

OTC TERMS

Last Updated: 21 June 2023

These Lightbit OTC Terms (the “**OTC Terms**”) shall apply to all OTC Transactions entered into between Lightbit and you.

All terms and references used in these OTC Terms that are not defined herein shall have the meaning given to them in the General Terms, as updated from time to time. Where a term is defined both in the General Terms and in these OTC Terms, for the purposes of these OTC Terms only, the definition in these OTC Terms shall prevail.

These OTC Terms shall be supplemental to and is to be read together with the General Terms. References in the General Terms to the Lightbit Services and/or transactions shall include references to OTC Transactions and the related Services contemplated hereunder. In the event of any conflict or inconsistency between these OTC Terms and the General Terms, these OTC Terms shall prevail with respect to the Services contemplated hereunder unless expressly stated otherwise.

This version of these OTC Terms shall replace and supersede any previous OTC Terms between us with respect to OTC Transactions and any previous versions of the OTC Terms that may have been accepted through, or otherwise made available on, the Platform. By entering into OTC Transactions, you confirm your acceptance of these OTC Terms and the General Terms.

1. Definitions and Interpretation

“**Accepted Order**” has the meaning given to it in clause 4.2.

“**Agreed Communication Channel**” means such methods of communication as approved by Lightbit and agreed between you and Lightbit from time to time, which are listed in Section 27 of the General Terms, and, if available, the Platform. Lightbit may withdraw the use of an Agreed Communication Channel at any time for any reason.

“**Expiry Time**” has the meaning given to it in clause 4.3.

“**Manifest Error**” means any error, omission or misquote (whether an error of Lightbit or any third party) which is manifest or palpable, including a misquote by any representative of Lightbit taking into account the current market and currently advertised quotes, or any error or lack of clarity of any information, source, commentator, official, official result or pronunciation. The fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or trade in reliance on a transaction entered into with Lightbit (or that you have suffered or may suffer any loss whether direct, indirect, consequential or

otherwise) is deemed irrelevant as a factor and shall not be taken into account in determining whether a situation amounts to a Manifest Error.

“Order” means an instruction issued by you to Lightbit through an Agreed Communication Channel in such form as specified by Lightbit from time to time, which shall constitute a request to enter into an OTC Transaction on the basis of the parameters as set out in the Order.

“OTC Services” means the provision of Prices by Lightbit to you, your submission of Trade Instructions and/or Orders, and the entry into OTC Transactions, and any related services provided by Lightbit or any Lightbit Affiliate or third party in connection therewith.

“OTC Transaction” means any bilateral over the counter transaction in Digital Assets entered into between Lightbit and you pursuant to a Trade Instruction or an Order submitted by you (or on your behalf) to Lightbit through an Agreed Communication Channel.

“Platform” means the digital platform made accessible via any website, page, feature, or content owned or operated by Lightbit, any mobile application developed or provided by Lightbit or any API made available to you or third-party applications relying on such an API or by such other means as Lightbit may prescribe from time to time for the use of Lightbit Services.

“Price” has the meaning given to it in clause 2.1.

“Price Request” means a request made by you through an Agreed Communication Channel for a Price.

“Products” means such products as Lightbit enables you to trade in from time to time for the purposes of the OTC Services, which may include (without limitation), spot transactions in certain Digital Assets as permitted from time to time by Lightbit and such other products as permitted in Lightbit’s sole discretion.

“Related Persons” has the meaning given to it in clause 7.2(a).

“Trade Confirmation” has the meaning given to it in clause 3.7.

“Trade Instruction” means a trade request or instruction issued by you to Lightbit through an Agreed Communication Channel in such form as specified by Lightbit from time to time, which shall constitute an offer made by you to enter into an OTC Transaction on the basis of a Price provided by Lightbit

“Trading Limits” has the meaning given to it in clause 5.7.

