

CLIENT AGREEMENT, RISK DISCLOSURE STATEMENT AND ELECTRONIC TRADING TERMS

MEX DIGITAL PTY LTD | ACN 645 164 209
VERSION V1 | JULY 2021

VERSION: 001
DATE: 13 JULY 2021

RISK DISCLOSURE STATEMENT

This notice is provided to you (the “Client” or “you”) because you are considering dealing with MEX Digital Pty Ltd (“hereinafter the Firm”) in Digital Asset Trading, including but not limited to the purchase and sale orders and facilitating the settlement of transactions (“Transactions”) relating to the purchase and sale of Digital Assets including Bitcoin, Ethereum or other crypto or digital assets authorised by us to be traded on our Platform.

This notice cannot and does not disclose or explain all of the risks and other significant aspects involved in dealing in these Transactions and was designed to explain in general terms the nature of the risks particular to dealing in these Transactions and to help the Client to make decisions on an informed basis.

Prior to registering for an account on the website, you should consider carefully whether trading in these Transactions is suitable for you in the light of your circumstances and financial situation. Digital Asset Trading involves different levels of exposure to risk and, in deciding whether to trade, you should be aware of the following points:

Invitations:

- a. During the term of this Client Agreement, you or an Authorised Person (the “Invitor”), through an Agreed Communication Method, may invite the other Party to provide an offer to either purchase or sell Digital Assets from or to, as applicable, the Invitor, on a principal-to-principal basis, indicating the amount of Digital Assets to be traded, and the direction of trade as either buying or selling (an “Invitation”).
- b. If a Party or its Authorised Person (the “Offeror”) responds to an Invitor with an offer for Digital Assets through an Agreed Communication Method, such offer in respect of the Invitation will constitute a binding offer by the Offeror to conduct a Transaction, provided the following terms are clearly expressed:
 - the Ordered Digital Assets which are the subject of the Transaction;
 - the number of Ordered Digital Assets which are the subject of the Transaction;
 - the price of the Ordered Digital Assets, including the currency (whether Fiat Currency or further Digital Assets), which will be the purchase price of the Ordered Digital Assets;
 - the time, if any, at which the offer will expire and be deemed to have been rejected; and
 - the Total Consideration, (together a communication that clearly expresses these elements is an “Offer”).
 - For the avoidance of doubt, a Party is under no obligation to make an Offer in response to an Invitation by an Invitor.
- c. The risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time. It is recommended that you only enter into trades when you understand the trading option you are using, the characteristics of the digital asset you intend to trade, and the potential financial risk of loss trading them entails.

- d. Transactions in Digital Assets may be irreversible and losses due to fraudulent or accidental may not be recoverable.
- e. A relatively small market movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you. The price and liquidity of Digital Assets may be subject to large fluctuations in the future.
- f. The nature of Digital Assets may lead to an increased risk of fraud or cyber-attack and technological difficulties experienced by the Platform may prevent access to or use of your Digital Assets and the Platform, or services provided may become unavailable due to the changes which may result in losses or liabilities due to the termination or suspension of the Platform or any of the services.
- g. The value of Digital Assets may be derived from the continued willingness of market participants to exchange Fiat currency or Digital Assets for Digital Assets which may result in potential or permanent loss of the value of a particular digital asset should the market for that digital asset disappear.
- h. Regulatory or legislative amendments at a state or international level may adversely affect the value, use, transfer and exchange of Digital Assets. In the event of a substantial digital asset subject to exclusion, we may decide to remove the particular digital asset from the Platform. Under such circumstances, you will be informed to either request for a withdrawal or convert the digital asset in any other acceptable crypto or digital asset within a limited timeframe (3 business days).
- i. You may sustain a total loss of funds in your Account which under certain market conditions, you may find difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit or there is insufficient liquidity in the market.
- j. We will not provide or recommend you with financial product advice relating to Digital Asset Trading. The only information we will give you will be as to how Digital Asset Trading on our platform works. Should you require more information relating to Digital Asset Trading, please seek external independent advice.
- k. Our insolvency or default may lead to your positions being liquidated or closed out without your consent. As all cash deposits lodged with us are held in a segregated client account or accounts. It should also be noted that keeping your funds in a segregated client account does not offer or guarantee absolute protection of your funds in the event of our insolvency or default where there is a deficit in the segregated client account.
- l. Although by dealing with us you will not be dealing in securities, you need to be aware that you may still be subject to the Corporations Act 2001 and, in particular, the market manipulation and insider trading provisions of the Act.
- m. The obligations to you under the Client Agreement and Digital Asset Trading are unsecured obligations, meaning that you are an unsecured creditor of ours.
- n. All Digital Asset positions involve risk, and are subject to extreme volatility and at times, illiquidity and ever changing regulatory environment, which will impact on its liquidity and values.
- o. You acknowledge that there are risks associated with utilising an internet-based trading system including, but not limited to, the failure of hardware, software, and internet connections. You understand that the Firm shall not be responsible for any communication

failures, disruptions, errors, distortions or delays you may experience when trading via the services, however caused.

1. TERMS AND CONDITIONS

1.1 Introduction

The Client wishes to deal in Digital Assets in accordance with the Client's instructions from time to time, and in accordance with the terms and conditions contained in this Agreement.

These terms and conditions are part of the agreement between MEX Digital Pty Ltd (ACN 645 164 209) (“we”, “our” or “us”) and you the client (“you” or “yourself”) which governs our trading services and all transactions we conduct with you. The Firm operates under the trading name of MEX Digital.

We are registered with AUSTRAC. Our office is located at Suite 61.03, Level 61, 19 Martin Place, Sydney NSW 2000 Australia.

The Agreement between us is constituted by the following documents:

- Online registration form;
- The website’s terms and conditions upon creating an account with us;
- Any additional terms and conditions issued by us and notified to you and accepted by you, in connection with our dealings with you;
- Information sheets which we may publish from time to time;
- These documents are referred to as the “Agreement”.
- There are other materials that explain the basis of our dealings with you and this includes:
 - Our website, which includes our trading platform.

Please read this Agreement carefully and seek professional advice if necessary. Contracts that we enter into with you under this Agreement are legally binding and enforceable. By signing the Application form or by electronically submitting your application on our website you confirm that you accept the terms of the Agreement. When we open an account for you, you will be bound by the Agreement in your dealings with us.

1.2 Interpretation

If there is any conflict between the terms of this Agreement and any applicable law, the applicable law will prevail.

- a. Headings and examples in this Agreement are for ease of reference only and do not form part of this Agreement.
- b. The singular includes the plural, and the converse also applies. The masculine includes the feminine.
- c. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

- d. A reference to a person includes bodies corporate, unincorporated, associations, trusts, partnerships, individuals, or other entity, whether or not it comprises a separate legal entity.
- e. A reference to an agreement or document (including a reference to this Agreement) is to the Agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- f. A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal representatives).
- g. A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- h. Any reference to any enactment includes references to any statutory modification or re-enactment of such enactment or to any regulation or order made under such enactment (or under such a modification or re-enactment).
- i. All references to times of the day are to the time in Sydney, New South Wales, Australia, unless otherwise specified.

1.3 Who Are We

MEX Digital Pty Ltd is incorporated under the Corporations Act 2001 (Commonwealth) and is under the jurisdiction of the Australian Securities and Investments Commission (“ASIC”) and registered with the Australian Transactions Reports and Analysis Centre (“AUSTRAC”) to operate as a digital asset exchange; enabling clients to make purchase and sale orders on our Platform.

The Firm is owned and supported by an experienced and capable staff and investors which have provided the capital to expand and support its operations.

2. GENERAL INFORMATION

2.1 Principal

We will deal with you as principal and not as agent on your behalf. This means that any trades are agreed directly between you and us and we will be the counterparty to all of your trades. Unless we agree otherwise in writing, you will also deal with us as principal and not as an agent or representative of another person. You will not permit any person to deal on your behalf unless we agree that such person (the “Agent”) can act on your behalf. We will be entitled to rely on any instructions given to us by the Agent in relation to your account. We may require confirmation that the Agent has authority to act on your behalf at any time we reasonably consider appropriate.

