

EDX Markets User Agreement

This User Agreement ("Agreement"), with an effective date as of the date executed on the signature page hereof, is made by and between EDX Markets LLC (the "Marketplace"), a Delaware limited liability company, with its principal offices at 33-41 Newark Street, 5th Floor, Hoboken, NJ 07030, and the user referenced below ("User"), each a "party" and together the "parties."

- 1. Term of the Agreement. This Agreement will continue until terminated pursuant to the terms of this Agreement.
- 2. Services. Subject to the terms and conditions of this Agreement, User will have the right to access the Marketplace, to enter orders on the Marketplace, receive status updates on orders, cancel orders, and execute trades against orders on the Marketplace limit order book (collectively, the "Services"). User acknowledges and agrees that nothing in this Agreement constitutes an understanding by the Marketplace to continue any aspect in its current form. User acknowledges and agrees that the Marketplace may temporarily or permanently, unilaterally condition, modify or terminate the right of any individuals or entities to access, receive or use the Marketplace in accordance with the Rules and Procedures of the Marketplace, as amended from time to time (the "Marketplace Rules"). In the event of a conflict between the Marketplace Rules and this Agreement, the Marketplace Rules shall prevail. The Marketplace reserves the right to modify or change the Services provided the Marketplace notifies User prior to the effectiveness of the modification and User's continued use of the Services following the modification will constitute User's acceptance of the modification.
- 3. Compliance. Except as otherwise provided herein, with respect to all orders submitted to the Marketplace by User, it is the sole responsibility of User to ensure compliance, by itself, its customers and its representatives, with all applicable United States federal and state laws, rules, and regulations as well as those of any self-regulatory organization of which the User is a member to the extent applicable to User, and the laws, rules and regulations of the User's local jurisdiction. User represents and warrants that: (i) it will use the Marketplace only if and when it is duly authorized to use the Marketplace pursuant to the Marketplace Rules; (ii) it agrees to be bound by, and will only use the Marketplace in compliance with, Marketplace Rules; (iii) if applicable to User, it maintains the applicable licenses to operate and is registered with the applicable federal, state or local agencies; (iv) it is and will remain responsible for its use of the Marketplace and the use of the Marketplace by any of its employees or agents; (v) it will maintain and keep current a list of all authorized traders who may obtain access to the Marketplace on behalf of User, and shall submit such list in writing to the Marketplace upon execution of this Agreement, and shall notify the Marketplace of any changes to such authorized traders as soon as reasonably practicable; (vi) it will familiarize User's authorized traders with all of User's obligations under this Agreement and will assure that they receive appropriate training prior to any use of or access to the Marketplace; and (vii) it will only enter orders on the Marketplace in a principal capacity.
- **4. Monitoring.** User acknowledges and agrees that the Marketplace will monitor the use of the Marketplace by User for compliance with all applicable laws and regulations, including, without limitation, Marketplace Rules. With respect to all orders submitted to the Marketplace by User, User acknowledges its responsibility to monitor its employees, agents and customers for compliance with Marketplace Rules, with applicable federal, state and local laws and rules of any self-regulatory organizations of which User is a member.
- 5. Settlement of Transactions. User agrees that it is User's absolute, unconditional, and unassignable obligation, in connection with each token transaction effected by User on the Marketplace, to ensure the timely delivery of the subject tokens and/or funds as well as any required remittance of any other distributions in compliance with applicable laws and regulations, including, without limitation, relevant rules under the Commodity Exchange Act of 1936 (the "CEA"), and the rules of EDX Clearing LLC (the "Clearinghouse"), if applicable. User will promptly notify the Marketplace in writing upon becoming aware of any material change in or to User's clearing arrangements. The Marketplace retains the right to break any trade without liability to User or any of User's customers in accordance with the Marketplace's Rules.



