

## SCHEDULE C-2

Last Modified: December 10, 2025

### ELECTRONIC TRADING AGREEMENT

These Electronic Trading Terms (this “Agreement”) set forth the terms and conditions under which you and BitGo Bank & Trust, National Association, a national banking association chartered under the laws of the United States and authorized by the Office of the Comptroller of the Currency (“BitGo Trust”) 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. BY CLICKING THE “ACCEPT” BUTTON/CHECKING THE “ACCEPT” BOX AND USING THE TRADING SERVICES, CLIENT ACCEPTS THIS AGREEMENT AND AGREES TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE TRADING SERVICES. You and BitGo Trust are sometimes referred to in this Agreement as a “Party” and together, the “Parties.”

Please read this Agreement carefully. By using the Trading Services, you represent and warrant that you are at least 18 years old, and affirm that you have read, understand, and agree to be bound by this Agreement. If you do not agree to this Agreement, you may not use the Trading Services.

**Notice Regarding Claims: This Agreement contains provisions that govern how disputes between you and BitGo Trust are resolved, including an agreement to arbitrate, which will require you to submit claims against us to binding and final arbitration and limit you to claims against BitGo Trust on an individual basis.**

#### 1. Introduction

Each Party may enter spot Digital Asset purchase and sale transactions (“Transactions”) with the other Party. 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 Trust may 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 Trust may engage in Transactions by which BitGo Trust and you communicate using means other than the Trading System, with BitGo Trust recording the resulting Transaction into the Trading System on your behalf.

#### 2. Relationship of Parties

The Parties acknowledge and agree that when entering into Transactions with each other, each Party will be transacting for its own account, in a principal capacity, and in an arm’s-length role in relation to each other. Neither Party will be providing any service to the other Party or to any other person or entity. Each Party will enter Transactions solely for its own respective benefit and not for the purpose of benefiting the other Party, such as by providing a service to the other Party. The Parties will not act as each other’s agent, fiduciary, or advisor and shall have no duties to each other, except to settle any agreed Transactions, and as otherwise specified in a written agreement signed by both Parties.

BitGo Trust may contemporaneously engage in offsetting Transaction(s) with a third party(ies) (a “Riskless Principal Transaction”), and when engaging in such Riskless Principal Transactions, BitGo Trust is not obligated to identify the ultimate source of liquidity. Rather, you will face BitGo Trust as the

contra-party to every Transaction. Further BitGo Trust is not obligated to price a Transaction equal to a corresponding Riskless Principal Transaction. For more information, please read the Principal Trading Disclosure as provided as an attachment to this Agreement.

### **3. Eligibility for Trading Services**

To be eligible for Trading Services with BitGo Trust, you must also have executed a Custodial Service Agreement with us. BitGo Trust offers custodial services, including clearing and settlement services (“BitGo Trust Settlement Services”) that are separate and apart from the Trading Services offered by BitGo Trust. However, as explained in this Agreement, the Parties use the BitGo Trust Settlement Services to settle Transactions – just as any two BitGo Trust clients may opt to do. BitGo Trust has built its Trading System to integrate with BitGo Trust Settlement Services.

You attest to a level of knowledge, experience, and trading sophistication that is appropriate to engage in the Trading Services, and further, assume the risk that is inherent with such activity.

### **4. Trading System; Trade Requests**

BitGo Trust may provide you with 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 the terms and conditions of 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 Trust. As described in Annex A–Executions (“Annex A”) hereto, Transactions may be executed via (a) a request to purchase or sell a specified cryptocurrency (a “Trade Request”) process or (b) through a selection of a streaming price provided through an application programming interface (an “API”).

