ELECTRONIC TRADING AGREEMENT

BitGo Europe GmbH (“**BitGo**”, “**we**”, “**our**” or “**us**”), with its registered office in Mainzer Landstraße 10, 60325 Frankfurt am Main is a crypto-asset service provider (“**CASP**”) within the meaning of Art. 3(1) no. 15 of the Regulation (EU) 2023/1114 (“**MiCAR**”). BitGo holds licenses, among others, for providing the services of custody and administration of crypto-assets on behalf of clients according to Art. 3(1) no. 16 lit. a) MiCAR and exchange services according to Art. 3(1) no. 16 lit. c) and d) MiCAR.

This Electronic Trading Agreements (this “Agreement”) set forth the terms and conditions under which you and BitGo may purchase from and sell Digital Assets, virtual currencies, tokens or coins (“Digital Assets”) to each other (“Trading Services”), each for its own benefit and account.

Under this Agreement, BitGo offers Trading Services exclusively to customers who have executed a Custodial Services Agreement with BitGo and utilize BitGo Germany Settlement Services (defined below).

BY CLICKING “ACCEPT” IN THE PLATFORM/APP OR OTHERWISE CONCLUDING THIS AGREEMENT AT A DISTANCE, YOU CONCLUDE A FRAMEWORK AGREEMENT FOR TRADING SERVICES WITH BITGO EUROPE GMBH (“BITGO”). YOU WILL RECEIVE THIS AGREEMENT ON A DURABLE MEDIUM (E.G. PDF BY EMAIL OR IN-APP DOWNLOAD). INDIVIDUAL TRANSACTIONS (SPOT PURCHASE/SALE OF DIGITAL ASSETS, INCLUDING EXCHANGE OF ONE DIGITAL ASSET FOR ANOTHER) ARE CONCLUDED UNDER THIS AGREEMENT VIA THE TRADING SYSTEM AS DESCRIBED IN CLAUSE 5.

You and BitGo are sometimes referred to in this Agreement as a “Party” and together, the “Parties.”

Please read this Agreement carefully. This Agreement will commence on the later of (i) your execution of this Agreement and (ii) your satisfactory completion of BitGo’s due diligence (KYC) requirements in the sole opinion of BitGo.

By using the Trading Services, you affirm that you have read, understand, and agree to in relation to be bound by this Agreement. If you do not agree to this Agreement, you may not use the Trading Services.

1. Introduction

Each Party may enter into spot purchase and sale Transactions in Digital Assets, including (a) purchase/sale against fiat currency and (b) the exchange of one Digital Asset for another (crypto-to-crypto). BitGo provides access to its electronic trading system (the “Trading System”). Retail Transactions are executed exclusively via the Trading System/API through the Platform/App; telephone dealing is not offered for retail.
The specific terms of any such Transactions will separately be agreed directly between the Parties subject to this Agreement. To facilitate its Trading Services, BitGo shall provide you

with online access to its proprietary electronic trading system (the "Trading System"), with access to and use of the Trading System being subject to the terms and conditions of this Agreement. Alternatively, BitGo may engage in Transactions by which BitGo and you communicate using means other than the Trading System, with BitGo recording the resulting Transaction into the Trading System on your behalf.

Please read this Agreement carefully and retain it for future reference. The text of this Agreement will be made available to you electronically in a format that allows it to be stored on a durable medium.

2. Relationship of Parties

The Parties acknowledge and agree that when entering Transactions with each other, each Party will be transacting for its own account.

BitGo acts on a principal basis and will be your counterparty for each Transaction. BitGo may simultaneously enter into offsetting trades with third parties (riskless principal). Prices quoted to you are all-in prices and may include BitGo's spread. A retail summary of our principal trading approach and conflicts of interest forms part of this Agreement and our detailed policies are available at https://www.bitgo.de/entities/bitgoeuropegmbh/ on a durable medium. We will act honestly, fairly and professionally in your best interests in accordance with MiCAR.

3. Eligibility for Trading Services

For the use of the Trading Services, you shall conclude an agreement with BitGo. For every new Transaction you shall conclude an individual agreement with BitGo about the purchase or sale or exchange of Digital Assets, each based on these Agreement.

An individual agreement between you and BitGo is concluded by an offer by BitGo and your acceptance after your Trade Request for a binding offer (see clause 5). BitGo is entitled to refuse an order based on the investigation carried out by its security systems, in which case no Agreement will be concluded. You will receive a notification about this.

Eligibility requires successful completion of BitGo's KYC/AML checks and satisfaction of its due diligence obligations under the German Money Laundering Act (GwG), and (iii) a Custodial Services Agreement in place to enable settlement. We do not provide investment advice. Where required by law, we may assess whether the service is appropriate and will warn you if it is not. Country/sanctions restrictions apply and BitGo may refuse onboarding or orders for objective reasons (e.g., sanctions, fraud risk, compliance).

You further attests to a level of knowledge, experience, and trading sophistication that is appropriate to engage in the Trading Services, and further, assumes the risk that is inherent with such activity. Digital Assets are associated with various risks. You should thoroughly read these Agreement and the Risk Disclosure prepared by BitGo, before using the Trading Services. BitGo does not make investment recommendations, nor does BitGo consider whether the purchase and/or sale of Digital Assets is individually suitable for you based on your personal circumstances.