- **Connectivity.** User is solely responsible for providing and maintaining all necessary electronic communications with the Marketplace, including, wiring, computer hardware, software, communication line access, and networking devices.
- 7. Market Data. User hereby grants to the Marketplace a non-exclusive, non-assignable, non-transferable, worldwide, irrevocable license to receive and use information and data that User or User's agent enters into the Marketplace ("User's Data") for the following purposes: for performing self-regulatory functions; for internal commercial purposes (i.e., purposes that do not include disclosing, publishing, or distributing outside of the Marketplace); and for use within the Marketplace market data products (i.e., products that include disclosure, publication, or distribution to third parties), provided that (a) such market data products are provided in an aggregate manner that does not directly or indirectly identify User as the source of the information, and (b) to the extent required under applicable law or regulations, fees for any such market data product are filed with governmental agencies. Subject to the foregoing license, as between the Marketplace and User, User retains all ownership and other rights associated with User's Data. No provision in this Agreement shall impair any right, interest, or use of User's Data granted by operation of any applicable regulation or law. User represents and warrants that, with respect to User's Data: (i) User owns or has sufficient rights in and to User's Data to authorize the Marketplace to use User's Data to perform all obligations under this Agreement with respect thereto; (ii) use or delivery of User's Data by User or the Marketplace will not violate the proprietary rights (including, without limitation, any privacy rights) of any third party; and (iii) use or delivery of User's Data by User or the Marketplace will not violate any applicable law or regulation.
- 8. Restrictions on Use; Security. Unless otherwise required by law or regulation, User may not sell, lease, furnish or otherwise permit or provide access to the Marketplace to any other entity or to any individual that is not User's employee, agent, or authorized traders or any person and that has previously been approved for access by the Marketplace. User accepts full responsibility for its employees', agents' and authorized traders' use of the Marketplace, which use must comply with the Marketplace Rules and the User's obligations under this Agreement. User will take reasonable security precautions to prevent unauthorized use of or access to the Marketplace, including unauthorized entry of information into the Marketplace, or the information and data made available therein. User understands and agrees that User is responsible for any and all orders, trades and other messages and instructions entered, transmitted or received under identifiers, passwords and security codes of User's authorized traders, and for the trading and other consequences thereof, except in the event of gross negligence, willful misconduct, fraud or a breach of this Agreement by the Marketplace that results in unauthorized access by other parties. User may not sell, lease, furnish, commercialize, create derivative works, or otherwise permit or provide access to any data feed containing quotation or trade information from the Marketplace (the "Marketplace Data") to any third party unless User signs and complies with a separate EDX Markets Market Data Agreement. Each party shall install and maintain at all times during the term of this Agreement commercially reasonable security controls to prevent unauthorized use of the Marketplace systems or data by third parties.

9. Information.

(a) <u>Confidentiality</u>. Both parties acknowledge that: (i) the Marketplace and the information and data made available therein, incorporate confidential and proprietary information developed, acquired by or licensed to the Marketplace; and (ii) each party may receive or have access to other proprietary or confidential information disclosed and reasonably understood as confidential by the disclosing party (collectively, the "Information"). The receiving party will only use the disclosing party's Information as specifically authorized under this Agreement. The receiving party will take all commercially reasonable precautions necessary to safeguard the confidentiality of the disclosing party's Information, including without limitation: (i) those taken by the receiving party to protect its own confidential information; and (ii) those which the disclosing party may reasonably request from time to time. The Marketplace will not disclose the identity of User or User's customers to any of its other members or to any third parties in connection with orders, trades and other messages and instructions entered or executed by User on the Marketplace, except as required by a court or regulatory or self-regulatory authority with jurisdiction over the Marketplace or User, or to facilitate the clearing and settlement of a trade, or with written permission (email suffices) from User.



