



## Terms & Conditions

### Digital Asset Brokerage, Perpetual Crypto-Futures Products, and Custody Services

These Terms & Conditions (the “General Terms”) are between you, as Client of **B2B Prime Services Bahamas Limited**, a company incorporated under the laws of the Commonwealth of The Bahamas, authorized and regulated by the Securities Commission of The Bahamas (“SCB”) under the Digital Assets and Registered Exchanges Act (“DARE Act”) with license number DARE-DAB-034, Company Registration Number 212219B, registered office at Aristo House, Sanford Drive, Nassau, The Bahamas (“Company”, “we”, “us”, “our”) and applies to the use of the Services (as defined below) provided by us.

#### Digital Asset Risk Disclosure

*Digital Asset Custody and Technology Risks: The Client acknowledges and understands that the custody and holding of digital assets (cryptocurrencies) involves specific and inherent risks. The Client’s assets may be held in a pooled or omnibus account together with the assets of other clients, while maintaining internal records identifying the positions attributable to each individual Client.*

*Digital assets are exposed to technological and cyber risks, including hacking, unauthorized access, theft or loss of cryptographic keys, software failures, blockchain network interruptions or congestion, blockchain forks, and other technical events that could result in the loss, delay, restriction, or decrease in value of digital assets. Furthermore, certain transactions may be irreversible.*

*The Company shall apply commercially reasonable security and custody measures; however, it does not guarantee the continuous availability or absolute security of blockchain networks, custodians, or third-party technological infrastructure. Except in cases of fraud or gross negligence, the Company shall not be liable for losses, technical failures, or decreases in value arising from events or incidents beyond its reasonable control.*

*Risk Warning Regarding Use of Assets and Leverage (Perpetual Futures): To trade Perpetual Futures and use leverage, the Client must transfer their assets into a ‘Margin Account’. IMPORTANT WARNING: The Client understands and accepts that, by allowing the use of their assets as collateral, they assume an extreme financial risk, including the potential loss of the entirety of their digital asset holdings. Leveraged trading amplifies losses and, in the event of rapid adverse market movements, the Client may lose the entire balance deposited in their account.*

*For more information, please refer to the Risk Disclosure Statement located on our Website.*

By clicking “I accept”, or using the Services, you agree to be legally bound by these General Terms.

#### 1. About these General Terms

- 1.1 **What these General Terms do.** These General Terms set the framework governing (i) Digital Assets brokerage and spot execution services; (ii) custody of Digital Asset services (iii) Perpetual Crypto-



Futures execution services, and (iv) Copy Trading services (the “Services”) that we will provide to you, and you can access to them via our Trading Platform.

- 1.2 **Execution-only.** We provide the Services strictly on an execution-only basis. We do not provide investment advice, trading recommendations, legal, tax, or accounting advice, and we do not act as fiduciary, portfolio manager, or discretionary manager unless we agree otherwise in a separate written agreement.
- 1.3 **Entire agreement.** These General Terms, together with the Schedules listed below and any documents expressly incorporated by reference, form the entire agreement between you and us and supersede prior discussions and arrangements.
- 1.4 **Incorporated documents.** These General Terms include:
  - 1.4.1 Schedule 1: Digital Assets Brokerage and Spot Execution Services.
  - 1.4.2 Schedule 2: Custody Service;
  - 1.4.3 Schedule 3: Terms for Derivatives – perpetual futures and related terms.
  - 1.4.4 Schedule 4 Copy Trading services;
  - 1.4.5 If there is a conflict between these General Terms and a Schedule, the relevant Schedule prevails only for that subject.
- 1.5 **Policies.** You also agree to our policies published on our website, as updated from time to time, to the extent they are consistent with these General Terms:
  - 1.5.1 The Privacy Policy;
  - 1.5.2 AML/KYC Policy
- 1.6 **Conflict of Interest Policy:** B2Prime maintains a Conflict of Interest Policy in line with the requirements of the Securities Industry Act, 2011 and applicable rules and guidance issued by the Securities Commission of The Bahamas (as may be amended from time to time). The Conflict of Interest Policy defines the measures and mechanisms used to identify and manage conflicts of interest to which B2Prime is subject. The Conflict of Interest Policy is available for perusal on our Website.

## 2. Definitions

Key defined terms used in these General Terms include:



**AML/CFT Laws:** shall have the meaning given to this term in Section 4 of these General Terms

**Applicable Law:** any law, regulation, rule, guidance, directive, or sanction from competent authorities in The Bahamas or other relevant jurisdictions.

**Business Day:** a day on which banks are open in The Bahamas (excluding weekends and public holidays).

**Client Account:** your unique personalized Crypto Spot Account opened with us and used to access the Services and hold Digital Assets or funds.

**Client Money:** fiat funds received or held by us on your behalf in connection with the Services, subject to applicable client-money requirements under Bahamian law.

**Copy Trading:** a copy trading service accessed through a Trading Platform, whereby you act as Investors by copying Strategies of Masters, or act as Master that create Strategies to which Investors can subscribe.

**Custody Services:** safekeeping of Digital Assets (including private key control and processing deposits/withdrawals).

**Digital Asset:** a digital representation of value distributed through a DLT platform (including digital tokens).

**DLT Platform:** an online mechanism for the sale, trade or exchange of a Digital Asset.

**Eligible Digital Asset:** any Digital Asset we support for execution, custody, or use as collateral/margin, as published from time to time.

**Execution Services:** receipt, transmission, and execution of spot orders for Digital Assets.

**Inactive Account** shall have the meaning assigned to term in Section 9.1 of this Derivatives Terms.

**Instruction:** any order, request, or communication you submit to us under these General Terms.

**Intellectual Property:** shall have the meaning given to this term in Section 19.1. of these General Terms

**Investor:** in relation to Copy Trading, when a client that subscribes to a Strategy.

**Master:** in relation to Copy Trading, a client that creates and publishes a Strategy.

**Network Fees:** blockchain/gas/mining fees payable to process transactions.

**Perpetual Futures or Crypto Perpetual Futures:** cash-settled derivative contracts tracking an underlying Digital Asset with no expiry, including funding payments, classified as “Digital Asset Derivatives” under the DARE Act.

**Privacy Notice** means the Privacy Notice of the Company published at [B2Prime](#).

**Restricted Countries:** shall have the meaning given to this term in Section 3.2.6. of these General Terms.

**Strategy:** in relation to Copy Trading, a master account created by a Master to carry out a series of transactions, and which is available for Investors to subscribe to with their investment account through the relevant Trading Platform.



**Sub-Custodian:** a duly authorized third party appointed by us to hold Client Digital Assets or Client Money on our behalf.

**Trading Platform:** B2TRADER and/or any other electronic platform, interface, API, or technology we make available. We may modify, replace, suspend, or discontinue any Trading Platform at our discretion.

**Valid Communication Channels:** means any of the following methods of communication between the Parties: (a) the registered email addresses designated by each Party; (b) notifications, alerts, or messages delivered through the Trading Platform, or a dedicated Slack channel; (c) notices published on our website; or (d) written correspondence sent by post or courier to the registered address of the relevant Party as set out in this General Terms or as updated in writing from time to time. For the avoidance of doubt, telephone communications shall be valid for day-to-day operational matters but shall not constitute valid notice for the purposes of termination, amendment, or other formal notices under these General Terms unless confirmed in writing through one of the foregoing channels.

### 3. Eligibility and onboarding.

3.1 **Account activation.** You may not trade or fully access the Services until we have completed our onboarding checks and due diligence and confirmed that your account is activated. You agree to provide, promptly and in the format we request, all information and documents we need to verify your identity and eligibility, and to meet our legal and compliance obligations (including AML/CFT and sanctions checks). This may include proof of identity, proof of address, information about how you obtained your funds, and any additional details we reasonably request from time to time. If you do not provide the requested information within the timeframe we specify, we may delay activation, limit features, suspend your access, or refuse your application or close your account.

3.2 **Status and authority.** You confirm that:

3.2.1 you have a legal age of majority in your jurisdiction and possess the legal capacity to accept these General Terms;

3.2.2 If you are an individual, you confirm you are acting for personal use and not for business purposes unless you have expressly registered a corporate client with Us;

3.2.3 you have provided accurate and complete information and documents requested by us to verify your identity;

3.2.4 you have completed any identity, fraud, and background checks including all other money laundering and terrorist financing checks which we will conduct about you at any time during the term of your relationship with us, and we are satisfied with the results thereof;

3.2.5 entering into and performing these General Terms does not breach other agreements or Applicable Law.



3.2.6 We may not make all (or any) of our Services available to individuals that are resident in, operating from, or nationals of certain countries or territories (together, “Restricted Countries”) where doing so would breach Applicable Law, sanctions requirements, or our internal risk and compliance policies. If you fall within a Restricted Country, we may refuse your application, restrict your access, or allow access to only some Services (and/or limit features, products, or transaction types). We reserve the right to update the list of Restricted Countries and the Services available in or to Restricted Countries from time to time.

3.3 We reserve the right to amend the eligibility criteria in line with regulatory and operational requirements. Where possible, we will provide notice of such amendments in advance. Any attempt to unlawfully circumvent the eligibility criteria will result in the suspension or even termination of the Services.

#### 4. **AML/KYC, sanctions and financial crime controls.**

4.1 **Compliance obligations.** We are subject to AML/CFT, sanctions, and financial crime prevention laws and regulatory requirements (“AML/CFT Laws”). You agree to comply with our onboarding, verification, monitoring, and information requests.

4.2 **Source of funds and legitimacy.** You represent that all funds and Digital Assets used with the Services are of legitimate origin and not derived from illegal activity.

4.3 **Information requests.** We may request additional documentation at any time. If you fail to provide required information within the timeframe we specify, we may suspend or terminate your Client Account and/or Services immediately, and we are not liable for resulting losses to you, or third parties.

4.4 **Transaction controls.** We may delay, suspend, restrict, reject, or refuse any deposit, withdrawal, trade, or other operation where we reasonably consider necessary to comply with AML/CFT Laws, sanctions, or our internal compliance policies.

4.5 **Reporting and freezing.** We may file reports with authorities without notifying you where required or permitted by Applicable Law, and we may freeze/block funds or Digital Assets where required by law or reasonably necessary for compliance.

4.6 **Sanctions warranty.** You warrant that you are not subject to sanctions and are not acting for any sanctioned or prohibited person.

#### 5. **FATCA and CRS**



- 5.1 **FATCA.** You acknowledge we may be required to identify and report U.S. person indicia under FATCA. You must inform us if you are a U.S. person or become one and provide accurate information; we are not liable for your failure to do so.
- 5.2 **CRS.** You acknowledge we may be required to collect and report information under the OECD Common Reporting Standard. You must provide accurate self-certifications (including TINs where required) and promptly inform us of changes. We do not provide tax advice and do not assess the reasonableness of your self-certifications.