4. Trading System

BitGo shall provide you access to its Trading System for use in connection with the Trading Services, with access to and use of the Trading System being subject to this Agreement. The

Trading System may include certain quoting and order entry functionality, with the availability and exact nature of these functionalities being subject to change at any time at the sole discretion of BitGo. Transactions may be executed via (a) a request to purchase or sell a specified Digital Asset (a "Trade Request") or (b) through a selection of a streaming price provided through an application programming interface (an "API"). Further description is provided in Annex A – Executions ("Annex A") hereto.

Access is via API/UI provided through the Platform/App. We will publish indicative prices and, where applicable, firm executable prices. Features may change to maintain performance, security or legal compliance. Telephone order entry is not available to retail.

We will provide access to and use of the Trading System with reasonable care and skill. Features may change to maintain performance, security or legal compliance. Any material changes that disadvantage you will be notified on a durable medium in advance where reasonably possible, and you may terminate before such changes take effect.

5. Conclusion of the Agreement; Trade Requests

Transactions may be initiated by submitting a request to purchase or sell a specified Digital Asset ("**Trade Request**"). Unless identified as a Firm Price, any price shown is indicative and not an offer. By submitting a Trade Request you make a binding offer at the last Firm Price displayed to you (or at the indicative price subject to a defined slippage tolerance you select). This offer remains binding until it is either accepted or rejected by BitGo, but in any case for no longer than the short period necessary for the technical processing of your request.

Upon receipt of your Trade Request, BitGo will decide, at its reasonable discretion (within the meaning of § 315 BGB), whether to accept all or part of your offer. BitGo may accept all or part of your offer within a short technical window by electronic confirmation. Objective grounds to reject include insufficient liquidity/inventory, price movement beyond slippage tolerance, limit/risk controls, or legal/compliance reasons, including but not limited to: (a) the requested quantity exceeds available liquidity or inventory; (b) the market price of the relevant Digital Asset has changed significantly since your request; (c) execution would exceed your trading limits or credit assessment; or (d) execution would violate legal, regulatory or compliance requirements applicable to BitGo.

If BitGo accepts your Trade Request in whole or in part, a binding Transaction will be concluded upon confirmation by BitGo (e.g. via Trading System / API/UI). Execution will generally take place at the last price communicated to you by BitGo at the time you submit your Trade Request. You acknowledge that, due to market volatility and technical latency, there may be *minor* deviations between the indicative price and the execution price. Execution may deviate within the limit you set.

BitGo will not execute your Trade Request at a less favourable price than the one you offered.

BitGo is not obliged to grant you a better price that may have become available after your Trade Request.

If the market moves significantly against your requested price, BitGo may decline to execute the trade instead of filling it at a worse rate. If the market moves in your favour, BitGo may execute at the originally offered price. In such cases, any resulting gains or losses from interim price movements accrue to BitGo as consideration for assuming market and execution risk.

You will receive prompt electronic confirmation of acceptance or rejection. Once accepted, the Transaction is binding.

6. Transaction Settlement

If BitGo and you agree to terms (size, price, and Digital Asset) through the Trading System, or through verbal or other means, the Transaction is binding and final (such Transaction, a "Completed Order" and such date, a "Trade Date"). Unless otherwise agreed, all Transactions shall utilize and be settled through the settlement services operated by BitGo ("BitGo Germany Settlement Services") as described in herein.

Transactions settle through your BitGo custodial account(s). Standard settlement is T+0 on a reasonable-efforts basis and no later than within 24 hours on business days (excluding weekends and German bank holidays). A "just-in-time" settlement option may be provided via the Platform/App. We may aggregate or net Transactions for operational settlement. Retail trading requires sufficient available fiat/crypto balances; negative balances or credit are not permitted.

In agreeing to terms of a Transaction, if earlier settlement is desired, you may have the option to use Trading System to submit a settlement request to BitGo ("Early Settlement Request") and shall include the relevant terms of the Transaction including: the type of Digital Asset purchased or sold; the delivery time; and the purchase or sale price. . Transactions may be settled on an aggregated or net basis.

Settlement occurs through your BitGo custodial account(s) under your Custodial Services Agreement. Client assets are safeguarded in accordance with applicable law and are not rehypothecated.

7. Transaction Limits

Unless otherwise agreed, as a prerequisite for the Trading Services, you must have sufficient funds or Digital Assets prior to completing the Transaction.

BitGo may apply per-Transaction and aggregate trading limits and risk filters. You must have sufficient available balances prior to order acceptance. We may decline orders that would lead to negative balances.

8. Use of the Trading Services; Suspension

BitGo has no responsibility for your inaccurate or improper use of Trading Services, including any messages not received by BitGo, and Transactions may be executed on the terms actually received by BitGo.

You may not make the Trading Services available in any form to any person or entity. You may not alter, modify, decompile, disassemble, or reverse engineer the Trading System. Any attempt to use, copy, or convey the Trading System in a manner contrary to the terms of this Agreement or in competition with BitGo or in derogation of BitGo's proprietary rights, whether such rights are stated herein or determined by law or otherwise, will result in this Agreement being automatically terminated and BitGo shall have all rights and remedies available to it under applicable law, including without limitation, the right to immediate injunctive relief. You hereby acknowledge that all other remedies are inadequate.

You acknowledge that Transactions will be executed at the price agreed to, which may be different from the price at which the Digital Asset is trading in other markets or with other counterparties when the Transaction is completed.

