
LISTING RULES TERMS AND CONDITIONS

LAST UPDATED JULY 2023

Bittrex Global operates cryptocurrency exchanges in Liechtenstein and Bermuda. Bittrex Global GmbH is registered with the Financial Market Authority under Law of 3 October 2019 on Tokens and TT Service Providers (TVTG) in Liechtenstein to operate as a TT Exchange Service Provider, TT Token Depositary and Token Issuer on behalf and for the account of third parties. Bittrex Global (Bermuda) Limited is regulated by the Bermuda Monetary Authority and licensed as a Class F Digital Asset Business under the Bermuda 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.

A. GENERAL

These terms and conditions govern the policies, procedures, and rules applicable to Listing and De-Listing Tokens on the exchange operated by Bittrex Global (Bermuda) Ltd., Bittrex Global GmbH, or any of their affiliates, as applicable (“**Bittrex Global**”, “**we**”, “**us**” and their derivatives).

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 Listing or De-Listing of any Tokens on any Bittrex Global exchange.

By applying for or undertaking any Listing or De-Listing of any Tokens on any Bittrex Global exchange, 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 Services (or any part of them) 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 any Listing or De-Listing of Tokens on any Bittrex Global exchange. In the event of any conflict between the Terms of Service and these terms and conditions, these terms and conditions will apply.

B. PRIVACY POLICY

Our policies concerning the collection, use, disclosure and processing of your personal information collected in connection with the Services and Listing and/or De-Listing Tokens (if any) are described in the [Bittrex Global Privacy Policy \(“**Privacy Policy**”\)](#).

1. DEFINITIONS

"Agreement" means the listing agreement between the Token Team and Bittrex Global relating to the Listing of a Token.

"Affiliate" means with respect to either Party, any entity that is directly or indirectly controlled by or is under common control with that Party.

"Applicable Law" means any applicable law, regulation, ordinance, rule, regulation, order, or other requirement of any governmental authority in any jurisdiction.

"Application Materials" means any documents, data, software, and other information and materials provided, or required to be provided in connection with any Listing Application, including those items set out in the Listing Rules.

"Authorised Representative" means any individual person identified as an Authorised Representative on the Listing Application.

"Best Knowledge of Company" means, with respect to any fact or matter, the knowledge of (a) the directors, officers and executives of the Company and its Affiliates; and (b) the employees, contractors or other individuals of the Company or its Affiliates, respectively, serving in the most senior capacity in each of the following areas: (i) IT; (ii) software development/engineering; (iii) product design; (iv) product strategy; (v) operations; (vi) marketing/PR; (vii) finance; (viii) accounting; (ix) legal or (x) compliance, in each case that such Persons would have in the reasonable and diligent performance of their duties and after a thorough and diligent inquiry of the employees of the Company and its Affiliates who would reasonably be expected to have knowledge of such fact or other matter and, where applicable, after engaging and obtaining advice from appropriately qualified and experienced legal and other advisors.

"BGBM" means Bittrex Global (Bermuda) Ltd. a company limited by shares, incorporated and registered under the laws of Bermuda with its registered office address at 11 Bermudiana Road, Pembroke HM 08, Bermuda.

"Bittrex Global" means either one of, or both of, BGLI and BGBM as the context so requires as stated in Clause 3.2 of the Agreement.

"Business Day" means any day except any Saturday, any Sunday, any day which is a legal holiday in Liechtenstein.

“**Candidate Token**” means a Token that is the subject of any Listing Application.

“**Confidential Information**” means any information related to the ability to trade any Candidate Token or Listed Token on the Exchange, including without limitation any information related to:

(a) the existence of the Listing Application or the Agreement, or any terms or conditions hereof;

(b) whether or when any Candidate Token may be traded on the Exchange, or any other support or services may be provided by Bittrex Global related to any Candidate Token;

(c) the suspension or termination of trading of any Listed Token on the Exchange, or of any other support or services provided by Bittrex Global related to any Listed Token; or

(d) any discussions, negotiations or other communications between Bittrex Global and Company (including, for avoidance of doubt, in connection with any investigation, disagreement or dispute) related to any of the foregoing.

“**De-Listing Considerations**” has the meaning set forth at Rule 6.2 of these Listing Rules.

“**Effective Date**” has the meaning prescribed as at the start of the Agreement.