Unless explicitly stated otherwise, prices communicated electronically, verbally, or otherwise by BitGo Trust do not constitute offers to trade but rather are indications of interest subject to further review by BitGo Trust. Your Trade Request becomes a binding offer to execute a Transaction. Upon receipt of your Trade Request to execute a Transaction at a price and quantity, whether in response to an indication of interest or otherwise, BitGo Trust will determine whether, and at what price, to accept all or any part of your Trade Request, after assessing that Trade Request against a variety of pre-trade factors. These factors may include, among others, available inventory, liquidity, prevailing market prices, anticipated loss or gain based on BitGo Trust’s analysis of the market and the BitGo Trust’s trading experience with you and/or other market participants, credit and product terms, and filters BitGo Trust may employ. These factors may be changed from time to time without notice to you and may differ from those applied to other counterparties. Due to the speed of the market and execution delays, the price available for execution of any Transaction with you may change between the time of submission of your Trade Request and the time that you receive a response to your Trade Request, even if the lapse of time is small. This may result in rejection of all or part of your Trade Request, including in cases where the market has moved favorably to you, even though we may choose to accept Trade Requests where the market has moved favorably to us. If we determine to execute, the costs or benefits of any price changes may, in our discretion, be retained by us.

### **5. Transaction Settlement**

If BitGo Trust and you have agreed 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 both Parties agree in writing otherwise. Unless otherwise

agreed, all Transactions shall utilize and be settled through the BitGo Trust Settlement Services and you agree that Transactions may be settled by BitGo Trust on an aggregated or net basis.

## **6. Transaction Limits**

You must have sufficient funds or Digital Assets prior to completing the Transaction. If you do not have a sufficient balance of funds or Digital Assets, no Transaction may be executed or completed, and we may reject, cancel, or refuse to process any related orders or Trade Requests, unless otherwise agreed.

BitGo Trust may also develop and maintain filters to prevent Transactions that do not comply with financial, operational, and risk control requirements.

## **7. Use of the Trading Services.**

BitGo Trust may at any time, in its sole discretion, restrict the number of users that you authorize to access the Trading Services on your behalf ("Authorized Users").

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

You may not make the Trading Services available in any form to any person or entity without the prior written consent of BitGo Trust. You may not rent, sublicense, sell or lease, directly or indirectly, the Trading System or any portion thereof to any third party, and 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 Trust or in derogation of BitGo Trust'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 Trust 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 Trust 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.

Regardless of any other provision of this Agreement, BitGo Trust has the right to suspend or terminate (at any time, with or without cause or prior notice) all or any part of the Trading Services, or your access to them, for any reason, including but not limited to, changing the features or functionality of the Trading Services, or changing the limits on the trading you may conduct through the Trading Services, all without any liability to you. You understand it can have no expectation of any use or continued use of the Trading Services.

## **8. License**

BitGo Trust hereby grants you, for the term of this Agreement, a limited, non-exclusive, revocable, non-transferable and non-sublicensable license to use (and allow its Authorized Users to use) the Trading

System pursuant to this Agreement. BitGo Trust 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 Trust's rights under the intellectual property laws of the United States or any other jurisdiction or under any other federal, state, or foreign laws.

## **9. 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 Trust (collectively, "Access Methods"). You are solely responsible for ensuring that your Access Methods are known to and used by only your Authorized Users. You agree to comply with any procedures established by BitGo Trust for the pre-approval and authorization of Authorized Users. You acknowledge that BitGo Trust, in its sole discretion, may deny access to the Trading Services to any user 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 or any Authorized Users 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 Trust's willful misconduct. All instructions or transmissions generated by use of your Access Methods will be deemed to be authorized by you and made by an Authorized User whether or not BitGo Trust acknowledges receipt of such transmission and BitGo Trust shall be entitled to act in reliance on such deemed authorization, unless due to BitGo Trust's willful misconduct. If any of your Access Methods have been modified, lost, stolen or compromised, you will promptly notify BitGo Trust. 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 become aware or experience with the Trading Services. In the event of a dispute, BitGo Trust's communications and transactions log of all static quotes, streaming quotes, and other quotes, Transactions and communications regarding Transactions by you or its Authorized Users or their Access Methods (the "Transactions Log") will be conclusive evidence of the communications contained in them. You agree not to contest the validity or enforceability of the Transactions Log in any legal proceedings between the Parties. (c) If you believe that there has been unauthorized access, please contact us immediately at [support@bitgo.com](mailto:support@bitgo.com).

## **10. Security Credentials**

It is your sole responsibility to control, monitor, and restrict the Access Methods. You shall be bound by all Instructions communicated to the Trading System using the Access Methods, and BitGo Trust shall have no obligation to verify whether any such instruction has been duly authorized. If you learn that the Access Methods may have been compromised, you shall immediately notify BitGo Trust. You shall be responsible for any Instructions sent using the Access Methods until you notify BitGo Trust and BitGo Trust has disabled the compromised Access Methods.