While BitGo makes commercially reasonable efforts to ensure the quality of its Trading System, there always exists the risk of interruption or delay, system failure or errors in pricing, controls or design of the Trading System (collectively, a "System Failure") that could expose you to substantial damage, expense or loss. For instance, in the event of a System Failure, it is possible that any new orders or Trade Requests cannot be entered, executed, modified or cancelled by you, or that acceptance or rejection of Trade Requests or reports of executions will not be communicated to you in a timely manner. To the extent permitted by applicable law, BitGo will not be responsible for any loss, damage or expense arising from any interruption, delay, error or other System Failure affecting the Trading System where this is caused by events outside our reasonable control. We will provide the Trading System using reasonable care and skill.

Regardless of any other provision of this Agreement, BitGo has the right to suspend or terminate all or any part of the Trading Services, or your access thereto, where reasonably necessary to: (i) comply with law, a court order or a regulatory requirement; (ii) investigate or address suspected fraud, money laundering, market abuse, sanctions breaches or other unlawful or improper activity; (iii) deal with material security, integrity or operational risks (including cybersecurity incidents, system outages or urgent maintenance); (iv) enforce this Agreement if you are in material breach or no longer meet eligibility requirements; or (v) make justified business changes (for example, discontinuing a product or feature) or manage risk.

BitGo may suspend/restrict services where reasonably necessary for legal, security, integrity, operational or compliance reasons, or for justified business changes. We will provide reasonable prior notice (at least 30 days for discontinuation without cause), unless immediate action is required. In all such cases, you may withdraw your Digital Assets without charge (network fees excluded). For material adverse changes, you may terminate the Agreement without charge prior to the change taking effect.

We may change features, functionality or trading limits to comply with law, improve the service, maintain performance or manage risk. We will not make changes that materially disadvantage you without reasonable prior notice and, where the change is material, a right to end this Agreement and withdraw your Digital Assets without charge before the change takes effect.

9. License

BitGo hereby grants you, for the term of this Agreement, a limited, non-exclusive, revocable, non-transferable and non-sublicensable license to use the Trading System pursuant to the terms of this Agreement. BitGo or its licensors retain all rights, title and interest in and to the Trading System, including all source code, object code, data, information, copyrights, trademarks, patents, inventions and trade secrets embodied therein, and all other rights not expressly granted to you hereunder. Nothing in this Agreement constitutes a waiver of any of BitGo's rights under the intellectual property laws of any jurisdiction.

10. Security and Access.

You may access the Trading Services only through use of one or more passwords, security devices or other access methods as prescribed by BitGo (collectively, "Access Methods"). You are solely responsible for ensuring that your Access Methods are known to and used by only by you. You acknowledge that BitGo, in its sole discretion, may deny you access to the Trading Services via any one or more of your Access Methods. You will be (i) solely responsible for all acts or omissions of any person using the Trading Services through your Access Methods, (ii) solely responsible for any losses, damages or costs that you may incur as a result of errors made by, or the failure of, the software or equipment that you use to access the Trading Services, and (iii) without limitation of the foregoing or any other provision of this Agreement, bound by the terms of any and all Transactions executed and/or trade requests accepted through the Trading System using your Access Methods, in each case unless due to BitGo's willful misconduct. All transmissions generated by use of your Access Methods will be deemed to be authorized by you whether or not BitGo acknowledges receipt of such transmission and BitGo shall be entitled to act in reliance on such deemed authorization, unless due to BitGo's willful misconduct. If any of your Access Methods have been modified, lost, stolen or compromised, you will promptly notify BitGo. Upon receipt of this notice, such Access Methods will be cancelled or suspended as soon as is reasonably practicable, but you are responsible for any actions taken through the use of such Access Methods prior to such cancellation. You will immediately report any apparent malfunction or breach of security of which you becomes aware or experiences with the Trading Services.

11. Security Credentials

It is your sole responsibility to control, monitor, and restrict the Access Methods you use to access the Trading System ("Access Methods"), including without limitation, all passwords and security devices. You shall be bound by all instructions communicated to the Trading System using your Access Methods, and BitGo shall have no obligation to verify whether any such instruction has been duly authorized. If you learn that your Access Methods may have been compromised, you shall immediately notify BitGo. You shall be responsible for any instructions sent using your Access Methods until you notify BitGo and BitGo has disabled the compromised Access Methods. BitGo's communications and transaction logs (the 'Transactions Log') constitute prima facie evidence of the communications and Transactions recorded in them. You may provide evidence to the contrary.

12. Reversals; Cancellations

You cannot cancel, reverse, or change any Transactions once executed, except as provided in Clause 15 (Erroneous Transactions) or where required by law.

13. Commissions and Fees

We charge no separate commission for retail trades. Prices you see are "all-in" and include our spread. Any network/withdrawal fees or FX conversion charges (if applicable) are disclosed in the Fees & Pricing Schedule. We do not sell personal data or "pay with data."

14. Statements and Receipts

BitGo will electronically provide you with confirmation of your trading activity by providing order confirmations, transaction receipts and confirmation of order cancellations ("Trading Activity Confirmations"). BitGo may also electronically provide you with periodic statements that contain information regarding your trading activity ("Statements"). All confirmations and statements are provided electronically on a durable medium (in-app download and/or email).

