



Risk Warnings

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General

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These Risk Warnings are a non-exhaustive list of potential risks associated with the Platform and other products and Services we make available. By accessing the Platform or any of the Services, you are deemed to have reviewed, acknowledged, and accepted ALL such risks, including, without limitation, those described herein as well as those described in the Terms. You should also consider any other factors (such as local laws and requirements) which may not be listed below that are relevant to your circumstances and place of residence or operation. Some or all of the Services may not be available in your jurisdiction or place of residence or may be restricted to certain types of sophisticated or qualified investors.

Where relevant, the issuers or promoters of digital assets supported on the Platform may provide their own information in relation to functionality and risks of those digital assets. The Bullish Group takes no responsibility for the accuracy or completeness of such information.

Product risk

Digital Assets Generally: Digital assets are high risk products. The protocols, networks, systems, and other technology (including any blockchain or comparable technology) relating to any digital asset may include coding errors which may mean that they do not function as intended and may cause catastrophic failures. Forks, upgrades, software bugs, or a change in consensus mechanisms or how transactions are confirmed, among other factors, may have unintended adverse effects on the corresponding digital asset. Digital assets and their underlying technology may be vulnerable to attacks on their security, integrity or operation, including, without limitation, attacks using computing power to overwhelm the normal operation of a blockchain or its consensus mechanism and maliciously tamper with transactions (For eg. "double spending" attacks). A digital asset may be lost, double spent, lose its developers, miners/validators, or user community, or may otherwise lose all or most of its value, whether because of forks, attacks, bugs, changes to the features, characteristics, or properties of the digital asset, or failure of the digital asset to operate as intended, or any other reason. Activities relating to digital assets may also be subject to legal or regulatory restrictions or requirements in different jurisdictions, failure to comply with which may result in your

personal liability or imposition of fines. Therefore, you should check the position in your jurisdiction and seek professional advice if you are unsure. Bullish Group does not make any representation as to the appropriateness of digital assets as an investment or to the availability and/or liquidity of the same in your jurisdiction. You should consult your professional advisor in your jurisdiction before making any decision to invest, or otherwise deal, in digital assets and you acknowledge and agree you do so at your own risk.

Private Keys: Digital assets are controllable only by the possessor the unique public/private key pair relating to the wallet in which such assets are held. Private keys must be safeguarded and stored securely in order to prevent an unauthorized third party from accessing the assets held in such wallet. We, or our sub custodians or third party service providers, as the case may be, hold all digital assets in custody in two types of wallets: (i) hot wallets, which are managed online, and (ii) cold wallets, which are managed offline. To the extent any of our private keys are lost, destroyed, unable to be accessed by us or our sub custodians or third party service providers or otherwise compromised and no backup of such private key is accessible, we or our sub custodians or third party service providers will be unable to access the digital assets held in the related hot or cold wallet. Further, we cannot provide assurance that any of the wallets of any or all of our sub custodians or third party service providers will not be hacked, compromised, or subject to security breaches or malicious activities such that digital assets are sent to one or more private addresses that we or our sub custodians or third party service providers do not control, which could result in the loss of some or all of the digital assets that we or our sub custodians or third party service providers hold in custody on behalf of customers. Any loss of private keys relating to, a hack or other compromise of, hot wallets or cold wallets used to store our customers' digital assets could result in partial or total loss of customers' digital assets or adversely affect our customers' ability to sell their assets on, or withdraw their assets from, our Platform.

