

# Coinbase Capital Markets – Terms and Conditions for Inbound ACATS Transfers

These Terms and Conditions for Inbound ACATS Transfers (these “**ACATS Terms**”) govern your use of the Automated Customer Account Transfer Service to transfer cash and/or securities from an account held at another financial institution into an eligible brokerage account carried by Coinbase Capital Markets LLC (“**Coinbase Capital Markets**,” “**we**,” “**us**,” or “**our**”).

These ACATS Terms are incorporated into, form a part of, and are in addition to the agreements, disclosures, and other terms that otherwise govern your relationship with Coinbase Capital Markets, including without limitation the Coinbase Capital Markets Customer Agreement (collectively, the “**Platform Agreements**”). In the event of a conflict between these ACATS Terms and the Platform Agreements, the Platform Agreements will control to the extent of the conflict, except where these ACATS Terms specifically state otherwise.

By initiating or authorizing an inbound ACATS transfer into Coinbase Capital Markets, you acknowledge that you have read, understand, and agree to be bound by these ACATS Terms.

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## 1. Scope; Eligibility; Accounts Covered

**1.1 Scope of Service.** These ACATS Terms apply to inbound transfers of cash and/or securities into **eligible brokerage accounts** at Coinbase Capital Markets via the Automated Customer Account Transfer Service (“**ACATS**”). At this time, we **do not support any individual retirement account or other IRA-type account**, and inbound ACATS transfers into IRA accounts are not supported under these ACATS Terms.

**1.2 Eligible Receiving Accounts.** To use ACATS to transfer assets into Coinbase Capital Markets, you must:

- Maintain an open, active, and eligible brokerage account with Coinbase Capital Markets in good standing; and
- Satisfy any additional eligibility, verification, and risk-management criteria we may establish from time to time.

We may refuse, suspend, or discontinue ACATS access for any account or customer based on legal, regulatory, risk, or operational considerations.

**1.3 Delivering Account.** The account from which you are transferring assets (the “**Delivering Account**”) must be held at a financial institution that supports ACATS and is able to communicate with Coinbase Capital Markets or its clearing or custodial partners through ACATS.

**1.4 Availability; No Guarantee.** ACATS functionality may not be available for all customers, all counterparties, all asset types, all jurisdictions, or at all times. We may add, modify, limit, or discontinue ACATS functionality at any time without prior notice, consistent with Applicable Law.

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## 2. Third-Party Service Provider

**2.1 Use of Third-Party Service Providers.** In connection with inbound ACATS transfers, Coinbase Capital Markets may make available, or integrate with, third-party technology and data-aggregation providers (each, a “**Third-Party Service Provider**”) to help you initiate or facilitate the transfer process (for example, by helping you locate external accounts or pre-populate account information).

**2.2 Plaid.** One such Third-Party Service Provider may be **Plaid Inc. (“Plaid”)**. Where enabled, Plaid may, at your direction, access account or other information from the external institution that holds the Delivering Account and transmit account information to Coinbase Capital Markets or its service providers to facilitate your transfer instructions.

**2.3 Not Available for All Customers.** Access to Plaid or any other Third-Party Service Provider is **not available for all customers or all transfers**. Availability may depend on, among other things, the institution that holds the Delivering Account, your location, the type of account, the assets to be transferred, and our risk and compliance criteria.

**2.4 Separate Terms with Plaid.** If you elect to use Plaid or any other Third-Party Service Provider:

- You may be presented with **separate terms, conditions, and privacy disclosures** by that Third-Party Service Provider.
- Those separate terms govern your relationship with the Third-Party Service Provider. Coinbase Capital Markets is **not a party** to those separate terms and **is not responsible** for the Third-Party Service Provider’s services, acts, or omissions.