2. Prices

- 2.1 Lightbit may provide indicative prices in OTC Transactions in such Products as agreed from time to time (“Prices”). Prices will be provided in response to a Price Request through an Agreed Communication Channel and will consist of either a bid price and an offer price or both a bid price and an offer price, as determined by Lightbit in its sole discretion. You acknowledge and agree that Lightbit shall determine Prices in its sole discretion and may discontinue providing Prices in some or all Products or some or all Digital Assets and/or cease the use of an Agreed Communication Channel at any time for any reason. Lightbit provides no representations as to the accuracy or fitness for purpose of any Agreed Communication Channel, nor does Lightbit accept any responsibility for any Loss incurred by you arising out of or in connection with your use of an Agreed Communication Channel.
- 2.2 Lightbit shall have sole discretion as to whether it wishes to respond to a Price Request. The provision of a Price by Lightbit, whether following a Price Request or otherwise, does not constitute an offer to you to enter into an OTC Transaction at that Price, nor does it obligate Lightbit to accept any subsequent Trade Instruction submitted by you.
- 2.3 Prices are proprietary in nature and so the Prices made available by Lightbit may differ to other prices provided in the relevant Digital Assets by other providers. Prices are subject to constant change and whilst Lightbit seeks to provide Prices that are up to date, circumstances may arise where Prices provided are invalid by the time that a Trade Instruction is received by Lightbit in relation to that Price. Lightbit shall determine how long Prices remain valid in its sole discretion. A Trade Instruction submitted in relation to a Price that is no longer valid will be rejected.
- 2.4 You acknowledge that the Prices are provided solely for your use of the OTC Services and you may not communicate or otherwise use the Prices for any other reason without the prior consent of Lightbit unless otherwise provided herein.
- 2.5 You acknowledge that any Price provided by Lightbit may be inclusive of bid-ask spread and/or a mark-up determined by Lightbit to be appropriate for you and the type of OTC Transactions. Lightbit is not under any obligation to disclose the specific amount of any bid-ask spread and/or mark-up to you (unless otherwise agreed in writing or required by law).

3. Trade Instructions

- 3.1 To enter into an OTC Transaction on the basis of a Price provided by Lightbit, you may do so by entering a Trade Instruction. Each Trade Instruction must include such details as requested from Lightbit from time to time, depending on the type of OTC Transaction you are looking to enter into, including (without limitation), the relevant trading pairs, the Price (which must be latest Price received from Lightbit and shall not have expired or been withdrawn by Lightbit, provided that Lightbit may in its discretion execute a Trade Instruction which references a Price that has expired) and the applicable notional

amount (which shall be no less than any minimum amount and no more than any maximum amount that may be specified by Lightbit from time to time).