15. Erroneous Transactions or Unauthorized Access

Errors may sometimes occur and such errors may impact the result of a given Transaction. BitGo reserves the right to reasonably determine whether an incorrect price results in an erroneous Transaction. Erroneous Transactions include but are not limited to (i) Transaction prices that are significantly different than prevailing market prices at the time of the Transaction; and (ii) Transaction prices resulting from executions where BitGo's bid was greater than its offer at the same Transaction Time. BitGo shall notify you within twenty-four (24) hours from the time of the corresponding Confirmation if an Erroneous Transaction is identified. BitGo, within its sole discretion, may reasonably declare the Transaction null and void or both Parties may agree to modify the Transaction.

If you have any questions, concerns, feedback or complaints, including regarding any error that you believe has been made in transaction processing, any Trading Activity Confirmations, your Statement, or other record of transaction activity that we provide, contact us immediately via email at bp.liquidity@bitgo.com. Should you identify an Erroneous Transaction, you must notify BitGo of such error within twenty-four (24) hours from the time of the corresponding Confirmation. We will promptly investigate and attempt to resolve your claim through our support team within thirty (35) calendar days unless we inform you otherwise.

Acting reasonably and in good faith, and subject to applicable law and any relevant market/exchange rules, BitGo may determine that a transaction is erroneous if it resulted from: (i) a clear and verifiable technical or systems failure; (ii) a manifest pricing or quantity error that is obvious and clearly outside the prevailing market range; or (iii) duplicate, "phantom" or mis-routed execution.

If BitGo reasonably determines that an Erroneous Transaction occurred, BitGo may (i) cancel the transaction and restore your account to the position it would have been in if the error had not occurred, or (ii) with your agreement, amend/re-book the transaction to the terms that should have applied. You may challenge our decision through our complaints process at complaints@bitgo.com.

If you believe that there has been unauthorized access, please contact us immediately at support@bitgo.com.

Any complaints will be dealt with in accordance with our Customer Complaints Procedure which can found at:
https://www.bitgo.uk/customer-complaints-procedure-bitgo-europe-gmbh/

16. Confidentiality; Information Handling

BitGo personnel may have access to, use and provide you and other counterparties with information on an anonymous and aggregated basis, including but not limited to, your orders (i.e., orders executed in full or part, cancelled, or expired), indications of interest, quotes, positions, trade and other data and analytics (collectively, "Anonymous and Aggregated Data"). This Anonymous and Aggregated Data may be used for market color reports, analytical tools, risk management strategies for market making and liquidity provision and other BitGo products and services. The nature of any Anonymous and Aggregated Data provided to you may differ from that provided to other counterparties in terms of quantity, scope, methodology or otherwise and may be changed from time to time without notice to you. BitGo maintains a "need to know" standard, which provides that access to your specific information is limited to those employees who have a "need to know" such information to perform their duties and to carry out the purpose for which the information is provided.

As used in this Agreement, "Confidential Information" means any non-public, confidential or proprietary information of a party ("Discloser") including, without limitation information relating to Discloser's business operations or business relationships, financial information, pricing information, business plans, customer lists, data, records, reports, trade secrets, software, formulas, inventions, techniques, and strategies. A party receiving Confidential Information of Discloser ("Recipient") will not disclose it to any third party without the prior written consent of the Discloser, except as provided below or to such party's officers, directors, agents, employees, consultants, contractors and professional advisors who need to know the Confidential Information and who are informed of, and who agree to be or are otherwise bound by obligations of confidentiality no less restrictive than, the obligations set forth herein. Recipient will protect such Confidential Information from unauthorized access, use and disclosure. Recipient shall not use Discloser's Confidential Information for any purpose other than to perform its obligations or exercise its rights under this Agreement. The obligations herein shall not apply to any (i) information that is or becomes generally publicly available through no fault of the recipient, (ii) information that the recipient obtains from a third party (other than in connection with this Agreement) that, to recipient's best knowledge, is not bound by a confidentiality agreement prohibiting such disclosure; (iii) information that is independently developed or acquired by the recipient without the use of or reference to Confidential Information of Discloser.

Notwithstanding the foregoing, Recipient may disclose Confidential Information of Discloser to the extent required under Applicable Law; provided, however, Recipient shall first notify

Discloser (to the extent legally permissible) and shall afford Discloser a reasonable opportunity to seek a protective order or other confidential treatment. For the purposes of this Agreement, no affiliate of BitGo shall be considered a third party; provided that BitGo causes such entity to undertake the obligations in this Section 16.

"**Confidential Information**" includes all documents and other tangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of Recipient and all of the foregoing shall be and remain the property of the Discloser. At Discloser's request, Recipient shall return or destroy all Confidential Information; provided, however, Recipient may retain one copy of Confidential Information (i) if required by law or regulation, or (ii) pursuant to a bona fide and consistently applied document retention policy; provided, further, that in either case, any Confidential Information so retained shall remain subject to the confidentiality obligations of this Agreement.

We may use order and trading data in anonymised and aggregated form for analytics, risk management and market colour. We do not sell personal data. Access to your identifiable information is on a strict need-to-know basis.

17. Prohibited Uses

Your access to the Trading Services and any transactions you make are subject to this Agreement BitGo 's policies disclosed to you, each as amended from time to time. We reserve the right to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions program, legal process or governmental request. You may not use your access to engage in any of the activities set out in https://www.bitgo.com/bitgo-prohibited-uses-and-businesses-terms/, whether in respect of use of your Custodial Account or use of Trading Services, as well as the following:

No Spoofing: Any Order that is not intended to be completed or is otherwise intended to abuse, manipulate, mislead or defraud other market participants, to delay or disrupt the Trading Services, or to disrupt the orderly conduct of trading or the fair execution of transactions in the Digital Asset market.