Third Party Sub Custodians: We may engage sub custodians or third party service providers to, as the case may be, (i) hold the digital assets you deposit in an omnibus wallet maintained and operated by them, (ii) provide the back-end infrastructure and related services that we use to hold the digital assets you deposit in an omnibus wallet maintained or hosted by them but operated by us, or (iii) to perform any of our other duties, obligations, and rights under the Terms or in connection with the Services. There is a risk of loss arising from the use of omnibus accounts or back-end infrastructure and related services provided or maintained by sub custodians and third party service providers. We attempt to protect ourselves and you by carefully selecting our sub custodians and third party service providers and by requiring them to adhere to a contractual standard of care and to implement extensive policies and procedures, including (without limitation) information security obligations, that are intended to reduce the risk of loss, but there can ultimately be no assurance that such measures will be entirely successful to avoid loss. For example, in the event of the insolvency, failure, default, breach, hacking, loss, business disruption, fraud, theft, error, negligence, or accident of or by a sub custodian or third party service provider contracted by Bullish to maintain and operate an omnibus account for digital assets, or to provide the back-end infrastructure that we use to hold your digital assets in an omnibus account, as applicable, Bullish as custodian on your behalf may only have an unsecured claim against the sub custodian or third party service provider in connection with the digital assets. While we will use commercially reasonable efforts, as determined by us, to attempt on your behalf to recover the amounts due, there is no assurance such efforts by us will be successful, or that any recovery will be obtained promptly or in full, and you are exposed to the resulting risk of loss. Bullish is not liable or responsible for any losses you may suffer that are caused directly or indirectly by our holding of digital assets relating to your Account with a sub custodian or third party service provider or the use of infrastructure and related services provided by a sub custodian or third party service provider. You bear all risk of loss in relation to or resulting from the foregoing. If you do not wish to accept this risk, you should not open an Account or access the Services.

No Deposit Protection: Digital assets held in your Account are not eligible for or subject to any public or private deposit insurance protection. While in some cases our sub custodians may be required, under our

contractual arrangements, to maintain certain insurance coverage while they provide custody of the digital asset we hold on your behalf, there is no assurance that any such insurance proceeds will actually be available, in full or at all, in an amount sufficient to cover any loss or shortfall that results from the sub custodian's holding of our (and your) digital asset, or that any such insurance proceeds will be available promptly. Fiat currency held in your Account may not be subject to deposit insurance protection, and there is no assurance that the proceeds of any deposit insurance (if available) will be sufficient to cover a shortfall relating to your Account. Please see the Terms for additional details.

Forks: Any user of an open source blockchain can download the software, modify it and then propose that other users and miners of that blockchain protocol adopt the modification. When a modification is introduced and the community decides to adopt the modification, the change is implemented via an update to the software and the blockchain protocol networks, as applicable, may continue in operation uninterrupted. However, if part of the community rejects the proposed modification, and the modification is not compatible with the software prior to its modification, the consequence would be a fork (i.e. a split) of the impacted blockchain protocol network with one group running the pre-modified software and the other running the modified software. The effect of such a fork would be the existence of two separate versions of the blockchain protocol network, operating simultaneously but incompatible with one another, and with each network's native token or digital asset unable to operate on the other's network. A fork can lead to a disruption of the relevant blockchain networks and our information technology systems, cybersecurity attacks, replay attacks or security weaknesses, any of which can lead to temporary or even permanent loss of the digital assets we hold for users. In the event of a fork, we will need time to evaluate the fork's impact on our operations and to determine our response, and we have the authority to suspend our Services in whole or in part without notice while we do so. We have sole discretion to determine whether we will support a forked network (or which branch of a blockchain network relating to a digital asset to support post-fork, if any) and all aspects of our response to a digital asset that undergoes a fork. In relation to any digital assets held in your Account, you have no right to, and we have no obligation to enable you to, realize any economic or other benefit from the occurrence of a fork (including, without limitation, with respect to any tokens or digital assets resulting therefrom), though we may elect, in our sole discretion, to attempt to do so in any manner, and pursuant to any terms or conditions, that we choose.

Limited Order Types: Users should be aware that only market orders, limit orders and stop limit orders are available on the Platform. Time in force parameters can be defined for both limit and stop limit orders. Stop limit orders can be used to provide some protection against trading losses as such orders are only filled when the stop price is reached and then only at or better than a specified price. It is important to note that the closer the stop price is to the specified price, the greater the possibility that the order will not be fully filled. This should be contrasted with stop market orders (which are not available on the Platform) which would be fully filled from the available liquidity.