## **11. Reversals; Cancellations**

You cannot cancel, reverse, or change any Transactions.

## **12. Commissions and Fees**

Except as provided for herein or as expressly agreed upon by the Parties, you shall not pay any commissions and transaction, processing and other fees, including federal, state, and local taxes, to BitGo Trust.

### **13. Statements and Receipts**

BitGo Trust 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 Trust may also electronically provide you with periodic statements that contain information regarding your trading activity (“Statements”).

### **14. Errors or Unauthorized Access**

(a) Errors may sometimes occur, and such errors may impact the result of a given Transaction. BitGo Trust 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 the prevailing market prices at the time of the Transaction; and (ii) Transaction prices resulting from executions where BitGo Trust’s bid was greater than its offer at the same Transaction Time. BitGo Trust shall notify you within twenty-four (24) hours from the time of the corresponding Confirmation if an erroneous Transaction is identified. BitGo Trust, within its sole discretion, may reasonably declare the Transaction null and void or both Parties may agree to modify the Transaction.

(b) 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](mailto:bp.liquidity@bitgo.com). Should you identify an erroneous Transaction, you must notify BitGo Trust 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 (30) calendar days unless we inform you otherwise. BitGo Trust, within its sole discretion, may determine whether an erroneous Transaction occurred and may declare the Transaction null and void or both Parties may agree to modify the Transaction.

### **15. Confidentiality; Information Handling**

(a) BitGo Trust 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 and other BitGo Trust 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 Trust 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.

(b) 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. The terms of this Agreement are the Confidential Information of each party. 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 Recipient, (ii) information that 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 Recipient without the use of or reference to Confidential Information of Discloser.

(c) Notwithstanding the foregoing, Recipient may disclose Confidential Information of Discloser to the extent required under applicable law, rule or regulation; 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 Trust shall be considered a third party; provided that BitGo Trust causes such entity to undertake the obligations in this Section 15.

(d) “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 applicable law, rule 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.

## **16. Prohibited Uses**

Your access to the Trading Services and any transactions you make are subject to this Agreement, including the BitGo Trust Trading Rules, and BitGo Trust’s policies, 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 forth at <https://www.bitgo.com/bitgo-prohibited-uses-and-businesses-terms/>.

## **17. Digital Asset Software Protocols**

You agree and acknowledge that BitGo Trust 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 Trust is not responsible for operation of the underlying software protocols that govern the operation of the Digital Assets and (ii) BitGo Trust 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 Trust shall have the right, in its sole discretion and without prior notice, to temporarily suspend the Trading Services, and may determine it will not support any particular Fork in the underlying software protocols. BitGo Trust will notify you of any modifications to its Trading Services in connection with a Fork by posting on the Trading System or emailing you. BitGo Trust 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 Trust’s determination to support or not support any modified software protocol.

## **18. Provision of Market Data**

We may convey to you by telephone, electronic, or other means the last sale transaction data, bid and asked quotations, news reports, analysts’ reports or research, or other information relating to Digital Assets and the Digital Assets markets (collectively referred to in this section as “market data”). We may charge a fee for providing these 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 Trust.

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.

The market data are provided “as is” and on an “as available” basis. 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.

## **19. Disclaimer of Warranties**

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 TRUST SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. BITGO TRUST DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE TRADING SYSTEM, ANY PART OF THE BITGO TRUST TRADING SERVICES, OR ANY OF THE

MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

**20. Limitations of Liability**

BITGO TRUST 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 TRUST'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

WITHOUT LIMITATION OF THE FOREGOING, BITGO TRUST 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 TRUST 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 TRADING SYSTEM OR ANY API IS SOLELY AT YOUR OWN RISK. NEITHER BITGO TRUST NOR ANY OF ITS AFFILIATES, OFFICERS, EMPLOYEES, OR AGENTS ("BITGO PARTIES") 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 TRADING SYSTEM OR ANY API OR THE INFORMATION PROVIDED THROUGH THE TRADING SYSTEM OR 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 TRUST'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 THE BITGO TRUST'S AFFILIATES AND BITGO TRUST'S SERVICE PROVIDERS, OR ANY OF THEIR



RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS, EMPLOYEES OR REPRESENTATIVES, AND DO NOT APPLY WHERE LIMITED BY APPLICABLE LAW.