## 6. Communications and recordings.

- 6.1 **Electronic communications consent.** You authorize us to communicate with you electronically. This includes sending you notices, confirmations, statements, updates, and other information by a Valid Communication Channels. You agree that electronic communications satisfy any legal requirement for communications to be in writing, unless Applicable Law requires a different form.
- 6.2 **Where we publish information and updates.** Information about our Services (including products and features), fees and charges, operational updates, and any amendments to these General Terms (or any terms applicable to a particular Service) may be provided to you through one or more of the following channels:

6.2.1 the Trading Platform;

6.2.2 email to your registered email address; and/or

6.2.3 notices published on our website.

We may use any one of these channels unless these General Terms specifically require a particular method.

- 6.3 **Your responsibility to stay informed.** You are responsible for regularly checking and reading all communications we send, including platform notifications, emails, newsletters, and information posted on our website. You are also responsible for reviewing the fees and charges applicable to the Services you use, as displayed on the Trading Platform and/or published on our website, before using a Service and on an ongoing basis. If you continue to use the Services after we publish or notify you of updates (including fee changes or amendments), you will be treated as having accepted them, to the extent permitted by Applicable Law.
- 6.4 **Recording.** You acknowledge and agree that the Company may record and monitor communications and activities relating to the Services provided to you for security, compliance, and quality assurance purposes.



- 6.5 **Your access.** You may request copies of recordings by written request; we will provide them where appropriate and legally permitted.

## 7. Fees and charges

- 7.1 **Fees apply.** You agree to pay us the fees for using the Services in accordance with the fee rates, schedules and pricing applicable to you, as published on our website (and/or made available through the Trading Platform) and as updated from time to time.
- 7.2 **Authorization to deduct.** You authorize and instruct us to deduct from your Client Account balance any amounts due to us in connection with the Services, including (without limitation) fees, commissions, spreads, interest (if applicable), funding/rollover amounts, charges, costs, and any other amounts payable under these General Terms. You acknowledge that any mark-up, mark-down, spread or other pricing component applied by us is not fixed and may vary depending on market conditions, liquidity, order size, execution timing and other relevant factors.

The execution price provided to you may differ from the price at which we execute or hedge the corresponding transaction with liquidity providers or counterparties. Any such difference may be retained by us as part of our remuneration.

- 7.3 **Deductions in another asset or currency.** If you owe an amount in a particular Digital Asset or currency but you do not have sufficient balance in that Digital Asset or currency, you authorize us to settle the amount due by deducting value from another Digital Asset or currency held in your Client Account. Where conversion is required, we may convert the relevant Digital Asset or currency at the rate then available on the Trading Platform or at another commercially reasonable rate we determine, acting reasonably.
- 7.4 **Rounding on calculations.** The Trading Platform performs automated calculations in connection with Trading Operations and related activities, including commissions, markups, funding payments, and negative profit and loss deductions. Each Digital Asset supported by the Trading Platform is assigned a decimal precision value determining the number of digits after the decimal point to which amounts in that asset may be expressed (the "Precision"). Precision values are configured by the Company at its discretion and are subject to change. Where the result of any calculation exceeds the applicable Precision, the Trading Platform will round that result upward to the nearest decimal unit within the applicable Precision, with rounding applied to each calculation individually.



You acknowledge that rounding may cause amounts charged to or deducted from your Account to differ slightly from the precise result of the underlying calculation, that such differences arise from the technical operation of the Trading Platform and do not constitute an error or breach of these General Terms, and that the Company shall have no liability to you in respect of any such difference.

7.5 **Fee updates.** We may amend fees from time to time. Updated fees will be displayed on the Trading Platform or other Valid Communication Channels. Continued use of the Services after an update constitutes acceptance.

7.6 **Your responsibility.** Before entering transactions or use any of the Services, you must understand the applicable fees or charges. If anything is unclear, you must ask.

## 8. Risk disclosures.

8.1 **High risk.** Trading in, and holding, Digital Assets and Perpetual Futures involves a high degree of risk and may not be suitable for all clients. You are solely responsible for understanding how each product works and for educating yourself about the risks associated with using the Services. You acknowledge and accept that market conditions may change rapidly and unpredictably, and that you may lose some or all of the value of your Digital Assets and/or the full amount you have invested or posted as margin, up to and including a total loss. You should only use the Services if you can afford to bear such losses.

8.2 **Custody risks.** Digital Asset custody involves significant risks, including cybersecurity threats (such as hacking and unauthorized access), operational errors or system failures, third-party failures (including Sub-Custodians and service providers), and the possibility of irreversible or irrecoverable blockchain transactions. Digital Assets are not held in a bank account and are not covered by deposit guarantee or depositor protection schemes (such as those that may apply to bank deposits), meaning that if Digital Assets are lost, stolen, or become inaccessible, you may have limited or no recourse and may suffer a total loss.

8.3 **Regulatory risk.** Legal/regulatory changes may restrict or prohibit trading, custody, or transfer of certain assets or products. We are not liable for losses arising from such changes provided we act in good faith and in accordance with Applicable Law.

8.4 **Independent assessment.** You confirm you have assessed risks independently and sought professional advice as needed. Past performance is not indicative of future results.

8.5 **Perpetual futures risks.** Perpetual futures involve leverage, funding payments, and automatic liquidation mechanisms that may rapidly eliminate your margin.

## 9. Inactive and dormant accounts



- 9.1 **Inactive.** If you do not place any trades, open or close any positions, or make any deposits for a continuous period of ninety (90) days, the Company may classify your Account as inactive or dormant (an “Inactive Account”).
- 9.2 **Restrictions and fees.** Inactive Accounts may be restricted from trading and may incur maintenance or administration fees as indicated on our web page or on the Trading Platform.
- 9.3 **Dormant and secure storage.** You are responsible for monitoring the status of your Client Account. We are not obliged to notify you if your Client Account is being classified as inactive or prior to applying any inactivity fee. If your Client Account balance reaches zero, the account may be treated as dormant and removed from systems.
- 9.4 **Digital Assets in a Dormant Account.** If your dormant Client Account has a balance in Digital Assets your funds will be moved to secure storage (cold wallets) with applicable storage fees, until reclaimed or handled as unclaimed property under Applicable Law.
- 9.5 The Company may require the submission of updated information or documentation as a condition for reactivating an Inactive Account and may terminate the services provided under these Derivatives Terms if such requirements are not satisfied within the specified timeframe.

## 10. Incapacity or death.

If we receive formal notice that you have died or that you lack legal capacity, we may freeze your account and suspend transactions for security and legal compliance purposes. We will only accept instructions or take action on your account from a duly authorized personal representative or legal guardian once we have received satisfactory legal documentation (for example, a grant of probate, letters of administration/executorship, a court order, or other documents we reasonably require) and completed any applicable verification checks. You acknowledge that we are not responsible for any losses, market movements, delays, or fees/charges that may arise on your account during the period between your incapacity/death and our receipt of satisfactory notice and documents enabling us to act.

## 11. Changes to these General Terms.

We may amend these General Terms and its schedules from time to time. Any amendment shall become effective from the date specified by us through Valid Communication Channels. Your continued use of the Services after such date constitutes your acceptance of the amended agreement.

## 12. Termination.

- 12.1 **Termination for convenience.**



12.1.1 We may terminate the provision of any Service with immediate effect, notwithstanding any other action, in the event of:

- a) a breach of any part of this General Terms or its Schedules by you;
- b) we reasonably suspect that the information provided by you is false, incorrect, untruthful, outdated, or incomplete;
- c) you fail to provide updated personal information when requested;
- d) we reasonably suspect that your Account(s) is being used for any illegal, fraudulent, or unauthorized purpose(s);
- e) we reasonably determine that you are no longer eligible to perform activities associated with your Account(s);
- f) we reasonably consider that we are required to do so under Applicable Laws and Regulations, or pursuant to an order of any court or authority to which we are subject in any jurisdiction;
- g) we have determined or suspect that:
  - (i) you have breached any express or implied warranties under this Agreement or any representations made by you;
  - (ii) your Account is subject to any pending, ongoing, or threatened litigation, investigation, or judicial, governmental, or regulatory proceedings;
  - (iii) your Account activity poses a heightened risk of legal or regulatory non-compliance
- h) All your Accounts have been inactive for a period of twelve (12) months.

12.1.2 You may terminate the use of the Services and this General Terms with immediate effect and at any time, by delivering us a written notice via Valid Communication Channels.

12.2 **Effect of termination.** Termination does not affect accrued rights/obligations. Upon termination, we will return the net amount held after deducting due amounts (fees, charges, costs, and legally required deductions), subject to compliance controls and Applicable Law.

## 13. Force majeure.



- 13.1 **What is a Force Majeure Event.** A Force Majeure Event means any event or circumstance beyond a party's reasonable control that prevents or delays that party from performing its obligations under these General Terms. This may include, for example:
- 13.1.1 natural disasters or other "acts of God" (including fire, flood, storms, or earthquakes);
  - 13.1.2 war, terrorism, civil unrest, riots, or insurrection;
  - 13.1.3 governmental or regulatory actions, embargoes, sanctions, or restrictions;
  - 13.1.4 outages or failures of telecommunications, internet services, power supply, or other utilities;
  - 13.1.5 strikes, lockouts, or other industrial disputes;
  - 13.1.6 acts or omissions of blockchain networks, validators, custodians, liquidity providers, or other third-party service providers; and/or
  - 13.1.7 cyberattacks, hacking, ransomware, or other malicious interference with systems.
- 13.2 **No liability for delay or failure.** Neither party will be liable for any failure or delay in performing its obligations to the extent caused by a Force Majeure Event, provided that the affected party:
- 13.2.1 notifies the other party as soon as reasonably practicable of the Force Majeure Event and (where possible) its expected duration; and
  - 13.2.2 takes reasonable steps to mitigate the effects of the Force Majeure Event.
- 13.3 **Termination for prolonged Force Majeure.** If a Force Majeure Event continues for more than 30 consecutive days, either party may terminate these General Terms by written notice. Termination will not affect obligations accrued before the termination date.

## 14. Notices specific to custody control and asset support.

- 14.1 **Loss of control notification.** In accordance with DARE Act requirements and SCB guidance, we will monitor for instances where Client's Digital Assets are no longer under our control during Custody/Execution Services and, where identified, we will notify you promptly with relevant details and measures taken.
- 14.2 **Asset support approach.** We generally prioritize supporting Digital Assets traded on major reputable exchange platforms and subject to appropriate due diligence.



