other circumstances.

Collateral is at risk. The risk of loss in financing a transaction by providing Collateral is significant. You may sustain losses in excess of the Collateral held with us. Market conditions may make it impossible to execute contingent orders. You may also sustain a total loss of the initial and any additional Collateral that you held with us to establish a position or maintain positions. If the required Collateral additions or Amount Owing reductions are not made within the prescribed time, your Collateral may be liquidated, and other actions taken, without your consent. For example, we may be forced to close your position at a loss. Moreover, you will remain liable for any resulting deficit in your Account.

Counterparty risk. You are exposed to the credit risk of the counterparty to any Product you have entered into. If the counterparty is not able to make a payment or becomes insolvent, you may lose some or all of your initial amount. This is in addition to the risks applicable to the Socialised Loss Mechanism which may expose you to the risk of counterparties to other trades to which you may not be a party.

Socialised Loss Mechanism-related risks. The position of another person with whom you do not trade may nevertheless affect your overall position, if the Socialised Loss Mechanism is triggered. For example, a user may suffer large loss which affects all other profitable users, despite such users taking a low-risk position. You should be aware that the Socialised Loss Mechanism may result in (for example) unforeseen payments required to be made even if you achieved a profit in relation to your own Product transactions.

Leverage involves high levels of risk. Products may involve a high-degree of leverage as you may not be required to post 100% of collateral as margin. That is, the amount you provide upfront to enter into a Product may be small when compared with the underlying value of the Product. Where a transaction is leveraged, you should note that small price movements in the underlying market will have a multiplying effect on your corresponding gain or loss. Please refer to the FAQs for examples of gains and losses that may occur where a transaction is leveraged. Losses may be substantial and may even exceed the amount of margin deposited by you and you will be liable to us for any shortfall between the Collateral and the loss incurred and you may be called upon at short notice (which may be given orally) to provide additional Supported Assets. Any failure to make up the shortfall within the time required by us may result in us liquidating your position without your consent, applying the proceeds of such liquidation to the shortfall and claiming the balance (if any) from you. This could result in substantial costs and losses, which you will need to bear. Other consequences may also flow under the Agreement. It is your responsibility to ensure that you have sufficient margin in your Account to support when long or short positions are outstanding. You should therefore carefully consider whether such a trading arrangement is suitable in light of your own financial position and investment objectives. You must familiarise yourself with all the terms and conditions applicable to Collateral and the Service and seek independent advice if needed.

5.2 Risks specific to certain Products

No expiry date for some perpetual Products. The Service involves the offer of some Products that have no expiry date. Such Product can be held or traded for an indefinite amount of time, and payments will continue to be made to, or deducted from you, in relation to a Product as long as it is held.

Each Product is subject to its own additional terms and conditions. Each Product varies. It is important you understand the precise terms and conditions associated with the specific Product, in addition to general terms and conditions that apply to the Service.

Termination risk. We may terminate the Product in accordance with the provisions as set out in the Addendum. Such early termination may result in loss.

Other risks. Other risks inherent in the use of Products include but are not limited to:

- (a) the limitation of your (or even any person's) ability to predict correctly how particular reference assets will change in value and the impact on a Product. This may also require skills that are different to purchasing reference assets on a spot basis. You must carefully assess your own ability to enter into Products;
- (b) your obligations in respect of Products may not be the same as those in respect of trading the relevant underlying assets, including regulatory, tax, accounting and reporting requirements. As with any Order, you alone are responsible for assessing your obligations associated with entering into Product transactions and seeking such professional advice as needed before you trade;
- (c) your inability to exit or close an existing position, which requires that you take an opposite position. Market conditions may mean that there may be limitations on your ability to enter into a new position or react to price movements;
- (d) a potential lack of, low or imperfect correlation between the price of a Product and the price of a reference asset; and
- (e) risks that may be caused or exacerbated by any related leverage, other transactions or other dependencies.