2.2 No Financial Advice

We will not provide any financial product advice to you, in relation to the terms and conditions of this Agreement or on the merits of any trade. We deal with you on an execution-only basis

and any advice we give you will be generic information only. This means that any information we do give you has been prepared without taking account of your objectives, financial situation or needs. In the circumstances, you should seek professional advice as to whether the digital assets that we offer are suitable for your purposes having regard to your objectives, financial situation or needs.

2.3 Investment Research And Other Published Information

We may from time to time send published research reports and recommendations and other publications to you. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons. We make no representations as to the time of receipt by you of research reports or recommendations and cannot guarantee that you will receive such research reports or recommendations at the same time as other clients. We shall not be liable for any investment decision you make, based in whole or in part, on any investment research report, recommendation or other publication we send to you. Any such published research reports or recommendations may appear in one or more screen information service.

2.4 All Trades At Your Risk

We may, but are under no obligation:

- a. To satisfy ourselves as to the suitability of any trade for you;
- b. To monitor or advise you on the status of any trades.

2.5 Reliance On Your Own Judgment

You must understand the risks of dealing in Digital Assets and rely solely upon your own judgement in dealing with us. We are not under any responsibility or owe to you any duty of care to monitor your trades or to prevent you from trading beyond your means or ability or otherwise, to protect you. If you require further information regarding the risks of dealing in Digital Assets, please seek external independent advice.

2.6 Transactions

All Transactions are entered in reliance on the fact that this Client Agreement and all Confirmations form a single agreement you and us (collectively referred to as this "Client Agreement") and the Parties would not otherwise enter into any Transactions.

2.7 Our Trading Service

Our trading service is an on-line service and you specifically consent to the receipt of documents in electronic form via email, website, or other electronic means. Upon your request we will send you the product disclosure statement and financial services guide in paper form at no charge.

2.8 Access To Internet

You confirm that you have regular access to the internet and consent to us providing you with information about us and our services (including market information), our costs and charges and our notices by email or by posting such information on our website or on our trading platform. You acknowledge that in the event that you are unable for any reason whatsoever to place a trade or close a position because of difficulties you may be having with our trading platform, you will immediately contact our customer support.

3. OUR DISCRETIONS

Various clauses of this Agreement confer discretions on us to act in circumstances that are set out in the relevant provision.

3.1 Account Opening

You are required to create an account with us in order to use our services. The Account will be used to store various Digital Assets transferred by you on the Platform. The Account may be registered by any individual who is over 18 years old or an institution by its authorised representatives, provided such individual and institution have read and understood the Risk Disclosure Statement. We reserve the right to refuse to open an account for any reason whatsoever. We may, in our sole discretion, limit the number of Accounts that you may hold, maintain or acquire with us.

3.2 Account Information

In order to engage in trades, you must create an Account, and where required, associated wallets and custodial accounts or facilities, and provide any requested information. You undertake and warrant to us that any information provided to us is correct and that you will immediately inform us of any material change to that information and including any changes to your contact details or financial status.

3.3 Trust Account

All moneys deposited by you to the credit of your account will be held in an account with an Australian ADI

3.4 Account Details

Upon opening an account with us, you will be given an internet specific password, which must be declared, together with your account number, when you wish to access your account. You will also be given an account name, which must also be declared to access your account in certain circumstances.

It is your responsibility to keep your account number and security information confidential and agree that you will not disclose your account number or password to any other person. You must take responsibility for all activities that occur under your Account, and associated custodial or wallet setup of the Digital Assets, and accept all risks of any authorised or

unauthorised access to your Account, to the maximum extent permitted by law. You will be deemed to have authorised all trading under your account number irrespective of whether the person using it for the purpose of trading is using it with your authority, unless the trade in question is not one that you in fact authorised directly or through a power of attorney; and

- a. The person using the account number obtained it from us as a result of our negligence,
- b. We otherwise act negligently in accepting instructions on your account.

4. INSTRUCTIONS

We will not accept an order left with other employees, on an answering machine or on a voice mail facility.

4.1 Account Security Information

You are required to keep all security information relating to the account, including, but not limited to, any username, account number, user id and password, wallet identification, authentication codes, confidential and we do not have to establish the authority of anyone using these items. If you are aware or suspect that these items are no longer confidential, you agree to contact us as soon as practicable so that they may be changed.

4.2 Confirmation Of Instructions

We may also, although we are not obliged to, require confirmation of any order or instruction: If any instruction is to close your account; or otherwise, if it reasonably appears to us that confirmation is necessary or desirable. Once your order has been executed, you may not change, withdraw or cancel your authorisation for us to complete such transaction. We reserve the right to refuse any cancellation request associated with a market order once you have submitted such order. We note that all trades are irreversible once initiated.

4.3 Acknowledgement Of Instructions

Instructions may be acknowledged orally or in writing to us, as appropriate.

4.4 Internet Instructions

Any order or instruction sent by you by internet will only be deemed to have been received and will only then constitute a valid instruction between you and us, when such order or instruction has been recorded as accepted and confirmed to you.

4.5 Instruction Not A Contract

Any order made by you is always subject to us accepting your offer and such order having been recorded as accepted and confirmed by us to you.

Right not to accept orders:

We may, but shall not be obliged to, accept instructions to enter into a transaction. If we decline to enter into a proposed transaction, we shall not be obliged to give a reason, but we shall promptly notify you accordingly.

Execution of orders:

We shall use our reasonable endeavours to execute any order promptly, but in accepting your orders we do not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. If we encounter any material difficulty relevant to the proper carrying out of an order on your behalf, we shall notify you promptly. We will notify you of any material changes to our order execution policy, but it is your responsibility to check for any other changes to our order execution policy as published from time to time at www.mexdigital.com. We will consider the continued placement of orders by you to constitute your continued consent to our order execution policy as in effect from time to time.

4.6 Correct Designation

It is your responsibility to ensure that moneys sent to us are correctly designated in all respects, including, where applicable, that the moneys are by way of credit and to which account they should be applied. We will provide you from time to time with details of such arrangements as may apply to making payments to us, which may include permitting payments in different currencies as notified by us to you.

5. CONSENT TO RECORDING OF TELEPHONE CONVERSATIONS

You consent to:

- a. The electronic recording of your telephone discussions with us, with or without an automatic tone warning device; and
- b. The use of recordings or transcripts from such recordings for any purpose, including, but not limited to, their use as evidence by either party in any dispute between you and us.

6. OPERATING YOUR ACCOUNT

6.1 Charges And Fees You Pay

You agree to pay trading and withdrawal fees (subject to the transactions) and receive the benefits set out in this Agreement, or as otherwise advised from time to time. You agree that the fees and charges are subject to change, and it is your responsibility to ensure that you are familiar with how the fees, charges, commission, and other payments are calculated. You also agree to pay interest, in respect on any unpaid amount due under this Agreement, at a rate equal to three per cent per annum over the cash rate of the Reserve Bank of Australia (or of such monetary authority as may replace it). Such interest accrues and is calculated daily from the date payment was due until the date you pay in full and is compounded monthly. All sales and purchases of Digital Assets are final. We do not accept any returns or provide refunds for your purchase of Digital Assets from us, except as otherwise provided in these Terms.

6.2 Funding your Account

In order to complete an order or trade, you must first load Funds to your Account using one of the approved External Accounts identified via the Services. You may be required to verify that you control the External Account that you use to load Funds to your Account. You may be charged fees by the External Account you use to fund your Account. We are not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for your use of any External Account, and you agree to comply with all terms and conditions applicable to any External Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and we make no guarantee regarding the amount of time it may take to load Funds into your Account.

Be advised that fiat funds held in your account are exclusively for the purchase of Digital Assets or withdrawal to your approved External Account. Proceeds from the sale of Digital Assets will be credited to your account, less any transactional or other fees. Furthermore, be advised that we do not pay interest on free fiat balances held in your account.

6.3 Interest On Account

The company shall not be obliged to pay interest to the customer on any funds which the company holds. The customer waives all rights and entitlements to interest earned on the account.

6.4 Commissions

Other than in the limited circumstances, we do not receive commissions.