14.3 **New assets from airdrops/forks.** In the event of the creation of new Digital Assets, such as through an “airdrop,” or where a previously supported Digital Asset becomes no longer viable due to a “fork” or other material network changes, we will adopt a clear and prudent approach to manage such situations. As a brokerage focused on providing access to vetted and pre-approved assets, we do not engage in the direct listing of newly created or unsupported Digital Assets on our platform unless otherwise permitted under the DARE Act and subject to our operational policies.

## 15. Confidentiality and Disclosure of Information.

15.1 **Confidential information.** Each party must keep strictly confidential all non-public, proprietary, or sensitive information disclosed by the other party in connection with the Services or these General Terms, including (without limitation) personal data, client information, transaction records, pricing, systems, security arrangements, Trading Operations and operational procedures (together, “Confidential Information”). Confidential Information may be used only for the purposes of performing obligations or exercising rights under these General Terms.

15.2 **Permitted disclosures.** Notwithstanding any other provision of this General Terms, you acknowledge and agree that we may disclose Confidential Information in the following circumstances:

15.2.1 to our Affiliates, service providers, professional advisers, contractors, or agents, where such disclosure is necessary for enter, maintain, execute the provision of the Services

15.2.2 to any person to whom we transfers or proposes to transfer any of our rights or obligations under this agreement;

15.2.3 to any third party in connection with a merger, restructuring, sale, acquisition, or other corporate transaction involving us or our Affiliates, provided that such third party uses the information for substantially the same purposes for which it was originally obtained;

15.2.4 to regulators, supervisory authorities, exchanges, clearing houses, law enforcement agencies, courts, or governmental authorities in any jurisdiction, where disclosure is required or requested pursuant to Applicable Law or regulatory obligations;

15.2.5 where disclosure is reasonably necessary to protect our rights, interests, or property, to prevent fraud or market abuse.

15.2.6 becomes public through no breach of these General Terms;

15.2.7 is lawfully received from a third party without confidentiality restrictions; or



- 15.2.8 must be disclosed under Applicable Law, a court order, or a lawful request by a competent authority or regulator (including the Securities Commission of The Bahamas). Where legally permitted, the receiving party will give the other party prompt notice before making such disclosure.
- 15.3 **Regulatory Enquiries and Cooperation.** You agree to cooperate with us and to promptly provide any information or documentation reasonably requested by us when:
- 15.3.1 any exchange, clearing house, regulatory authority, governmental body, or other competent authority makes an enquiry or request relating to you, your Client Account, or your Trading Operations; or
- 15.3.2 the submission or disclosure of information relating to you, your Client Account, or your Trading Operations is required or considered appropriate under Applicable Law, we may comply with such enquiry or request and disclose the relevant information without further notice to or authorization from you.
- 15.4 **No Obligation to Notify.** You acknowledge and agree that, under Applicable Law, we may be prohibited from informing you of the existence, scope, or content of any regulatory enquiry or disclosure. To the extent permitted by law, you waive any claims against us arising from the our failure to notify you of any such enquiry or disclosure.
- 15.5 **Data protection and security.**
- 15.5.1 **Data Controller.** We act as the data controller in respect of any personal data collected and processed in connection with the Services.
- 15.5.2 **Processing of Personal Data.** We shall process personal data in accordance with applicable data protection laws and its Privacy Notice, as amended from time to time, which forms an integral part of these General Terms.
- 15.5.3 **Purposes of Processing.** Personal data may be processed for the purposes of providing our Services, complying with legal and regulatory obligations (including AML/CFT), risk management, security, fraud prevention, and protecting our legal rights.
- 15.5.4 **Disclosure of Personal Data.** We may disclose personal data to Affiliates, service providers, professional advisers, and regulators where required or permitted by Applicable Law.
- 15.5.5 **Privacy Notice.** Further information regarding the categories of personal data processed, retention periods, data subject rights, and contact details is set out in the Privacy Notice.



15.5.6 We will implement appropriate technical and organizational measures to protect personal data and Confidential Information against unauthorized or unlawful processing and against accidental loss, destruction, or damage, in accordance with Applicable Law, including the Data Protection (Privacy of Personal Information) Act, 2003 (Bahamas) (as amended).

## 16. Intellectual property.

- 16.1 **Our ownership.** All intellectual property rights (registered or unregistered) in or relating to our Services, website, Trading Platform, software, APIs, source code, algorithms, databases, content, designs, trademarks, trade names, and other proprietary materials (together, “Intellectual Property”) are owned by us or our licensors and remain our exclusive property at all times.
- 16.2 **Limited license to use.** We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Trading Platform, systems, and APIs solely to use the Services in accordance with these General Terms. No other rights are granted to you.
- 16.3 **Restrictions.** Unless we expressly agree in writing, you must not (and must not attempt to) copy, reproduce, scrape, translate, modify, distribute, publish, reverse engineer, decompile, disassemble, create derivative works from, or otherwise exploit any part of our Intellectual Property.
- 16.4 **End of license.** When your Client Account is closed or these General Terms end for any reason, the license granted to you automatically ends. You must immediately stop using our Intellectual Property and, if we request, return or destroy any materials containing it.

## 17. Representations, Warranties And Covenants.

- 17.1 **Representations and Warranties.** You represent and warrant to us, as of the date of entered into the use of the Services and on each date you use the Services, that:
- 17.1.1 you have full legal capacity to enter into these General Terms and to perform your obligations under it;
- 17.1.2 you enter into these General Terms in your personal capacity and are not subject to any legal restriction that would prevent your compliance with these General Terms;
- 17.1.3 the information you have provided to us in connection with the opening and maintenance of your Client Account is true, accurate, and not misleading in any material respect;
- 17.1.4 you are the beneficial owner of the funds and Digital Assets used in connection with your Client Account, and such assets are free from any charge, lien, pledge, or encumbrance;



- 17.1.5 these General Terms constitute valid and binding obligations enforceable against you in accordance with their terms, subject to applicable laws;
  - 17.1.6 you are in compliance with all Applicable Laws to which you are subject, including tax and sanctions laws;
  - 17.1.7 you are not acting on behalf of, and do not provide services to, persons located in sanctioned or prohibited jurisdictions, and you do not use the Trading Platform or the Services in violation of applicable sanctions or export control laws.
- 17.2 **Covenants.** You covenant that:
- 17.2.1 You will promptly notify us of any material change to the information provided in connection with your Client Account;
  - 17.2.2 you will promptly notify us of any Event of Default or Potential Event of Default;
  - 17.2.3 you will comply with all Applicable Laws and act in good faith;
  - 17.2.4 you will not engage in conduct that creates a false or misleading impression of market demand, value, or liquidity;
  - 17.2.5 you will promptly provide information reasonably requested by us for legal, compliance, or regulatory purposes;
  - 17.2.6 you will notify us of any significant legal, regulatory, or enforcement action affecting you.

## 18. Events of Default and Potential Events of Default.

- 18.1 **Event of Default.** Each of the following shall constitute an event of default (the “Event of Default”):
  - 18.1.1 *Failure to Pay or Perform.* You fail to pay any amount due under these General Terms (including any Margin or other payment), or you fail to comply with any material obligation under these General Terms, and such failure is not remedied within one (1) Business Day after notice is given by us (including via the Trading Platform), where notice is required.



18.1.2 *Insufficient Margin.* Any Trading Operation entered into a Derivative by you results in insufficient Margin to cover actual or anticipated losses or liabilities in respect of your Client Account.

18.1.3 *Insolvency or Bankruptcy.* You:

- a) become unable to pay your debts as they fall due;
- b) are insolvent or bankrupt under Applicable Law;
- c) commence, or have commenced against you, any bankruptcy, insolvency, liquidation, reorganization, moratorium, or similar proceeding; or
- d) have a trustee, receiver, administrator, liquidator, or similar official appointed over you or any substantial part of your assets, unless such proceeding is dismissed within fifteen (15) days (other than due to lack of assets).

18.1.4 *Dissolution or Loss of Legal Existence.* You are dissolved, cease to exist, or lose your legal capacity or required registration, or any action is taken to affect any of the foregoing.

18.1.5 *Misrepresentation.* Any representation, warranty, or information provided by you under these General Terms proves to be materially false, inaccurate, misleading, or incomplete when made or deemed repeated.

18.1.6 *Market Abuse or System Abuse.* You engage in market abuse, system abuse, or Abusive Trading Strategies, as defined in this agreement.

18.1.7 *Regulatory or Legal Risk.* The Company reasonably determines that continuing to provide services to you would result in a breach of Applicable Law, regulatory requirements, sanctions obligations, or good market practice.

18.1.8 *Cross-Default.* An event of default (however described) occurs in relation to you under any other agreement entered into with us.

18.2 **Material Adverse Effect.** Any event or circumstance occurs which we reasonably believe has, or is likely to have, a material adverse effect on your ability to perform your obligations under this agreement.



- 18.3 **Potential Event of Default.** A potential event of default means any event or circumstance which, with the passage of time, the giving of notice, the making of any determination, or any combination thereof, would constitute an event of default (“Potential Event of Default”). You shall promptly notify the Company upon becoming aware of any Event of Default or Potential Event of Default affecting you.
- 18.4 **Consequences of an Event of Default.** Upon the occurrence of an Event of Default, we may, without prejudice to any other rights under these General Terms or Applicable Law:
- 18.4.1 suspend or restrict your Client Account or access to the Trading Platform;
  - 18.4.2 require immediate payment of all amounts due;
  - 18.4.3 liquidate, close, or terminate any Open Positions in accordance with the Derivatives Terms;
  - 18.4.4 apply and set off any Margin in accordance with the Derivates Terms; and
  - 18.4.5 terminate these General Terms and the provision of the Services with immediate effect.

## 19. Exclusions, Limitations and Indemnity.

- 19.1 **Cap on liability.** except to the extent losses result from our gross negligence, willful default, or fraud, our aggregate liability is limited to the lower of:
- 19.1.1 the market value of the affected Digital Assets held in custody; or
  - 19.1.2 the fees you paid to us in the previous 12 months.
- 19.2 **“As Is” Services and System Risk** The Services and Trading Platform are provided “as is” and “as available”, without any representation or warranty, express or implied, including warranties of merchantability, fitness for a particular purpose, uninterrupted operation, or error-free performance. You acknowledge that delays, interruptions, price discrepancies, system failures, or transmission errors may occur, including during periods of fast or volatile markets, and you accept the risks associated with such events.
- 19.3 **Limitation of Liability.** To the fullest extent permitted by Applicable Law, we shall not be liable for any loss or damage suffered by you arising from the provision of the Services or use of the Trading Platform, except where such loss is caused directly by our own fraud, willful misconduct, or gross negligence. We shall not be liable for any indirect, incidental, special, or consequential losses, including loss of profits, loss of business, loss of opportunity, or loss of data. Nothing in this agreement limits or excludes liability



that cannot be lawfully excluded under Applicable Law, including liability for death or personal injury caused by negligence.