**2.5 Authorization to Access Third-Party Sites.** To the extent you choose to use Plaid or another Third-Party Service Provider, you:

- Authorize Plaid or the applicable Third-Party Service Provider to act as your agent to access your Delivering Account and any third-party websites, applications, or data sources on your behalf for the limited purpose of facilitating your transfer instructions; and
- Acknowledge that any credentials, login information, or other data you provide to a Third-Party Service Provider are provided directly to that provider, and not to Coinbase Capital Markets.

**2.6 No Responsibility for Third-Party Service Providers.** Coinbase Capital Markets does not control, endorse, or assume responsibility for any Third-Party Service Provider. We make **no representations or warranties** regarding the accuracy, completeness, timeliness, availability, or security of any information or services provided by Plaid or any other Third-Party Service Provider, and we will not be liable for any damages, losses, or claims arising from or relating to their services, except as otherwise required by Applicable Law.

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### 3. Your Representations, Warranties, and Authorizations

By initiating or authorizing an inbound ACATS transfer, you represent, warrant, and agree that:

**3.1 Authority Over Delivering Account.** You are the owner of, or otherwise duly authorized to give instructions with respect to, the Delivering Account and all assets in that account. You have full power and authority to instruct the delivering firm and Coinbase Capital Markets to effect the transfer.

**3.2 Accuracy of Information.** All information you provide in connection with the transfer—including account numbers, registration details, and asset instructions—is **true, accurate, and complete**. You agree to promptly update us if any information changes or is discovered to be inaccurate.

**3.3 Direction to Delivering Firm.** You direct the firm that carries the Delivering Account (the “**Delivering Firm**”) to:

- Transfer the assets in accordance with your instructions, including assets held in the Delivering Account. The recipient Coinbase Capital Markets account **must have the same customer name or taxpayer identification number** as the Delivering Account for an ACATS transfer to be processed. At this time, Coinbase Capital Markets can only support individual cash accounts - and cannot accept ACATS transfers for certain accounts, such as margin, joint accounts that have multiple customer names, trust, business, retirement, or minor/educational savings accounts.

- Deduct from the Delivering Account any fees, charges, or debit balances owed to the Delivering Firm, and, if necessary, liquidate assets in the Delivering Account to satisfy such fees or balances.
- Freeze the Delivering Account in accordance with ACATS rules once the transfer is validated, including canceling open orders and preventing the placing of new orders in the Delivering Account except as permitted by Applicable Law and ACATS procedures.
- Provide Coinbase Capital Markets and its clearing or custodial partners with such information regarding the assets being transferred as may reasonably be required to process the transfer, including historical cost basis and acquisition-date information to the extent available.

**3.4 No Improper Use.** You will not use ACATS transfers to evade any law, regulation, court order, or contractual obligation, including but not limited to restrictions on the sale, transfer, or hypothecation of securities or funds.

**3.5 Compliance with Applicable Law.** You acknowledge that all ACATS transfers are subject to applicable laws, rules, and regulations (“**Applicable Law**”), including, without limitation, securities laws, anti-money laundering and sanctions obligations, and self-regulatory organization rules.

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## 4. Transfer Process; Timing; Restrictions

**4.1 Initiation and Processing.** After you submit an ACATS request and any required confirmations, Coinbase Capital Markets will forward your instructions to the Delivering Firm through ACATS. Transfer processing and completion depend on:

- The procedures of the Delivering Firm and/or whether any exceptions have been taken;
- The type and number of assets being transferred; and
- Market, operational, and regulatory factors.

**4.2 Timeframes; No Guarantee.** While ACATS transfers are generally processed within five to ten business days, **we do not guarantee** that any transfer will be completed by a particular date. Transfers may be delayed, partially completed, or rejected, including due to:

- Non-transferable or restricted securities;
- Mismatched or incomplete account information;

- Open orders or unsettled activity in the Delivering Account;
- Outstanding margin loans, debit balances, liens, or legal holds; or
- System outages, market disruptions, or other factors beyond our reasonable control.

Any timeframe or “expected completion date” we may provide is an **estimate only**.