- 3.2 Lightbit shall have no obligation to accept any Trade Instruction and may do so in its sole discretion. Acceptance by Lightbit of any Trade Instruction which does not comply with all of the requirements set out in this clause 3 shall not obligate Lightbit to accept any subsequent non-confirming Trade Instruction.
- 3.3 Where any Trade Instruction is ambiguous or inconsistent with any other Trade Instruction, Lightbit shall be entitled to rely and act upon any Trade Instruction in accordance with any reasonable interpretation thereof which Lightbit believes in good faith to be the correct interpretation.
- 3.4 A Trade Instruction submitted by you or on your behalf through an Agreed Communication Channel constitutes an offer to enter into an OTC Transaction between you and Lightbit on the terms as set out in such Trade Instruction, which may be accepted or rejected by Lightbit in its sole discretion. Lightbit may reject a Trade Instruction for any reason and nothing in these OTC Terms or the General Terms (or otherwise) obliges Lightbit to enter into any OTC Transaction with you in response to a Trade Instruction. Lightbit may refuse to enter into any OTC Transaction, accept or otherwise act on any Trade Instruction without giving any reason or any notice to you. Lightbit shall be entitled (but not obliged) to verify and be satisfied with respect to the identity of the person purporting to give any Trade Instruction or the source and origin of any Trade Instruction and Lightbit may rely or act upon any Trade Instruction unless and until Lightbit is satisfied as to the matters on which Lightbit sought verification. A Trade Instruction which is not received by Lightbit for any reason, including the failure or delay of any Agreed Communication Channel, shall be deemed rejected. Once submitted to Lightbit, a Trade Instruction cannot be withdrawn, cancelled or amended by you once executed unless otherwise permitted by Lightbit in its sole discretion.
- 3.5 Execution of a Trade Instruction by Lightbit, which shall occur upon express confirmation by Lightbit to you through an Agreed Communication Channel that the related OTC Transaction is “done” or has otherwise been “executed”, will constitute a binding agreement to an OTC Transaction between Lightbit and you on the terms of the relevant Trade Instruction. You acknowledge and agree that, subject to the rights of Lightbit as otherwise set out in these OTC Terms, an OTC Transaction cannot be cancelled, amended or unwound once entered into without the consent of both parties regardless of whether the corresponding Trade Instruction was provided as a result of any inaccuracy or error by you, including in relation to the terms of the OTC Transaction.
- 3.6 Lightbit shall notify you of the execution of a Trade Instruction and entry into of an OTC Transaction through an Agreed Communication Channel but any failure or delay in providing such notice shall not affect the effectiveness of such OTC Transaction. If you do not receive a message through an Agreed Communication Channel indicating that a

Trade Instruction has been accepted and that an OTC Transaction has been entered into within promptly after submitting the Trade Instruction to Lightbit, you shall promptly contact Lightbit through an Agreed Communication Channel to confirm the status of the relevant OTC Transaction.

- 3.7 Upon agreement, Lightbit may provide you with a written confirmation, setting out the terms of the OTC Transaction (a **“Trade Confirmation”**). You shall be responsible for comparing any Trade Confirmation or other record of any OTC Transaction entered into between you and Lightbit pursuant to the OTC Services to your own records of OTC Transactions entered into with Lightbit and shall notify Lightbit of any discrepancies.

4. Orders

- 4.1 If permitted by Lightbit, you may submit Orders to Lightbit through an Agreed Communication Channel by specifying the terms of such Order in the manner as directed by Lightbit from time to time. In addition, you may request to amend or cancel existing Orders by contacting Lightbit through an Agreed Communication Channel provided such Orders have not been executed. Lightbit may in its sole discretion accept or reject any request to amend or cancel an Order. To the extent that Lightbit accepts your request to amend an existing Order, the amended Order will be treated as a new Order placed by you. Lightbit will execute Orders in accordance with these OTC Terms and any other terms provided in the General Terms.
- 4.2 Lightbit may in its sole discretion accept or reject any Order and any such acceptance or rejection shall be effective upon determination by Lightbit. Acceptance of an Order does not amount to a binding agreement between Lightbit and you and does not oblige Lightbit to enter into any OTC Transaction with you. An Order which has been accepted by Lightbit (an **“Accepted Order”**) may be subsequently returned to you in Lightbit’s sole discretion and Lightbit shall not be under any obligation to execute any OTC Transaction with you in response to an Order regardless of whether the Order is an Accepted Order.
- 4.3 An Accepted Order may be executed by Lightbit in whole or in part at any time after acceptance but no later than the latest time for execution (if any) specified by you (the **“Expiry Time”**). Any Order (or part of any Order) not executed prior to the Expiry Time shall expire at such Expiry Time. Execution of an Order (or part of an Order) by Lightbit (which shall be effected by execution of a transaction in the Digital Asset markets (which may be through the Platform, with a third party liquidity provider or with a Lightbit Affiliate) in respect of such Order) shall constitute a binding agreement to an OTC Transaction between you and Lightbit on the terms of such Order. Lightbit shall notify you of such execution through an Agreed Communication Channel but any failure or delay in providing such notice shall not affect the effectiveness of such OTC Transaction.