“**Exchange**” means the exchange platforms and services provided by BGLI and BGBM through the Site or otherwise, including without limitation, through any partner Exchange, and shall be read in accordance with Clause 3.2 of the Agreement.

“**Fees**” means the Pre-Listing Service Fee and the Listing Fee.

“**Indemnified Parties**” means, individually and collectively, Bittrex Global and its Affiliates, and their respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, parent companies, subsidiaries, attorneys, agents, representatives, predecessors, successors and assignors.

“**Legal Opinion**” means a formal legal opinion issued by a law firm licensed to practise law in Liechtenstein, that states in such form as Bittrex Global may, in its

sole discretion consider sufficient, that a Candidate Token does not constitute a financial instrument, e-money or a deposit under Applicable Law in Liechtenstein.

“**Licensed Marks**” means any and all names, abbreviations or symbols for the Listed Token, as well as Company’s corporate name, logos, web site address, trademarks, service marks, tradenames and other marks.

“**Listed Token**” means a Token that has been Listed on the Exchange by Bittrex Global until such time as the Token has been de-listed as provided in the Agreement.

“**Listing**” means the creation and opening of a wallet with respect to a Token into which deposits for that Token can be made in preparation for enabling the trading of the Token on the Exchange. The terms "List" and "Listed" shall be construed accordingly. For the avoidance of doubt, the enabling of trading in a Token on the Exchange takes place after Listing, and is not a condition of Listing.

“**Listing Application**” means an application submitted to Bittrex Global for Listing a Candidate Token on the Exchange, including all information included in any application form and any Application Materials.

“**Listing Application Form**” means the form as set out in Appendix 1 to the Listing Rules.

“**Listing Considerations**” has the meaning set forth at Rule 3.1(b) of these Listing Rules.

“**Listing Date**” means the date on which the Listed Token is listed on the Exchange.

“**Listing Fee**” means the fee for listing, as set out in Clause 5.2(b) of the Agreement.

“**Listing Rules**” means the listing rules published by Bittrex Global that set forth, among other things, the policies, procedures, and rules applicable to Listing and De-Listing Tokens on the Exchange.

“**Loss**” or “**Losses**” means any and all actual or alleged claims, lawsuits, damages, awards, judgments, losses, investigations (whether formal or informal), liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, reasonable attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and

insurance), of every kind and nature whatsoever, and whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise.

“**Motu Proprio Listing**” has the meaning set forth at Rule 7.1 of these Listing Rules.

“**Pre-listing Service Fee**” means the fee for pre-listing services, as set out in Clause 5.2(a) of the Agreement.

“**Proprietary Right**” means any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right protected under the laws of the United States of America or any other state, nation, or jurisdiction.

“**Review Period**” means the period commencing on the date on which the Fees paid by the Token Team are received by Bittrex Global and continuing until the earliest of the following: (1) the date on which the Token is Listed; (2) the date on which Bittrex Global informs Company that it does not intend to List the Token; or (3) Company withdraws its Listing Application, in each case pursuant to the terms of this Agreement.

“**Sanctions**” means any and all sanctions lists administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty’s Treasury of the United Kingdom, or other relevant sanctions authority. Sanction lists include both lists of sanctioned states (country lists) and lists of sanctioned persons (name lists).

“**Site**” means global.bittrex.com or any similar site operated by Bittrex Global and its Affiliates.

“**Technology**” means any composition, work of authorship, computer program, product, prototype, sample, model, idea, invention, design, discovery, development, improvement, method, technique, process, algorithm, formula, treatment, composition of matter, device, know-how, trade secret, or other technology and the like, whether or not patentable or copyrightable, and whether or not reduced to practice.

“**Token**” means any software-based (cryptographic) digital asset, digital currency (also colloquially referred to as “cryptocurrency”), or other digital token, and includes a Candidate Token or a Listed Token, as appropriate.

"**Token Team**" means a Person that has submitted an Application to List a Candidate Token on the Exchange or, once such Listing has taken place, owns or is responsible for the Listed Token.

"**Underlying Technology**" means the software and other Technology that is used, in combination with other open source or generally commercially available third-party Technology, to enable, administer, or control the creation, destruction, or transfer of the applicable Token.