6.5 Timing Of Credits Deductions Or Fees Which You Are To Pay From Your Account

Any applicable charges will be deducted from your account the day following the day on which the charges were incurred, and benefits will be paid the day on which it was derived.

6.6 Incorrect Crediting Of Account

- a. **Limitation of liability:** except in the case of our fraud, we do not accept responsibility for, nor are we liable for, any loss or damage suffered by you as a result of you trading on moneys deposited in or credited to your account in error by, or upon behalf of, us.
- b. **Permitted deductions:** we are entitled at any time to deduct, without notice or recourse to you, any moneys deposited in, or credited to, your account in error by, or on behalf of, us.

6.7 Reporting To You

- a. **Confirmations:** in respect of each contract entered into by us with you, a confirmation will appear in the trading platform. If the confirmation does not appear within 30 minutes you must contact us immediately and if you do not do so the details, or lack thereof, that

we have recorded in relation to the contract will be deemed to have been accepted by you.

b. Trading Platform:

- You agree and acknowledge that: reports will be sent to you via our trading platform where you will be able to view, download and print them;
- You authorise us to use the trading platform as the means of providing the confirmations, daily statements, monthly statements and other reports we make;
- You will access and use such trading platform to:
 - Receive the confirmations, daily statements, monthly statements and other reports we provide;
 - Confirm all contracts; and
 - Monitor your obligations under this Agreement.

6.8 Inactive Account

We may charge a monthly fee for any accounts which have had no "activity" for 3 consecutive months. By activity we mean no new trades placed or rollovers on existing open positions. The monthly inactive account fee is US\$60.00 per calendar month. This means that the first possible account maintenance fee (for inactive accounts) would be debited from your account 4 months from the last activity as defined above. This fee will never be applied to accounts that are in debit and if the credit balance is less than the fee amount i.e. balance of \$5, we would only charge the amount which would zero out the balance on the account, and never create a debit balance from a credit balance.

6.9 Unclaimed Money

Where money remains in an inactive account for a period of six (6) consecutive years and there is a credit balance, we will forward the moneys to the New South Wales Office of State Revenue's unclaimed money account.

7. OPENING A TRADE

7.1 Trading Digital Assets

We provide you with the capacity to trade legal tender for digital assets and vice versa, and to trade one type of digital asset for another type of digital asset. You may also use our Services to purchase and sell Digital Assets directly from and to us.

Only valid payment methods specified by us may be used to purchase Digital Assets. By placing an order to purchase Digital Assets from us, you represent and warrant that:

- a. you are authorised to use the designated payment method; and
- b. you authorise us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your purchase order may be suspended or cancelled

automatically. You agree to resolve any problems we encounter in order to proceed with your purchase order.

All sales and purchases of Digital Assets by us via our trading services are final. We do not accept any returns or provide refunds for your purchase of Digital Assets from us, except as otherwise provided in these Terms.

7.2 Opening Trade Using Our Trading Platform

You will be able to open or close a position and execute limit orders on a trade opened with us via our trading platform. We will have no liability to you if any internet connection is lost with the result that you are unable to trade at any given price.

We do not warrant that the trading platform will always be available or accessible when the exchanges on which the underlying digital assets in respect of which you have traded or wish to trade are open and we reserve the right to remove altogether or reduce the trading platform service at any time for any purpose, without thereby incurring any liability to you.

If our computer records are at variance with your own records or recollection of your trading, the version of events recorded contemporaneously by our computer will prevail and our obligations to each other (including the obligation to pay any money) will be assessed and calculated on the basis that our contemporaneous computer records are correct and are conclusive evidence of the matters they record.

7.3 Nature Of Quote

Prior to completing your purchase or sale of Digital Assets from us, we will provide notice of the amount of Digital Assets you intend to purchase or sell and the amount of funds you will be required to pay us to receive such Digital Assets or legal tender. You agree to comply with any terms and conditions provided within such notice to complete your purchase transaction.

A quote given to you by one of our traders is not an offer to contract. If you indicate that you wish to trade at the price quoted you will be deemed to be making an offer to trade at the quoted price and our trader will be entitled to confirm or reject that offer. No trade will be effective unless and until such confirmation is given.

In the event of an error, whether via our trading services, in a purchase order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such error and revise your purchase transaction accordingly (including charging the correct price) or to cancel the purchase and refund any amount received. Your sole remedy in the event of an error is to cancel your purchase order and obtain a refund of any amount charged.

7.4 Formation Of Contract

Your clicking 'buy' or 'sell' will send a message to our traders indicating that you wish to trade on the terms and conditions indicated. This message will constitute an offer by you to buy or sell at the price and trade size chosen. If we accept the trade, we will send you a message to this effect. Your Trade will not have been placed and no contract will come into existence until we send this message to you. You must wait for this message to appear after sending a 'buy'

or 'sell' message and should you not receive this within two minutes you must notify us immediately. If you do not receive our confirmation and you do not notify us as required, you will be deemed to have agreed only the transactions recorded by us. Similarly, if you dispute the contents of any confirmation sent by us to you, you must notify us immediately upon receipt by mail; if you do not, the transactions recorded by us will be deemed to have been agreed by you.

7.5 Currency

All trades will be conducted in the currency appropriate to the trade and will be converted into your account base currency at the prevailing exchange rate for the purposes of calculating the components of your account summary.

7.6 Calculations

We are the calculation agent for each Transaction and calculations are carried out by us, acting in a commercially reasonable manner and in good faith. We are, subject to the relevant Confirmation, responsible for:

- a. calculating any rates, amounts, periods and dates (including changes to any of them) specified in the Confirmation;
- b. giving notice to you of such rates, amounts, periods and dates;
- c. determining the value in Fiat Currency of any Digital Asset;
- d. effecting or calculating any Fiat Currency or Digital Asset conversion necessary or desirable for the purposes of any Transaction (including in connection with the calculation of any Settlement Amount);
- e. calculating any netting or set-off in accordance to Clause 9.
- f. The calculations and determinations of the calculation agent are final and binding between you and us in the absence of manifest error.

7.7 Settlement

You must make the payments and deliveries and perform other obligations required by a Transaction:

- a. using the Platform, unless otherwise agreed;
- b. in accordance with:
 - the relevant Confirmation;
 - this Client Agreement;
 - the Platform Terms (if applicable);
- c. in the amount specified in the relevant Offer; and
- d. in freely transferable and immediately available Fiat Currency and/or Digital Assets, without set-off, counterclaim or deduction or withholding (including on account of any Tax) unless:
 - required by law; or
 - permitted under this Client Agreement.

You shall settle the relevant Transaction using its available funds or balance in the Account.

7.8 Difference In Buy And Sell Prices

You understand there may be a wider difference between 'buy' and 'sell' prices you are quoted on closing a position than when it was opened.

7.9 Trading Platform Manipulation

If we reasonably believe that you have manipulated our prices, our execution processes or our trading platform, we may in our sole and absolute discretion without notice to you:

- a. Enforce the trade(s) against you if it is a trade(s) which results in you owing money to us;
- b. Treat all your trades as void from the outset if they are trades which result in us owing money to you, unless you produce conclusive evidence within 5 days of us giving you notice under this clause that you have not committed any breach of warranty, misrepresentation or undertaking in this Agreement;
- c. Withhold any funds suspected to have been derived from any such activities;
- d. Make any resultant corrections or adjustments to your account;
- e. Close your account; and/or
- f. Take such other action as we consider appropriate.

7.10 Your Obligation To Notify Us

It is your responsibility to notify us immediately via email of any changes in your contact details and to provide us with any alternative contact details. You acknowledge that we are not liable for any losses (including indirect or consequential losses), costs, expense or damages incurred or suffered by you as a consequence of your failure to do so.