- (b) <u>Disclosure</u>. The receiving party will not disclose, in whole or in part, the disclosing party's Information to any person, except as specifically authorized under this Agreement, provided however, that User may disclose such information to its affiliates and professional advisors without the prior written authorization of the Marketplace. User may not disclose any data or compilations of data made available to User by the Marketplace without the express, prior written authorization of the Marketplace. The receiving party may also disclose Information required to be provided in a judicial or administrative proceeding, in accordance with its regulatory obligations, or as otherwise required to be disclosed by law or pursuant to legal process, or requested by any governmental agency or other regulatory authority (including any self-regulatory organization having jurisdiction over the receiving party).
- (c) <u>Unauthorized Use or Disclosure</u>. The parties acknowledge that any unauthorized use or disclosure of the disclosing party's Information may cause irreparable damage to the disclosing party. If an unauthorized use or disclosure occurs, the receiving party will promptly notify the disclosing party and take at its expense all steps reasonably necessary to recover the disclosing party's Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If the receiving party fails to take these steps in a timely and adequate manner, the disclosing party may take them at the receiving party's expense, and the receiving party will provide the disclosing party with its reasonable cooperation in such actions that the disclosing party may request.
- (d) <u>Limitation</u>. The receiving party will have no confidentiality obligation with respect to any portion of the disclosing party's Information that: (i) the receiving party independently developed before receiving the Information from the disclosing party; (ii) the receiving party lawfully obtained from a third party under no obligation of confidentiality; and (iii) is or becomes available to the public other than as a result of an act or omission of the receiving party or any of its employees, consultants, or agents.
- **10. Finality of Trades Policy.** User has read and agrees to the terms stipulated in Marketplace Rule 3.8 (Finality of Trades), as the Marketplace may amend or re-number from time to time.
- 11. Corporate Names; Proprietary Rights. The Marketplace and User each acknowledge and agree that the Marketplace and User each have proprietary rights in their respective trade names, trademarks, service marks, logos, copyrights and patents, registered or unregistered (collectively, the "Marks"). The Marketplace and User each agree that they shall not use the other party's Marks in any way that would infringe upon the rights of the other Party. Further, this Agreement shall not grant either party the right to use the other party's Marks in any marketing, promotional or other materials without the prior review and written consent of the other party. The Marketplace and User agree that nothing in this Agreement shall limit a party's ability to utilize the other party's name in its description and disclosures related to its routing behavior or as otherwise required pursuant to its regulatory obligations.
- 12. Fees. By signing this Agreement, User agrees to make timely payment of all system usage fees, as may be set forth in Marketplace Rules or posted on the Marketplace's web site, as well as any applicable late fees for the failure to make payment within the required time period as established by the Marketplace. Fees are payable no later than 30 days of the invoice date. User will be solely responsible for any and all telecommunications costs and all other expenses incurred in linking to, and maintaining its link to, the Marketplace. Failure to make payments no later than 30 days from the invoice date may result in suspension or termination of Services. User agrees to pay the Marketplace a late charge in the amount of 1% per month on all past due amounts that are not the subject of a legitimate and bona fide dispute. The Marketplace reserves the right to change its fee schedule with 48 hours prior written notice to User before such a change becomes effective (delivered via e-mail and posted to the Marketplace web site). The provisions of this Section will survive the termination of this Agreement.
- **13. DISCLAIMER OF WARRANTY.** THE SERVICES ARE PROVIDED AS-IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AND OF ANY OTHER WARRANTY OR OBLIGATION WITH RESPECT TO THE SYSTEM OR ANY SOFTWARE OR



OTHER MATERIALS MADE AVAILABLE TO USER AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED. THERE IS NO GUARANTY THAT THE SERVICES PROVIDED BY THE MARKETPLACE WILL MEET THE USER'S REQUIREMENTS, BE ERROR FREE, OR OPERATE WITHOUT INTERRUPTION. THE MARKETPLACE GIVES NO WARRANTIES OF ANY KIND AS TO THE FITNESS, CAPACITY, OR CONDUCT OF ANY OTHER PERSON HAVING ACCESS TO THE MARKETPLACE AND SHALL NOT BE HELD LIABLE (UNLESS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT) TO OR THROUGH USER OR OTHERWISE FOR ANY USE OR ABUSE WHATSOEVER OF THE MARKETPLACE BY ANOTHER PERSON HAVING ACCESS TO THE MARKETPLACE, INCLUDING, WITHOUT LIMITATION, ANY FAILURE TO CONCLUDE TRANSACTIONS OR OBSERVE APPLICABLE MARKET REGULATIONS OR CONVENTIONS OR TO PAY REQUISITE TAXES OR OTHER CHARGES ON ANY TRANSACTIONS OR TO OTHERWISE ACT LAWFULLY.