- 19.4 **Execution-only.** You use the Services at your own risk. We are not liable for losses arising from third-party signals, Masters/Strategies, your algorithms (including expert advisors), or your inability to access systems, except to the extent caused by our wrongdoing.
- 19.5 **Tax.** You are solely responsible for tax affairs and consequences. If we incur tax liabilities due to your status/activities, you will indemnify us for related taxes and expenses (including legal fees), to the extent permitted by Applicable Law.
- 19.6 **No guarantee of profits.** We do not guarantee that you will make any profit, avoid losses, or achieve any particular result. We are not responsible for missed opportunities, changes in value, or market movements, including where the value of Digital Assets or derivatives increases or decreases.
- 19.7 **Third parties and service providers.** We may use third parties (including liquidity providers, banking partners, Sub-Custodians, and other service providers) to help deliver the Services. We will take reasonable care when selecting them, but we do not control their actions. To the fullest extent permitted by Applicable Law, we are not liable for losses arising from a third party's insolvency, default, or failure, unless the loss is caused by our negligence or misconduct in selecting or supervising that third party.
- 19.8 **Platform access and outages.** We are not liable for losses arising from the unavailability of the Trading Platform or other systems, or your inability to access them, where this is due to maintenance, technical faults, network issues, abnormal market conditions, or circumstances outside our reasonable control. We are also not responsible for delays, delivery failures, or loss or damage caused by the transmission of information over any network, including the internet.
- 19.9 **Compliance actions.** We are not liable for losses resulting from actions we take in good faith to comply with Applicable Law, regulatory requirements, sanctions rules, or our compliance and security procedures (for example, delaying, restricting, or refusing a transaction or withdrawal).
- 19.10 **Execution-only; third-party signals.** We provide the Services on an execution-only basis. You are responsible for any decision you make based on information from third parties, including trading signals, "Masters", Copy Trading strategies, influencers, or other external sources, and we are not liable for losses arising from reliance on such information.
- 19.11 **Trading bots and algorithms.** If you choose to use trading algorithms (including expert advisors, bots, APIs, or trailing stops), you do so at your own risk and remain responsible for all orders and outcomes, including losses caused by errors, malfunctions, configuration issues, or market conditions. We may



restrict or terminate your access if we reasonably believe you are using such tools in bad faith or in breach of these General Terms.

19.12 **Your reimbursement for your breach.** You agree to reimburse us for any cost, loss, liability, or expense we reasonably incur because you fail to perform your obligations under these General Terms or you delay in doing so, to the extent permitted by Applicable Law.

19.13 **No deposit protection.** Client's Digital Assets do not benefit from deposit insurance or deposit protection schemes.

19.14 **Responsibility for Orders and Accounts.** You are fully responsible for the use of the Services, and instructions submitted through your Client Account or credentials. Any Service executed on the basis of instructions that reasonably appear to originate from you shall be binding.

19.15 **Indemnity.** You agree to fully indemnify and hold harmless us, our Affiliates, and their respective officers, employees, and agents from and against any and all losses, liabilities, claims, penalties, costs, and expenses (including reasonable legal fees), except to the extent such losses are caused by our own gross negligence, fraud or willful misconduct, arising from or related to:

19.15.1 your breach of these General Terms;

19.15.2 your violation of Applicable Law or regulatory requirements;

19.15.3 any misrepresentation made by you;

19.15.4 any enforcement of our rights under this General Terms;

19.15.5 any claim or action by a third party arising out of your activities, or instructions.

19.16 You agree to reimburse us on demand for reasonable costs we incur in collecting any amounts you owe us under these General Terms (including debt collection fees and legal fees) and for reasonable costs incurred in responding to or defending claims brought by you (including court proceedings), to the extent permitted by Applicable Law.

## 20. Assignment.

20.1 **By you.** You may not assign or transfer your rights/obligations without our prior written consent.



20.2 **By us.** We may assign/transfer our rights and obligations to an affiliate, successor, or purchaser of all/substantially all of our business, by notice to you, provided your rights are not prejudiced.

## 21. Miscellaneous.

21.1 **Entire Agreement.** These General Terms, together with its Schedules, and supplementary agreements, constitutes the entire agreement between you and us in relation to its subject matter and supersedes all prior agreements, understandings, negotiations, or representations, whether written or oral.

21.2 **Severability.** If any provision of these General Terms or its Schedules are held to be invalid, unlawful, or unenforceable by a court or competent authority, such provision shall be deemed modified to the minimum extent necessary to make it valid, lawful, and enforceable, and the remaining provisions shall continue in full force and effect.

21.3 **No waiver.** No failure or delay by either party in exercising any right, power, or remedy under these General Terms or its Schedules shall operate as a waiver of that right, power, or remedy. Any waiver must be in writing and shall not constitute a waiver of any subsequent breach.

21.4 **Cumulative Rights.** The rights, powers, and remedies provided under these General Terms are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.

21.5 **Relationship of the Parties.** Nothing in these General Terms creates any partnership, joint venture, agency, fiduciary, or trust relationship between you and us. You act solely as a principal and not as an agent of us.

21.6 **Third Party Rights.** Except as expressly stated otherwise, no person who is not a party to this General Terms shall have any rights to enforce any of its terms.

21.7 **Survival** Any provisions of these General Terms which by their nature are intended to survive termination shall survive, including provisions relating to fees, margin, liquidation, netting, limitation of liability, indemnity, confidentiality, governing law, and dispute resolution.

21.8 **Headings.** Headings are for reference and convenience only and shall not affect the interpretation or construction of any provision of these General Terms.

### 21.9 **Governing law and jurisdiction.**

21.9.1 **Governing law.** These General Terms and disputes are governed by the laws of the Commonwealth of The Bahamas.



- 21.9.2 **Jurisdiction.** The parties submit to the exclusive jurisdiction of the competent courts of Nassau, The Bahamas.
- 21.9.3 **Arbitration option.** The parties may agree in writing to refer any disputes to arbitration (e.g., Bahamas Arbitration Centre) and any award will be final and binding.



## Schedule 1 Digital Assets Brokerage and Spot Execution Services

This Schedule 1 sets out the general framework that applies to our Crypto Spot Trading service. By opening a Client Account and using our Trading Platform to buy, sell, hold, deposit, or withdraw Digital Assets, you acknowledge and agree that your use of the Crypto Spot Trading service is governed by these General Terms and by this Schedule 1.

### 1. Wallets, trading accounts and Supported Digital Assets.

- 1.1. To submit orders to buy or sell your Digital Assets on the Trading Platform, you will have to top up your Client Account with fiat or Digital Assets supported by us.
- 1.2. Once you have available balance in your Client Account you will be able to submit orders to buy or sell Digital Assets via the Trading Platform.

### 2. Deposits and available payment methods.

- 2.1. For each supported fiat currency and Supported Digital Asset we make available one or more deposit methods (each a "Payment Method") that you can use to fund your Client Account. The Payment Methods available to you depend on the currency or Digital Asset denomination that you select.
- 2.2. When you initiate a deposit, you authorize us (and any service providers acting on our behalf) to collect the deposit from the selected source and credit the received amount (net of any applicable fees) to your Client Account once processed.
- 2.3. Once the Digital Assets are credited to your Client Account, you may use them to place trades in the Trading Platform. Transfers may be subject to our operational procedures, security checks, and compliance controls.

### 3. Spot buys, sells and conversions (execution and settlement inside your account).

- 3.1. **Buying.** When you place a buy order in the Trading Platform, you authorize us to use the relevant available balance in your Client Account to purchase the selected Supported Digital Asset at the price shown on the Trading Platform (or otherwise available through the execution process). After execution, the purchased asset is credited to your Client Account net of any applicable fees.
- 3.2. **Selling.** When you place a sell order, you authorize us to deduct the relevant Supported Digital Asset from your Client Account balance and, after execution, credit the sale proceeds to your Client Account in the quoted currency (which may be fiat or another Supported Digital Asset), net of applicable fees.



3.3. **Exchange.** Where available, you may exchange Supported Digital Assets and supported fiat. A conversion deducts the exchanged Digital Asset and credits the purchased Digital Asset within your Client Account balance, net of applicable fees.

#### 4. **Withdrawals and payouts (external transfers).**

4.1. Withdrawals of fiat or Digital Assets to an external destination are initiated from your Client Account via the relevant Payment Method(s) and are subject to our withdrawal procedures, security verification, AML/CFT and sanctions controls, and (for blockchain transfers) network requirements and Network Fees.

4.2. You confirm that you will only withdraw Digital Assets to (i) a wallet address or bank account that you own and control, or (ii) a wallet address or bank account belonging to a third party that you know and trust. You are responsible for ensuring that any destination address or bank account is correct, compatible, and able to receive the relevant Digital Asset on the selected network or fiat currency. We may request additional information or documents about the destination wallet, bank account details, the recipient, and the purpose of the withdrawal to meet compliance requirements, and we may delay, suspend, restrict, or refuse a withdrawal where required by Applicable Law or our internal policies.

#### 5. **Fees.**

5.1. Spot trades may be subject to fees. Applicable fees will be shown before you confirm a transaction in the Trading Platform and may also be published on our website and reflected in confirmations and receipts. Withdrawal requests may also be subject to fees (including Network Fees and payment provider fees). We may update fees from time to time.

5.2. Trades are executed at the applicable price shown or quoted on the Trading Platform at the time of execution, which may be presented as a Buy Price or Sell Price. You acknowledge that prices can change rapidly due to market conditions, volatility and liquidity.

#### 6. **Authorization; no cancellations; insufficient funds.**

6.1. By clicking “Buy”, “Sell”, “Exchange”, or otherwise submitting an order, you authorize us to execute the transaction and to deduct applicable fees.

6.2. You cannot cancel, reverse, or amend a transaction once it is marked complete, except where required by Applicable Law.

6.3. If you do not have sufficient balance to complete a transfer, trade, fee payment or other amount due, we may reject or cancel the instruction or restrict your access to some or all Services until the shortfall is resolved. You are responsible for maintaining sufficient balances in your Client Account and for any charges imposed by third parties (including banks, payment providers, or blockchain networks).





## Schedule 2

### Custody Services of Digital Assets

This Schedule 2 sets out the general framework that applies to our Digital Asset Custody Services. By opening a Client Account and using our Trading Platform to buy, sell, hold, deposit, or withdraw Digital Assets, you acknowledge and agree that your use of the Custody Services is governed by the General Terms and by this Schedule.