4.4 Lightbit provides no guarantee that any Order can be filled in its entirety as this depends on factors outside of Lightbit's control. Lightbit may add or remove types of Orders at its sole discretion.

5. OTC Transactions

5.1 Unless otherwise agreed, Lightbit will enter OTC Transactions as principal. You agree that you will enter into OTC Transactions as principal and not as agent on behalf of any other party, unless otherwise expressly agreed by Lightbit in writing. Subject to the foregoing, Lightbit's duties and obligations under these OTC Terms and any OTC Transaction shall be solely to you and, unless expressly agreed otherwise, Lightbit accepts no duties, obligations or responsibilities to any other party, regardless of whether Lightbit is made aware of any such third-parties.

5.2 You acknowledge and agree that the OTC Services are provided on a non-advised basis, meaning that Lightbit will not provide you with any advice as to the merits of any OTC Transactions. You acknowledge and agree that you are solely responsible for any decisions taken in respect of any Trade Instructions, Orders or OTC Transactions made. Lightbit will not provide you with any investment, legal, tax or other form of advice, nor can you request any such advice from Lightbit.

5.3 You acknowledge and agree that you bear sole responsibility for any reporting of OTC Transactions as may be required under Applicable Law and regulation and that Lightbit will not provide any infrastructure, support or assistance with respect to the reporting of OTC Transactions.

5.4 Lightbit offers no representation as to or guarantee of liquidity in any Digital Asset and you acknowledge and agree that Lightbit has no ability to control liquidity and that it takes no responsibility for any Loss experienced by you which is caused by or contributed to by illiquidity in any Digital Asset. You acknowledge and agree that you shall bear the sole responsibility and risk in relation to OTC Transactions entered into by you pursuant to these OTC Terms.

5.5 You acknowledge and agree that, if:

- a. Lightbit determines that one or more prices at which one or more OTC Transactions are executed differs materially from the prevailing market price for the relevant OTC Transaction(s) at such time, or are otherwise erroneous in nature (including without limitation inadvertently presenting a bid price as an offer price or vice versa), due to the transmission of one or more incorrect prices by Lightbit and/or in the event of extreme market volatility; or

- b. Lightbit has reason to believe that you have executed an OTC Transaction with improper intent or determines that there may be suspected market manipulation, including (with out limitation), capitalising on opportunities where the executable price of a Transaction does not reflect prevailing market rates, or taking unfair advantage of the way in which Lightbit offers prices,

then, in each case, Lightbit is authorised by you (without any payment or penalty due by either Lightbit or you and provided that such action is in compliance with Applicable Law) to either:

- i. cancel/void such OTC Transaction(s) and treat such OTC Transaction(s) as if they had never been entered into; or
- ii. amend the price(s) of such OTC Transaction(s) (upon notice from Lightbit to you of the amended price(s)) to reflect the prevailing market price(s) as at the relevant time, as determined by Lightbit by reference to an available source for fair market pricing.

5.6 If Lightbit cancels an OTC Transaction pursuant to the rights referred to in clause 5.5 above, Lightbit will reverse any transfers of Digital Assets that have been made to and/or from your Account in connection with such OTC Transaction as if that OTC Transaction had never taken place. If Lightbit amends an OTC Transaction pursuant to the rights referred to in clause 5.5 Lightbit will confirm the details of the amended terms of the OTC Transaction to you through an Agreed Communication channel and will affect such transfers of Digital Assets to and/or from your Account as are required to reflect the terms of the amended OTC Transaction. You acknowledge and agree that you shall be solely responsible for your own transactions with any third parties that may have been entered into in connection with or reliance on any OTC Transaction(s) that may be subject to any cancellation or amendment pursuant to Lightbit's rights in clause 5.5 above.