8. EVENTS OF DEFAULT

8.1 What Constitutes An Event Of Default

The following constitute events of default, which upon their occurrence give us the right to take action in accordance with Clause 8.2:

- a. An insolvency event occurs in relation to you;
- b. You are an individual and you die or become of unsound mind;
- c. You are in breach of any warranty or representation made under this Agreement and/or any information provided to us in connection with this Agreement is or has become untrue or misleading;
- d. Any fee due to us is not paid in accordance with this Agreement;
- e. Whether or not any sums are currently due to us from you, where any cheque or other payment instrument has not been met on first expectation or is subsequently dishonoured or you have consistently failed to pay any amount owed to us in time;
- f. At any time or for any period deemed reasonable by us you are not contactable or you do not respond to any notice or correspondence from us;

- g. We reasonably believe it is prudent for us to take any or all of the actions described in Clause 8.2 in light of any relevant legal or regulatory requirement applicable either to you or to us;
- h. We reasonably consider that there are abnormal trading conditions;
- i. We reasonably consider it necessary for the protection of our rights under this Agreement;
- j. We consider that you may be in breach of any applicable law;
- k. We are so requested by ASIC, AUSTRAC or any other regulatory body or authority;

8.2 What Action May We Take?

If an event of default occurs, we may take all or any of the following actions:

- a. Immediately require payment of any amount you owe us,
- b. Terminate this Agreement;
- c. Close all or any of your open positions;
- d. Refuse orders to establish new positions;
- e. Exercise our rights of set off against (including but not limited to) the funds held on your behalf in the segregated client account;
- f. Limit or withdraw the credit on your account;
- g. Suspend your account and refuse to execute any trades;
- h. Combine, close or consolidate any of the accounts sustained by you and offset any and/or amounts owed to, or by, us in such manner as we may in our absolute discretion determine;
- i. Retain any amount owed by us to you against any contingent liability of yours to us or as long as the contingency subsists; or
- j. Exercise any power or right that we may have in accordance with this agreement or in law or equity or take any other form of action.

8.3 Additional Closing Rights

We may also close your account on 14 days' notice in the circumstances set out below. If we rely on our rights under this clause, your account will be suspended during the 14-day notice period and you will not be able to place trades other than those to close existing open positions. If you have not closed all the open positions within the 14 days' notice we are entitled to take any action within Clause 8.2. The relevant circumstances are:

- a. Any litigation is commenced involving both of us in an adversarial position to each other and, in view of the subject matter of or any issues in dispute in relation to that litigation, we reasonably decide that we cannot continue to deal with you while the litigation is pending;
- b. Where you have persistently acted in an abusive manner toward our staff (for example by displaying what we consider to be serious discourtesy or the use of offensive or insulting language);
- c. Where we believe on reasonable grounds that you are unable to manage the risks that arise from your trades.

8.4 Our Rights To Close Or Void

Without limiting our right to take action under Clauses 8.2 and 8.3, we may also close or void individual open positions and/or cancel any order. We reserve the right to close all or part of the open position in order to minimise the amount in any dispute; and/or there is a material breach of the agreement in relation to the open position.

8.5 Our Rights To Suspend Account

Without limiting our right to take action under Clauses 8.2, 8.3 and 8.4, we may in our sole and absolute discretion suspend your account pending investigation for any reason. Whilst your account is suspended you will be able to close your open positions, but you will not be entitled to place new trades. Circumstances in which we may choose to exercise this right include but are not limited to the following:

- a. When we have reasonable grounds for believing that an event of default has occurred or may occur but believe that it is reasonably necessary to investigate circumstances with a view to confirming this;
- b. When we have reasonable grounds for believing that you do not have a sufficient understanding of the trades which you are placing or the risks involved;
- c. When we have not received within 10 days of a written request all information, which we believe that we require in connection with this Agreement;
- d. We have reason to believe that there has been a breach in your account share or that there has been a threat to your account share; or
- e. We have reason to believe that it is necessary for us to comply with any regulatory requirements.

8.6 Conclude Investigations

If we have suspended your account pending investigation, we will use reasonable endeavours to conclude our investigation within five (5) business days. When we conclude our investigation, we will inform you whether trading on your account may resume or whether we will seek to take further action pursuant to this Agreement.

8.7 Exercise Of Rights

We may exercise our rights under this Clause 15 at any time after the relevant event has occurred.

9. NETTING AND SETTING OFF

At any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (the "Liquidation Date") for the termination and liquidation of Netting Transactions in accordance with this Clause.

This Agreement and all trades under it form part of a singular agreement between us and you, and we both acknowledge that we enter into this Agreement and any trades under it in reliance upon these terms.

10. PAYMENTS

10.1 Your Payments Must Be The Full Amount

When you make any payment, which is subject to any withholding or deduction under this Agreement, you must pay to us an amount that ensures that the amount actually received by us is equal to the full amount we would have received had no withholding or deduction been made.

10.2 Payments We Owe You And You Owe To Us Are Offset

- a. If on any day, the same amounts are payable under this Agreement in respect of the same account by either you or us to the other in the same currency, then, on such date, each of our obligations to make payment to such amount will be automatically satisfied and discharged.
- b. On the other hand, if the aggregate amount that is payable by one of us exceeds the aggregate amount that is payable by the other in the same currency, then the one who has to pay the larger amount must pay the excess to the other, and the obligations to make payment of each party will be satisfied and discharged.

10.3 Payment Of Amounts Due To Us

Unless otherwise provided in this Agreement, all amounts due to us will, at our option:

- a. Be deducted from any funds held by us for you; or
- b. Be paid by you in accordance with this Agreement.

You must pay all fees and charges that may be levied by us from time to time.

10.4 Withdrawing Credit From Your Account

When your account is in credit, you may request us to effect payment by available means of the amount in credit of such amount as you may specify. But we may at our discretion withhold from the amount of the credit balance if:

- a. If you have any contingent liability to us (or to any of our associates), in respect of any other account open with us;
- b. We reasonably determine that there is an unresolved dispute between us and you in connection with this Agreement; or
- c. We consider it necessary or desirable to withhold such amount to comply with our regulatory or legal obligations, and we will notify you as soon as reasonably practicable if we decide to take such action.

10.5 No Security Interests Created

Nothing in this Agreement is intended to create or does create in favour of either of us any mortgage, charge, lien, pledge or other security interest in any cash or other property transferred by one to the other.

10.6 Payments Transferred Must Have Free Title

Each of us agrees that all rights, title and interest to and in any payment which it transfers to the under this Agreement vests in the recipient clear of any liens, charges, encumbrances or other interest of the transferor or any third party.

11. AMENDMENT AND TERMINATION

11.1 Amending Agreement

We may amend or replace this Agreement by giving written notice of the changes. We will only make changes for good reason, including:

- a. Making the provisions clearer or more favourable to you;
- b. Reflecting legitimate increases or reductions in the cost of providing services to you;
- c. Rectifying any mistakes that may be discovered;
- d. Reflecting any changes in the applicable laws, codes of practice or decisions by court, ombudsman, regulator or similar body;
- e. Reflecting changes in market conditions;
- f. Reflecting changes in the way we do business.

11.2 You May Object

If you object to any changes, you must notify us within 7 days of the date the notice is deemed to be received under Clause 27. If you do not do so, you will be deemed to have accepted the changes. If you give us notice that you object, then the changes will not bind you; but we may require you to close your account as soon as reasonably practicable and/or restrict you from placing trades and/or orders to close your open positions.

11.3 Application Date

Subject to Clause 11.2, the amendments made under this Clause 11 will apply, including to all open positions and unexecuted orders, from the effective date as stated by us of the changes specified in the notice.

11.4 Our Right To Terminate

We may terminate this Agreement and close your account at any time for any reason; this right is in addition to any other rights to terminate this Agreement or close your account that we may have under this Agreement.

11.5 Your Right To Terminate

You may also terminate this Agreement or close your account at any time by giving us written notice. Your account will be closed as soon as reasonably practicable after we have received

notice, all open positions are closed, or orders cancelled, and all of your obligations are discharged.

11.6 Reservation Of Rights

If you or we provide notice to close your account or terminate this Agreement, we reserve the right to refuse to allow you to enter into any further trades or orders which may lead to you holding further open positions.

11.7 Survival Of Obligations

Termination of this agreement will not release either party from their obligations or liabilities accrued prior to the termination of this agreement.