1. **Appointment.** You appoint us as custodian of your Digital Assets held in connection with the Services and authorize us to receive, hold, safeguard, and administer those assets in accordance with these terms and Applicable Law.
2. **Wallet structure.** We may hold Client Digital Assets:
  - 2.1. in segregated wallet addresses;
  - 2.2. in omnibus wallets where assets of multiple clients are pooled; and/or
  - 2.3. in any other custodial arrangement permitted by Applicable Law.

We will maintain internal books and records to attribute balances to each client.

3. **Segregation.** We will have mechanisms to maintain your Digital Assets segregated from our own assets (to the extent required under Applicable Law and our custody arrangements).
4. **Title.** Title to your Digital Assets remains with you. We will not pledge, rehypothecate, lend, or encumber your Digital Assets for our own account or any third party, except where you expressly authorize or where required by Applicable Law.
5. **Withdrawals.** Withdrawals are processed according to our security procedures, operational timelines, and compliance controls. We may delay or refuse a withdrawal for AML/CFT, sanctions, or security verification reasons.
6. **Sub-custodians.** We may appoint reputable Sub-Custodians. We are not liable for Sub-Custodian acts or omissions unless the loss results directly from our gross negligence, fraud, or willful misconduct in selection or supervision.
7. **Forks/airdrops/unsupported assets.** For forks, airdrops, discontinuations, or unsupported assets, we may decide to (i) not support the new asset, (ii) distribute it where reasonably feasible, or (iii) liquidate or take other operational measures where required. We will notify you when practicable.



## Schedule 3

### PERPETUAL FUTURES CRYPTO (Derivatives Agreement)

#### GENERAL TERMS FOR DERIVATIVES

This Schedule 3 sets out the general framework applicable every time that you submit a Trading Operation in Derivatives within the Trading Platform (the “Derivatives Terms”). By submitting a Trading Operation, you acknowledge and agree that such Trading Operation is governed by, and subject to, these Derivatives Terms, and the General Terms as in force at the relevant time.

The service of trading on Derivatives is provided by B2B Prime Services Bahamas Limited (the “Company”), duly authorized and regulated by the Securities Commission of The Bahamas (“SCB”) under the Digital Assets and Registered Exchanges Act (“DARE”) with license number DARE-DAB-034.

The Company will provide you with a Trading Platform that will allow you to enter into Trading Operation on Derivatives, in accordance with the Applicable Law, trading rules, procedures, and functionalities established by the Company, resulting in the execution of transactions.

#### 1. Effectiveness and duration of the Derivatives Terms.

These Derivatives Terms shall become effective and binding on you from the moment you entered into a Trading Operation and shall remain in full force and effect until the position is Closed.

#### 2. Definitions

Capitalized terms used in these Derivatives Terms shall have the meanings ascribed to them in Schedule 3-A of Definitions, unless the context requires otherwise. If any term is not defined by the Schedule 3-A it will have the meaning ascribed to them in the General Terms.

#### 3. Derivatives.

##### 3.1. Availability of Derivatives.

The Trading Platform shall display the list of Derivatives available by the Company for Trading Operations, together with their key features and trading conditions.

The Company may, at any time and in its reasonable discretion, amend, suspend, remove, or add to the list of supported Derivatives, supported assets as collateral or modify their specifications, trading parameters, or key features, including without limitation contract size, leverage, margin requirements, funding mechanics, or underlying reference asset.



### 3.2. Admission, Removal and Modification of Derivatives.

The Company may, in its sole discretion and at any time:

- a) admit new Derivatives to trading on the Trading Platform;
- b) suspend or remove any Derivative from trading, in which case the Company shall apply appropriate procedures for the close-out, and clearing of existing positions in such Derivative, as determined by the Company; and
- c) roll over, add, modify, or remove contract parameters within an existing Derivative type, including contract expirations, strike prices, or other contract features, as set out in these Derivatives Terms.

### 3.3. Amendments to Trading Operations.

The Company based on its own risk analysis may amend the trading conditions in Derivatives from time to time, in its discretion, including (without limitation) amendments relating to:

- a) position limits;
- b) assets acceptable as collateral and their ration of leverage;
- c) trading hours;
- d) minimum order size, tick size, or contract size; and
- e) any other operational, technical, or risk-management parameters.

### 3.4. Effect on Existing Open Positions.

Unless otherwise stated, amendments to these Derivatives Terms shall not apply retroactively to existing Open Positions, except where such amendments are:

- a) necessary to maintain fair and orderly markets;
- b) required by Applicable Law or by a regulatory or supervisory authority; or
- c) necessary to correct manifest or technical errors.

## 4. **Market Events Affecting Underlying Digital Assets.**



## 4.1. Digital Asset Market Events.

Where a Digital Asset that constitutes the underlying asset of a Derivative is subject to a Market Event, the Company may, without prior notice as it considers reasonably necessary to maintain fair and orderly markets:

- a) suspend, restrict, or terminate trading in any affected Derivative;
- b) close, open positions, including at a price or valuation determined by the Company; and/or
- c) take any other action the Company reasonably considers appropriate in light of the Market Event.

## 4.2. No Automatic Entitlement

You will not be entitled to receive any forked, airdropped, substituted, or newly created Digital Assets arising from a Market Event in respect of any Derivative position.

## 5. **Suspension and Removal of Derivatives or Digital Assets.**

### 5.1. Suspension of Trading.

The Company may, at any time and in its discretion, suspend trading in any Derivative or Digital Asset (or any related trading pair) where the Company determines that such suspension is reasonably necessary, including (without limitation) where:

- a) continued trading no longer complies with Applicable Law, regulatory requirements, or internal compliance standards;
- b) the Digital Asset is no longer supported, eligible, or suitable for trading due to a fork, protocol change, technological event, governance decision, or other material change affecting the Digital Asset;
- c) the Digital Asset or Derivative experiences, or are likely to experience, abnormal market conditions, including excessive volatility, illiquidity, price distortion, or unreliable price data;
- d) there is planned or unplanned downtime, maintenance, system failure, or disruption affecting the Trading Platform or related infrastructure;
- e) there is an interruption to services, including as a result of a Force Majeure event; or
- f) for any other reason the Company reasonably considers necessary to protect users, manage risk, or maintain fair and orderly markets.



## 5.2. Removal from Trading

The Company may, at any time and in its discretion, permanently remove or temporarily suspend any Derivative or Digital Asset (or any related trading pair) from trading where:

- a) continued trading would no longer comply with Applicable Law or regulatory requirements;
- b) the Digital Asset is no longer supported, eligible, or suitable for trading due to a fork, protocol change, technological event, governance decision, or other material change;
- c) the Digital Asset or Derivative no longer meets the Company's eligibility, risk, or operational criteria, including due to persistent volatility, illiquidity, or market integrity concerns; or
- d) for any other reason the Company reasonably considers appropriate in order to protect the integrity, stability, or orderly operation of the markets offered by the Company.

## 5.3. Consequences of Suspension or Removal

In the event of a suspension or removal, the Company may implement such measures as it considers appropriate, including:

- a) restricting or prohibiting the opening of new positions;
- b) requiring the close-out or settlement of existing positions, including through forced close-out;
- c) determining settlement prices, valuation methodologies, or close-out procedures; and/or
- d) providing notice periods or transfer windows, where reasonably practicable.

The Company shall act in good faith when exercising its rights under this clause but shall not be required to maintain trading in any Derivative or Digital Asset where doing so would, in the Company's reasonable opinion, expose users or the Company to undue risk or compromise fair and orderly markets.

## 6. **Notifications of Admissions, Changes, Suspensions and Removals.**

### 6.1. Notices by the Company.

The Company may publish notices to inform users of decisions relating to the admission to trading of Derivatives or Digital Assets, as well as any material changes, suspensions, or removals. Such notices may be provided through the Trading Platform, the Company's website, or other communication channels determined by the Company.



The Company shall make reasonable efforts to provide advance notice of such decisions where practicable. However, advance notice may not be provided where immediate action is required to:

- a) maintain fair and orderly markets;
- b) manage risk or protect users or the Company;
- c) address technical, operational, or security issues; or
- d) comply with Applicable Law or instructions from a competent authority.

## 6.2. Minimum Notice Periods.

The Company may provide notice in accordance with the following general principles:

- a) Admission to Trading:
  - (i). *For new Derivatives*: notice including relevant contract specifications prior to trading commencing; and
  - (ii). *For new Digital Assets*: notice prior to trading commencing.
- b) Changes to Contract Specifications:
  - (i). where changes materially affect trading parameters or risk exposure: notice, where reasonably practicable, prior to such changes taking effect; and
  - (ii). where changes are non-material (including clarifications, corrections, or operational updates): notice, with effect as specified in the relevant notice.
- c) Suspension or Removal:
  - (i). where time permits: notice in advance of the suspension or removal, including, where appropriate:
    - i. the effective time;
    - ii. any arrangements for the close-out or settlement of existing positions; and
    - iii. the reasons for the suspension or removal, to the extent disclosure is appropriate; and



- (ii). in urgent or emergency situations: notice as soon as reasonably practicable after the suspension or removal has taken effect.

### 6.3. Emergency Actions.

In emergency situations, including (without limitation):

- a) sudden or extreme market volatility;
- b) technical failures, system outages, or cybersecurity incidents;
- c) discovery of material errors, irregularities, or market integrity concerns; or
- d) events threatening the orderly operation, integrity, or reputation of the Company's markets,

The Company may take immediate action without prior notice. In such cases, the Company shall publish a notice explaining the action taken as soon as reasonably practicable thereafter.

## 7. **Margining Arrangements.**

7.1. Margin Requirement As a condition precedent to submitting a Trading Operation that may result in an Open Position in Derivatives, you must maintain in your Account minimum amount of Margin to meet the applicable Margin requirement for that specific operation (the "Margin Requirement"). The Margin Requirement shall be determined by the Company based on the market conditions and its risk management policies.

The Company may, acting reasonably and in good faith, determine, adjust, increase, or vary the Margin Requirement at any time, including in respect of existing Open Positions, having regard to market conditions, exposure, or regulatory requirements. The Company is not obliged to provide prior notice of any change to the Margin Requirement, and you are solely responsible for monitoring your Trading Platform to ensure ongoing compliance.

7.2. Additional Trading Operations. Additional Trading Operations that may result in an additional Opened Position, or the increase of the volume of the current Open position shall be accepted for execution only if, at the time of submission and execution, your Free Margin is equal to or greater than the applicable Margin Requirement for the proposed Derivatives Position.

If the Free Margin is insufficient to meet the Margin Requirement, the Trading Operation order will be rejected and shall not result in the creation of an Open Position or the increase of volume of a current Open Position. The Company shall have no liability for the rejection of any Order due to insufficient Margin.



