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# MHC Trading - Terms of Business

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## 1 General Terms

These MHC Trading Terms of Business (**General Terms**) and any Service Terms (collectively, **Terms**) are a legal agreement under which MHC Trading Co Pty Ltd (ACN 657 250 658) (**MHC Trading**) and its affiliates provide you with digital asset trading and associated services (each, a **Service**).

### 1.1 You agree to the Terms

- (a) You agree to be bound by the Terms by:
  - (i) signing this document;
  - (ii) clicking “I agree” or a similar phrase through any acceptance mechanism associated with the Terms;
  - (iii) creating an account or registering with us to use the Services; or
  - (iv) accessing or using any part of the Services.
- (b) If you do not understand the Terms, please contact us before using the Services. You may not access or use any of the Services unless you agree and comply with all terms and conditions in the Terms.
- (c) We may revise or change the Terms (including any Service Terms) from time to time by sending or emailing them to you in accordance with 12.1 or through your Account. Any changes will be taken to be effective when they are sent, emailed or otherwise communicated to you. Any subsequent use of your Account or Services will constitute your acceptance of the changed Terms. If you do not agree to a change, you may terminate using the Services.

### 1.2 References in the Terms

- (a) In the Terms:
  - (i) “**you**”, “**your**” or “**counterparty**” means the person or entity that registered to receive the Services; and
  - (ii) “**MHC Trading**”, “**we**”, “**us**” or “**our**” means MHC Trading.
- (b) Some Services may be provided by third party suppliers or our affiliates, which will be notified to you in the Service Terms applicable to that Service.

### 1.3 Additional terms that may apply to you

You will generally be required to agree to additional terms (**Service Terms**) when receiving a Service. The Service Terms will be incorporated into these General Terms and the Service Terms will prevail to the extent of any inconsistency.

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## 2 Services

### 2.1 MHC Platform

You may receive the Services through any website, portal, software, group chat or mobile application operated by MHC Trading or its affiliate (each, an **MHC Platform**). Your access and use of an MHC Platform may be subject to additional terms and conditions, as notified to you from time to time.

## 2.2 Services

- (a) We may provide Services to you in accordance with the Terms and applicable law.
  - (b) We may refuse to provide you with any Services (or part thereof) or impose limits on your use of the Services.
  - (c) You must comply with the Terms (including any Service Terms) when receiving the Services.
  - (d) You authorise us to do anything we consider necessary or appropriate to provide the Services (including acting as your agent and delegating our authority as your agent to another person), to mitigate any loss incurred in the provision of the Services or to comply with any applicable law relating to the Services.
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## 3 Accounts and agents

### 3.1 General

- (a) We may (at any time) require you to register and create an account that is attributable to you (**Account**) when accessing an MHC Platform or the Services. We may (in our absolute discretion) refuse to open an Account for you.
- (b) Your access and use of Accounts will be subject to you providing security credentials, including a valid email address or phone number and a password. You must keep your security credentials private, and not disclose them to any other person. If you have lost or forgotten your password, you must contact us immediately.
- (c) Any access, use or actions made through your Account are for your own risk and expense and will be attributed to you as the owner of the Account.
- (d) You may request us to close your Account at any time. A decision to close your Account is within our reasonable discretion and we will notify you if your Account is subject to closure processes.
- (e) We may suspend or close your Account (either temporarily or permanently) if we reasonably believe you have breached the Terms.

### 3.2 Authorised Agents

- (a) You may request individuals to act on your behalf in respect of the Services (**Authorised Agents**). We may (in our absolute discretion) accept or reject such request, which will be subject to:
  - (i) you completing the Authorised Agent Authorisation form;
  - (ii) the nominated Authorised Agent undertaking and passing any checks that we require (including AML/CTF checks in accordance with clause 4); and
  - (iii) any other reasonable requirements we may impose from time to time.
- (b) In addition to any rights we may have under an Authorised Agent Authorisation form and the Terms, you acknowledge and accept that we are entitled to rely on the instructions, statements and representations made by an Authorised Agent in respect of the Services as if such instructions, statements and representations were made by you.
- (c) You must advise us in writing of any change to your Authorised Agents, including if their authorisation rights have been revoked by you.

- (d) If you fail to notify us promptly in writing of any change to your Authorised Agents, you remain responsible for any loss arising from or in connection with us acting on any instructions issued by those Authorised Agents.