11.8 Severability

The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

12. APPLICATION OF ACCOUNT FUNDS

12.1 Our Rights To Apply Account Funds

We may at any time without prior notice to you, in order to discharge your obligations (actual or contingent) under this Agreement:

- a. Apply all or part of any currency held by us in your account and any currency held by us for the purpose of your dealings in such order or manner as we think fit, whether the liabilities are actual or contingent, primary or collateral, joint or several;
- b. Combine or consolidate all or any of your accounts with us; and
- c. Convert at a commercial rate currency held by us in your account into a currency or currencies in which payments are due from you to us and without us being responsible to you for any loss resulting from such conversion.

13. LEGAL AND REGULATORY REQUIREMENTS

13.1 Our Actions To Comply With The Law

Despite any other provision of this Agreement, in providing the services in this Agreement, we will be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with all applicable laws. You hereby indemnify us against all liability including any claim, loss, expense, or cost incurred as a result of our actions under this clause.

13.2 You Agree To Comply With The Law

You agree strictly to comply with all applicable laws. If we reasonably consider you have not so complied, we may terminate this Agreement immediately without notice.

14. LIMITATION OF LIABILITY

14.1 Reasonably Foreseeable Losses

- a. You will indemnify, protect and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Platform or accessing our services through use of your designated passwords, systems, devices and agreed communication method, whether or not you have authorised such use.
- b. You acknowledge and accept that we make no representations or warranties, express or implied, with respect to any Digital Asset. To the extent applicable, all warranties, express or implied, including without limitation any implied warranties of merchantability and fitness for a particular purpose, are disclaimed by us.
- c. Other than is described in Clause 14.2 and subject to our limits on our liability in this Clause 14.1, we are each only responsible for losses that are reasonably foreseeable consequences of breaches of this Agreement are at the time the Agreement is entered into.

14.2 Indirect Losses

We are not responsible for indirect or consequential losses which occur as a side effect of the main loss and damage which are not foreseeable by you and us. We are not liable to you for losses which you incur which are foreseeable by us for the reason that you have communicated the possibility of such losses or any special circumstances to us.

14.3 Loss Of Profit

We are not liable to you for any loss of profit or opportunity.

14.4 Application Of Limitations

The limitations of liability in this Clause apply whether or not we or any of our employees or agents knew of the possibility of the claim being incurred.

14.5 You Agree To Indemnify Us

You agree continuously to indemnify us (and each of our officers, directors, members, employees, agents and affiliates) against all losses (including consequential losses), taxes, expenses, damages, charges, receipts, demands and expenses of any nature and on any account and liabilities present, future, contingent or otherwise and including legal fees on a full indemnity basis which may be suffered or incurred or brought against us or in connection with or caused by:

- a. Your breach of this Agreement;
- b. Any representation or warranty given by you being incorrect, misleading or untrue, or any error in any order or instruction which is, or appears to be, from an authorised person, unless and to the extent only such is suffered or incurred as a result of our gross negligence or wilful default.

14.6 Survival Of Indemnity

The indemnity in Clause 14.5 survives termination of this Agreement and any transaction under this Agreement.

15. DEALING WITH YOUR ACCOUNT

15.1 You Authorise Us To Deal With Your Account

To the extent permitted by law, you irrevocably and unconditionally authorise us and/or any associate of ours to:

- a. Withdraw, deduct or apply any amounts payable by you to us and/or any associate of ours under this Agreement from your money's held in any segregated trust account or invested by us, entered into by you or the payment of interest or charges to us, it being acknowledged and agreed by you that such amounts belong to us under this Agreement and may be used by us in our business from time to time, including for the payment of amounts to our counterparties;
- b. Pay, withdraw, deduct or apply any amounts from your money's held in any segregated trust account or invested by us, it being acknowledged and agreed by you that any such amounts that belong to us may be used by us in our business from time to time, including for the payment of amounts to our counterparties;
- c. Deal with any property, other than money, given to us in accordance with the terms and conditions of this Agreement, including, without limitation:
 - Dealing with such property in connection with services you elected to be provided by you: or
 - Selling or charging in any way any or all of your property which may from time to time be in the possession or control of us or any of our associates following the happening of an event of default;
- d. Deal with any property, other than money, given to us;
- e. Deal with such moneys in any other way as permitted by you in writing.

16. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

16.1 Your Warranties

You undertake, warrant and represent to us, with the intention that the following undertakings, warranties and representations are repeated each time you provide instructions to us:

- a. **Legal disability:** you are not under any legal disability and are not subject to any law which prevents you from entering this Agreement or;
- b. **Corporate authorisation:** if you are a company, you are empowered by, and have obtained, all necessary corporate or other authorities under your constitution and at law;
- c. **Consents:** you have obtained all necessary consents and have the authority to consent to and enter into this Agreement which may be against us as a counterparty;
- d. **Compliance with laws:** you are complying with all laws to which you are subject;

- e. **Able to pay debts:** you are able to pay your debts as and when they fall due and are not otherwise insolvent or presumed to be insolvent under any law;
- f. **No liquidator etc:** no liquidator, provisional liquidator, receiver, receiver and manager, trustee, controller, official manager, administrator or similar officer has been appointed in relation to your affairs and no application has been made for the appointment of any of these persons;
- g. **Information accurate:** at all times the information provided by you to us, whether in the application form or otherwise will be complete, accurate and not misleading in any material respect;
- h. **Transactions:** you will not conduct any transactions, including trades, which contravene laws or regulations in any transactions in relation to insider trading, market manipulation or market abuse;
- i. **Suitability:** you fully understand the high risks associated and the potential for high profits with entering into the Transaction contemplated under this Agreement and that you have obtained relevant taxation, legal and other professional advice in relation to the Transactions;
- j. **Non-infringement:** In executing and complying with this agreement, you will not infringe any provisions of any other document or agreement you are a party to;
- k. **Our services:** you acknowledge and understand that we will not provide legal, tax, accounting, or personal financial advice to you as part of the services we provide you in accordance with this agreement.
- l. **Acting as principal:** you acknowledge and understand that we will be acting as principal in our relationship with you. Our directors, employees and associates may and can deal on their own account in relation to your transactions;
- m. **Extent of authority:** We are not required to act in accordance with your instructions if in our opinion to do so would or could constitute a breach by it or its agent or counterparty of the Corporations Act or any other Applicable Law.

16.2 Notification Of Changes

You undertake that throughout the term of this Agreement you will promptly notify us via email of any change to the details supplied by you in your online registration form and any material or anticipated change in your financial circumstances which may affect the basis upon which we do business with you.

16.3 Electronic Services

- a. Subject to Clause 17 all warranties, express and implied, as to the description, quality, performance, or fitness of the purposes for you of the electronic services or any component of such electronic services are disclaimed and excluded.
- b. We do not warrant or forecast that the electronic services or any component of any electronic services or any services performed in respect of any such electronic services will meet the requirements of any user, or that the operation of the electronic services will be uninterrupted or error-free, or that any services performed in respect of the electronic services will be uninterrupted or error-free.

16.4 Acceptable Use

When accessing or using our trading services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our services. Without limiting the generality of the foregoing, you agree that you will not:

- a. Use our services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our services, or that could damage, disable, overburden or impair the functioning of our services in any manner;
- b. Use our services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;
- c. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our services or to extract data;
- d. Use or attempt to use another user's account without authorisation;
- e. Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our services that you are not authorised to access;
- f. Develop any third-party applications that interact with our services without our prior written consent;
- g. Provide false, inaccurate, or misleading information; and
- h. Encourage or induce any third party to engage in any of the activities prohibited under this Section.

17. ELECTRONIC SERVICE TERMS

17.1 Scope

This Clause 17 applies to your use of electronic services.

17.2 Access

Once you have gone through the share procedures associated with an electronic service provided by us, you will get access to such service, unless agreed otherwise or stated on our website. Please consult our website for more details on operating times. We may change our share procedures at any time, and we will tell you of any new procedures that apply to you as soon as possible.

17.3 Access Requirements

You will be responsible for providing the system to enable you to use an electronic service.

17.4 Virus Detection

You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.