**4.3 Non-Transferable and Restricted Assets.** Certain assets cannot be transferred via ACATS or into Coinbase Capital Markets. These may include, without limitation:

- Proprietary, house, or share classes not supported on our platform;
- Mutual funds or alternative investments;
- Physical certificates or non-DTCC-eligible securities;
- Securities subject to transfer restrictions, liens, pledges, or legal or contractual holds;
- Options or other non-cash positions;
- Bonds or other debt instruments of any type

If an asset you request to transfer is ineligible, the Delivering Firm may reject the asset or the entire transfer, liquidate the ineligible asset and transfer the resulting cash, or the transfer may complete without such asset. Fractional share transfers may be liquidated during transfer, as some brokerages only support whole share transfers. You are responsible for any consequences arising from non-transferable or restricted assets.

**4.4 Partial Transfers.** The Delivering Firm or Coinbase Capital Markets may, in its discretion, process your request as a **partial transfer** of eligible assets even if certain assets cannot be transferred. In that case, only eligible assets will move to the Coinbase Capital Markets account.

**4.5 Account Freezes and Trading During Transfer.** During the ACATS process, trading in the Delivering Account may be restricted in accordance with ACATS rules and the Delivering Firm’s policies. In addition:

- You may not be able to trade, withdraw, or otherwise transact in the assets being transferred until the transfer completes.

- If you place conflicting instructions (for example, attempting to trade assets in the Delivering Account while they are subject to an in-flight transfer), those instructions may be rejected or delayed.

**4.6 Corporate Actions During Transfer.** Corporate actions (including dividends, interest payments, stock splits, mergers, or other events) occurring during the transfer process may be processed by the Delivering Firm, Coinbase Capital Markets, or both, depending on timing and the nature of the corporate action. This may result in:

- Delayed posting of corporate action proceeds;
- Adjustments after the transfer completes; or
- Receipt of certain proceeds at the Delivering Firm rather than at Coinbase Capital Markets (or vice versa), requiring subsequent movement.

You are responsible for reviewing your statements and transaction history and notifying us promptly if you believe a corporate action related to transferred assets was processed incorrectly.

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## 5. Valuation; Changes in Market Value

**5.1 No Responsibility for Market Movements.** The market value of assets may change—sometimes significantly—between the time you initiate an ACATS transfer and the time it is completed. **Coinbase Capital Markets is not responsible for, and will not be liable for, any gain or loss in value** of assets that occurs before, during, or after the transfer process, except as otherwise required by Applicable Law.

**5.2 Pricing and Positions.** The quantity of securities transferred is determined by the records of the Delivering Firm and ACATS. The value of those securities as displayed in your Coinbase Capital Markets account may differ from values previously shown by the Delivering Firm, due to differences in pricing sources, valuation times, or other factors.

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## 6. Cost Basis; Tax and Financial Considerations

**6.1 Cost Basis Information.** To populate cost basis information for transferred assets, Coinbase Capital Markets relies on data provided by the Delivering Firm or by applicable third-party data providers. If complete and accurate cost basis information is not received, we

may treat the cost basis as **zero or “unavailable”** in our systems, which can affect your tax reporting and the operation of tax-related tools (if any) on our platform.

**6.2 Your Responsibility for Tax Data.** You are responsible for:

- Confirming whether cost basis information was properly transmitted and reflected;
- Working with the Delivering Firm and/or your tax advisor to obtain or correct any missing or erroneous cost basis information; and
- Retaining your own records for tax reporting purposes.

**6.3 Tax and Financial Implications.** ACATS transfers and any related liquidations—whether by the Delivering Firm or by Coinbase Capital Markets (including to cover fees or debit balances)—may have tax and financial consequences for you, including:

- Realized capital gains or losses;
- Potential wash sales;
- Fees or penalties assessed by the Delivering Firm or others.

You acknowledge that **Coinbase Capital Markets does not provide tax, legal, or accounting advice**. You should consult your own tax, legal, or financial advisor regarding the implications of any transfer or related transaction.