### **3.3 Instructions**

- (a) In addition to instructions received from you or an Authorised Agent, we are entitled to rely on any instruction from your Account's associated email or phone number and treat the instructions as authorised and binding as if given by you without further enquiry into the source's authority or identity. You are responsible and bound by all contracts, obligations, costs and expenses resulting from such instructions.
- (b) Any instructions and any other documents provided to us will be at your risk. We are not responsible or liable for any losses, damages, costs or expenses suffered by you on account of any instruction not being received by us or not being acted upon. For clarity, you should assume that no instruction has been acted upon until you receive confirmation from us. Irrespective of the means of communication used to deliver instructions, we are not responsible for, and you discharge us from all liability for any:
  - (i) errors, ambiguity, inaccuracies, incomplete orders or instructions or any omissions in any instructions given by you;
  - (ii) delays in transmission or any systems or service unavailability;
  - (iii) risks associated with unauthorised interventions, or improper or fraudulent use of such means of communication; and
  - (iv) other causes beyond our control.
- (c) We may (in our absolute discretion) accept or reject any instruction. If we reject an instruction, we will (subject to applicable law) take reasonable steps to notify you and refund any payment or return any digital asset received by us (as applicable and less any losses incurred) in connection with the instruction.

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## **4 Anti-money laundering and counter-terrorism financing**

- (a) We are registered with the Australian Transaction Reports and Analysis Centre (**AUSTRAC**) as a digital currency exchange service provider and are required to comply with AML/CTF Laws.
- (b) We will collect and verify your information in accordance with AML/CTF Laws prior to providing Services to you (in our discretion). This may include any personal information disclosed in KYC Documents.
- (c) You must provide all reasonable assistance to us in complying with our obligations under AML/CTF Laws, including providing all KYC Documents and consenting to us using your KYC Documents to make enquiries with third parties to verify your identity and screen your identity against a sanctions list. We may refuse to provide the Services to you and cancel your registration if you do not assist us in complying with AML/CTF Laws.
- (d) You represent and warrant that all information you provide to us is accurate and complete. You must promptly notify us of any changes to any information that you have provided.

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## **5 Your obligations**

### **5.1 Your warranties**

By accessing and using any Services, you represent and warrant that:

- (a) if you are an individual, you are at least 18 years old;
- (b) you are a wholesale client for the purposes of sections 761G and 761GA of the Corporations Act;
- (c) if you are a corporate entity, you are legally constituted and exist under the laws of the country in which you are incorporated;
- (d) you have the legal capacity and authority to enter into and comply with the Terms (including any Service Terms);
- (e) you have the necessary experience and knowledge to understand the risks involved in any transaction you enter through the Services;
- (f) you acknowledge the speculative and volatile nature of investing in digital assets and that you are capable of gauging the merits and risks of the transactions on your own;
- (g) you acknowledge that (unless otherwise stated) we do not provide any recommendations or purport to offer any investment advice of any kind in relation to digital asset transactions. We give no warranty as to the performance or profitability of any transaction or investment;
- (h) your use of the Services will not infringe any third party rights or any agreement between you and a third party and will not contravene any laws in your jurisdiction;
- (i) MHC Trading will not contravene any laws in your jurisdiction by providing you the Services;
- (j) you are using the Services for yourself and not on behalf of any third party;
- (k) you understand that MHC Trading is not responsible for the provision of tax, legal, accounting or any other advice relating to the Services or any digital assets;
- (l) you have power of disposition and that no insolvency procedure applies to you;
- (m) you are not included on any sanctions list and are not a resident of a sanctioned country;
- (n) you will inform us if you are or become a politically exposed person (**PEP**), a close associate to a PEP or a family member of a PEP;
- (o) you are not restricted from accessing the Services due to any applicable law; and
- (p) you understand that your use of the Services may be suspended at any time at our discretion for breach of the Terms or at the request of any government authority investigating a fraud or other suspicious activity.