- 14. NO LIABILITY FOR TRADES. ABSENT FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT BY THE MARKETPLACE OR A CLAIM ARISING OUT OF THE MARKETPLACE'S INDEMNIFICATION OBLIGATION, USER UNDERSTANDS AND AGREES THAT: (i) THE MARKETPLACE IS NOT DIRECTLY OR INDIRECTLY A PARTY TO OR A PARTICIPANT IN ANY TRADE OR TRANSACTION ENTERED INTO OR OTHERWISE CONDUCTED THROUGH THE MARKETPLACE; AND (ii) THE MARKETPLACE IS NOT LIABLE IN ANY MANNER TO ANY PERSON (INCLUDING WITHOUT LIMITATION USER AND ANY PERSON FOR WHOM USER IS AUTHORIZED TO TRADE OR ACT) FOR THE FAILURE OF ANY PERSON ENTERING INTO A TRADE OR TRANSACTION BY MEANS OF THE MARKETPLACE TO PERFORM SUCH PERSON'S SETTLEMENT OR OTHER OBLIGATIONS UNDER SUCH TRADE OR TRANSACTION. ABSENT FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT BY THE MARKETPLACE OR A CLAIM ARISING OUT OF THE MARKETPLACE'S INDEMNIFICATION OBLIGATION, NEITHER THE MARKETPLACE, NOR ANY OF ITS AGENTS, AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY LOSSES, DAMAGES, OR OTHER CLAIMS, ARISING OUT OF THE MARKETPLACE OR ITS USE AND ANY LOSSES, DAMAGES, OR OTHER CLAIMS, RELATED TO A FAILURE OF THE MARKETPLACE TO DELIVER, DISPLAY, TRANSMIT, EXECUTE, COMPARE, SUBMIT FOR CLEARING AND SETTLEMENT, OR OTHERWISE PROCESS AN ORDER, MESSAGE, OR OTHER DATA ENTERED INTO, OR CREATED BY, THE MARKETPLACE WILL BE ABSORBED BY THE USER THAT ENTERED THE ORDER, MESSAGE OR OTHER DATA INTO THE MARKETPLACE.
- LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS AGENTS, AFFILIATES OR LICENSORS BE LIABLE TO THE OTHER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE, CLAIM OR EXPENSE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON SUCH OTHER PARTY'S CLAIMS OR THE CLAIMS OF ITS CUSTOMERS, EMPLOYEES OR AGENTS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE MARKETPLACE, INTERRUPTION IN USE OR AVAILABILITY OF THE MARKETPLACE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION. IN NO EVENT WILL A PARTY BE RESPONSIBLE OR LIABLE FOR ANY DIRECT LIABILITIES, COSTS, EXPENSES, DAMAGES OR LOSSES, INCLUDING ALL INTEREST, PENALTIES AND LEGAL COSTS (CALCULATED ON A FULL INDEMNITY BASIS) (COLLECTIVELY "LOSSES") SUFFERED BY THE OTHER PARTY UNLESS SUCH LOSSES DIRECTLY RESULT FROM THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE PARTY OR A CLAIM ARISING OUT OF THE PARTY'S INDEMNIFICATION OBLIGATION DIRECTLY RESULTING IN LOSSES.
- 16. Indemnification by User. User agrees to indemnify and hold harmless the Marketplace, its owners, subsidiaries, and affiliates, its and their respective officers, directors, employees, and agents from and against all direct expenses, costs, and damages (including any reasonable legal fees and expenses), claims, demands, proceedings, suits, and actions, and liabilities resulting from, in connection with, or directly arising out of any failure by User to materially comply with its obligations under this Agreement and for any loss or claim which may directly arise from a claim that one or more trades or orders placed by User with the Marketplace were in violation of any state, federal, or local law or the Marketplace Rules subject to a maximum indemnity amount of \$250,000 USD ("Indemnity Cap"). The Marketplace shall not be entitled to indemnification if such expenses, costs, damages, claims, demands, proceedings, suits, actions, or liabilities arise from the Marketplace's gross negligence, willful misconduct, or fraud.



- 17. Indemnification by the Marketplace. The Marketplace agrees to indemnify, defend and hold harmless User and its subsidiaries, affiliates and its and their respective officers, directors, employees, and agents from and against all direct expenses, costs, and damages (including any reasonable legal fees and expenses), claims, demands, proceedings, suits, and actions, and liabilities resulting from, in connection with, or directly arising out of any third party claim that the Marketplace or the Services, or User's use thereof, infringes any copyright, patent, trademark, trade secret or other intellectual property right, subject to a maximum indemnity amount up to the Indemnity Cap limit. The User shall not be entitled to indemnification if such expenses, costs, damages, claims, demands, proceedings, suits, actions, or liabilities arise from User's gross negligence, willful misconduct, or fraud.
- **18. Termination.** User or the Marketplace may terminate this Agreement or any part of the Services upon 30 days written notice to the other party. In addition, the Marketplace may suspend or terminate the Services to User immediately following written notice if it determines, in the Marketplace's sole reasonable determination, that: (i) User has breached any material term of this Agreement; (ii) User is engaged in activities that the Marketplace determines to be detrimental to the Marketplace or its members; (iii) User poses a credit risk to the Marketplace; (iv) User is selling, leasing, furnishing or otherwise permitting or providing access to the Marketplace Data without the prior approval of the Marketplace; (v) User has violated any the Marketplace Rules; or (vi) User ceases to be a member in good standing with the Marketplace. Upon the termination of this Agreement for any reason, all rights granted to User hereunder will cease. The following Sections will survive the termination or expiration of this Agreement for any reason: 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 23 and 25. In no event will termination of this Agreement relieve User of any obligations incurred prior to the termination or through its use of or connection to the Marketplace.
- 19. Acknowledgement of Regulatory Obligations. The Marketplace represents: (i) that the Marketplace may be registered with applicable federal, state and local agencies as a money services business, money transmitter, virtual currency business, or otherwise as required by law or regulation; (ii) that the Marketplace may have a statutory obligation to protect investors and the public interest, and to ensure that information supplied to investors and the public is fair and informative, and not discriminatory, fictitious or misleading; and (iii) that the Marketplace intends to enforce compliance with applicable law in connection with use of the Marketplace. Accordingly, User agrees that the Marketplace, when required to do so in fulfillment of its statutory or regulatory obligations, may, in accordance with the Marketplace Rules, temporarily or permanently, unilaterally condition, modify or terminate the right of any or all individuals or entities, including User, to receive or use the Services. Marketplace shall undertake reasonable efforts to notify User of any such condition, modification or termination, and User shall promptly comply with any requirement that may be contained in such notice within such period of time as may be determined in good faith by the Marketplace to be necessary and consistent with its statutory obligations. Any individual or entity that receives such a notice shall have available to it such procedural protections as are provided to it by applicable Marketplace Rules.
- **20. Assignment.** User's license to use the Services during the term of this Agreement is personal, nonexclusive and nontransferable. User shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the Marketplace's prior approval, which will not be unreasonably withheld. the Marketplace may assign or transfer this Agreement or any of its rights or obligations hereunder to a related or unrelated party upon at least 45 days prior written notice to User.
- **21. Force Majeure.** Neither party to this Agreement will be liable for delay or failure to perform its obligations hereunder (other than a failure to pay amounts when due) caused by an event that is beyond the party's control; provided, however, that such party will not have contributed in any way to such event.
- **22. Severability.** Each provision of this Agreement will be deemed to be effective and valid under applicable law, but if any provision of this Agreement is determined to be invalid, void, or unenforceable under any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Agreement.