2. **SUBMITTING AN APPLICATION**

2.1 A Listing Application to List a Token shall be made to Bittrex Global by submitting the following (the "**Application Materials**") to Bittrex Global:

- (a) a Listing Application Form, in the form set out in Appendix 1;
- (b) copies of the form of any agreements that the Token Team has entered into for, or any other terms or conditions applicable to, sale, pre-sale, subscription, offering, distribution or access of or to Candidate Tokens, including but not limited to pre-sale terms, token sale terms, and agreements with any employees, advisors, consultants or other contractors;
- (c) a copy of any Underlying Technology;
- (d) any documents, information, and Technology required pursuant to the terms of the Listing Application; and
- (e) any other documents, information or Technology that Bittrex Global may reasonably request in connection with its evaluation of the Token Team or the Candidate Token.

2.2 A Listing Application shall be deemed to have been submitted when the Listing Application Form is provided to Bittrex Global, whether or not all additional materials set out in Listing Rule 2.1 have been submitted.

2.3 During the Review Period, the Token Team must promptly update Bittrex Global should any Application Materials become or be discovered to be wrong, outdated, requiring clarification or otherwise incorrect in any manner.

2.4 Upon request of Bittrex Global, without limiting any representations or warranties provided by the Token Team under the Agreement, the Token Team must provide a certificate signed by the CEO or CFO of the Token Team certifying that the Application Materials are true, correct, and complete in all respects and that the Token Team has not omitted any information or Technology that might, if disclosed to Bittrex Global, impact Bittrex Global's evaluation of the Token Team or the Candidate Token.

3. REVIEWING A LISTING APPLICATION

3.1 During the Review Period, Bittrex Global shall carry out the following pre-listing services with respect to any Listing Application submitted by the Token Team:

- (a) engage a law firm licensed to practice law in Liechtenstein in order to procure a Legal Opinion as regards the Candidate Token. Bittrex Global:
 - (i) will reject any Candidate Token for which the law firm engaged to provide the Legal Opinion notifies Bittrex Global that it is unable to issue a Legal Opinion on the basis that the Candidate Token is a financial instrument, e-money or a deposit under Applicable Law in Liechtenstein, and
 - (ii) will not agree in principle to List a Candidate Token unless and until it has received a Legal Opinion from such law firm; and
- (b) subject to receipt of the Legal Opinion, evaluate the Token Team and the Candidate Token for Listing on the Exchange based on the listing considerations described below and any such other considerations, factors, and other criteria as Bittrex Global may deem appropriate in its sole discretion (the "**Listing Considerations**"). The Listing Considerations include, but are not limited to:
 - (i) the background, reputation and business of the Token Team or its founders, investors, shareholders, directors, officers and other principals;
 - (ii) the background, purpose, design, attributes, features, and functions of the Candidate Token;

- (iii) the Underlying Technology and its scalability and security, any memorandum, white paper, terms of sale, or other information or materials made available in connection with the sale of the Candidate Token;
- (iv) interest in, and the likelihood of a sufficient market for, the Candidate Token;
- (v) the regulatory risk associated with the Token Team, Candidate Token or Underlying Technology;
- (vi) compliance with the terms of the Agreement; and
- (vii) any Listing Considerations published on the Site.

3.2 In evaluating a Candidate Token, Bittrex Global may use the information provided by the Token Team in the Listing Application (including any additional materials or information provided by the Token Team on request) as well as any other information available to Bittrex Global, including but not limited to publicly available information about the Candidate Token, the Token Team, or its founders, investors, shareholders, directors, officers, and other principals. Bittrex Global may procure one or more person to assist in the evaluation of a Candidate Token.

3.3 The Token Team shall provide all additional information, documentation and materials as Bittrex Global, the law firm instructed by Bittrex Global for the purposes of providing the Legal Opinion, or any engaged person may request, for the purposes of carrying out the review under Listing Rule 3.1(b). Failure to provide such information or documentation may result in the Candidate Token being rejected under Listing Rule 3.4. Any information, documentation or materials provided under this Listing Rule 3.3 shall be considered to form part of the Application Materials.

3.4 On completion of its review, Bittrex Global shall determine, in its sole discretion, whether the Candidate Token is suitable for the Exchange, and shall inform the Token Team whether it has (a) agreed in principle to List the Candidate Token; or (b) rejected the Candidate Token.