## 5.2 Prohibited Uses

- (a) You must not use any MHC Platform or the Services to engage in the following activities (each, a **Prohibited Use**):
  - (i) **Unlawful activity:** activity which would (in our opinion) contravene, or assist in the contravention of, any law, statute, ordinance, declaration or regulation, sanctions programs administered in the countries where we conduct our business, or which would involve proceeds of any unlawful activity;
  - (ii) **Abusive activity:** actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to an MHC Platform that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorised access to any MHC Platform, accounts, computer systems or networks connected to any MHC Platform, through password mining or any other means; use account information of another party to access or use the Services; or transfer your

Account access or rights to your Account to a third party, unless by operation of law or with our express permission;

- (iii) **Fraud:** activity which operates to defraud MHC Trading, other users, or any other person or provide any false, inaccurate, or misleading information to MHC Trading;
  - (iv) **Third party rights or agreement infringement:** engage in transactions involving actions or resulting in situations that infringe or violate any third party rights under the law or any obligations arising out of any agreement between you and a third party.
- (b) The above are representative, but not exhaustive, types of Prohibited Uses.
  - (c) If you are unsure as to whether your use of any MHC Platform or the Services involves a Prohibited Use or have any questions about how these requirements apply to you, please contact us.
  - (d) By accessing or using any MHC Platform or Service, you confirm that you will not use any MHC Platform or Service for a Prohibited Use.

### 5.3 Other

- (a) If we mistakenly or accidentally transfer any funds, digital assets, or other forms of payment to you, whether due to system error, human error, or any other reason, you agree to immediately return or repay the full amount to us upon written notice. Failure to comply with this obligation may result in us taking legal action to recover the erroneous transfer, and you will be responsible for any costs, expenses, or damages arising from such recovery efforts.

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## 6 Fees and payments

### 6.1 Fees

- (a) You must pay all fees applicable to the Services.
- (b) You are responsible for the payment of all taxes and duties arising out of or in relation to any transactions or in connection with any Service. Where applicable law requires that such taxes and duties are due to be paid or collected by us then you will pay us on demand an amount equal to such taxes or duties and indemnify us for the same.
- (c) You are responsible for all filings, tax returns and reports which must be made to any relevant authority for the payment of all taxes, levies or duties due in relation to any transactions or in connection with any Service.
- (d) All fees, expenses and other amounts payable under the Terms are exclusive of any applicable taxes, duties or levies including GST or any other value added tax.

### 6.2 Payment Methods

- (a) We may support various methods for you to pay us through the Services (**Payment Methods**) (as amended from time to time).
- (b) Payment Methods will be subject to additional terms and conditions (including by your Payment Method issuer) and the availability will depend on numerous factors (including any limitations imposed by third party payment processors and financial institutions). We are not responsible for the availability or operation of any Payment Methods and have no liability to you in respect of any Payment Method.
- (c) If you pay us through a bank or wire transfer, you represent and warrant that:
  - (i) you are doing so from a bank account in your name and not in the name of a third party;

- (ii) the name on the bank account will match the name on the KYC Documents you provide to us; and
  - (iii) you will not make any chargebacks or deny or reverse any payments.
- (d) If you are making a payment to us through a scheme credit or debit card you agree that we are not liable for any unauthorised use by any third party of such card, irrespective of whether the card was reported as lost or stolen.
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## **7 Liability and indemnity**

### **7.1 Indemnification**

- (a) You indemnify and hold us, our affiliates, and each of their officers, directors and employees harmless from any claim or loss (including legal fees), arising out of or in connection with:
- (i) your breach of the Terms or any other agreement;
  - (ii) your breach of any law;
  - (iii) your breach of any right of a third party;
  - (iv) any act or omission of a person you authorise to access your Account or Services; or
  - (v) subject to applicable law, any act or omission of a person not authorised to access your Account or Services as a result of your negligence.
- (b) Your liability in this clause 7 will be proportionally reduced to the extent that we have caused or contributed to the relevant claim or loss, or where we have failed to take reasonable steps to mitigate the relevant claim or loss.

### **7.2 Limitation of liability**

- (a) To the maximum extent permitted by law, we are not liable to you for:
- (i) Consequential Loss (whether arising under statute, in contract or in tort (including negligence) or otherwise) arising out of or in connection with any MHC Platform, any Service or the Terms;
  - (ii) any loss resulting from a failure or error experienced on any applicable blockchain or cryptocurrency network;
  - (iii) your use of, or your inability to use, any MHC Platform or any of the Services;
  - (iv) delays or disruptions in the MHC Platforms or any of the Services, viruses or other malicious software obtained by accessing any MHC Platform or any of the Services or any website or service linked to any MHC Platform or the Services;
  - (v) glitches, bugs, errors, or inaccuracies of any kind in the MHC Platforms or any of the Services or in the information and graphics obtained from them;
  - (vi) the content, actions, or inactions of third parties;
  - (vii) a suspension or other action taken with respect to your Account or your access to the Services; or
  - (viii) your need to modify your practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to the Terms.