18. Digital Asset Software Protocols

You agree and acknowledge that BitGo does not own or control the underlying software protocols that govern operation of the Digital Assets that are supported by the Trading Services. These software protocols are open source, meaning that anyone can use, copy, modify, and distribute them. You agree and acknowledge that (i) BitGo is not responsible for operation of the underlying software protocols that govern the operation of the Digital Assets and (ii) BitGo is not responsible for and cannot guarantee the ongoing functionality, security, or availability of the Digital Assets or the Digital Asset marketplace or Trading Venues. You further agree and acknowledge that the underlying software protocols governing the Digital Assets may be subject to sudden changes in operating rules due to the actions of third parties ("Forks"), and that Forks may have a material effect on the value, function, character or name of the Digital Assets, or available for purchase or sale using the Trading Services. In the event of a Fork, BitGo shall have the right to temporarily suspend the Trading Services, and may determine it will not support any particular Fork in the underlying software protocols.

BitGo is not responsible for, and you agree we are not liable for, any lost profits, trading losses or any other losses or damages that result from a change in the underlying software protocols of the Digital Assets or BitGo's determination to support or not support any modified software protocol. If we permanently cease support for a Digital Asset, we will give you reasonable prior notice and a reasonable period to withdraw without charge (network fees excluded).

19. Provision of Market Data

We may convey to you by electronic, or other means the last sale transaction data, bid and asked quotations, or other information relating to Digital Assets and the Digital Assets markets (collectively referred to in this section as **"market data"**). We provide market data only for your internal use; you may not directly or indirectly copy, reproduce, sell, lease, market, retransmit, communicate, distribute or otherwise make available any portion, derivation or revision of market data in any medium, print or electronic, in any manner unless you have entered into a written agreement with the appropriate market data provider or have the express written consent of BitGo.

However, the accuracy, completeness, timeliness, suitability for use, or correct sequencing of the market data is not guaranteed either by us or by the third-party market data providers and may include inaccurate, erroneous, incomplete or out-of-date information. In an effort to continue to provide you with complete and accurate information, information may be changed or updated from time to time without notice. Accordingly, you should verify all information before relying on it, and all decisions based on information that you obtain from or through us are your sole responsibility and we shall have no liability for such decisions. Furthermore, neither we nor the third-party market data providers will be liable for interruptions in the availability of market data or your access to market data.

There is no warranty of any kind, express or implied, regarding the market data, including any warranty of accuracy, completeness or timeliness. We are not responsible for, and you agree not to hold us liable for, lost profits, trading losses, or any other damages resulting from market data or your use thereof. In any case, our liability arising from any legal claim (whether in contract, tort, or otherwise) relating to the market data will not exceed the amount you have paid for use of the Trading Services. You agree that we may correct any execution reported to you that was based on inaccurate market data provided to us by a Digital Asset trading vendor, market center, or other providers.

20. Service Standard, Availability

THE TRADING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BITGO SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. BITGO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE BITGO SITE, ANY PART OF THE BITGO TRADING SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. WHILE WE AIM FOR HIGH AVAILABILITY, WE DO NOT

GUARANTEE THAT THE TRADING SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE AT ALL TIMES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BITGO WILL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DAMAGE, EXPENSE OR LOSS INCURRED DUE TO A SYSTEM FAILURE OR OTHERWISE ARISING OUT OF THE USE OF THE TRADING SYSTEM, EVEN WHERE IT MAY HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY WHERE SUCH EXCLUSION OR LIMITATION IS NOT PERMITTED BY LAW. LIABILITY IS GOVERNED BY CLAUSE 21.

21. Liability

BITGO WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY EXPENSES, LOSSES, DAMAGES, LIABILITIES, DEMANDS, CHARGES, AND CLAIMS OF ANY KIND OR NATURE WHATSOEVER (INCLUDING ANY LEGAL EXPENSES AND COSTS OR EXPENSES RELATING TO INVESTIGATING OR DEFENDING ANY DEMANDS, CHARGES, AND CLAIMS) (COLLECTIVELY, "LOSSES") IN CONNECTION WITH OR RELATED TO THE TRADING SERVICES, EXCEPT TO THE EXTENT SUCH LOSSES RESULT SOLELY FROM BITGO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

WITHOUT LIMITATION OF THE FOREGOING, BITGO WILL NOT BE LIABLE FOR ANY LOSSES CAUSED DIRECTLY OR INDIRECTLY BY: GOVERNMENT RESTRICTIONS, EXCHANGE OR MARKET RULINGS, MARKET VOLATILITY OR DISRUPTIONS IN ORDER TRADING ON ANY EXCHANGE OR MARKET, SUSPENSION OF TRADING, WAR, STRIKES, SEVERE WEATHER, NATURAL DISASTERS, OTHER ACTS OF GOD, FAILURE OF COMPUTER OR OTHER ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, ACTS OF TERRORISM, FAILURE OF THIRD PARTIES TO FOLLOW INSTRUCTIONS, ACTS OR OMISSIONS OF ANY TRADING VENUE OR OTHER CONDITIONS AND OCCURRENCES BEYOND OUR CONTROL.