AMM Instructions: The prices for trades of your assets pursuant to AMM Instructions are a function of supply and demand and will not be synchronised with prices quoted by any other third party exchanges or market data providers. Users of AMM Instructions bear responsibility for choosing the terms under which their assets will be used by the AMM to supply liquidity, including but not limited to the choice of price range, spread applicable to an AMM Instruction and quantity of assets. Users of AMM Instructions should be aware that relatively small price ranges may potentially increase income whilst at the same time increasing risk of impermanent losses as described below (due to the increased likelihood of crystallisation from reaching the price range boundary) and that income is only generated on trades that occur within the defined price range. Users of AMM Instructions should be aware that the value of their assets deployed in an AMM Instruction can decrease compared to simply holding the assets on their own; this risk is often described as "impermanent loss". This occurs when the price of assets deployed in an AMM Instruction diverges in either direction. The greater the divergence the greater the impermanent loss. For more

information about impermanent loss, and an example of how it can affect an AMM Instruction, see our Help Center.

Trading and market risk

No Advice on Transactions: Bullish does not advise on the merits or risks of any particular transactions, or tax consequences. Nothing that we or our representatives provide, such as (without limitation) market commentary, newsletters, educational materials, or market data or information, are, and none of them should be construed as, a recommendation, endorsement financial advice, solicitation or offer to sell, purchase or subscribe for any digital assets, products and/or services offered by Bullish Group. You should consult your financial, tax or other advisors. Any decision to buy or sell digital assets is your decision and Bullish Group will not be liable for any loss suffered.

Volatility and Liquidity Risks: Users should be aware that the market for digital assets is relatively new and is subject to very significant volatility and liquidity variations. Digital assets may have unique features that make them susceptible to substantial fluctuations in value, and to date a significant amount of digital asset trading has been driven by speculation. These fluctuations may decrease or increase the value of your digital asset portfolio at any given moment and in some cases the value of any specific digital asset may even fall to zero, which could result in a total loss of your investment. The value of digital assets can go down or up and there is a substantial risk that you could lose some or all of your investment when buying, selling, holding, or otherwise transacting in digital assets. You should carefully consider whether trading or holding digital assets is suitable for you in light of your financial position. Many factors, some known and others unknown, including (without limitation) supply and demand, the activity of other exchanges, the actions of regulators and governments around the world, and many others, may have a significant impact on prices for digital assets on the Platform and the market in general. There is a risk that material losses will arise to you and market participants as a result of volatility, liquidity constraints and speculation, among many other factors. You should ensure that you take all these risks into account when trading digital assets, including the amount of a transaction, the frequency of trading, margin and collateral obligations and any stop loss limits. If you feel uncomfortable with the risks or your Account position you should consider reducing or eliminating your exposure or seeking independent expert advice. You are solely responsible for forming your own views or consulting your professional advisors as to the advisability of any particular trade or transaction, and you bear all risk of loss in connection therewith.

Trading: You are solely responsible, and we accept no responsibility whatsoever for, and shall in no circumstances be liable to you in connection with your decisions, including your decision to buy or sell a digital asset at the price you choose. You are solely responsible for forming your own views or consulting your professional advisors as to the advisability of a particular trade, and you bear all risk of loss in connection therewith. If you do not wish to enter any particular trade, or are unable or unwilling to bear the risks, you should not buy or sell digital assets. When you trade using the Services, we will place corresponding orders with market actors and only confirm orders that can be matched correspondingly with those market actors. Please refer to the Settlement section below.

Settlement: In accordance with the Terms, we are the legal counterparty to your executed trades, making corresponding trades with market actors (which may be our affiliates or third parties) in our own name. Your executed trades are immediately settled and reflected in your Account, such that the updated asset balances are immediately available for trading. We conduct periodic reconciliations and net settlements with market actors to account for trades made with market actors. There is a risk that should a market actor become insolvent prior to completion of reconciliation and net settlement, or otherwise be prevented from completing a reconciliation or net settlement, there will be a mismatch between your account balance and the digital assets and fiat currencies held by Bullish in custody for you. This could result in a delay in you

receiving digital assets and fiat currencies reflected in your account balance or even partial or complete loss of such digital asset products or fiat currencies. While we will use commercially reasonable efforts to mitigate this risk, and to attempt to recover any amounts due, there is no assurance such efforts by us will be successful, or that any recovery will be obtained promptly or in full, and you are exposed to the resulting risk of loss. If you do not wish to accept this risk, you should consider not to open an Account or access the Services.