## **21. Indemnification**

You agree to defend, indemnify and hold harmless BitGo Trust, the BitGo Parties, its and their licensors and service providers, and each of its or their respective officers, directors, agents, service providers, employees and representatives, harmless from and against any and all 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. This obligation will survive any termination of the Agreement.

## **22. 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.

## **23. Termination**

Regardless of any other provision of this Agreement, BitGo Trust has the right to change the nature or composition of the Trading Services at any time, without prior notice. However, we will use reasonable efforts to provide you advance notice of material changes. BitGo Trust may close or suspend access to the Trading System, or terminate or suspend your access to any feature, at any time, without prior notice; provided, BitGo Trust will use reasonable efforts to provide thirty (30) days' prior notice of such suspension, closure, or termination. Such termination or suspension may include declining to accept orders or balance transfers, and cancelling transactions. Regardless of how or when your access is closed, you will remain responsible for all charges, debit items or other transactions you initiated or authorized, whether arising before or after termination. Final disbursement of assets may be delayed until any remaining obligations or indebtedness have been satisfied. You may terminate this Agreement at any time by ceasing your access to and use of the Trading Services. Upon termination of this Agreement for any reason all licenses and rights granted to you under this Agreement will also terminate. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive termination.

## **24. 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."

## **25. Governing Law**

All matters arising in connection with the Agreement and the Trading Services will be governed by and construed in accordance with the laws of the State of New York.

## **26. Assignment**

We may assign our rights and obligations under this Agreement without restriction, including to any subsidiary, affiliate, or successor by merger or consolidation. You may not assign your rights or obligation under this Agreement. Any attempted transfer or assignment by you in violation hereof will be null and void. Notwithstanding the foregoing, this Agreement is binding upon you and your heirs, executors, administrators, successors, and assigns.

## 27. Entire Agreement

This Agreement and the terms contained on the Trading Activity Confirmations, and any other statements and confirmations sent to you by or on behalf of BitGo Trust, together with the terms of use available at <https://www.bitgo.com/legal/bitgo-terms-of-use/> (the “Online Terms”) and the privacy policy available at <https://www.bitgo.com/legal/bitgo-privacy/> comprise the entire understanding between you and BitGo Trust 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 this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this 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.

## 28. Dispute Resolution.

(a) **Mandatory Arbitration.** In the event of a Dispute (as defined below), such Dispute shall be settled by arbitration as outlined in this Section 26.

(b) **No Class Action.** CLIENT AGREES THAT ANY CLAIMS WILL BE ADJUDICATED SOLELY ON AN INDIVIDUAL BASIS, AND CLIENT WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER JOINT ACTION WITH RESPECT TO ANY CLAIMS THAT MAY ARISE UNDER THIS AGREEMENT OR THE PROVISION OF SERVICES.

(c) **Arbitration Disclosure.** ARBITRATION IS FINAL AND BINDING ON THE PARTIES. THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL. PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS. THE ARBITRATOR WILL ISSUE A REASONED AWARD.

(d) **Arbitration Agreement.** Unless otherwise specified, any dispute, claim or controversy between the Parties relating to this Agreement (“**Dispute**”) will be resolved through binding arbitration conducted in accordance with the Arbitration Rules of the American Arbitration Association (“**AAA**”). All arbitration proceedings will be closed to the public and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The arbitration will be conducted before a single arbitrator selected jointly by the Parties. If the Parties are unable to agree upon an arbitrator, then the AAA will choose the arbitrator. The language to be used in the arbitral proceedings will be English. The arbitrator will be bound to the strict interpretation and observation of the terms of this Agreement and will be specifically empowered to grant injunctions and/or specific performance and to allocate between the Parties the costs of arbitration, as well as reasonable attorneys’ fees and other costs, in such equitable manner as the arbitrator may determine. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event will a demand for arbitration be made after the date when institution of a legal or equitable proceeding based upon such Dispute would be barred by the applicable statute of limitations. Any such arbitration will be conducted in New York, New York, or at such other location as may be agreed to by the Parties and arbitrator. Notwithstanding the foregoing, each Party acknowledges that a breach of this Agreement may cause the other Party irreparable injury and damage and therefore may be enjoined through injunctive or other equitable proceedings in addition to any other rights and remedies which may be available to such other