**6.4 No IRAs.** As noted above, at this time, we do not support any individual retirement account or other IRA-type account and these ACATS Terms do **not** apply to IRA or other retirement accounts. Any tax considerations specific to retirement accounts are outside the scope of these ACATS Terms and should be evaluated separately in consultation with your own advisors.

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## 7. Unsupported or Limited-Support Securities; Portfolio Treatment

**7.1 Unsupported Securities.** If a security type is not supported for new purchases or full functionality on the Coinbase Capital Markets platform but can be held in custody, we may, in our discretion:

- Permit the position to be transferred in and held on a “liquidate-only” or “hold-only” basis; or
- Decline to accept the position and request that the Delivering Firm remove or liquidate it.

**7.2 Forced Liquidations.** We may, consistent with the Platform Agreements and Applicable Law, **sell or otherwise liquidate** some or all transferred assets without additional notice to you if we determine, in our discretion, that such action is reasonably necessary or appropriate, including:

- To satisfy a debit balance, negative cash position, or other obligation you owe to us;
- To comply with law, regulation, court order, or other legal process;
- To address operational, risk, or compliance concerns with respect to a particular security or issuer; or
- Because the security type is not supported or no longer supported by our platform.

Any such sale or liquidation may have tax consequences and may occur at market prices prevailing at the time of sale, which may be less favorable than prices available at other times.

**7.3 Use of Third-Party Data.** To the extent Coinbase Capital Markets uses third-party market data or classifications (for example, to categorize transferred securities by asset class), you acknowledge that such third-party data may be inaccurate or incomplete, and we do not guarantee its accuracy. Any tools, analytics, or portfolio views that rely on such data may be impacted by inaccuracies.

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## 8. Fees; Debit Balances; Charges

**8.1 Fees Charged by the Delivering Firm.** The Delivering Firm may charge fees in connection with processing an ACATS transfer (for example, an “account transfer out” fee). Such fees are set by the Delivering Firm, not by Coinbase Capital Markets, and may be deducted from the Delivering Account or otherwise charged to you. You are solely responsible for any such fees.

**8.2 Fees Charged by Coinbase Capital Markets.** Coinbase Capital Markets may charge fees for inbound or outbound transfers or related services, as set forth in our fee schedules or other disclosures. We may change such fees at any time, consistent with the Platform Agreements and Applicable Law.

**8.3 Debit Balances and Negative Cash.** If assets transfer into your Coinbase Capital Markets account with an associated **debit balance, negative cash position, or other obligation** (for example, as a result of transfer-out fees charged by the Delivering Firm), you are responsible for promptly satisfying that obligation. Consistent with the Platform Agreements, we may sell

securities or take other actions in your account to cover any such debit or obligation without additional notice to you.

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## 9. No Investment Recommendation or Solicitation

**9.1 No Recommendation.** The availability of ACATS, or any promotional or other communication about ACATS, **does not constitute a recommendation** by Coinbase Capital Markets that you transfer assets from any particular institution, that you hold, buy, or sell any particular security, or that you pursue any particular investment or trading strategy.

**9.2 Independent Evaluation.** You acknowledge that:

- You have independently evaluated whether to transfer assets and how those assets should be invested or managed after transfer; and
- You are not relying on Coinbase Capital Markets or any of its affiliates, or on any communication relating to ACATS, as a recommendation or fiduciary advice.

Any investment decisions you make using or following an ACATS transfer are your sole responsibility.