3.5 If Bittrex Global agrees in principle to List the Candidate Token, Bittrex Global, in its sole discretion, shall determine the conditions for Listing, opened for trading, suspended or De-Listed on any Exchange operated by Bittrex Global and any

simultaneous operation between Exchanges operated by Bittrex Global and its Affiliates.

3.6 During the Review Period, the Token Team must not:

- (a) purchase or sell any derivative of any Candidate Token, or engage in any other trading activity, for purposes of generating financial benefit based on (or avoiding financial loss due to) increase in the value of the Candidate Token; or
- (b) provide any information to, coordinate with or other assist or support any third party to do anything described in (a).

4. LISTING

4.1 In the event that Bittrex Global agrees in principle to List the Candidate Token, the Token Team shall work with Bittrex Global to take such additional steps as are necessary to List the Candidate Token on the Exchange, at which point it shall become a Listed Token.

4.2 The Listing of a Candidate Token may be subject to such conditions as Bittrex Global may, in its sole discretion, determine from time to time. In particular, Bittrex Global may, in accordance with the Bittrex Global Terms of Service and, as applicable, the Terms of Service of any applicable partner Exchange, enable a subset or different features or functionality for different Listed Tokens as Bittrex Global deems appropriate based on the type of Listed Token and market interest.

4.3 Following the Listing, the Token Team shall work with Bittrex Global to take such steps as are necessary to enable trading in the Listed Token, and shall work together to set a timeline for such trading to go live.

5. CONDUCT RULES

5.1 **Market Manipulation.** During the Review Period and at any time that the Listed Token is Listed (whether or not it is suspended), the Token Team will strictly avoid engaging in conduct that does, or is intended to, or might reasonably be expected to manipulate or influence the market for trading of any Candidate Token or Listed Token on the Exchange or any partner Exchange. In particular, the Token Team will not discuss its conversations with, or potential Listing of any Token on, the Exchange or any partner Exchange with anyone outside the Token Team and its

Affiliates and advisors that need to know such information for the Token Team to conduct its business. Failure to keep such conversations, or the fact that its Token may be Listed on the Exchange, confidential could result in Bittrex Global delaying or refusing to List the Token on the Exchange. The Token Team must promptly notify Bittrex Global of anything it becomes aware of that may cause or reasonably be expected to result in any market manipulation with respect to a Listed Token, whether or not done or caused by the Token Team itself.

5.2 **Trading Restrictions.** During any Restricted Period, the Token Team may not:

- (a) sell a Listed Token;
- (b) purchase or sell any derivative or any such Listed Token, or engage in any other trading activity, for purposes of generating financial benefit based on (or avoid financial loss due to) decrease in the value of such Listed Token;
- (c) provide any information to, coordinate with or otherwise assist or support any third party to do anything described in Listing Rule 5.2(a) or 5.2(b).

For the purposes of this Listing Rule, a Restricted Period commences on the date on which one of the following events occurs and continues until the end of the Restricted Period as stated:

- (x) Bittrex Global notifies a Token Team that Bittrex Global is considering suspending or De-Listing a Listed Token on the Exchange. The Restricted Period ends when (i) Bittrex Global suspends or De-Lists the Listed Token, or (ii) Bittrex Global notifies the Token Team that it is no longer considering suspending or De-Listing the Listed Token, whichever is the earlier;
- (y) Bittrex Global notifies a Token Team that Bittrex Global has commenced any investigation or inquiry with respect to the Token Team or any Listed Token that, when concluded, might reasonably lead to suspension or De-Listing of a Listed Token on the Exchange. The Restricted Period ends when (i) Bittrex Global suspends or De-Lists the Listed Token, or (ii) Bittrex Global notifies the Token Team that the investigation or inquiry has concluded, whichever is the earlier; or

(z) the Token Team otherwise becomes aware of any fact, circumstance or information that is not generally publicly available and might reasonably lead to suspension or De-Listing of a Listed Token on the Exchange. The Restricted Period ends when the fact, circumstance or information in question no longer applies.

(each a “**Restricted Period**” and together, the “**Restricted Periods**”)

5.3 The Token Team must promptly notify Bittrex Global of any fact, circumstance or information that is not generally publicly available and might reasonably lead to Bittrex Global investigating the Token Team or the Listed Token, or suspending or De-Listing a Listed Token.