BITGO WILL NOT BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING TRADING LOSSES), WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES OR OTHER LOSSES WERE REASONABLY FORESEEABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

FOR AVOIDANCE OF DOUBT, YOUR USE OF THE BITGO API IS SOLELY AT YOUR OWN RISK. NEITHER BITGO NOR ANY OF ITS AFFILIATES, OFFICERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE TO YOU FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY OR THIRD-PARTY CLAIM, WHETHER IN CONTRACT OR TORT, ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY YOUR USE OF THE API OR THE INFORMATION PROVIDED THROUGH THE API. IN NO EVENT WILL ANY BITGO PARTY BE LIABLE TO YOU OR ANY THIRD PARTY

FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT (INCLUDING LOST PROFITS, TRADING LOSSES, COSTS, OR OTHER DAMAGES ALLEGED TO HAVE OCCURRED DUE TO ANY INTERRUPTION, DELAY OF SERVICE, SYSTEM FAILURE, ERROR IN THE ELECTRONIC FUNCTIONING OF THE SYSTEM) OR SIMILAR DAMAGES OUTSIDE OF BITGO'S REASONABLE CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

THE FOREGOING LIMITATIONS AND DISCLAIMERS APPLY EQUALLY TO BITGO'S AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS, EMPLOYEES OR REPRESENTATIVES, AND DO NOT APPLY WHERE LIMITED BY APPLICABLE LAW.

22. Indemnification

You will defend, indemnify and hold harmless BitGo and our affiliates for third-party claims losses, liabilities, costs and expenses (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any applicable law, rule or regulation, or the rights of any third party. No indemnity is sought for our own negligence or wilful misconduct.

23. Taxes

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Trading Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. We do not provide tax advice. You should seek independent advice.

24. Termination

This Agreement is for an indefinite term. Either Party may terminate at any time with immediate effect by written notice. In all cases you can withdraw your Digital Assets without charge (network fees excluded) within a reasonable period. Termination for good cause by either party remains unaffected. Terms intended to survive termination (e.g., fees accrued, liability, data protection, complaints, indemnification, dispute resolution) shall survive.

25. Construction

As used in this Agreement, the words "including", "includes" and their other derivations are non-exclusive and are in each case deemed to be followed by the words "without limitation."

26. Governing Law and Exclusive Jurisdiction

This Agreement and all matters arising in connection with the Agreement and the Trading Services will be governed by and construed in accordance with the laws of Germany.

Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Frankfurt am Main, Germany.

27. Entire Agreement

This Agreement and terms contained on the Trading Activity Confirmations, and any other statements and confirmations sent to you by or on behalf of BitGo, together with BitGo's Terms & Conditions (the "Terms") and Privacy Notice (as such is posted on the BitGo website located at https://www.bitgo.uk/legal/bitgo-privacy/ and as such may change from time to time), comprise the entire understanding between you and BitGo and supersedes all prior discussions, agreements and understandings, including any previous version of this Agreement, with respect to the subject matter hereto. Section headings in the Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of the Agreement. In the event of any conflict or inconsistency between the Terms and the terms of this Agreement, the terms of this Agreement will control. All incorporated policies and notices are provided to you on a durable medium (in-app downloadable PDF and/or email). In case of inconsistency, this Agreement prevails over general website terms

28. Amendments

We may amend or modify the Agreement by notifying you via through the BitGo platform or emailing to you the revised provisions. Revisions to the Agreement shall be effective with respect to existing counterparties thirty (30) days after the date of such posting or email, or such other time (including an earlier date) that is designated in such communication. Your continued use of the Trading Services also shall be deemed your agreement with any such amendment or modification to the Agreement. If you do not agree with any amendment or modification to the Agreement, your sole and exclusive remedy is to terminate your use of the Trading Services.

29. Severability

If any provision or condition of this Agreement shall be held invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be valid and enforceable as if any such invalid or unenforceable provision or condition were not contained herein.

ANNEXES

Annex Disclosures

Annex A – Executions

Annex B – Force Majeure

Annex C – Notices, Communications & Languages

ANNEX DISCLOSURES

Please note the following disclosures associated with Digital Assets:

- Digital Assets, especially virtual currencies like Bitcoin is not legal tender, is not backed by the government, and accounts and value balances are not subject to Investor Compensation Schemes.
- Legislative and regulatory changes or actions in Germany or international level may adversely affect the use, transfer, exchange, and value of Digital Assets.
- Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- Some Digital Assets transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction.
- The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Assets should the market for that Digital Assets disappear. In addition, certain virtual currencies which are not compliant with Regulation (EU) 2023/1114 on markets in crypto-assets (“MiCA”), may be custodied but BitGo and other crypto-asset service provides are subject to regulatory restrictions imposed on services that amount to offering to the public or seeking admission to trading in the EU in relation to such non-MiCA compliant virtual currencies. This can lead to worse execution conditions for investors maintaining holdings in such virtual assets compared to virtual assets that are MiCA compliant.
- There is no assurance that a person who accepts a Digital Assets as payment today will continue to do so in the future.
- The volatility and unpredictability of the price of Digital Assets relative to fiat currency may result in significant loss over a short period of time.
- The nature of Digital Assets may lead to an increased risk of fraud or cyber-attack.
- The nature of Digital Assets means that any technological difficulties experienced by BitGo may prevent the access or use of a customer’s Digital Assets.
- Any bond or trust account maintained by BitGo for the benefit of its customers may not be sufficient to cover all losses incurred by customers.