- **23. Arbitration.** In connection with the following agreement to arbitrate, each party understands that: (i) arbitration is final and binding on the parties; (ii) the parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) pre-arbitration discovery is more limited than and different from court proceedings;; and (iv) the panel of three arbitrators will typically include a minority of arbitrators who were or are affiliated with the cryptocurrency trading industry. Subject to the preceding disclosures, each party agrees that any controversy arising out of or relating to this Agreement or the breach thereof will be resolved and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in accordance with such other rules and procedures as are agreed to by the parties. The arbitration proceeding shall be conducted in Newark, New Jersey, unless otherwise agreed to by the parties. Judgment upon arbitration may be entered in any court, state or federal, having jurisdiction; provided, however, that nothing herein will prevent either party from: (i) petitioning a regulatory body regarding a matter in question over which the regulatory body has administrative jurisdiction; or (ii) pursuing injunctions before any administrative or judicial forum provided that all monetary and other relief is submitted for arbitration.
- **Amendment.** The Marketplace may amend any term or condition of this Agreement on one hundred and twenty (120) days' written notice to User and User's acknowledgement of receipt of such notice (which notice may be provided by way of a circular issued to Members generally, or in such other manner agreed to in writing by the parties). User may object in writing to the proposed amendment by providing a written response to the address specified above, such response stating in reasonable detail the basis of the objection. Such response must be received no later than sixty (60) days after the date that the Marketplace distributed the initial notice. The Marketplace will respond to User's timely objection in writing within thirty (30) days of receipt and will use reasonable efforts thereafter to meet with the objecting User (in person or by phone) to discuss in good faith any potential resolution. Otherwise, any use by User of the System after the expiration of the one hundred and twenty (120) day notice period shall be deemed acceptance by User of the amendment. User may not alter any terms and conditions of this Agreement, and no modification to this Agreement proposed by User will be binding, unless in writing and manually signed by an authorized representative of each party.
- 25. Miscellaneous. All notices or approvals required or permitted under this Agreement must be given in writing, which may be done via email to the Marketplace at legal@edxmarkets.com or by certified or registered mail to the office address specified above or on the Marketplace's website from time to time, or to User at the email or office address of User on file with the Marketplace. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by the other party. This Agreement will bind each party's successors-in-interest. This Agreement will be governed by and interpreted in accordance with the internal laws of the State of New Jersey. For all matters not subject to Section 23 (Arbitration) above, both parties submit to the jurisdiction of the state and federal courts in and for the State of New Jersey for the resolution of any dispute arising under this Agreement. This Agreement, together with the applicable the Marketplace Rules, constitutes the complete and entire statement of all conditions and representations of the agreement between the Marketplace and User with respect to its subject matter and supersedes all prior writings or understandings.



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

User:	EDX Markets LLC
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Company:	Date:
Primary Contact Email:	
Date:	