5.4 The Token Team must promptly notify Bittrex Global if any of the following events occurs during the Review Period or at any time that the Token is Listed on the Exchange (whether or not it is suspended):

(a) any material change to any information provided in the Application Materials; and

(b) any material change to any Underlying Technology or to the characteristics, operation or function of the Listed Token.

5.5 **Corporate Events.** The Token Team must provide Bittrex Global with prior notice of any material changes to any of its Application Materials, including but not limited to changes in corporate ownership, structure or investment, changes to management or critical team leadership, bankruptcy, or any form of merger, acquisition, or sale of the Token Team and/or majority of the Token Team's assets or equity.

5.6 **Blockchain and Token Characteristics.** The Token Team must provide at minimum two weeks' notice of any intention to “hard fork” the blockchain for the Listed Token or else Bittrex Global may, in its sole discretion, elect not to accept the fork in its version of the Listed Token's blockchain. The Token Team is responsible, and shall indemnify Bittrex Global, for any losses incurred resulting from the fork. The Token Team will provide immediate, but in any case no longer than 24 hours' notice, of any breach of the security of its technology. The Token Team must disclose any material changes to the functionality or use of its Token or any other information on the Listing Application. If the Token Team decides to engage in

automatic distribution of Tokens to Token-holders, Bittrex Global is under no obligation to participate or support the distribution of the same; but if Bittrex Global does decide to participate or support such distributions, the Token Team will reimburse Bittrex Global for all related costs and expenses.

- 5.7 **Technical Specifications and Requirements.** Bittrex Global may, in its sole discretion, refuse to support any project in which the Underlying Technology is either kept confidential or not made available under open source licence terms acceptable to Bittrex Global. If Bittrex Global does require that the Underlying Technology be made publicly available, the Token Team must ensure that the code supporting the Token's Underlying Technology is posted publicly on GitHub or made available pursuant to another distribution mechanism acceptable to Bittrex Global. If the Underlying Technology requires additional development by Bittrex Global to support it on the Exchange, the Token Team shall, on request by Bittrex Global, pay for integration development, testing, and maintenance. Bittrex Global does not allow Tokens that function as "smart contracts" to be Listed on the Exchange unless the Tokens have passed a security review acceptable to Bittrex Global. If a Token utilises its own blockchain, the Underlying Technology must include some form of "fork" protection that is acceptable to Bittrex Global.
- 5.8 **US Marketing.** The Token Team shall not market the Listing of the Listed Token, or the Listed Token on Bittrex Global, towards any individual with U.S. citizenship, domicile or tax liability in the United States of America or to conduct any marketing activities in relation to the Listing of the Listed Token, or the Listed Token on Bittrex Global, within the United States of America.
- 5.9 The Token Team shall adhere to all additional rules regarding conduct in relation to a Listed Token, activity on the Exchange and ancillary matters as Bittrex Global may publish on its Site from time to time.
- 6. DE-LISTING**
- 6.1 **De-Listing or Suspension.** Bittrex Global may suspend (for such time and on such conditions as it deems appropriate) depositing, trading or other Exchange activities related to a Listed Token, or terminate all future deposit, purchase, sale, and trading and other Exchange activities related to a Listed Token (together "**de-listing**"), at any time in its sole discretion for any reason or no reason.

6.2 **De-Listing Considerations.** Without limiting Bittrex Global's sole discretion to suspend or de-list any Listed Token at any time, and for information purposes only, Bittrex Global will consider any considerations, factors and other criteria as Bittrex Global, in its sole discretion, may consider appropriate in the circumstances (the "**De-Listing Considerations**"). The De-Listing Considerations may include but are not limited to:

- (a) the Listing Considerations, and any new or different facts, information, or conclusions related to any of the Listing Considerations; in this regard Bittrex Global may request new or updated documents with regard to changes in the token, underlying technology or business model of the Token Team, which may affect the Listing Considerations;
- (b) the blockchain does not function as intended or as designed, or the Listed Token ceases to function as described in the Listing Application;
- (c) the Underlying Technology is compromised by unauthorised third parties or is discovered to have bugs, defects, or errors;
- (d) low market interest or activity for the Listed Token;
- (e) Bittrex Global determines, in its sole discretion, that regulatory risk warrants suspension or de-listing;
- (f) the Token Team ceases to own, control, or support the Listed Token or Underlying Technology;
- (g) any change to any information in the Listing Application that materially affects the eligibility of the Listed Token for listing on the Exchange;
- (h) breach of any term or condition of the Agreement (if applicable) (including if any representation or warranty made by the Token Team in the Agreement is not, or ceases to be, true);
- (i) Bittrex Global user complaints or feedback;
- (j) erratic or suspicious trading activity, including but not limited to so-called "pump and dump" schemes or activities;
- (k) association of the Token with illegal or activities deemed by Bittrex Global to be objectionable;