- 7.3. Form and Currency of Margin. Unless otherwise agreed, Margin must be provided in Acceptable Margin. The currency of Margin shall be the Root Currency. You must ensure that your Account always maintains sufficient funds to satisfy applicable Margin Requirements.
- 7.4. Monitoring and Margin Calls. You acknowledge that it is your sole responsibility to monitor your Account balance, Margin level, Equity and Margin Requirements at all times. The Company has no obligation to issue a Margin Call. However, the Company may, at its discretion, notify you that additional Margin is required if your Margin Level reaches or falls below the minimum level accepted by the Company (a “Margin Call”). Failure to meet a Margin Call may result in liquidation or forced close-out of Open Positions without further notice.
- 7.5. Satisfaction of Margin Calls. Any Margin Call must be satisfied immediately and in full, using Acceptable Margin, irrespective of any subsequent market movement or recovery in the value of Open Positions. While a Margin Call remains unsatisfied, you may be restricted from opening new positions or increasing your current positions. The issuance of a Margin Call does not limit or delay the Company’s right to liquidate Open Positions.
- 7.6. No Limitation of Liability. Margin does not represent the maximum extent of your financial liability. You remain fully liable for all losses, fees, charges, and obligations arising from Trading Operations, including where losses exceed the amount of your Free Margin. Any failure or delay by the Company in making a Margin Call, or any waiver of Margin, shall not be construed as a representation regarding the value or risk of any Open Position.
- 7.7. Stop-Out. If at any time:
- a) your Free Margin is insufficient to meet Margin Requirements, or
  - b) The Margin levels reach or fall below minimum levels accepted by the Company
- the Company may, acting reasonably and in good faith and without prior notice:
- a) close, liquidate, or partially close any or all Open Positions;
  - b) restrict or suspend your ability to submit further Trading Operations; and/or
  - c) take any other action necessary to reduce exposure or manage risk.

For the avoidance of doubt, the Company is not obliged to issue a Margin Call prior to exercising its rights under this Section. Liquidation may occur automatically or manually and may be executed in such order and manner as the Company determines.



- 7.8. Set-Off and Application of Margin. Without prejudice to any other rights under these Derivatives Terms or Applicable Law, the Company may, at any time and without prior notice, set off any obligations owed by you to the Company against any obligations owed by the Company to you, including against any Free Margin or other amounts held in your Account. This right of set-off shall apply at all times, including upon the occurrence of an Event of Default or termination of these Derivatives Terms.
- 7.9. Margin Methodology. Margin Requirement may be calculated by reference to net exposure, position size, leverage, tiered margin levels, or other methodologies determined by the Company from time to time. The Company may amend Margin Requirement, margin tiers, and calculation methodologies at its discretion, and such amendments may apply to both existing Open Positions and future Trading Operation.
- 7.10. Client Responsibility. You are solely responsible for understanding and monitoring all Margin-related parameters applicable to your Account, including your Free Margin, Used Margin, leverage, margin levels included but not limited the levels of the Margin Requirement, Free Margin, and Used Margin, stop-out thresholds, and liquidation mechanics. You acknowledge that failure to do so may result in losses, including the loss of all Margin and the restriction to open a new Trading Operation or the increase of the volume of the current Open position within the Trading Platform if you do not have enough Margin.
- 7.11. Survival. The provisions of this Section shall survive termination of these Derivatives Terms until all Open Positions are closed and all obligations are fully satisfied.

## **8. Trading Platform, Execution, Margin and Operational Risk.**

- 8.1. Access to Trading Platform. We may require you to comply with security, authentication, and access procedures before granting access to the Trading Platform. You are responsible for maintaining the security of your access credentials and for ensuring that the devices and systems you use are secure and functioning properly.
- 8.2. Order Submission and Execution. You authorize the Company to receive, transmit, and execute instructions submitted through the Trading Platform or other agreed electronic means. Transactions executed in accordance with these Derivatives Terms are binding once executed. The Company does not provide discretionary trading, advisory services, or recommendations.

Prices displayed on the Trading Platform may include adjustments, spreads, mark-ups or other pricing components determined by the Company. Execution of Trading Operations is subject to market conditions, including latency, price fluctuations, liquidity availability and order processing. As a result, the execution price may differ from the price displayed at the time of order submission or from prices obtained by the Company from liquidity providers or counterparties. The Company may retain any economic benefit arising from such differences as part of its remuneration.



8.3. Trading Hours and Availability. Derivatives are available for trading only during such hours as determined by the Company for the relevant instrument. The Company does not guarantee uninterrupted availability of any instrument or the Trading Platform, and it may suspend, restrict, or modify trading availability at any time without.

8.4. Open Positions and Unrealised Profit or Loss. Upon execution of a Trading Operation, an Open Position shall be created in your Account. From the moment an Open Position is established, the Company shall continuously calculate the unrealised profit or loss ("Unrealised P&L") associated with that position.

Unrealised P&L represents the amount of profit or loss that would result if the Open Position were closed at the prevailing market price at that time. Unrealised P&L is calculated continuously from the time the position is opened until it is closed, liquidated, or otherwise terminated. Unrealised P&L forms part of Equity but does not constitute a realised gain or loss until the position is considered Closed Position.

8.5. Realised Profit or Loss. When an Open Position is fully or partially turned to Closed Position, the Unrealised P&L attributable to the Closed Portion shall immediately become realised profit or loss ("Realised P&L"). Realised P&L shall be credited to or debited from your Account balance at the time of closing and shall thereafter form part of your Account balance. Upon closure of an Open Position, such position shall cease to appear as an Open Position and shall be recorded as closed in the Account history.

8.6. Abusive Trading Toxic Flow and Toxic Trades. The Company may restrict, reject, cancel, or close Trading Operation where it reasonably considers such action necessary to prevent market abuse, system abuse, manipulation, or misuse of the Trading Platform, or to comply with Applicable Law.

a) *Prohibited Conduct*. You should not engage in any trading strategy or conduct that constitutes market abuse, system abuse, Toxic Flow, or Toxic Trades. Such conduct is not permitted, whether executed through automated systems, APIs, algorithms, manual methods, or any other means.

b) *Determination*. Where the Company reasonably determines, acting in good faith and based on available evidence, that Toxic Flow or Toxic Trades have occurred, it may take appropriate corrective measures in accordance with this Section.

c) *Remedies and Corrective Measures*. Without prejudice to any other rights under this Derivatives Terms, the Company may, individually or cumulatively:

(i). amend, cancel, or void affected Opened Positions;

(ii). modify spreads, leverage, or trading conditions applicable to your Account;

(iii). restrict or suspend Trading Operations;

(iv). restrict withdrawals during an internal investigation;



- (v). recover or set off profits derived directly from Toxic Trades or exploitation of manifest errors, provided such recovery is documented and proportionate; and/or
  - (vi). terminate these Derivatives Terms with immediate effect.
- d) *Relationship with Manifest Error.* Where a Trading Operation is affected by a Manifest Error, the Company's rights under the Manifest Error clause shall apply in addition to the rights set out in this Section.

8.7. Manifest Error. A manifest error means an obvious error in pricing, execution, or information, taking into account prevailing market conditions (the "Manifest Error"). Where a Trading Operation is affected by a Manifest Error, the Company may, acting in good faith:

- a) correct the Trading Operation;
- b) void the Trading Operation; or
- c) take no action.

The Company shall not be liable for losses arising from Manifest Errors except where caused by fraud or willful misconduct by the Company.

8.8. System and Connectivity Risks. The Company is not responsible for losses caused by delays, errors, or interruptions resulting from third-party systems, internet failures, or Force Majeure events, except where caused by the Company's fraud or willful misconduct.

8.9. Regulatory Reporting. The Company may report your Trading Operations to regulators or competent authorities where required by Applicable Law. You agree to provide information reasonably required for compliance purposes.

## 9. Fees and Charges.

9.1. Fees Applicable to Derivative Trading.

- a) In consideration for providing access to Derivative trading, the Company shall charge fees and other charges as applicable to each Trading Operation (the "Trading Fees") or any other charge. All applicable Trading Fees shall be displayed or otherwise made available through the Trading Platform. You are responsible for reviewing the applicable Trading Fees prior to submitting a Trading Operation. By submitting a Trading Operation through the Trading Platform, you acknowledge and agree to the Trading Fees applicable to the relevant Trading Operation. The Company reserves the right to change the Trading Fee at any time without prior notice.



- b) The Trading Fees may include, without limitation:
  - (i). funding payments applicable to perpetual Derivatives;
  - (ii). casual trading fee on close-out;
  - (iii). conversion or settlement fees, where applicable; and
  - (iv). any other fees expressly disclosed in the Fee Schedule.

## 9.2. Fee Calculation and Deduction.

- a) Trading Fees, funding payments, and other applicable charges shall be automatically deducted from your Account Balance at the time the relevant Trading Operation is executed, funded, settled, liquidated, or otherwise processed.
- b) You acknowledge and agree that you are solely responsible for ensuring that your funds on your Account or Margin are sufficient to cover all applicable Trading Fees, charges, and related obligations.
- c) You shall bear all transfer-related costs, including deposit and withdrawal fees, as well as any foreign exchange costs arising from payments made in currencies other than the currency in which the relevant amount is due.

## 9.3. Funding Payments and Variable Costs.

- a) Perpetual Futures may be subject to periodic funding payments, which must be payable by you to the Company, depending on market conditions and the applicable funding rate. You must constantly review the applicable Fee Trading to your Trading Operation.
- b) Funding rates, spreads, and other variable costs are determined by market conditions and may change over time. You acknowledge that during periods of increased volatility or reduced liquidity, spreads and related costs may be wider than under normal market conditions.

## 9.4. Liquidation Amount.

- (A). Where a Derivative position is forcibly closed, as a result of:
  - a) the execution of your *profits and stop loss* instructions;
  - b) changes in the accepted assets as collateral;



- c) delisting of the Digital Asset from the market;
- d) stop out events;
- e) an Event of Default; or
- f) any other circumstance permitting liquidation under these Derivatives Terms, the Company shall be entitled to charge a Liquidation Amount.

(B). You acknowledge and agree that:

- a) Liquidation Amount are intended to compensate the Company for costs, risks, and operational expenses associated with close-out;
- b) Liquidation Amount may be applied in addition to Trading Fees, funding payments, losses, or other charges; and
- c) Liquidation Amount shall be deducted from the Account balance and shall reduce the amount (if any) of Margin returned to you.
- d) The application of a Liquidation Amount shall not limit any other rights of the Company under these Derivatives Terms, including the right to apply haircuts, determine valuation, or calculate the Liquidation Amount.