- (b) Any instructions you provide to us through the Services are your responsibility and must be accurate, correct and complete in all respects. We are not liable for any loss or claim arising from our actions or inactions in accordance with your instructions.
  - (c) Our liability to you is diminished to the extent that your acts or omissions contribute or cause the loss of liability.
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## 8 Intellectual property rights

- (a) MHC Platforms and Services are subject to copyright and other intellectual property rights. We retain all rights, title and interest in and to the Services, and nothing you do on, via or in connection with the MHC Platform or Services will result in a transfer to you of any intellectual property rights or any content that may be accessed or gathered as a result of using the MHC Platform or Services.
  - (b) You must not frame or mirror any part of the MHC Platforms or Services or copy, modify, adapt, distribute, sell or licence any part of the MHC Platforms or Services, reverse engineer, decipher, decompile, disassemble or attempt to extract the code of the MHC Platforms or Services or cause any other person to do so.
  - (c) All trademarks, trade names, service marks and logos related to the MHC Platforms and Services are either trademarks or registered trademarks owned by us, our affiliates or licensors. You must not copy, imitate, modify or use them without our prior written consent.
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## 9 Privacy and confidentiality

### 9.1 Privacy

- (a) You may be required to provide us with personal information (**Customer Data**) when accessing the Services. You authorise us to use your Customer Data in accordance with our privacy policy (available here: <https://mhcdigitalgroup.com/privacy-policy/>) and to:
  - (i) assess your request to access the Services;
  - (ii) provide the Services to you, including communicating with third parties; and
  - (iii) meet our legal and regulatory requirements (including under AML/CTF Laws).
- (b) We will comply with all laws applicable to our use and disclosure of any Customer Data (including applicable privacy laws) and will notify you if we become aware of any unauthorised access to your Customer Data.

### 9.2 Confidentiality

We and you will keep information of a confidential nature in connection with the Terms confidential, except for information which is required to be disclosed under applicable law, to any regulator or government agency, or to provide the Services to you.

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## 10 Complaints and disputes

- (a) We are committed to providing a high standard of service. If you have any feedback, questions or are dissatisfied with any Service you have received and wish to submit a complaint, please do via email to [aus@mhcdigitalgroup.com](mailto:aus@mhcdigitalgroup.com).
- (b) When we receive your complaint, we will aim to acknowledge receipt of your complaint within five (5) Business Days. Subject to applicable law, we will aim to resolve your complaint within thirty (30) Business Days. This may not be possible in all circumstances.

- (c) In the event of a dispute arising in relation to the Terms, the parties shall first try to resolve such dispute by contacting the other party directly. We may consider use of alternative forms of dispute resolution, such as binding arbitration or non-binding arbitration at a location of our choosing.
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## 11 Termination

### 11.1 Termination by you

You may terminate the Terms and suspend your use of the Services at any time by:

- (a) discontinuing your use of the MHC Platform or the Services;
- (b) requesting that we close your Account (by sending us written notice via email); and
- (c) paying any outstanding fees that are owed to us.

### 11.2 Suspension or termination by us

We may suspend or terminate the provision of Services and your Account (and terminate the Terms) where:

- (a) you have breached or failed to comply with any of the Terms or any other agreement;
- (b) we reasonably suspect illegal activity including money laundering, terrorist financing fraud or any crime (financial or otherwise) is occurring in respect of your use of the Services;
- (c) upon our request, you have failed to provide us with information, or the information provided does not meet our legal requirements;
- (d) we suspect fraud or improper purpose on your part;
- (e) we are required to do so by law, regulation, competent court order, or other competent authority;
- (f) we reasonably believe we need to do so in order to protect our interests; or
- (g) a Force Majeure Event occurs.

Termination of these General Terms will terminate all relevant Service Terms.

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## 12 General

### 12.1 Communications

- (a) You agree to receive all communications electronically. You may withdraw your consent to receive communications electronically by following the unsubscribe instructions in the email/SMS or contacting us and requesting to opt out.
- (b) Communications we send you will be sent to the last email held on your Account, posted on our website, communicated to you via instant chat, Telegram and/or through other electronic communication such as text message or mobile push notification. All communications will be deemed correct, conclusive and binding on you if you have not objected to them within three Business Days of receipt.
- (c) Communications must be sent to us at [aus@mhcdigitalgroup.com](mailto:aus@mhcdigitalgroup.com).