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## 10. Disclaimers; Limitation of Liability; Indemnity

**10.1 “As-Is” Basis.** To the maximum extent permitted by Applicable Law, the ACATS functionality and any related tools or integrations (including with Third-Party Service Providers) are provided on an **“as-is” and “as-available”** basis, without any warranties of any kind, whether express, implied, or statutory, including without limitation warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

**10.2 No Liability for Certain Losses.** To the maximum extent permitted by Applicable Law, Coinbase Capital Markets and its affiliates, and their respective officers, directors, employees, and agents, **will not be liable** for any indirect, incidental, special, consequential, or punitive damages (including, without limitation, lost profits, lost opportunities, trading losses, or damages resulting from delays, errors, or interruptions in transfers) arising out of or relating to:

- Your use of, or inability to use, ACATS as it relates to Coinbase Capital Markets involvement;

- Actions or omissions of the Delivering Firm or Third-Party Service Provider, or any other third party;
- Inaccurate, incomplete, or delayed information provided by you, the Delivering Firm, a Third-Party Service Provider, or any other third party;
- Market movements or changes in the value of assets before, during, or after the transfer process; or
- Any other matter relating to ACATS,

even if we have been advised of the possibility of such damages.

**10.3 Limitation of Direct Damages.** To the extent Coinbase Capital Markets is found liable to you in connection with an ACATS transfer, and unless prohibited by Applicable Law, our aggregate liability will be limited to the **lesser of** (a) the amount of direct damages actually incurred by you and (b) the total amount of any ACATS-specific fees you paid to Coinbase Capital Markets in connection with the transfer at issue.

**10.4 Indemnity.** To the maximum extent permitted by Applicable Law, you agree to **indemnify, defend, and hold harmless** Coinbase Capital Markets and its affiliates, and their respective officers, directors, employees, and agents, from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your breach of these ACATS Terms or any Platform Agreement;
- Your violation of Applicable Law in connection with any transfer;
- Any inaccurate or incomplete information you provide in connection with a transfer; or
- Any claim by a third party (including the Delivering Firm) arising from Coinbase Capital Markets' good-faith reliance on your transfer instructions.

This indemnity is in addition to, and does not limit, any indemnity or limitation of liability set forth in the Platform Agreements.

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## 11. Relationship to Platform Agreements; Changes to These Terms

11.1 **Platform Agreements.** These ACATS Terms supplement, and are subject to, the Platform Agreements. Without limiting the foregoing:

- Any **arbitration, forum selection, governing law, class-action waiver, and other dispute-resolution provisions** in the Platform Agreements apply to disputes arising under or relating to these ACATS Terms and your use of ACATS.
- Any **notices, electronic delivery consents, and amendment procedures** set forth in the Platform Agreements apply equally to these ACATS Terms.

11.2 **Changes to ACATS Terms.** Subject to Applicable Law and the Platform Agreements, Coinbase Capital Markets may amend, update, or otherwise change these ACATS Terms at any time. We may provide notice of changes by posting updated terms, by electronic means, or by any other method permitted under the Platform Agreements. Your continued use of ACATS after any such change constitutes your acceptance of the updated ACATS Terms.

11.3 **Termination or Suspension.** We may suspend or terminate your ability to initiate inbound ACATS transfers at any time, with or without notice, including where we determine in our sole discretion that such action is appropriate for risk, compliance, operational, or other reasons. Termination or suspension of ACATS does not affect your other obligations to Coinbase Capital Markets or the enforceability of the Platform Agreements.

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## 12. Miscellaneous

12.1 **Severability.** If any provision of these ACATS Terms is held invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect, and the invalid, illegal, or unenforceable provision will be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving, to the extent possible, the parties' original intent.

12.2 **No Waiver.** No failure or delay by Coinbase Capital Markets in exercising any right, power, or remedy under these ACATS Terms or the Platform Agreements will operate as a waiver of that or any other right, power, or remedy.

12.3 **Assignment.** You may not assign or transfer any of your rights or obligations under these ACATS Terms without our prior written consent. Coinbase Capital Markets may assign or

transfer its rights and obligations under these ACATS Terms to an affiliate or successor without your prior consent, to the extent permitted by Applicable Law and the Platform Agreements.

**12.4 Headings.** Headings and section titles in these ACATS Terms are for convenience only and do not affect the interpretation of any provision.

**12.5 Contact.** If you have questions about an ACATS transfer or these ACATS Terms, please contact Coinbase Capital Markets through the channels described in your Platform Agreements or on our website.