#### 9.5. Taxes and Third-Party Costs.

- a) You are responsible for all taxes, duties, levies, and charges applicable to your Trading Operation, except where expressly stated otherwise.
- b) You acknowledge that additional costs or charges may be imposed by third parties, including banks, payment service providers, blockchain networks, or other intermediaries, and such costs shall be borne by you.

9.6. Amendments to Fees. The Company may amend the Trading Fees or applicable charges from time to time to reflect changes in market conditions, liquidity, operational costs, regulatory requirements, or risk management considerations.

Any amendments to Trading Fees or other charges shall take effect from the date specified by the Company through the Trading Platform or other Valid Communication Channels. Your continued use of the Trading Platform or entry into new Trading Operation after the effective date of such amendments constitutes your acceptance of the revised Trading Fees or charges.



9.7. Insufficient Funds and Late Payment. When your Account(s) do not maintain sufficient funds to cover applicable Trading Fees or charges, your Trading Operation will automatically decline by the system. You will not be able to submit a new Trading Operation if the balance of your Account is not enough to cover the applicable Trading Fees.

9.8. If payment is not made when due, the Company reserves the right, without prejudice to any other rights:

- a) to deactivate your Account until full settlement has been made; and/or
- b) subject to applicable consents, to suspend withdrawals that your accounts held with the Company or our Affiliates.

## 10. Risk Disclosure – Margined Derivative Transactions

10.1. Important Notice to Clients. Margined transactions in Derivatives involve a high degree of risk and are not suitable for all users. You should carefully consider whether trading Derivatives is appropriate for you in light of your financial situation, experience, objectives, and risk tolerance.

In particular, you acknowledge and agree to the following:

- a) Risk of Total Loss. You may lose all Margin and funds you have transferred to the Company in connection with a Derivative position. In certain circumstances, losses may exceed the amount of Margin you have posted, and you may be required to pay additional amounts to the Company, subject to these Derivatives Terms.
- b) Margin Requirement and Forced Liquidation. If the market moves against your Open Position(s), or if Margin Requirement are increased, you may be required to provide additional Margin at short notice or without prior notice. If you fail to provide sufficient Margin within the required timeframe (if any), the Company may, in its sole discretion and without prior notice, forcibly close some or all of your Open Positions, and you may realise a loss as a result.
- c) Market Volatility and Price Fluctuations. The value of Derivatives is subject to rapid and unpredictable changes due to fluctuations in the price of the underlying Digital Asset or reference market, which are outside the Company's control. Such fluctuations may result in losses occurring over a very short period of time.
- d) No Guarantee of Profit. Past performance is not indicative of future results. Whether you realise a profit or a loss depends on market movements and other factors beyond the Company's control, and the Company does not guarantee any particular outcome.

## 11. Risk Disclosure – Conflicts of Interest and Independent Decision-Making.



- 11.1. In addition to the risks described above, you acknowledge and agree to the following:
- a) No Advice or Recommendation. The Company does not provide investment advice, trading advice, legal advice, tax advice, or any recommendation in relation to Derivatives. Any information, market data, tools, or materials made available by the Company are provided for informational purposes only and shall not be construed as advice or a recommendation to enter into any Trading Operation.
  - b) No Suitability or Appropriateness Assessment. Unless expressly required by Applicable Law, the Company does not assess whether the Derivatives, or any Transaction are appropriate or suitable for you. You are solely responsible for determining whether trading Derivatives is appropriate for you, taking into account your financial circumstances, objectives, experience, and risk tolerance.
  - c) Independent Decision-Making. You confirm that you make all decisions to enter into, maintain, modify, or close Derivative positions independently, based on your own assessment of the market, your financial circumstances, and your risk tolerance. You do not rely on the Company to assess the suitability or appropriateness of any Derivative or Trading Operation for you.
  - d) Information Provided "As Is": Any information, data, market commentary, tools, or materials made available by the Company or by third parties through the Trading Platform are provided for informational purposes only and on an "as is" basis. Such information shall not be construed as advice, a recommendation, or an offer to trade, and the Company does not guarantee its completeness or accuracy.
  - e) Independent Advice: You acknowledge that trading Derivatives involves significant risk. You should seek independent financial, legal, tax, or other professional advice where you consider it necessary before entering into any Transaction.
  - f) Conflicts of Interest. You acknowledge that conflicts of interest may arise between you and the Company, or between you and other users. For example, the Company may:
    - (i) act as counterparty to your Trading Operation;
    - (ii) set or influence pricing, spreads, funding rates, Margin requirements, or liquidation parameters, including retaining economic benefit arising from differences between execution prices and prices provided to the Client;
    - (iii) receive fees or other benefits in connection with your trading activity; and
    - (iv) take actions, including liquidation or suspension of trading, that may adversely affect your positions.



- g) Management of Conflicts. The Company maintains internal policies and procedures designed to identify and manage conflicts of interest. However, you acknowledge that such conflicts may not always be fully avoided and that the Company's actions may, in certain circumstances, be adverse to your interests.
- h) No Fiduciary Relationship. Nothing in these Derivatives Terms creates any fiduciary duty, agency, or advisory relationship between you and the Company. The Company acts solely as a service provider and trading venue in connection with Trading Operations.

## 12. No Right to Cancel – Termination of the service on Derivatives and Trading Operation.

- 12.1. No Right to Cancel. You acknowledge and agree that any Trading Operation is subject to any right of cancellation, rescission, or cooling-off, once a Trading Operation is executed, it is final and binding and cannot be cancelled, reversed, or unwound by you.
- 12.2. Effects of the Termination. If the services provided by this Derivatives Terms is terminated, the termination shall not affect:
  - a) any Trading Operation executed prior to termination;
  - b) any Open Position existing at the time of termination; or
  - c) any rights, obligations, losses, fees, or liabilities accrued prior to termination.
- 12.3. Effect on Opened Positions. Upon termination of the services provided under this Derivatives Terms, any Open Positions must be closed, settled, or liquidated in accordance with these Derivatives Terms. Until all Open Positions are fully closed and all resulting obligations satisfied, the relevant provisions of this agreement shall continue to apply.
- 12.4. No Reversal of Economic Effects. Termination of the services provided under these Derivatives Terms shall not entitle you to reverse, invalidate, or recover any losses incurred, nor shall it relieve you of any obligation to pay amounts due in respect of any Trading Operation, including Margin obligations, fees, or Liquidation Amounts.

## 13. Account Suspension.

- 13.1. The Company may, at its sole discretion, suspend or restrict one or more of your Accounts, with or without prior notice, where the Company reasonably considers such action necessary, including where:
  - a) the Company has reasonable grounds to suspect a breach of this Derivatives Terms,
  - b) Applicable Law, or AML/CFT requirements;



- c) required information or documentation has not been provided or is incomplete or inaccurate;
- d) any representation or warranty made by you is or becomes inaccurate;
- e) the Company reasonably believes you may be unable or unwilling to meet your payment, Margin, or other obligations;
- f) the Company reasonably suspects market abuse, manipulation, or misuse of the Trading Platform or related systems; or
- g) the Company has other reasonable grounds to protect users, manage risk, or maintain the integrity of its services.

13.2. The Company is not required to provide advance notice of a suspension but shall inform you as soon as reasonably practicable after such suspension has taken effect.

#### **14. Effects of Suspension.**

14.1. During a suspension:

- a) you may be prohibited from opening new positions or placing new Orders;
- b) existing Open Positions may be restricted, liquidated, or otherwise affected in accordance with these Derivatives Terms;
- c) the Company may permit Orders solely for the purpose of closing existing Open Positions or reducing risk but may prohibit Orders that would increase exposure or reduce available funds.

14.2. Any action taken during a suspension shall be without prejudice to the Company's rights to liquidate positions, apply Margin, or terminate this agreement.

#### **15. Review Following Suspension.**

Following a suspension, the Company shall review the relevant circumstances and may, at its discretion terminate the provision of the services established under these Derivatives Terms.

#### **16. Close-Out Netting.**

16.1. Single Agreement. These Derivatives Terms, together with all Trading Operations entered into under it, constitutes a single agreement between you and the Company. All Trading Operations are entered into in reliance on this single-agreement structure.



16.2. Netting Upon Liquidation. Upon the occurrence of a Liquidation Date following an Event of Default:

- a) all obligations in respect of outstanding Trading Operations shall be accelerated, terminated, and replaced by a single net obligation to pay the Liquidation Amount;
- b) no further payments or deliveries shall be required other than payment of the Liquidation Amount; and
- c) the Liquidation Amount shall be determined by the Company in accordance with these Derivatives Terms and expressed in the Root Currency.

16.3. Determination and Payment. If the Liquidation Amount is payable by you, you shall pay it immediately upon demand. If it is payable by the Company, it shall be paid subject to the application of Margin, set-off, and any other rights under this agreement.

**Schedule 3-A****DEFINITIONS**

**“Account”** shall mean the unique personalized Crypto Spot Account opened with the Company and is required to operate in Derivatives.

**“Affiliate”** means any person or entity that is directly or indirectly controlled by, or exercises significant influence over, another specific person or entity. Control entails the authority to make decisions and have a substantial impact on the affiliate's operations, while significant influence implies the ability to exert a substantial impact on decisions, operations, or financial outcomes, even without direct control, in a manner consistent with applicable laws and regulations.

**“Applicable Law”** means the Digital Assets and Registered Exchanges Act 2024 (DARE) or any other law, regulation, rule, guidance, directive or sanction issued by competent authorities and applicable to us or our business in The Bahamas.

**“Acceptable Margin”** means such Digital Assets, cash or any other type of assets that are accepted by the Company from time to time as eligible Margin for a Trading Operation, as determined by the Company in its discretion, and subject to such valuation methodologies, haircuts, limits, and conditions as the Company may apply.

**“Business Day”** means a day which is not a Saturday, Sunday or public holidays and upon which banks are open for business in the Bahamas.

**“Closed Position”** means a Derivative position on the Trading Platform that has been fully settled and closed out, in accordance with these Derivatives Terms, such that no further exposure, margin requirement, or obligation in respect of that position remains outstanding.

**“Company”** shall have the meaning assigned to this term in the preamble.

**“Derivatives”** means the Perpetual Futures Derivatives admitted being traded on the Trading Platform.

**“Digital Asset”** means a digital representation of value distributed through a DLT Platform where value is embedded or in which there is a contractual right of use and include without limitation digital tokens.

**“DLT Platform”** means an online mechanism for the sale, trade or exchange of Digital Asset.

**“Equity”** means the sum of (i) the balance of funds credited to your Account and (ii) the net Unrealized P&L on all Open Positions, as determined automatically by the Trading Platform.