Risks due to regulatory, legal and tax uncertainty

The laws applicable to blockchain technology and digital assets will vary from jurisdiction to jurisdiction and it is your sole and exclusive responsibility to obtain your own legal, accounting and tax advice in respect of these matters.

Depending on your place of residence, you may not be able to use all of the services and functions of the Platform. It is your responsibility to comply with the rules and laws in your place of residence and the jurisdiction from which you access the Platform and the Services. We reserve the right in our sole discretion to modify, vary, limit, suspend, discontinue, or terminate the Services in any jurisdiction at any time based on our assessment of the applicable laws, regulations, and governmental policies in that jurisdiction.

You should note that in certain circumstances, such as where there has been a breach of our Terms or suspicious activity is detected, Bullish may, in its absolute discretion, suspend your Account until such time as the matter has been adequately resolved or appropriate action has been taken. In certain circumstances, Bullish may deem it necessary to report suspected illegal activity to applicable law enforcement agencies.

Risks related to technology, software and systems

Dependence on Software and Systems, Failures, Outages and Disruptions: We rely on technology and telecommunications infrastructure, including (without limitation) the internet, mobile services, cloud infrastructure and data centers, to conduct much of our business activity and to allow our customers to conduct financial transactions on the Platform. Our Services rely on software, including software developed or maintained internally and by third parties, that is highly complex. Our systems and operations, as well as those of the third parties on which we rely to conduct certain key functions, are vulnerable to disruptions from natural disasters, power and service outages, interruptions or losses, downtime, computer software and hardware and telecommunications failures, software bugs, cybersecurity attacks, hacking, or other intrusions, computer viruses, malware, distributed denial of service attacks, spam attacks, phishing or other social engineering, ransomware, security breaches, credential stuffing, technological failure, human error, acts of war, terrorism, improper operation, unauthorized entry, data loss, intentional bad actions and other similar events. If any of our systems, or those of our third party service providers, are disrupted for any reason, our products and services may fail, resulting in unanticipated disruptions, slower response times and delays in trade execution and processing, failed settlement of trades, incomplete or inaccurate accounting, recording or processing of trades, unauthorized trades, loss of customer information, increased demand on limited customer support resources, or other issues. The software on which we rely may contain errors, bugs or vulnerabilities, and our systems are subject to capacity limitations. Some errors, bugs or vulnerabilities inherently may be difficult to detect and may only be discovered after code has been released for external or internal use. Many of our systems are relatively new and may interact with one another in unanticipated ways. Errors, bugs, vulnerabilities, design defects or technical limitations within the software on which we rely may lead to negative customer experiences (including the communication of inaccurate information to customers), compromised ability of our products to perform in a manner consistent with customer expectations, compromised ability to protect the data (including personal data) of our customers, or an inability to provide some or all of our Services, or may be exploited by malicious actors. Our Platform and

Services are complex, and as our customer base grows, we may experience surges in trading volume on the Platform, which may cause our systems to exceed capacity constraints or operate at diminished speed or even fail, temporarily or for a more prolonged period of time, which would affect our ability to process transactions and potentially result in some customers' orders being executed at prices they did not anticipate or executed incorrectly, or not executed at all. Other digital asset trading platforms and exchanges have experienced outages resulting in their customers being unable to buy and sell digital assets and some customers experiencing downgraded service. Our Platform may in the future experience such outages from time to time. Disruptions to, destruction of, improper access to, breach of, instability or failure of our information technology systems or the external technology or systems of third parties with whom we do business that allow our customers to use our Services could lead to you being unable to use any or all of our Services. We make no warranty that the Services will always be available or uninterrupted, timely, secure, not subject to downtime or outages, free of viruses and vulnerabilities, or otherwise error-free.