## **12.2 Governing law**

- (a) The Terms are governed by the laws of New South Wales, Australia.
- (b) The courts of New South Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with the Terms (if applicable) or its subject matter or formation (including non-contractual disputes or claims).

## **12.3 Force majeure**

- (a) We are not liable for any delays or failures to fulfil our obligations due to a Force Majeure Event.
- (b) We, our suppliers, counterparties and applicable third parties may experience cyberattacks, extreme market conditions or other operational or technical difficulties which could result in the immediate halt of transactions either temporarily or permanently. Provided that we have taken reasonable measures to prevent these events in our technical systems, we are not liable for any losses or damages incurred by you as a result of such cyberattacks, operational or technical difficulties or suspensions of transactions.

## **12.4 Assignment**

We may assign our rights and deal with our obligations or our legal relationship with you, either in whole or in part, under the Terms. To the extent permissible by law, you agree in advance to such assignment. Your rights and obligations are personal to you, and therefore not assignable to any person or entity.

## **12.5 Subcontracting**

We may subcontract (including to any of our affiliates) the whole or any part of our obligations under the Terms without your prior consent.

## **12.6 Invalidity**

- (a) If a provision of the Terms or a right or remedy of a party under the Terms is invalid, void or unenforceable in a particular jurisdiction:
  - (i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
  - (ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.
- (b) This clause is not limited by any other provision of the Terms in relation to severability, prohibition or enforceability.

## **12.7 Survival of indemnities**

Each indemnity contained in the Terms is an additional, separate and independent obligation and no one indemnity limits the generality of another indemnity.

## **12.8 No waiver**

No waiver of any term of the Terms shall be deemed a further or continuing waiver of such term or any other term. Any failure to assert any right under the Terms shall not constitute a waiver of such right.

## **12.9 Survival**

All provisions contained in the Terms, which by their nature extend beyond the expiration or termination of the Terms, will continue to be binding and operate after the termination or expiration of the Terms.

## 12.10 Counterparts

- (a) The Terms may be executed in any number of counterparts, each of which:
  - (i) may be executed electronically or in handwriting; and
  - (ii) will be deemed an original whether kept in electronic or paper form, and all of which taken together will constitute one and the same document.
- (b) Without limiting paragraph (a), if the signatures on behalf of one party are on more than one copy of the Terms, this shall be taken to be the same as, and have the same effect as, if all of those signatures were on the same counterpart of the Terms. Those counterparts together make one instrument.

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## 13 Definitions and interpretation

### 13.1 Definitions

The following definitions apply in the Terms:

**Account** has the meaning given to that term in clause 3.

**AML/CTF Laws** means all anti-money laundering and counter-terrorism financing laws that apply to us and any Service, including *Anti-money Laundering and Counter-terrorism Financing Act 2006* (Cth) and the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1).

**Authorised Agent** has the meaning given to that term in clause 3.2.

**Business Day** means the day that banks are open for business in Australia.

**Consequential Loss** means any loss, damage or costs incurred by you that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Customer Data** has the meaning given to that term in clause 9.1(a) and includes the KYC Documents.

**Force Majeure Event** means any events or factors beyond our control, including fires, telecommunication, utility or power outages, equipment failures, labour disputes, riots, war, non-performance from vendor or suppliers, acts of God, pandemic or epidemic events, digital asset exchange defaults, bank defaults, suspension, failure or closure or other causes over which we have no reasonable control.

**GST** has the same meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**KYC Documents** means any information and documents that we request in accordance with AML/CTF Laws. This may include full name, home address, phone number, email address, date of birth, country of residence, nationality, government issued identification, tax file number, bank account information, a liveness video or photograph, the purpose of the transaction and the source of funds.

**MHC Platform** has the meaning given to that term in clause 2.

**MHC Trading** means MHC Trading Co Pty Ltd (ACN 657 250 658).

**Payment Methods** has the meaning given to that term in clause 6.2

**PEP** has the meaning given to that term in clause 5.1.

**Prohibited Use** has the meaning given to that term in clause 5.2.

**Consequential Loss** means any loss, damage or costs incurred by you that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.