<u>Principal Trading Disclosure</u>

BitGo transacts and makes markets in Digital Assets and other instruments (together, “Products”). The Firm conducts these activities strictly as principal. The Firm conducts its principal transactions with you as an arm’s length counterparty and does not act as an agent, fiduciary or financial advisor or in any similar capacity on your behalf in relation to these transactions. Any statements made by or through the Firm's personnel, its electronic systems or otherwise in the processing or execution of transactions should not be construed or relied upon as recommendations or advice of any nature. We expect you to evaluate the appropriateness of any transaction based on the facts and circumstances relevant to you and your assessment of the transaction's merits.

Market Making & Conflicts of Interest

BitGo may maintain positions in various Products, whether as the result of trades with, or orders or trade requests received from, you or other counterparties, as part of our hedging strategy, in contemplation of reasonably expected near-term demand or otherwise. The Firm may choose not to hedge or to hedge only a portion of positions that we execute with you, and may unwind or adjust any hedge from time to time in the Firm's sole discretion, with any profit or loss resulting from such hedging activity, including from the spread, if any, between the price shown to you and the cost to us of the corresponding hedge transaction, accruing solely to BitGo . In all of its communications and transactions with you, including in the handling of requests for firm or indicative quotes, trade requests, placement and execution of orders and all other expressions of interest that may lead to the execution of transactions, there exists the potential that BitGo's interests may conflict with, diverge from or adversely impact your interests. BitGo's market making and risk management activities may impact the prices communicated to you for a transaction and the availability of liquidity at levels necessary to execute your orders or trade requests. These activities may also trigger or prevent triggering of stop loss orders, take profit orders, barriers, knock-outs, knockins and similar terms or conditions. BitGo may also use information provided to us as principal to effectuate our market making and risk management activities (including for the benefit of our trading positions), to facilitate your and other counterparty transactions and to test or source liquidity.

Pricing Factors

BitGo's principles provide that prices offered should be fair and reasonable. Any price or spread that you receive will be an "all-in" price or spread that incorporates sales and trading mark-ups or other charges over the price or spread at which the Firm traded or may have been able to trade with its other counterparties. Such prices or spreads may differ from the prices or spreads that the Firm offers to other counterparties. Any firm or indicative price or spread or other terms of a transaction (including whether a spread is greater on the bid or offer side) may vary in the Firm's discretion, depending on a broad range of factors. These include transaction or counterparty specific factors, including the overall size of the transaction, your previous trading behavior (e.g., transaction size and frequency and trading gains or losses, including whether BitGo anticipates that you will, based on your trading history, be more likely to buy or sell), the Firm's expenses associated with effecting the transaction (including, among other things, transaction processing costs and venue fees associated with execution), the credit and settlement risks associated with the transaction, operational risks (including the operational stability of the market venue where the transaction will be executed), a profit for BitGo (after taking into consideration the impact on financial resources such as balance sheet, risk weighted assets, liquidity, funding and other items that may impact the Firm's capital positions) and the nature of our relationship with you including the level of service that we provide to you. In addition, the Firm considers other factors, including prevailing market conditions, the Firm's risk profile, inventory and risk appetite. BitGo's provision of principal liquidity is therefore not independent from the interests of BitGo, which may conflict with, diverge from or adversely impact your interests. BitGo may also differentiate pricing by platform or trading venue, which may result in you receiving different prices on different platforms or venues. Factors that may contribute to this differentiation by platform or venue include but are not limited to the conventions of the platform or venue, which may include minimum price increment, parameters for accepting or rejecting orders or trade requests, available order or trade types, underlying technology or latency, fees and other economic considerations, such as historic experience with the platform or venue. BitGo may have a stake in or other relationship with trading venues and clearing systems on which BitGo handles your orders or trade requests and, as a result, may receive financial or other benefits that are not shared with you, including through BitGo's participation in incentive schemes of such trading venues and clearing systems.

Order Handling

When BitGo accepts an order from you or conveys that it is "working" an order for you, BitGo will attempt, but is not committed, to execute the trade at or near the requested price and/or quantity. BitGo attempts to execute orders when it expects to make an appropriate return on the transaction, taking into account market conditions at the time, its own positions (including inventory strategy and overall risk management strategies), its costs, risks and other business factors and objectives. Neither BitGo's receipt of an order nor any indication given that BitGo is working an order creates a contract obligating BitGo to execute the order. Where you submit an order which is subject to conditions, the fact that any such conditions are satisfied does not mean that BitGo will complete your transaction at the requested order price or quantity level (after taking into account any spread or similar adjustment reflecting the Firm's return on the transaction) or that there exists a tradable market at that level. BitGo may receive multiple requests for prices or multiple orders for the same or related Products and may also transact in the same or related Products for the purposes of its market making and risk management activities. BitGo retains discretion as to how to satisfy such competing interests, including with respect to order execution, fill quantity, aggregation, priority and pricing. BitGo is not obligated to disclose to you at any time that we are handling other counterparties' orders or that we have our own orders trading ahead of, at the same time as, or on an aggregated basis with, your order. BitGo may execute transactions as part of its market making and risk management activities or for the benefit of another counterparty at a price that could satisfy your order, leaving your order unfilled or only partially filled. BitGo may hedge its exposure resulting from orders against internal or external sources of liquidity. Although BitGo is under no obligation to do so, it may, in its sole discretion, aggregate or "bunch" your orders with orders for other counterparties or orders entered into by BitGo in connection with its market making and risk management activities and allocate the investments or proceeds acquired among the participating accounts in a manner that it considers appropriate. If the entire combined order is not executed at the same price, BitGo may blend the prices paid or received and fill the participating accounts at the blended net prices that it elects to assign to each such account, which may result in you receiving a worse price than if your order had been executed on an individual basis. BitGo's up-to-date Order Execution Policy is publicly available on the BitGo website for your review and the you hereby confirms and consents to such policy as at the Effective Date.