17.5 Use Of Information, Data And Software

In the event that you receive any data, information, or software via the electronic service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

17.6 When Using The Electronic Service You Must:

- a. Ensure that the system is maintained in good order and is suitable for use with such electronic service;
- b. Run such tests and provide such information to us as we reasonably consider necessary to establish that the system satisfies the requirements notified by us to you from time to time;
- c. Carry out virus checks on a regular basis;
- d. Inform us immediately of any unauthorised access to an electronic service or any unauthorised transaction or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease; and
- e. Not at any time leave the terminal from which you have accessed such electronic service or let anyone else use the terminal until you have logged off such electronic service.

17.7 System Defects

In the event you become aware of a material defect, malfunction, or virus in the system or in an electronic service, you will immediately notify us of such defect, malfunction or virus and cease all use of such electronic service until you have received permission from us to resume use.

17.8 Intellectual Property

All rights in patents, copyrights, design rights, trademarks, and any other intellectual property rights (whether registered or unregistered) relating to the electronic services remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the electronic services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the electronic services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the electronic services made in accordance with law are subject to the terms and conditions of this Agreement. You must ensure that all the licensors' trademarks and copyright and restricted rights notices are reproduced on these copies. You must maintain an up-to-date written record of the number of copies of the electronic services made by you. If we so request, you must as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the electronic services.

17.9 Liability And Indemnity

Without prejudice to any other terms and conditions of this Agreement relating to the limitation of liability and provision of indemnities, the following clauses apply to our electronic services:

- a. **System errors:** we have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, unauthorised use or access to your Account, External Account, wallet, custody accounts, breach of security associated with your Account, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to electronic services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to electronic services for this reason.
- b. **Delays:** neither we nor any third-party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with an electronic service.
- c. **Viruses from an electronic service:** we have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the system via the electronic service or any software provided by us to you in order to enable you to use the electronic service, so long as we have taken reasonable steps to prevent any such introduction.
- d. **Viruses from your system:** you must ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.
- e. **Unauthorised use:** we are not liable for any loss, liability or cost whatsoever arising from any unauthorised use of the electronic service. You continuously indemnify us against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the electronic service by using your designated passwords, whether or not you authorised such use.

17.10 Suspension Or Permanent Withdrawal With Notice

We may suspend or permanently withdraw an electronic service, by giving you 10 days' written notice.

17.11 Immediate Suspension Or Permanent Withdrawal

We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use the electronic service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the applicable laws, breach of any provisions of this Agreement, on the occurrence of an event of default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of share. In addition, the use of an electronic service may be terminated automatically, upon the termination (for

whatever reason) of (i) any licence granted to us that relates to the electronic service; or (ii) this Agreement.

17.12 Effects Of Termination

In the event of a termination of the use of the electronic service for any reason, upon request by us, you must, at our option, return to us or destroy all hardware, software and documentation that we have provided you in connection with such electronic service and any copies thereof.

18. FORCE MAJEURE

18.1 Force Majeure Event

We may in our reasonable opinion determine that an emergency or exceptional market condition exists (“a force majeure event”), including but not limited to:

- a. You are prevented from completing a Transaction, or it becomes impossible or impracticable for you to complete a Transaction, due to a force majeure event that is beyond your control to overcome, having used reasonable commercial efforts, including without limitation, acts of war and terrorism, insurrection, civil disorder, acts of God, industrial action, acts of state, or any other operational or technical failures;
- b. The suspension, closure, liquidation or abandonment of any relevant market or underlying digital assets;
- c. The imposition of limits or special or unusual terms in the relevant markets or underlying digital assets;
- d. The excessive movement, volatility or loss of liquidity in the relevant markets or underlying digital assets; or
- e. Where we reasonably anticipate that any of the circumstances set out in Paragraphs 18.1(a) to (d) of this Agreement are about to occur.

18.2 Actions We May Take

If we determine that a force majeure event exists, then we may (without prejudice to any other rights under this Agreement and at our sole discretion) take any one or more of the following steps:

- a. Alter normal trading times;
- b. Amend or vary this Agreement and any transaction contemplated by this Agreement, including any contract, insofar as it is impractical or impossible for us to comply with our obligations to you;
- c. Take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances having regard to the positions of us, you and other customers.

18.3 Notification Of Force Majeure Event

To the extent practicable, we will take reasonable steps to notify you of any action that we propose to take under Clause 18.2 before we take such action. If it is not practicable to give you prior notice, we will notify you at the time promptly after taking any such action.

18.4 Liability

If we determine that a force majeure event exists, we will not be liable to you for any failure, hindrance or delay in performing our obligations under this Agreement or for taking or omitting to take any action in accordance with Clauses 18.2 or 18.3 of this Agreement.

19. DISPUTE RESOLUTION

19.1 Informing Us About Disputes

You should inform us immediately in writing of any dispute or difference whatsoever in connection with this Agreement. We will endeavour to investigate and resolve any dispute or difference in accordance with our internal complaints handling system.

19.2 Where We May Commence Legal Proceedings

We may commence proceedings against you in any relevant jurisdiction in addition to submitting any dispute or difference whatsoever with you in connection with this Agreement to arbitration.

19.3 Internal Complaints Handling Policy

You should contact us for information on how complaints are handled by us internally.

20. PRIVACY

20.1 Personal Information

In the course of opening your account and providing services to you under this Agreement, it will be necessary for us to obtain and hold personal information that we obtain from you in accordance with data protection and anti-money laundering legislation. You agree that we can rely on, hold and process personal information for the purpose of performing those services and our obligations under this Agreement and for the purpose of improving those services through such things as product improvement and development.

20.2 Provision Of Our Services

If you do not provide the information requested by us or agree to our information handling practices detailed in this Agreement, we may not be able to provide our services to you.

20.3 Disclosing Information

You agree to us disclosing any information we collect from you:

- a. In accordance with this Clause 20;
- b. Where we are required by law or regulatory authorities;
- c. To regulatory authorities and to such third parties as we originally consider necessary in order to prevent crime;
- d. Where reasonably necessary, to any third party which provides a service to us in connection with this Agreement but restricted to the purposes of providing that service.

20.4 Credit And Identity Checks

You consent to us, or our agents acting on our behalf, carrying our credit and identity checks, including money laundering, compliance regulatory reporting and fraud prevention checks, as we may reasonably consider necessary or desirable, including references on your bank or any credit reference agency. You agree that any third party that we use for this purpose may share any information concerning you with us and other organisations.

20.5 Introducing Brokers

In the situation where you have been introduced to by an introducing broker, you consent to us exchanging information with that introducing broker for the purposes of this Clause 20. You may withdraw your consent by advising us accordingly.

20.6 New Products Or Services

You authorise us to contact you by email to give you information about our new products or services and you consent to us using your data for this purpose for the period that you have an account with us and after you have closed the account. However, if you do not wish to receive such information, you should advise us.

20.7 Pass Personal Data

You authorise us to pass your personal information to selected related entities of us or third parties for the purpose of contacting you by email, telephone or post to give you information about products offered by that related party for the period you have an account with us and after you have closed it. If you no longer wish to receive this information, you should advise us.

20.8 Other Countries

You acknowledge that it may be necessary for your information to be transferred to someone who provides a service to us in other countries, and you consent to such transfer.

20.9 Access To Information

You may contact us at the address listed in the product disclosure statement if you wish to request access to any personal information that we hold about you for the time.

20.10 Recording

We may record all conversations with you and monitor and maintain a record of all emails sent by or to us. All such records are our property and can be used by us.

21. ILLEGALITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement under the law of that jurisdiction nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will be in any way affected.

22. ASSIGNMENT AND DELEGATION

The following provisions apply in relation to assignment and delegation:

- a. You may not assign any of your rights or delegate any of your obligations under this Agreement to any person without our prior written consent.
- b. You may not charge any or all of their rights under this Agreement, including any rights to deposits held by us.
- c. Without prejudice to clause 22(a) of this Agreement, we may assign our rights or delegate any of our obligations under this Agreement to any person on giving not less than seven (7) business days' notice to you, subject to obtaining ASIC approval where, and to the extent that such approval is required by law.
- d. If you are in default of any of your obligations under this Agreement, we will be entitled (without prejudice to any other rights it may have) at any time thereafter to assign to any person with immediate effect all or any of our rights in respect of moneys owing to us under this Agreement, as well as any security or other remedies available to us in respect of such moneys. If any such assignment is made, you will, if so required by us and the assignee, acknowledge in writing that the assignee has assumed our rights and obligations under this Agreement in relation to the relevant moneys owing by you.
- e. Despite anything to the contrary contained in this Agreement, we may disclose to any actual or potential delegate or assignee as referred to in clause 22 (c) of this Agreement, such information relating to you and your relationship with us, as we see fit.