**Terms** has the meaning given to that term in clause 1.

**Service** has the meaning given to that term in clause 1.

**Service Terms** has the meaning given to that term in clause 1.3.

## 13.2 Interpretation

In the Terms, the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of the Terms;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include all genders;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;
- (f) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;
  - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
  - (iii) a party includes its agents, successors and permitted assigns;
  - (iv) a document includes all amendments or supplements to that document;
  - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to the Terms;
  - (vi) the Terms includes all Service Terms, schedules and attachments to it;
  - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
  - (viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

- (ix) an agreement other than the Terms includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
- (x) a monetary amount is in Australian dollars and all amounts payable under or in connection with the Terms are payable in Australian dollars;
- (g) an agreement on the part of two or more persons binds them jointly and each of them severally;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Terms or any part of it;
- (i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (j) in determining the time of day where relevant to this agreement, the relevant time of day is:
  - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
  - (ii) for any other purpose under the Terms, the time of day in the place where the party required to perform an obligation is located;
- (k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and
- (l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in the Terms, it is to be calculated exclusive of that day, or the day of that act or event.

## Module A: OTC Trading Terms

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### 1 General

- (a) These MHC Trading OTC Terms (**OTC Trading Terms**) apply to all over-the-counter trading transactions (**OTC Transactions**) entered into between MHC Trading and you. These OTC Trading Terms are 'Service Terms' that apply in conjunction with the MHC Trading Terms of Business (**General Terms**) and should be read together.
- (b) All capitalised terms used in these OTC Trading Terms that are not defined have the meaning given to them in the General Terms.
- (c) By requesting or entering into OTC Transactions, you represent and warrant that you have read, understood, accepted and will be legally bound by these OTC Trading Terms and the relevant transaction and operation rules in connection with the OTC Transactions.

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### 2 Our role

- (a) We will work on a reasonable effort basis to facilitate you entering into OTC Transactions.
- (b) You acknowledge and agree that we act as principal on our own account when entering into OTC Transactions with you. We are not acting as your broker, intermediary, agent or advisor or in any fiduciary capacity in any OTC Transactions.
- (c) No communication or information provided to you is intended as, or is to be construed as, advice or intermediary services.
- (d) We make no warranty about the suitability of any digital assets for trading or ownership by you.

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### 3 OTC Transactions

#### 3.1 General

- (a) We may provide you with access to OTC Transactions where certain criteria is met (in our sole discretion), including fiat and digital asset trading pairs, as well as other OTC services.
- (b) We may only provide you with access to OTC Transactions in digital assets that we support from time to time (which may be subject to change in our sole discretion). We are not liable to you for any loss associated with not supporting any particular digital assets.
- (c) We may set minimum and maximum transaction amounts for OTC Transactions from time to time.
- (d) On registration to receive the OTC Transaction Service:
  - (i) we will provide you with our bank account details (for fiat currency transfers) and applicable digital wallet details (for digital asset transfers); and
  - (ii) you must provide us with your bank account details (for fiat currency transfers) and applicable digital wallet details (for digital asset transfers), each of which must be held in your name.
- (e) You must promptly notify us of any change to your address, bank account details or digital wallet details. We will not be responsible for any loss associated with transferring fiat currency or digital assets to the incorrect account or wallet if you fail to notify us of any changes prior to entering into an OTC Transaction.

- (f) We may at any time with or without cause or prior notice, limit, suspend or terminate your access to the OTC Transactions Service.

### 3.2 Prefunding

- (a) From time to time, we may require you (or you may request) to prefund an OTC Trade by transferring nominated fiat currency or digital assets to our bank account or digital wallet (as applicable).
- (b) If you prefund supported digital assets (eg, USDT), such digital assets will be maintained on a digital wallet in our name and will be designated as relating to you and your Account. You must only prefund digital assets in connection with entering into OTC Transactions. You must not:
  - (i) transfer digital assets to us that we do not support (including digital assets that may be securities or financial products (as defined in the *Corporations Act 2001* (Cth))); or
  - (ii) instruct us to transfer digital assets to any third party,and we will reject any such transfers in our sole discretion.
- (c) You may request the return of prefunded fiat currency or digital assets within our business hours.
- (d) We may decline a Request for Quote or cancel an OTC Transaction if you do not provide appropriate prefunding within a reasonable time.