Party at law or in equity, and each Party hereby consents to the jurisdiction of any federal or state courts located in New York, New York with respect to any such Dispute. The Parties expressly waive any objection based on personal jurisdiction, venue or forum non conveniens. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1 *et. seq.*, governs the interpretation and enforcement of this provision. Under this arbitration provision, the arbitrator will not be bound by rulings in prior arbitrations involving different customers but is bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(e) **Notice of Dispute and Arbitration Procedures.** A Party who intends to pursue a Dispute must first send to the other a letter describing the Dispute and containing the information described below (a “**Notice of Dispute**”). Any Notice of Dispute sent to Custodian should be addressed and sent to:

Attn: Notice of Dispute  
legal@bitgo.com

Any Notice of Dispute sent to Client by Custodian will be sent to the email address and/or address in our records that is associated with your Account at the time the Notice of Dispute is sent. The Notice of Dispute must: (i) describe the nature and basis of the Dispute; (ii) set forth the specific relief sought; (iii) set forth the name and address of the claimant; and (iv) identify the Account to which the Dispute relates. If the Parties do not reach an agreement to resolve the Dispute described in the Notice of Dispute within sixty (60) days after the Notice of Dispute is received, the Parties may commence an arbitration proceeding with the AAA. No Party will disclose to the arbitrator the existence, amount, or terms of any settlement offers made by any Party until after the arbitrator issues a final award resolving the Dispute.

A form for initiating arbitration proceedings is available on the AAA’s website at <http://www.adr.org>.

The arbitration will be governed by the AAA’s Commercial Dispute Resolution Procedures, as amended from time to time (the “**AAA Rules**”) or as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <http://www.adr.org>, by calling the AAA at 1-800-778-7879, or by writing to the notice address provided above.

If the value of the relief sought (by any Party) is \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the value of the relief sought (to any Party) exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

## **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.

### **30. Waiver**

Any waivers of rights by BitGo Trust under this Agreement must be expressed in writing and signed by BitGo Trust. A waiver will apply only to the particular circumstance giving rise to the waiver and will not be considered a continuing waiver in other similar circumstances unless the intention to grant a continuing waiver is expressed in writing. Our failure to insist on strict compliance with this Agreement or any other course of conduct on our part shall not be considered a waiver of our rights under this Agreement.

### **31. Changes to this Agreement**

From time to time, we may change this Agreement. If we materially change this Agreement, we will inform you by posting the revised terms within the Trading System or by emailing you at the email address provided by you upon registration. Those changes will go into effect on the Last Modified Date shown in the revised Agreement. By continuing to use the Trading Services, you agree to the revised Agreement. If you object to any such changes, your sole recourse shall be to cease using the Trading Services.

### **DISCLOSURES**

Please note the following disclosures associated with virtual currency:

- Virtual currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections.
- Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of virtual currency.
- Transactions in virtual currency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- Some virtual currency 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 virtual currency may be derived from the continued willingness of market participants to exchange fiat currency for virtual currency, which may result in the potential for permanent and total loss of value of a particular virtual currency should the market for that virtual currency disappear.
- There is no assurance that a person who accepts a virtual currency as payment today will continue to do so in the future.
- The volatility and unpredictability of the price of virtual currency relative to fiat currency may result in significant loss over a short period of time.
- The nature of virtual currency may lead to an increased risk of fraud or cyber-attack.
- The nature of virtual currency means that any technological difficulties experienced by BitGo Trust may prevent the access or use of a customer's virtual currency.
- Any bond or trust account maintained by BitGo Trust for the benefit of its customers may not be sufficient to cover all losses incurred by customers.

## Principal Trading Disclosure

BitGo Trust conducts these activities strictly as principal. BitGo Trust 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 BitGo Trust'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.