Cybersecurity Breaches or Attacks: The transmission of information electronically can be subject to attack, interception, loss or corruption. In addition, computer viruses and malware can be distributed and spread rapidly over the internet and could infiltrate our systems or those of our customers or third party service providers. Infiltration of our systems or those of our customers or third party service providers could in the future lead to disruptions in systems, accidental or unauthorized access to or disclosure, loss, destruction, disablement or encryption of, use or misuse of or modification of confidential, sensitive or otherwise protected information (including personal data) and the corruption of data. In addition to traditional computer hackers, malicious code (such as viruses and worms), employee theft or misuse and denial-of-service attacks, sophisticated nation-state and nation-state-supported actors now engage in attacks (including advanced persistent threat intrusions). A vulnerability, error, bug, or other defect in our or a third party service provider's software or systems, a failure of our or a third party service providers' safeguards, policies or procedures, or a breach of our or a third party service provider's software or systems could result in the compromise of the confidentiality, integrity or availability of our systems or the data housed in our third party solutions. Although we have internal processes and technological measures in place to protect our systems and data and typically enter agreements relating to cybersecurity and data privacy with our third party service providers, we cannot guarantee that such measures or agreements will prevent the accidental or unauthorized access to or disclosure, loss, destruction, disablement or encryption of, use or misuse of or modification of data (including personal data), will prevent damage to, or interruption or breach of, our information systems, data (including personal data) and operations, or enable us to obtain adequate or any reimbursement from our third party service providers in the event we or they should suffer any such incidents. In addition, our and our third party service providers' remediation efforts may not be successful in anticipating, preventing, detecting or stopping attacks, or reacting in a timely manner.

Reliance on Third Parties: We rely on certain third party computer systems or third party service providers, including cloud infrastructure providers, internet service providers, payment services providers, market and third party data providers, regulatory services providers, clearing systems, banking systems, communications facilities and other facilities to run the Platform, facilitate trades by our customers and support or carry out certain regulatory obligations. These providers are susceptible to operational, technological and security vulnerabilities, interruptions, or business disruptions, including (without limitation) security breaches, which may impact our business or our ability to provide the Services, and our ability to monitor our third party service providers' data security is limited. In addition, these third party service providers may rely on subcontractors to provide services to us that face similar risks. An interruption in or the cessation of service by our third party service providers or their subcontractors, or deterioration in the quality of their service or performance, could be disruptive to our business and your ability to access any or all of the Services. Any contractual protections we may have from our third party service providers may not be sufficient to adequately protect us against such adverse consequences, and we may be unable to enforce any such contractual protections.

Use of affiliates & conflicts of interest

Affiliates of Bullish are involved in the provision of the services to you. For example, we place corresponding orders with Bullish affiliates who are market actors, including operators of the Bullish Exchange. Additionally, other Bullish affiliates may act as liquidity providers to Bullish, including by placing trades through automated market making instructions, and may earn a share of trading fees resulting from such trades. Potential conflicts of interest may arise by virtue of such relationships. Bullish and its affiliates seek to prevent and manage all material conflicts of interest in accordance with applicable law.

In particular, Bullish's day-to-day business decisions, including the acceptance of its customers' orders and the placement of corresponding orders, are taken independently and without influence of affiliates. The majority of Bullish's management team is personally and operationally separate from the management team responsible for other Bullish affiliates.

Generally, Bullish's order management and execution is based on a highly automated process and leaves only little room for manual intervention, mainly to enable Bullish to comply with applicable law, including market abuse prevention, suspension of trades in case of money laundering or other suspicious activity. Only selected personnel have the possibility to influence order management in the first place, and strict supervision is in place.

Also, when executing orders Bullish is required to comply with the market rules of the Bullish Exchange, which apply equally to all participants on the Exchange. The Exchange's matching engine matches and fills orders according to price-time priority and does not discriminate between customers when doing so. Bullish places corresponding orders for any orders received from its customers immediately in accordance with the Terms, without prioritizing certain orders. This also means that orders submitted to Bullish by specific persons cannot be prioritized in the first place.

Bullish has implemented market abuse monitoring processes and tools as well as a conflict of interest policy and corresponding controls. Access to any sensitive (trading) information is highly restricted and based on the specific operational needs of relevant entities and personnel. Employees have a code of conduct and are required to notify responsible (compliance) personnel of any suspicions of conflicts of interest. Beyond this, employee remuneration at Bullish is not predominantly based on quantitative commercial criteria but takes into account appropriate qualitative criteria reflecting compliance with applicable regulations, fair treatment of and the quality of services provided to customers.