### 3.3 Request for Quote

- (a) You may submit a request for an OTC Transaction quote (**Request for Quote**) through any Communication Channel that we provide for this purpose. We provide no representation as to the accuracy or fitness for purpose of any Communication Channel. We are not responsible for any loss incurred by you arising out of or in connection with your use of a Communication Channel.
- (b) We may (in our sole discretion) agree or decline to process a Request for Quote. If we agree to process a Request for Quote, that does not oblige us to enter into any OTC Transaction.

### 3.4 Pricing

- (a) Upon receipt of a Request for Quote that we agree to process, we will provide you with a price (denominated in fiat currency or digital asset) for the requested OTC Transaction (**Price**). Prices will consist of either or both a bid price and an offer price.
- (b) You acknowledge that we determine Prices in our sole discretion and may discontinue providing Prices relating to OTC Transactions or cease the use of a Communication Channel at any time for any reason.
- (c) Prices are proprietary in nature and so the Prices made available by us may differ to prices provided by other providers. Prices are subject to constant change and while we aim to provide Prices that are up to date, circumstances may cause a Price to become invalid by the time a Trade Instruction is received in relation to that Price. We may refer a Price at any time, making it no longer firm. Unless otherwise stated, Prices are "all-in" (ie, inclusive of the Price and all transaction costs). We will determine how long Prices remain valid in our sole discretion. A Trade Instruction submitted in relation to a Price that is no longer valid will be rejected.

### 3.5 Order execution

- (a) You may create a trade request or instruction to enter into an OTC Transaction on the basis of a Price through the Communication Channel and in such form and with requisite details (eg, trading pairs, Price, notional amount etc) as specified by us (**Trade Instruction**). A Trade Instruction is an offer made by you to enter into the OTC Transaction.

- (b) A Trade Instruction which is not received by us (for any reason, including the failure or delay of any Communication Channel) is deemed to be rejected. Unless permitted by us (in our sole discretion), you cannot withdraw, cancel or amend a Trade Instruction once it has been submitted.
- (c) We may accept or reject your Trade Instruction in our sole discretion, including whether we decide to execute all or part of a Trade Instruction. Trade Instructions may be time prioritised, aggregated or executed proportionally in our discretion.
- (d) We will notify you through the Communication Channel as to whether your Trade Instruction has been accepted or rejected (with or without reasons) (**Confirmation Notice**). We may reject a Trade Instruction for any reason and nothing obliges us to enter into any OTC Transaction. We may (but are not obliged to) verify the identity of the person purporting to give any Trade Instruction.
- (e) A Confirmation Notice provides us with an irrevocable right to settle the requested OTC Transaction and will constitute a binding agreement between you and us to an OTC Transaction on the basis of the Trade Instruction. Unless consented by both parties, an OTC Transaction cannot be cancelled, amended or unwound once entered into, regardless of whether the corresponding Trade Instruction was provided as a result of any inaccuracy or error by you. However, if we determine that a Price communicated to you included an obvious error, we have the right to cancel the OTC Transaction by notice to you any time prior to execution of the Trade Instruction.
- (f) You acknowledge that we may use external liquidity or internal inventory in connection with an OTC Transaction.
- (g) We will notify you of the execution of a Trade Instruction and entry into an OTC Transaction (**Trade Confirmation**) through a Communication Channel. Any failure or delay in providing a Trade Confirmation does not affect the validity of such OTC Transaction. You must promptly contact us if you do not receive a Trade Confirmation after a reasonable time.

### 3.6 Settlement

- (a) Unless otherwise agreed, an executed OTC Transaction will be settled instantaneously.
- (b) Once a Trade Confirmation is provided:
  - (i) if you have prefunded the OTC Transaction with the full amount, we will transfer the corresponding fiat currency or digital assets (as applicable) to your bank account or digital wallet (as applicable) nominated in accordance with clause 3.1(d) as required under the OTC Transaction;
  - (ii) if you have not prefunded or have partially prefunded the OTC Transaction:
    - (A) you must first transfer the fiat currency or digital assets (as applicable) to our bank account or digital wallet (as applicable) nominated in accordance with clause 3.1(d) as required under the OTC Transaction;
    - (B) after we receive your transfer of the full amount, we will then transfer the corresponding fiat currency or digital assets (as applicable) to your bank account or digital wallet (as applicable) nominated in accordance with clause 3.1(d) as required under the OTC Transaction.
- (c) Delays may arise in the transfer of fiat currency or digital assets as a result of issues with external systems, digital asset networks or banking rails. We are not responsible for any delays in the transfer of fiat currency or digital assets.