## Pricing Factors

BitGo Trust'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 BitGo Trust traded or may have been able to trade with its other counterparties. Such prices or spreads may differ from the prices or spreads that BitGo Trust 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 BitGo Trust'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 Trust anticipates that you will, based on your trading history, be more likely to buy or sell), BitGo Trust'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 Trust (after taking into consideration the impact on financial resources such as balance sheet, risk weighted assets, liquidity, funding and other items that may impact BitGo Trust's capital positions) and the nature of our relationship with you including the level of service that we provide to you. In addition, BitGo Trust considers other factors, including prevailing market conditions, BitGo Trust's risk profile, inventory and risk appetite. BitGo Trust's provision of principal liquidity is therefore not independent from the interests of BitGo Trust, which may conflict with, diverge from or adversely impact your interests. BitGo Trust 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 Trust may have a stake in or other relationship with trading venues and clearing systems on which BitGo Trust 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 Trust's participation in incentive schemes of such trading venues and clearing systems.

## Order Handling

When BitGo Trust accepts an order from you or conveys that it is "working" an order for you, BitGo Trust will attempt, but is not committed, to execute the trade at or near the requested price and/or quantity. BitGo Trust attempts to execute orders when it expects to make an appropriate return on the transaction, considering 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 Trust's receipt of an order nor any indication given that BitGo Trust is working an order creates a contract obligating BitGo Trust 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 Trust will complete your transaction at the requested order price or quantity level (after considering any spread or similar adjustment reflecting BitGo Trust's return on the transaction) or that there exists a tradable market at that level. BitGo Trust 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 risk management activities. BitGo Trust retains discretion as to how to satisfy such competing interests, including with respect to order execution, fill quantity, aggregation, priority and pricing. BitGo Trust 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 Trust may execute transactions as part of its 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 Trust may hedge its exposure resulting from orders against internal or external sources of liquidity. If the entire combined order is not executed at the same price, BitGo Trust 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.

#### 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 Trust 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 Trust as principal, not as agent for you, could be at different prices from the price at which BitGo Trust 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 Trust.

This disclosure may be updated from time to time and made available through <http://www.bitgo.com> together with other important disclosures which you should review to the extent applicable to your relationship with BitGo Trust.

## **ANNEX A – EXECUTIONS**

This Annex A – Executions shall constitute a part of, and is hereby incorporated into, that certain Electronic Trading Agreement between BitGo Bank & Trust, National Association ("BitGo Trust") and you (the "Agreement"). Capitalized terms which are not defined herein shall have the meanings assigned to them in the Agreement.

#### **Execution Via a Trade Request:**

You may provide BitGo Trust with a Trade Request via telephonic and/or electronic communication (including via the Trading System or an API). Upon receipt of a Request, BitGo Trust may provide you

with 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 cryptocurrency (a “Price Quote”). You must immediately accept a Price Quote, 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 accept the Price Quote, a transaction will be deemed to have been executed, on the terms set forth in the Price Quote, only at the time BitGo Trust confirms the execution (a “Confirmation of Execution”) via electronic and/or telephonic communication. If BitGo Trust 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 Trust shall send you a trade confirmation in accordance with Section 13 of these Terms.

### **Execution Via Selection of Streaming Prices:**

BitGo Trust 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 submit 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 Trust confirms the execution (a “Transaction Confirmation”) via the API or another method. Following the Transaction Confirmation, BitGo Trust 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) the Payment Amount (as defined below); 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 an “as is” basis for its internal use only and only Authorized Users shall access the API; (b) you shall, and shall cause each Authorized User 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 assume all risk and bear 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 Trust and you shall have no right to use the API Information, except as expressly permitted by the Online Terms. Distribution of API Information is expressly prohibited; (d) BitGo Trust may deny your access to the API at any time and without notice, for any reason including, but not limited to BitGo Trust’s belief that such access is in violation of these Terms; (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 Trust 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 Trust has no responsibility for your transmissions that are inaccurate or not received by BitGo Trust; and (h) BitGo Trust makes no warranty, express or implied, concerning the API or with respect to any data or information made available through the API and BitGo Trust expressly disclaims any implied warranties of merchantability or fitness for a particular purpose, including any warranty for the use of the API with respect to its correctness, quality, accuracy, completeness, reliability, performance, timeliness, continued availability or otherwise.