Using the services

Supported digital assets: Under no circumstances should you attempt to use your Account to store, send, request, or receive digital assets in any form that we do not support. Such actions may lead to the permanent loss of your digital asset.

Bullish may decide to discontinue support for any digital asset on the Platform or may cease to offer pairs on such digital asset, Bullish may decide to no longer support transactions in a digital asset or fiat currency pair or Bullish may make transactions in a particular digital asset or pair unavailable to users from a particular geographic region or based on other eligibility requirements. This may mean that you will not be able to convert such digital asset into another digital asset or into fiat currencies. Bullish may impose time limits on holding discontinued assets in Bullish accounts and may, in certain circumstances, require you to transfer such balances off the Platform to your external wallets. Bullish Group takes no responsibility whatsoever for any loss you suffer as a result of such actions.

Separately negotiated agreements: From time to time, we may, subject to Applicable Law and as

determined by us in our sole discretion, enter into separately negotiated arrangements with certain users that supplements certain of the economic or other terms of the Terms or the Policies, in each case solely as applicable to that user's relationship with Bullish and use of the Platform and the Services. Any such separately negotiated arrangements will be entered into based on factors or considerations determined by us to be relevant in our sole discretion, and arrangements or terms offered to one user may not be available to all, or even any, other users. You do not have any claim against us or the user that receives additional or different rights or terms as a result of a separately negotiated arrangement, and the validity of or enforceability of the Terms or other Policies entered into by and between you and us are not affected by the existence of or the terms and conditions of any separately negotiated arrangements we may have with any other user.

Suspension or termination: There are circumstances under which we may suspend or terminate your Account or any of the Services, in whole or in part, or your access thereto, in our sole discretion, in accordance with the Terms and we may do so immediately without notice to you in the event of certain circumstances as provided therein. We may also impose limits on the amount of fiat or digital assets that you are able to withdraw from your Account, or suspend withdrawals, in our sole discretion.

Insolvency risk: The financial situation of Bullish and/or members of the Bullish Group may deteriorate and lead to the inability of Bullish to meet its obligations or cause us to become insolvent or bankrupt or be placed in receivership. If this happens, we may be unable to meet our obligations to you and other users and you may suffer losses.

New York forum selection for disputes and arbitration clause: The Terms are governed by and construed in accordance with New York law and the courts located in New York State shall have exclusive jurisdiction over any dispute, claim, action, suit, or proceeding instituted by you. All disputes and claims in connection with the Terms and/or Services shall be finally resolved by binding arbitration in accordance with the prevailing JAMS Streamlined Arbitration Rules & Procedures

Unanticipated risks: Digital assets are a new and untested technology. In addition to the risks set out in this statement, there are other risks associated with your acquisition, storage, transfer and use of digital assets, as well as the security risks associated with the use of a digital assets wallet, including those that Bullish may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out above.

THE ABOVE RISK WARNINGS ARE NOT INTENDED TO BE A CONCLUSIVE OR EXHAUSTIVE LIST OF RISKS THAT ARE APPLICABLE TO BUYING, SELLING AND TRADING DIGITAL ASSETS ON THE PLATFORM. YOU REMAIN RESPONSIBLE FOR TAKING CARE TO UNDERSTAND THE TECHNOLOGICAL, ECONOMIC AND LEGAL NATURE OF DIGITAL ASSETS AND FOR CAREFULLY MANAGING YOUR EXPOSURE IN ACCORDANCE WITH THAT UNDERSTANDING AND YOUR RISK APPETITE FOR INNOVATIVE, VOLATILE AND SPECULATIVE NEW TECHNOLOGIES AND ASSETS. LAWS AND REGULATIONS VARY FROM COUNTRY TO COUNTRY AND IT IS YOUR RESPONSIBILITY TO ENSURE YOUR COMPLIANCE WITH SUCH LAWS AND REGULATIONS.

FROM TIME TO TIME WE MAY PUBLISH NEWS, FEATURES AND MARKET AND INFRASTRUCTURE UPDATES. THESE ARE FOR INFORMATION PURPOSES ONLY AND ARE NOT INTENDED TO BE, NOR SHOULD THEY BE CONSIDERED AS, ADVICE, FINANCIAL OR OTHERWISE.