

# CORPORATE SUB-ACCOUNTS TERMS AND CONDITIONS

LAST UPDATED JULY 2023

Bittrex Global operated cryptocurrency exchanges in Liechtenstein and Bermuda. Bittrex Global GmbH (In Liquidation) waived the registrations it had with the Financial Market Authority under Law of 3 October 2019 on Tokens and TT Service Providers (TVTG) as TT Exchange Service Provider, TT Token Depositary and Token Issuer with effect from 31 July 2024. Bittrex Global (Bermuda) Ltd. (In Liquidation) is regulated by the Bermuda Monetary Authority and licensed as a Class F Digital Asset Business Act 2018 to operate as a digital asset exchange, provide custodial wallet services and operate as a digital asset derivative exchange provider.



### 1. GENERAL

These terms and conditions apply to any User of Services who at any time holds (or has applied to hold) one or more sub-accounts (each a "**Sub-Account**") made available by Bittrex Global (Bermuda) Ltd., Bittrex Global GmbH, or any of their affiliates, as applicable ("**Bittrex Global**", "**we**", "**us**" and their derivatives), where such Sub-Accounts are (or will be) connected to a single User account (the provision of access to such Sub-Accounts and associated services by Bittrex Global being referred to as "**Sub-Account Services**").

These terms and conditions constitute a formal, contractual addendum to the relevant Bittrex Global Terms of Service (as amended from time to time) which have been accepted by you in connection with your use of Bittrex Global's services (the "**Terms of Service**"). The Terms of Service, including these terms and conditions, apply to any access to, or use of, any services provided by Bittrex Global, including the Sub-Account Services.

By applying for or otherwise using the Sub-Account Services (or any part of it), you agree to be bound by these terms and conditions and acknowledge that they constitute a binding contract. Bittrex Global may modify these terms and conditions from time to time, and such modifications shall be effective immediately upon posting of the modified terms and conditions. By continuing to use the Sub-Account Services following such amendment, you agree to be bound by such amendments.

Capitalised terms that are used but not defined in these terms and conditions have the meanings given in the Terms of Service. Any reference to the "Services" in the Terms of Service shall be deemed to include the Sub-Account Services. In the event of any conflict between the Terms of Service and these terms and conditions, these terms and conditions will apply.

## 2. PRIVACY POLICY

Our policies concerning the collection, use, disclosure and processing of your personal information collected in connection with your use of the Sub-Account Services (if any) are described in the <u>Bittrex Global Privacy Policy ("**Privacy Policy**").</u>



#### 3. CORPORATE SUB-ACCOUNTS ELIGIBILITY

The Provision of Sub-Account Services is made available by Bittrex Global at its absolute discretion. Any eligible person (as defined below) that wishes to receive Sub-Account Services from Bittrex Global must apply to Bittrex Global. Such application will be considered on a case-by-case basis, and shall be granted or denied at Bittrex Global's sole discretion, and subject to such conditions as Bittrex Global may impose on any one (or more) or all recipients of Sub-Account Services. Any User granted Sub-Account Services by Bittrex Global will be required to acknowledge receipt of, and agree to, these Sub-Account Terms in advance of making use of any Sub-Accounts.

The Sub-Accounts and the Sub-Account Services are intended for use only by Enterprise Users operating as proprietary trading firms. You are prohibited from holding Sub-Accounts with Bittrex Global if you: (a) are not an Enterprise User; and (b) intend to use the Sub-Accounts for any reason other than proprietary trading.

These Sub-Account Terms do not apply to any User that has been designated an Exchange Partner under Bittrex Global's Exchange Partner Programme.

#### 4. ACCOUNTS

#### 4.1. Enhanced Identity Verification

Bittrex Global may, in its discretion, require enhanced identity verification and other screening procedures with respect to you or transactions associated with any Sub-Account, including in respect of your ultimate beneficial owners.

#### 4.2. Enhanced Monitoring

Given the increased compliance risks associated with Sub-Accounts and the potential for wrongfully using such Sub-Accounts for wash trading or other market manipulative behaviour, the use of all Sub-Accounts will be subject to ongoing monitoring with enhanced vigilance in respect of the activities of those Users accessing the Sub-Account Services, to ensure that no unlawful or improper activity takes place and that the use of the Sub-Account Services is at all times in accordance with the conditions imposed by Bittrex Global (if any), the Terms of Services and the compliance FAQs as published on the website from time to time. Access to and use



of the Sub-Account Services may be suspended or removed at any time, without notice, in Bittrex Global's absolute discretion.

4.3. Number of Sub-Accounts

The number of Sub-Accounts that any one Enterprise User may hold is strictly limited to ten (10) unless otherwise agreed with Bittrex Global.

#### 4.4. Use of Sub-Accounts

Sub-Accounts may only be used for the purposes of engaging in proprietary trading across multiple accounts. Sub-Accounts must not be used to function as a de facto cryptocurrency exchange or any similar platform, or to provide services or access to, or on behalf of, any third party (whether an affiliate of the User or otherwise). Sub-Accounts must be used in accordance with the conditions imposed by Bittrex Global (if any), the Terms of Service and the compliance FAQs as published on the website from time to time.

#### 5. MORE INFORMATION

If you need additional information, please contact us at Bittrex Global Support.