**“Free Margin”** means the portion of Equity that exceeds the aggregate Used Margin in respect of all Open Positions, and which is available to support additional Trading Operations. Free Margin shall be determined by the Company and calculated as:

$$\text{Free Margin} = \text{Equity} - \text{Used Margin}.$$

**“General Terms”** means the General Terms for Digital Asset Brokerage, Perpetual Crypto-Futures Products, and Custody Services that you have entered into with the Company.



**“Liquidation Amount”** means the net amount, expressed in the Root Currency and determined by the Company as at the relevant Liquidation Date, payable as a result of the liquidation, forced close-out, or termination of one or more Derivative positions, after taking into account:

- (a) the close-out value or settlement value of the relevant positions;
- (b) any Realised P&L;
- (c) any applicable fees and charges, including liquidation fees; and
- (d) Liquidation Amount may be payable by you to the Company or, subject to these Derivatives Terms, by the Company to you.

**“Liquidation Date”** means the date and time, as determined by the Company, on which one or more Derivative positions are liquidated, forcibly closed, terminated, or otherwise exited pursuant to these Derivatives Terms, including as a result of a failure to meet a Margin Requirement, an Event of Default, or any other circumstance permitting liquidation under these Derivatives Terms.

**“Manifest Error”** shall have the meaning assigned to this term in Section 8.7. of this Derivatives Terms.

**“Margin”** means the Acceptable Margin transferred by you to the Account as collateral in respect of one or more Trading Operations in Derivative, including Margin Requirement, Used Margin and Free Margin.

Margin is calculated as:  $\Sigma(TotalAmountX \times MarginRatioX \times Rate X/RAT)$ ,

where:

*TotalAmountX* is the total amount of the asset X, including both available and locked funds.

*MarginRatioX* is the Margin ratio set for the asset X.

*Rate X/RAT* is the constantly updated rate of the asset X to the platform root asset.

**“Margin Call”** shall have the meaning assigned to this term in Section 7.4 of this Derivatives Terms.

**“Margin Level”** means your Equity divided Margin Used x 100% or (Account Balance + Unrealized PnL) divided Margin Used x 100%

$Margin\ level = Equity / Margin\ used \times 100\% \text{ or } (Account\ Balance + Unrealized\ PnL) / Margin\ Used \times 100\%$

**“Margin Requirement”** shall have the meaning assigned to this term in Section 7.1 of these Derivatives Terms.

**“Market Event”** means any event, circumstance, or change which, in the Company’s reasonable opinion, affects or may affect the price, value, liquidity, availability, functionality, settlement, or integrity of a Virtual Asset or Derivative, including (without limitation): (a) any fork, airdrop, network split, protocol upgrade, consensus mechanism change, token redenomination, migration, or other technological or structural change affecting a Digital Asset or its underlying network; (b) any suspension, disruption, congestion, degradation, failure, or abnormal operation of a blockchain, smart contract, oracle, pricing source, custody system, or related infrastructure; (c) any corporate action, issuer action, governance decision, or similar event affecting a Digital Asset or any rights, interests, or economic attributes associated with it; (d) any material change in market conditions,



including extreme volatility, reduced liquidity, market manipulation, abnormal trading activity, or the unavailability or unreliability of price data; (e) any change in applicable laws, regulations, regulatory guidance, or enforcement actions, or any requirement imposed by a governmental or regulatory authority; (f) any event of force majeure or other event beyond the reasonable control of the Platform.

**“Open Position”** means a Derivative position in the Trading Platform that remains outstanding and has not yet been considered a Closed Position, in accordance with these Derivatives Terms.

**“Perpetual Futures”** means the Derivative future contract which track the price of an underlying Digital Asset and which do not have an expiration date.

**“Realised P&L”** shall have the meaning assigned to this term in Section 8.5 of these Derivatives Terms.

**“Root Currency”** means the currency designated by the Company for the purposes of calculating, valuing, settling, and expressing Margin, fees, profits and losses, and any other amounts payable under these Derivatives Terms, as specified in the Trading Platform.

**“Toxic Flow”** means a trading behavior that materially impairs market integrity, liquidity provision, risk management, or pricing mechanisms, including high-frequency or latency-sensitive trading designed to exploit pricing delays, stale quotes, or technical inefficiencies.

**“Toxic Trades”** means trades executed at prices that do not reflect prevailing market value, including trades resulting from manifest errors, stale pricing, latency exploitation, system malfunctions, or artificial or non-market quotations.

**“Trading Fee”** means the fee that the Company will charge for trading in Derivatives as specified in Section 9.1(a) of the Derivatives Terms.

**“Trading Operation”** means the instruction that you submit via the Trading Platform to open or close a Derivatives position.

**“Trading Platform”** means the B2TRADER software and/or any other electronic trading system, application, interface, API, or related technology made available by or on behalf of the Company from time to time, through which you may conduct Trading Operations, monitor Derivatives positions, and access related services. The Company may modify, replace, upgrade, suspend, or discontinue any Trading Platform at its discretion.

**“Unrealised P&L”** shall have the meaning assigned to this term in Section 8.4 of these Derivatives Terms.

**“Used Margin”** means the Margin Requirement gets deducted from the Free Margin to serve as collateral in an Opened Position.



## Schedule 4. Copy Trading.

This Schedule 4 sets out the general framework that applies to our Copy Trading Services. By opening a Client Account and using our Copy Trading service, you acknowledge and agree that your use of it is governed by the General Terms and by this Schedule.

1. We may provide you with access to Copy Trading services as part of the Services under the General Terms.
2. **Risk acknowledgement:**
  - 2.1. By using the Copy Trading services, you acknowledge that you have made yourself aware of the risks related to Copy Trading, that you accept such risks, and that any decisions made in relation to Copy Trading are made on your own initiative.
  - 2.2. The Company accepts no responsibility for the activities of the Master or the performance of any Strategy, nor for any loss or damage related to investing in the Strategies. There are inherent limitations in statistics and indicators provided on a Trading Platform for any Strategy. Past performance is not indicative of future performance. No representation is made by us that any Strategy will or is likely to achieve profits or losses. You are advised to take all necessary precautions throughout the investing process and to seek independent financial advice on Copy Trading in general.
  - 2.3. We accept no responsibility for losses arising from the closure or suspension of any Strategy, which may occur at any time and without notice.
  - 2.4. It is the responsibility of the Investor to understand and acknowledge the risks before making investments and that he/she may suffer losses due to lack of diversification and/or situations where any subscribed Strategy is too heavily exposed in any type of financial risk such as without limitation credit risk, currency risk, concentration risk, geographical risk and that he/she may end up losing entire investment. It is understood that, the Company does not review the activities of Masters, either to confirm their experience, professionalism or to guarantee the performance of their Strategies.
  - 2.5. No aspect of the information and/or services provided and/or made available on our websites is intended to provide, or should be construed as providing, any investment, tax or other financial related advice of any kind. You should not consider any such content and/or any such feature to be a substitute for professional financial and/or investment advice. If you choose to engage in investment transactions based on content on the website and/or elect to allocate funds by following a specific strategy, then such decisions and investments and any consequences following therefrom shall be your sole responsibility.
  - 2.6. Any description and/or information in relation to a Strategy is not considered as confidential and/or personally identifiable information. You are advised that certain information (such as user names) may



be visible to Masters and/or Investors, and agree to the display of such information on the relevant Trading Platforms.

2.7. For the avoidance of all doubt, the Master or the Investor, as the case may be, accepts responsibility for possible financial losses resulting from the following risks:

2.7.1. Possible losses, unrealized profits, and the like that may arise while subscribing to any Strategy;

2.7.2. Risk of liquidation of Strategies;

2.7.3. Risk of losses resulting from technical difficulties that can cause delays in funds transferring from one account to another;

2.7.4. Risk of the Master lacking required skills, experience and education to materialize profits, whether expected or otherwise;

2.7.5. Risk of the Master's inability to access the Strategy due to either objective or subjective reasons;

2.7.6. Risk of actions aimed at inflicting financial losses to Clients with the purpose of facilitating the Master's profit;

2.7.7. Risk of delays in receiving information about alteration of this Terms;

2.7.8. Risk of misunderstanding of the terms of this Terms;

2.7.9. Risk of possible claims from the tax and financial authorities of jurisdictions where the Investors or the Master are located, domiciled or permanent residents thereof.

2.7.10. Under no circumstances we bear or accept responsibility for the consequences of the risks listed above.

### **3. Subscribing to a Strategy:**

3.1. You use your own discretion to browse and compare the performance of available Strategies through the Software, and decisions to start and stop subscribing to a Strategy are carried out exclusively on the basis of your own initiative and without any limitation by the Master or from us.

3.2. Subject to these Terms, Investors have full control and flexibility to begin or stop following any Strategy at any time.



3.3. Subscribing to any Strategy shall not be considered investment advice, a recommendation or portfolio management service provided by the us. All decisions to follow, continue or stop a Strategy are made solely at your discretion.

#### 4. Creating a Strategy:

4.1. When creating a Strategy, the Master may provide a name and/or description for such Strategy. The name and/or description of a Strategy may not contain any of the following elements:

4.1.1. Offensive language, including (but not limited to) racial, religious, nationalist, and ethnic slurs in any language;

4.1.2. Direct or indirect references to competing Strategies or Masters; to the Company; to any other third-party brand names; or to trademarks which the Master does not own or have any rights to use;

4.1.3. Direct or indirect references to any government, its agencies or regulatory bodies, or any officials thereof;

4.1.4. Promises of profit, or any similar promises;

4.1.5. Any names which, in the opinion of the Company, are misleading or unlawful.

4.2. In the event that we suspects that the Master is attempting to manipulate ranking parameters, exploit any weaknesses in the software, or that the Master does not act in the best interest of their Investors, we reserve the right to terminate the Strategy, as well as to disconnect all Investors from the Strategy, and/or to terminate the Copy Trading services.

4.3. We reserves the right to block any Strategy:

4.3.1. When fraudulent activity is detected or suspected;

4.3.2. If a Master fails to comply with a request from us for a change of a Strategy's name due to non-compliance with the naming requirements set out herein;

4.3.3. Any other reason at our own discretion.

4.4. When creating a Strategy, the Master must provide a plan ("Fee Plan"), which sets out fees charged by the Master to Investors of such Strategy.

4.5. All calculations on Strategies, as well as the transfer of all types of revenue to the Master shall be carried out by us.



4.6. For the avoidance of doubt, Masters act independently and do not provide investment advice, recommendations or any form of portfolio management on behalf of the Company.

**5. Limits and closure:**

5.1. We reserves the right, at its own discretion, to close a Strategy without notice, at any time and for any reason. All open positions will be forcibly closed at market rates and profit distribution, if any, will take place.

5.2. We reserves the right, but has no obligation, to impose risk limits, minimum deposits, or any other parameter related to a Strategy.