23. RIGHTS AND REMEDIES

The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

24. RIGHTS OF THIRD PARTIES

Nothing in this Agreement is intended to confer on any person other than us or you any right to enforce any term of this Agreement.

25. DELAY, OMISSION AND WAIVER

The following provisions apply to any delay, omission, and waiver:

- a. No delay or omission on our part in exercising any right, power or remedy provided by law or under this Agreement, or partial or defective exercise thereof, will:
 - Impair or prevent further or other exercise of such right, power or remedy; or
 - Operate as a waiver of such right, power or remedy. No waiver of any breach of any term of this Agreement will (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same term or as authorising a continuation of the particular breach.

26. GOVERNING LAW AND JURISDICTION

26.1 Law

This Agreement between us and you will be governed by and construed in accordance with the law of New South Wales, Australia.

26.2 Jurisdiction

You and we submit, for the benefit of us only, to the non-exclusive jurisdiction of the courts of New South Wales, Australia. For the avoidance of doubt, this Clause 26 will not prevent us from commencing proceedings in any other relevant jurisdiction.

27. NOTICES

27.1 Notices Must Be In Writing

Subject to Clause 27.2, any notice or other communication given or made under or in connection with the matters contemplated by this Agreement will, except where oral communication is expressly provided for, be in writing and will be sent to the address below:

- a. MEX Digital Pty Ltd
Suite 61.03, Level 61
19 Martin Place, Sydney
New South Wales 2000
Australia
Ph no.: (02) 9195 4050
- b. You: the address, phone number and electronic mail address provided by you for this purpose.

27.2 Provision Of Notice

A notice in writing can be provided by letter, fax, and email or to the extent permitted by applicable laws, the website including the trading platform. We may send notices to you at

your last known home or email address, place of work, fax, telephone, pager number or other contact details.

27.3 When Notices Are Received

Any such notice will be deemed to have been received:

- a. If delivered personally or by hand, at the time of delivery;
- b. If posted, within three (3) business days of posting;
- c. If oral, whether by telephone or face to face, when actually given;
- d. If by leaving a message on a telephone answering machine or voice mail, one hour after the message was left;
- e. If sent by facsimile, one hour after completion of its transmission; and
- f. If sent by electronic mail, one hour after sending.

27.4 Change Of Notice Details

You may alter the address (including electronic mail address) to which confirmations, statements and other communications are issued, by written notice to us and we may notify you of a change to any of its details as stated above, provided in either case that such alteration will only be effective on the later of the date specified in the notice and the time of deemed service under Clause 27.3 of this Agreement.

27.5 Deemed Notice Where Notice Sent Contact Details Provided

You agree and acknowledge that any confirmations, statements, and any other written notices will be deemed to have been properly given or made available if sent to the address (including electronic mail address) last notified to us by you.

27.6 Your Responsibility To Update Contact Details

You agree and acknowledge that you are solely responsible for ensuring that we have your current address, telephone number, facsimile number and electronic mail address.

28. STATUS OF COMPANY

By entering into this Agreement, you expressly acknowledge that MEX Digital Pty Ltd is not an Authorised Deposit Taking Institution, and it is not regulated by the Australian Prudential Regulation Authority.

29. SCHEDULE 1

29.1 Definitions

In this Agreement the following terms and expressions have, unless the context otherwise requires, the following meanings:

Account	means an account you have with us;
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Agreement	means this Client Agreement, as amended, varied, or replaced from time to time;
Agreed Communication Method	means registered email;
AML/CTF Act	means the Anti-Money Laundering and Counter-Terrorism Financing Act and all regulations, rules and instruments made under that Act;
Applicable Laws	means all: <ul style="list-style-type: none"> • Applicable provisions of laws and regulations, including all relevant rules of government agencies, exchanges, trade and clearing associations and self-regulatory organisations, that apply to the parties, this Agreement and the transactions contemplated by this Agreement; and • Applicable Australian law including, but not limited to, the Corporations Act 2001, ASIC Act and AML/CTF Act; and • Applicable market rules.
Application Form	means the application form and account opening documentation, including documentation required to be returned for the purposes of complying with Anti-Money Laundering and Counter-Terrorism Financing legislation, completed by you and submitted to us;
ASIC	means the Australian Securities and Investments Commission;
Associate	means: <ul style="list-style-type: none"> • A person who is an officer, employee, agent, representative or associate of a party; • A related body corporate of a party; and • A person who is an officer, employee, agent, representative or associate of a related body corporate of a party
Australian Law	means all laws, procedures, standards and codes of practice that apply in relation to the parties, this Agreement and the transactions contemplated by this Agreement, including the Corporations Act, the ASIC Act, ASIC policy and the Privacy Act (Cth) 1998.
Authorised person	means you and/or any person authorised by you to give instructions to us under this Agreement;
Business day	means:

	<ul style="list-style-type: none"> Any day other than a Saturday, Sunday or public holiday on which banks are open for business in Sydney, New South Wales, Australia; In the case of services relating to spots on a security, basket or index to which limited hours trading applies, any day on which the exchange on which the relevant security or each constituent security has its primary listing, or the exchange on which the index operates, whichever is applicable, is open for trading, and will exclude any day on which all trading on the relevant exchange is closed or suspended; In the case of services relating to spots on a security, basket or index to which limited hours trading does not apply, any day on which any relevant exchange is open for trading.
Confirmation	means a form of notification, which may be provided by us electronically, including via the internet, requiring access by the client, confirming entry into a contract;
Contract	means any contract, whether oral or written, relating to digital assets entered into by us with you or any back to back agreement which we may enter into to enable us to enter into or fulfil our obligations under such contract;
Corporations Act	means the Corporations Act 2001 of the Commonwealth of Australia;
Electronic service	means a service provided by us, for example an internet trading service offering clients access to information and trading facilities, via an internet service, a wap service and/or an electronic order routing system and including relevant software provided by us to enable you to use an electronic trading service;
Event of default	means an event described in Clause 8.1;
Exchange rate	means the exchange rate we may reasonably offer to you from time to time having regard to the applicable prevailing interbank rates and our spread, and which is available to you from us via the electronic services or on request;
External Account	means any Financial Account or Digital Asset Account: (i) from which you may load Funds into your Account, and (ii) to which you may transfer Funds to and from your Account.
Fiat Currency	means money of any jurisdiction that is designated as legal tender and is customarily used and accepted as a medium of exchange in its jurisdiction of issue, as determined by MEX Digital Pty Ltd in its sole discretion

Financial Account	means any financial account of which you are the beneficial owner that is maintained by a third party outside of the Services, including, but not limited to third-party payment service accounts or accounts, wallets, electronic storage maintained by third party financial institutions or entities.
Force majeure event	has the meaning given to it in Clause 18 of this Agreement;
Funds	means Digital Asset and/or legal tender.
Insolvency event	<p>means any of the following:</p> <ol style="list-style-type: none"> a. An order is made that a corporate client be wound up; b. An application is made to a court for an order: <ul style="list-style-type: none"> • that a corporate client be wound up; • appointing a liquidator or provisional liquidator for a corporate client; c. A liquidator, provisional liquidator or controller is appointed to a corporate client; d. A resolution is passed to appoint an administrator to a corporate client; e. You enter into a deed of company arrangement or propose a reorganisation, moratorium or other administration involving all or any of your creditors; f. A corporate client is dissolved or wound up in any other way; g. You are or state that you are unable to pay your debts as and when they fall due; h. You are or state that you are insolvent; i. You seek or obtain protection from any of your creditors under any legislation; j. You become insolvent or commit an act of bankruptcy or your estate comes within the law dealing with bankrupts; k. A bankruptcy petition is presented in respect of you or, if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed; l. If execution is levied against your business or your property and is not removed, released, lifted, discharged or discontinued within 28 days; m. You seek a moratorium or propose any arrangement or compromise with your creditors; n. Any other event having substantially the same legal effect as the events specified in Paragraphs (a) to (n) above;