5.7 You acknowledge and agree that any Trade Instructions, Orders or OTC Transactions may be subject to risk and/or credit limits imposed by Lightbit from time to time which may be general or specific to you, may apply to all or certain Digital Assets only and at all times are imposed, amended, maintained or removed at the sole discretion of Lightbit ("**Trading Limits**"). Lightbit may reject, or cancel or amend any Trade Instruction or Order that, in its sole discretion, breaches or will breach a Trading Limit. Lightbit shall have no liability to you for any Loss incurred in connection with any Trade Instructions or Orders which are rejected, or cancelled or amended by Lightbit in circumstances where such Orders breach a Trading Limit. You undertake to cooperate with Lightbit and supply all information and data that Lightbit considers reasonably necessary to set appropriate Trading Limits with respect to the OTC Services.

5.8 You further acknowledge and agree that, in the absence of Manifest Error, Lightbit's records as to OTC Transactions entered into with you shall be final and conclusive. However, Lightbit may at any time rectify any error on any entry, statement, Trade Confirmation or advice which has been proved to its satisfaction, and may demand

immediate repayment from you of any Digital Assets erroneously paid over to you as a result of such error. Any and all objections by you shall not be valid unless accompanied by supporting evidence for such objections. You undertake and agree to maintain appropriate records of all Orders and OTC Transactions as required pursuant to Applicable Law.

- 5.9 Subject to Lightbit's rights as otherwise set out in this clause 5, a Trade Confirmation which does not accurately reflect the relevant OTC Transaction entered into via an Agreed Communication Channel: (a) does not affect the validity of the OTC Transaction which the Trade Confirmation evidences; and (b) where there is Manifest Error, does not entitle you to enforce whatever is inaccurately recorded in the Trade Confirmation.
- 5.10 Lightbit reserves the right to void or reverse from the outset any OTC Transaction involving or deriving from a Manifest Error or to amend the details of such OTC Transaction to reflect that which Lightbit considers in its sole and absolute discretion acting in good faith to be the correct or fair details of such a Transaction absent Manifest Error.
- 5.11 Without prejudice to the generality of the other Terms in these OTC Terms, and in the absence of fraud or bad faith, Lightbit shall in no circumstances be liable to you for any Loss or demand of whatsoever nature you may suffer or incur in connection with any Manifest Error howsoever arising, whether direct or indirect, special or consequential, including, but not limited to, loss of profit, loss of opportunity or even if Lightbit had been advised of the possibility of the same arising or that the same were reasonably foreseeable.
- 5.12 Lightbit shall bear no Loss and/or liability whatsoever for failing to accept any Trade Instruction and/or Order for exercising or failing to exercise any discretion, power or authority conferred upon Lightbit by these OTC Terms. Lightbit shall not be liable to you for any and all Loss incurred by you arising from any loss or delay in the transmission or wrongful interception of any Trade Instruction and/or Order through an Agreed Communication Channel, including any equipment or system owned and/or operated by or for Lightbit.
- 5.13 You agree to pay any applicable fees, expenses, charges and obligations related to your receipt of the OTC Services as specified by Lightbit from time to time, together with any other amounts payable to Lightbit under these OTC Terms, Custodial Terms and the other Terms.
- 5.14 All OTC Transactions are settled by way of a transfer of Digital Assets directly to and from your Account on a per trade basis. Netting will not be applied between multiple OTC Transactions unless otherwise agreed in writing between you and Lightbit. Lightbit may agree to permit settlement of OTC Transactions to and from an external wallet held by you outside of the Lightbit infrastructure, however is not obliged to do so. If Lightbit

permits settlement of OTC Transactions to an external wallet, you shall be solely liable for the payment of all fees and charges associated with such settlement and you undertake to fully reimburse Lightbit on demand for any fees, charges or Loss incurred in connection with such settlement.