- (l) excessive valuation fluctuations;
 - (m) the blockchain for the Token is “forked” or the Tokens are otherwise capable of being “double spent,”;
 - (n) changes in Applicable Law, changes in regulatory assessment, warnings issued or proceedings initiated by a supervisory authority; changes in third party Technology, or other circumstances; in this regard Bittrex Global may request a new or updated compliance review legal opinion or legal assessment for such token, underlying technology or business model of the Token Team; and
 - (o) any other De-Listing Consideration, or factors considered for market removal under any Bittrex Global Market Removal Policy, as published on the Site.
- 6.3 Without prejudice to the generality of the power of Bittrex Global to take action under this Listing Rule 6, if any national competent authority or national supervisory authority, including the Financial Market Authority Liechtenstein or supervisory authorities of any foreign jurisdiction, issues a warning with regard to a Listed Token, initiates supervisory proceedings or otherwise communicates legal concerns with respect to a Listed Token, including if it indicates that it considers the Listed Token to be a financial instrument or e-money, Bittrex Global may immediately suspend or De-List a Listed Token. Bittrex Global will not ordinarily lift a suspension, or permit a re-Listing in such circumstances until such time as the Token Team has completed all necessary steps and provided all clarifications as required by the relevant authority.
- 6.4 **Suspension and De-Listing Procedures.** Bittrex Global may, at Bittrex’s Global sole discretion provide advance notice of suspension or de-listing of the Listed Token to the Token Team and/or the users of the Exchange or any partner Exchange. If Bittrex Global decides to provide notice, it may do so at any time prior to or after suspension or de-listing of the previously Listed Token.
- 6.1 **Actions on De-Listing or Suspension.** Bittrex Global may, in its sole discretion, provide a period of time within which a de-listed Token must be removed from user accounts; after which access, control, transfer and other activities related to any de-listed Token not transferred out of the user account may be disabled. For de-listed Tokens and Listed Tokens for which trading is suspended, Bittrex Global may permit

users to continue to hold and transfer such Tokens in and out of their user accounts but terminate or suspend all trading of such Tokens on the Exchange. At any time during or after suspension of a Listed Token, Bittrex Global may decide, in its sole discretion, to terminate the suspension of a Listed Token or De-List a suspended Listed Token.

7. LISTINGS WITHOUT TOKEN TEAM

7.1 Bittrex Global may from time to time, list Tokens on the Exchange in the absence of a Listing Application or a Token Team (a “**Motu Proprio Listing**”).

7.2 In the case of all Motu Proprio Listings, Bittrex Global may take all and any actions with respect to Listing, De-Listing, Suspending or taking any other action with respect to any token that is, or may be, subject to a Motu Proprio Listing. For the avoidance of doubt, only Listing Rules 7 and 8 and the relevant provisions of Listing Rule 1 apply to Motu Proprio Listings.

7.3 No person, whether a Token Team associated with another Listed Token or otherwise, shall have any rights, remedies, obligations or powers with respect to a Motu Proprio Listing or any action taken or not taken by Bittrex Global with respect thereto.

8. MISCELLANEOUS

8.1 These Listing Rules and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed and enforced under, laws of the Principality of Liechtenstein excluding private international law and the UN Convention on Contracts for the International Sale of Goods.

8.2 The Courts of Liechtenstein have exclusive jurisdiction over any and all disputes arising out of or related to these Listing Rules as well as their enforcement.

8.3 These Listing Rules may be unilaterally amended by Bittrex Global at any time in its sole discretion by publishing an update to the Listing Rules on its Site. Any amendments to the Listing Rules shall come into effect on the date stated in the notice amending the Listing Rules on the Site or, if there is no date given, immediately on publication on the Site.

8.4 For all notices and communications required to be provided by a Token Team under the Agreement, Token Team will notify Bittrex Global through the normal



communications channels used by the Token Team and will also send a copy of such communication by email to listings@bittrexglobal.com.