	<ul style="list-style-type: none"> o. Any security created by any mortgagee or charge becomes enforceable against you and the mortgagee or chargee takes steps to enforce the security or charge; p. Any indebtedness of you or any of your related corporations becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of your default or the default of any of your subsidiaries, or you or any of your subsidiaries fail to discharge any indebtedness on its due date; q. Any of the representations or warranties given by you are, or become, untrue; r. We reasonably consider it necessary for our own protection or the protection of our associates.
Loss	means damage, loss, cost, claim, liability, obligation or expense (including legal costs and expenses of any kind), of any kind whatsoever under any theory of liability, including direct, indirect, consequential, incidental or special losses, economic losses or loss of profits, loss of data, loss of goodwill or business reputation, cost of obtaining substitute tokens, or other intangible loss.
Market rules	means the rules, regulations, customs and practices from time to time of any exchange, licensed financial market, clearing house, licensed clearing and settlement facility, or other organisation or market involved in the conclusion, execution or settlement of a transaction or contract and any exercise by such Exchange, clearing house or other organisation or market of any power or authority conferred on it;
Platform	means the website, the Digital Asset Services and the Account
Settlement amount	<p>means, in respect of a Transaction that is terminated and the corresponding termination time, the amount of losses or costs that are or would be incurred (expressed as a positive number) or gains or profits that are or would be realised (expressed as a negative number) (whether in Fiat Currency or Digital Asset), in each case, by such calculating party in replacing, or in providing for the economic equivalent of:</p> <p>the material terms of such Transaction that would, but for the termination of such Transaction at the termination time, have been required after such time (assuming the pre-conditions set out in this Digital Asset Trading Agreement have been satisfied); and the option rights of the Parties in respect of such Transaction, in each case, determined by the calculating party</p>

	acting in good faith and using commercially reasonable procedures in order to produce a commercially reasonable result. A Settlement Amount will be determined as of the termination time or, if that would not be commercially reasonable, as of the time following the termination time that would be commercially reasonable.
Transaction	means any transaction made under, or is subject to this Client Agreement, and includes any transaction relating to a Digital Asset Services under this Agreement;
Trading platform	means the trading platform in the electronic service we make available to you by which you may trade with us online;
Website	means the internet address www.mexdigital.com and includes the trading platform, product schedule and market information sheet;
We/us/our	means MEX Digital Pty Ltd (ACN 645 164 209).

30. SCHEDULE 2

30.1 Electronic Trading Terms

- 1.1 **Scope:** These clauses apply to your use of any Electronic Services.
- 1.2 **Access:** Once you have gone through the security procedures associated with an Electronic Service provided by us, you will get access to such service, unless agreed otherwise or stated on our website. Please consult our website for more details on operating times. We may change our security procedures at any time, and we will tell you of any new procedures that apply to you as soon as possible.
- 1.3 **Restrictions on services provided:** There may be restrictions on the number of transactions that you can enter into on any one day and also in terms of the total value of those transactions when using an Electronic Service. You acknowledge that some marketplace restrictions on the types of orders that can be directly transmitted to their electronic trading systems. These types of orders are sometimes described on synthetic orders. The transmission of synthetic orders to the market is dependent upon the accurate and timely receipt of prices or quotes from the relevant market or market data provider. You acknowledge that a market may cancel a synthetic order when upgrading its systems, trading screens may drop the record of such an order, and you enter such orders at your own risk.
- 1.4 **Right Of Access:** In respect of any market to which we allow you to submit orders or receive information or data using Electronic Services, we may at any time or times, on reasonable notice (which, in certain circumstances, may be immediate) enter (or instruct our or the Market's subcontractors to enter) your premises and inspect your

System to ensure that it complies with the requirements notified by us to you from time to time and that you are using Electronic Services in accordance with this Agreement and any requirements of any relevant Market or Applicable Regulations.

- 1.5 **Access requirements:** You will be responsible for providing the System to enable you to use an Electronic Service.
- 1.6 **Virus detection:** You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.
- 1.7 **Use of information, data and software:** In the event that you receive any data, information or software via an Electronic Service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.
- 1.8 **Maintaining standards:** When using an Electronic Service, you must:
 - 1.8.1 Ensure that the System is maintained in good order and is suitable for use with such Electronic Service;
 - 1.8.2 Run such tests and provide such information to us as we shall reasonably consider necessary to establish that the System satisfies the requirements notified by us to you from time to time;
 - 1.8.3 Carry out virus checks on a regular basis;
 - 1.8.4 Inform us immediately of any unauthorised access to an Electronic Service or any unauthorised Transaction or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease; and
 - 1.8.5 Not at any time leave the terminal from which you have accessed such Electronic Service or let anyone else use the terminal until you have logged off such Electronic Service.
- 1.9 **System defects:** In the event you become aware of a material defect, malfunction virus in the System or in an Electronic Service, you will immediately notify us of such defect, malfunction, unauthorised use or access, or virus and cease all use of such Electronic Service until you have received permission from us to resume use.
- 1.10 **Intellectual Property:** All rights in patents, copyrights, design rights, trademarks, and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Electronic Services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the Electronic Services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Electronic Services made in accordance with law are subject to the terms and conditions of this Agreement. You shall ensure that all the licensors' trademarks and copyright and restricted rights notices are reproduced on these copies. You shall maintain an up-to-date written record of the number of copies of

the Electronic Services made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the Electronic Services.

- 1.11 **Liability and Indemnity:** Without prejudice to any other terms of this Agreement, relating to the limitation of liability and provision of indemnities, the following clauses shall apply to our Electronic Services.
- 1.11.1 **System errors:** We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to Electronic Services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Services for this reason.
- 1.11.2 **Delays:** Neither we nor any third-party software provider accepts any liability in respect of any delays, inaccuracies, errors, or omissions in any data provided to you in connection with an Electronic Service.
- 1.11.3 **Viruses from an Electronic Service:** We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the system via an Electronic Service or any software provided by us to you in order to enable you to use the Electronic Service, provided that we have taken reasonable steps to prevent any such introduction.
- 1.11.4 **Viruses from your System:** You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.
- 1.11.5 **Unauthorised use:** We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Service. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using your designated passwords, whether or not you authorised such use.
- 1.11.6 **Markets:** We shall not be liable for any act taken by or on the instruction of a Market, clearing house or regulatory body.
- 1.12 **Suspension or permanent withdrawal with notice:** We may suspend or permanently withdraw an Electronic Service, by giving you 10 days written notice. We will notify you of this action by the medium specified in your account application. The following process would apply in relation to suspension and subsequent closure of your account:
- 1.12.1 During the notice period (if any):

- 1.12.2 We will not close your open trades already placed (unless we are otherwise entitled to do so i.e. you request that we do so via telephone);
- 1.12.3 You will not be able to place any new trades or orders nor to give any other instruction, except insofar as necessary to close a trade or to cancel an order in place before the start of the notice period. In particular you will not be entitled to place a closing trade or any order in such a size that would result in a new trade being opened;
- 1.12.4 All trades will be closed, and all orders cancelled on the same day that your Account is closed (or as soon as reasonably practicable thereafter);
- 1.12.5 We can effect closures at any time, but closure will generally be effected approximately one hour before the close of the underlying or our trading hours for the market in question;
- 1.12.6 Once your account has been closed you will no longer be entitled to place any trades or orders or to otherwise deal on your account.
- 1.13 **Immediate suspension or permanent withdrawal:** We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the applicable regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of an Electronic Service may be terminated automatically, upon the termination (for whatever reason) of (i) any licence granted to us which relates to the Electronic Service; or (ii) this Agreement. The use of an Electronic Service may be terminated immediately if an Electronic Service is withdrawn by any market or we are required to withdraw the facility to comply with applicable regulations.
- 1.14 **Effects of termination:** In the event of a termination of the use of an Electronic Service for any reason, upon request by us, you shall, at our option, return to us or destroy all hardware, software and documentation we have provided you in connection with such Electronic Service and any copies thereof.