Pre-trade Positioning and Pre-hedging

When you indicate your interest in a potential transaction or provide us with a request to enter into a transaction, BitGo may use that information to engage in pre-hedging and hedging activities, which may include entering into transactions prior to executing your potential transaction or request with a view to facilitating your potential transaction or request. Any transactions entered into by us with a view to facilitating your potential transaction or request will be entered into by BitGo as principal, not as agent for you, could be at different prices from the price at which BitGo executes your transaction, may affect the market price of or liquidity for the Products you are buying and/or selling and may result in profit, or loss, to BitGo.

Venue execution

We will execute orders in accordance with our Order Execution Policy, which identifies the execution venues/liquidity providers we use and how we select them. The current list and criteria are available from our webpage https://www.bitgo.de/entities/bitgoeuropegmbh/.

These disclosures may be updated from time to time.

ANNEX A – EXECUTIONS

Execution Via a Trade Request:

You may provide BitGo with a Trade Request via electronic communication (including via an API). Upon receipt of a Trade Request, BitGo may provide you a price (which may be denominated in a fiat currency or another cryptocurrency) at which it is willing to sell or purchase (as the case may be) a specified quantity of such Digital Asset (a "Price Quote"). You must immediately give instructions to BitGo to purchase or sell the Digital Asset at the Price Quote ("Order") , otherwise the Price Quote will be deemed to be rejected and expire and no transaction may be effective in accordance with the Price Quote. If you place an Order, a transaction will be deemed to have been executed, on the terms set forth in the Price Quote, only at the time BitGo confirms the execution (a "Confirmation of Execution") via electronic communication. If BitGo does not provide a Confirmation of Execution, the Price Quote shall be deemed to be rejected and expire and no transaction may be effected in accordance with such Price Quote. Following the Confirmation of Execution, BitGo shall send you a trade confirmation in accordance with 14 of the Agreement.

Execution Via Selection of Streaming Prices:

BitGo may make an API available to you to assist in facilitating communications, the sharing of information and the execution of transactions between the Parties. In the event you submits an order for the purchase or sale of a cryptocurrency based on a price streaming provided through the API, a transaction will only be deemed to have been executed at the time BitGo confirms the execution (a "Transaction Confirmation") via the API or another method. Following the Transaction Confirmation, BitGo shall provide a Trade Confirmation confirming (a) the cryptocurrency to be purchased or sold; (b) the Specified Cryptocurrency (as defined above); (c) the purchaser and seller; (d) settlement amount; and (e) any details regarding the methods for settlement.

Use of the API:

By accessing the API, you agree that: (a) The API is being provided to you on as "as is" basis for its internal use only and only Authorized Individuals shall access the API; (b) you shall, and shall cause each Authorized Individual to, access the API exclusively through a secure point including, but not limited to graphical or programmatic interfaces, whether accessed via the Internet, a private connection or any other technological means, using unique login credentials assigned to each Authorized Individual. You assumes all risk and bears sole responsibility for establishing access to the API; (c) All information including, but not limited to pricing data, provided via the API (the "API Information") is and shall remain the sole and exclusive property of BitGo. You shall have no right to use the API Information except as expressly permitted by the Agreement. Distribution of API Information is expressly prohibited; (d) BitGo may deny your access to the API at any time and without notice, for any reason including, but not limited to BitGo 's belief that such access is in violation of this

Agreement; (e) You shall be responsible for all acts or omissions of any person utilizing the API, including, but not limited to, orders placed or transactions executed via the API through your access; (f) BitGo will use reasonable efforts but is under no obligation to accept an order from you for the purchase or sale of a cryptocurrency based on streaming price provided through the API or cancel an order that you seeks to cancel; (g) BitGo has no responsibility for your transmissions that are inaccurate or not received by BitGo ; and (h) We provide the API with reasonable care and skill but do not guarantee uninterrupted availability. Liability is governed by Clause 21 (Liability).

Annex B – Force Majeure

BitGo is not liable for delay or failure caused by events beyond its reasonable control (e.g., acts of God, war, civil unrest, strikes, power or internet outages, cyberattacks, exchange/venue outages, changes to protocols), provided it takes reasonable steps to mitigate and resumes performance as soon as practicable. We will notify you without undue delay.

If a Force Majeure event continues for more than 30 consecutive days and materially affects the Trading Services, BitGo may terminate this Agreement with immediate effect by notice.

Annex C – Notices, Communications & Languages

We communicate via in-app messaging and email to your registered address; you must keep your contact details current. Documents are provided on a durable medium (downloadable PDF in app and/or by email). Contract language is English; if we provide a German version, in case of inconsistency, the English version prevails. Customer support: support@bitgo.com, languages: English.