### 3.7 Hedging

We may at any time pre-hedge exposure to any OTC Transaction in the interest of facilitating the trade and managing risk.

### 3.8 Trading limits

- (a) You acknowledge and agree that any OTC Transactions may be subject to risk and/or credit limits imposed by us from time to time which may be general or specific to you, may apply to all or certain digital assets only and at times are imposed, amended, maintained or removed at our sole discretion (**Trading Limits**).
- (b) We may reject, or cancel or amend, any Trade Instruction that, in its sole discretion, breaches or will breach a Trading Limit. We have no liability to you for any losses incurred in connection with any Trade Instructions that are rejected, cancelled or amended where such orders breach a Trading Limit. You undertake to cooperate with us and supply all information and data that we consider reasonably necessary to set appropriate Trading Limits with respect to the OTC Transactions.

### 3.9 Manifest errors

- (a) Subject to our rights, a Trade Confirmation which does not accurately reflect the relevant OTC Transaction entered into via a Communication Channel:
  - (i) does not affect the validity of the OTC Transaction which the Trade Confirmation evidences; and
  - (ii) where there is a Manifest Error, does not entitle you to enforce the Trade Confirmation.
- (b) We may cancel or amend any Trade Confirmation to accurately reflect the true economics of the market at the time of the amendment.
- (c) In the absence of fraud, we are not liable to you for any loss you may suffer in connection with any Manifest Error (whether direct or indirect, special or consequential, including loss of profit, loss of opportunity and even if we had been advised of the possibility of the same arising or that the same were reasonably foreseeable).

### 3.10 Disruptions

During periods of extreme market volatility or disruptions, there may be interruptions or delays to our quoting, trading or transfer of funds in providing the OTC Transaction Service.

### 3.11 Disputes

All disputes in relation to an OTC Transaction will be resolved in accordance with the dispute mechanism set out in the General Terms.

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## 4 Your obligations

- (a) In addition to your representations and warranties in the General Terms, each time you enter into an OTC Transaction you represent and warrant:
  - (i) you are capable of assessing the merits (on your own behalf or through independent professional advice) and understand and accept the risks of the relevant OTC Transaction and are capable of assuming, and assume, the risks of that OTC Transaction;
  - (ii) you are acting for your own account and have made your own independent decisions to enter into the relevant OTC Transaction and as to whether the OTC Transaction is



appropriate and proper for you based on your own judgment and upon advice from such advisers as you have deemed necessary; and

- (iii) you are not relying on any communication made by or on behalf of MHC Trading as investment advice or as recommendation to enter into the OTC Transaction. We are not acting as your fiduciary or adviser in connection with that OTC Transaction.

- (b) You must pay all fees, costs, and charges relating to the OTC Transactions, as notified to you.

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## 5 Definitions

The following definitions apply in these OTC Trading Terms:

**Communication Channel** means such any methods of communication that we approve, including email, WhatsApp, Telegram, online chat functionality and, if available, the MHC Platform. We may withdraw the use of a Communication Channel at any time.

**Confirmation Notice** has the meaning given to that term in clause 3.5.

**General Terms** means has the meaning given to that term in clause 1.

**Manifest Error** means any error, omission or misquote (whether an error of MHC Trading or any third party) which is manifest or palpable, including a misquote by any representative of MHC Trading taking into account the current market and currently advertised quotes, or any error or lack of clarity of any information, source, commentator, official, official result or pronunciation. The fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or trade in reliance on an OTC Transaction entered into with MHC Trading (or that you have suffered or may suffer any loss whether direct, indirect, consequential or otherwise) is deemed irrelevant as a factor and shall not be taken into account in determining whether a situation amounts to a Manifest Error.

**OTC Trading Terms** has the meaning given to that term in clause 1.

**OTC Transaction** has the meaning given to that term in clause 1.

**Price** has the meaning given to that term in clause 3.4.

**Request for Quote** has the meaning given to that term in clause 3.3.

**Trade Confirmation** has the meaning given to that term in clause 3.5.

**Trade Instruction** has the meaning given to that term in clause 3.5.

**Trading Limits** has the meaning given to that term in clause 3.8.