5.15 Lightbit shall be under no obligation to provide valuations of OTC Transactions but if valuations are provided, they shall be for information purposes only and are intended solely for your own use. Unless expressly stated otherwise, any valuations will be indicative values based on mid-market levels from time to time on the date specified. Although valuations represent Lightbit's estimate of the current economic value of an OTC Transaction based upon mid-market levels, the valuations may also include adjustments to take account of, amongst other things, transaction size, market liquidity, and/or use of capital. For certain OTC Transactions, it may be necessary to make assumptions relating to future market conditions and derive valuations from internal proprietary models. Valuations based on different assumptions and/or models may yield different results. Any valuations provided by Lightbit with respect to OTC Transactions neither represent the actual terms at which new OTC Transactions could be entered into nor the actual terms at which existing OTC Transactions could be liquidated or unwound. Lightbit shall not be liable for any errors or omissions in computing or disseminating any valuation and shall not be liable for any Loss, claim or damages (whether direct, indirect, consequential or otherwise) which may arise to valuations provided to you that are used by you or any third party.

6. Representations and warranties

In addition and without prejudice to the representations and warranties made by the parties in the Terms, you hereby represent and warrant as follows each time you enter into an OTC Transaction: (a) You are capable of assessing the merits of and understanding (on your own behalf or through independent professional advice), and understand and accept the risks and the terms and conditions of the relevant OTC Transaction and are capable of assuming, and assume, the risks of that OTC Transaction; and (b) you are acting for your own account and have made your own independent decisions to enter into the relevant OTC Transaction and as to whether the OTC Transaction is appropriate and proper for you based on your own judgment and upon advice from such advisors as you have deemed necessary. You are not relying on any communication (written or oral) made by or on behalf of Lightbit as investment advice or as a recommendation to enter into the OTC Transaction, it being understood that information or explanations in relation to the terms of an OTC Transaction shall not be considered as investment advice or a recommendation to enter into that transaction. Lightbit is not acting as your fiduciary or adviser in connection with that OTC Transaction.

7. Limitations on liability

- 7.1 You acknowledge and agree that the use of an Agreed Communication Channel in connection with the OTC Services is entirely at your own risk and accordingly, you assume full responsibility and risk of loss resulting from or relating to such use.
- 7.2 Without prejudice to the foregoing and without prejudice to or duplication of any disclaimers, limitations or liability and indemnity provisions set out in the General Terms, and except to the extent that liability cannot be excluded under any applicable law or regulation, you acknowledge and agree that:
- a. neither Lightbit nor any of its affiliates, their respective directors, shareholders, member , officers, employees, attorneys, agents, representative, suppliers or contractors (“**Related Persons**”) shall be liable for any Loss, damage or claim of any kind whatsoever arising directly or indirectly as a result of: (i) any Price provided by Lightbit; (ii) any errors in or omissions from an Agreed Communication Channel; (iii) any failure of an Agreed Communication Channel to transmit, or any delay in the transmission or receipt of any Trade Instruction or Order, any rejection or non-execution of any Trade Instruction or Order, or any delay by you in the receipt of any notification (including any Trade Confirmation) confirming that any Trade Instruction or Order has or has not been executed; or (iv) any unauthorised access to or use of an Agreed Communication Channel;
 - b. neither Lightbit nor any Related Persons shall have any liability arising from Trade Instructions, Orders, investment decisions or purchases of any third party goods or services (including financial instruments and Digital Assets) based on any Price or any other information provided through an Agreed Communication Channel or otherwise;
 - c. under no circumstances shall Lightbit or any Related Persons be liable for any damages whatsoever, whether direct, indirect, punitive, special or consequential, that are directly or indirectly attributable to the use of, or inability to use, an Agreed Communication Channel or the OTC Services, even if advised of the possibility of such damages or if such damages were foreseeable;
 - d. neither Lightbit nor any Related Persons shall be liable for any failure to perform any obligation under these OTC Terms or for any delay in the performance thereof, due to force or condition beyond Lightbit’s reasonable control; and
 - e. the total aggregate liability of Lightbit and its Related Persons in connection with these OTC Terms and the OTC Services, whether based in contract, tort (including negligence or strict liability), or otherwise, will not exceed one hundred thousand U.S. Dollars (USD 100,000). The foregoing limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

