

ATME OTC Rules

1. Scope

ATME B.S.C (c) (**ATME, we, us**) extends an Over the Counter trading desk (**OTC Service**) to eligible Clients (**Client, you, yours**) for Orders in Accepted Crypto Assets. The agreement governing your use of the OTC Service shall consist of the General Terms and Conditions (**GTC**) and these rules (**OTC Rules**). By availing of the OTC Service you agree to be bound by the OTC Rules.

2. Acceptance of OTC Rules and Amendments

ATME may amend the OTC Rules from time to time at its discretion. If we make changes to these OTC Rules we will notify you of such changes using any of our available communication channels. ATME will ensure that the most recent version of the OTC Rules is always published on its Platform. If you do not agree with any amendments to the OTC Rules your sole remedy is to terminate your use of the OTC Service.

3. Definitions and Interpretation

Except defined herein, all capitalised terms and references used shall have the meaning given to them in the GTC. Where a term is defined both in the GTC and the OTC Rules, the definition in the OTC Rules shall prevail with respect to the OTC Service.

Accepted Crypto Assets	Shall mean any crypto asset that we make available for the OTC Service from time to time.
Agreed Communication Channel	Methods of communication approved by ATME and agreed between you and ATME from time to time, which may include (without limitation) telephone, Telegram, online chat functionality, and the Platform. ATME may withdraw the use of an Agreed Communication Channel at any time for any reason.
Manifest Error	Any error, omission or misquote (whether an error of ATME or any third party), including a misquote by any representative of ATME taking into account the current market and currently advertised quotes, or any error or lack of clarity of any information, source, result, commentary.

Minimum Order	Means the minimum amount of a buy or sell Order for Accepted Crypto Assets as prescribed by ATME from time to time.
Order	Means an order to buy or sell Accepted Crypto Assets through the OTC Service.
Order Confirmation	Has the meaning given to it in section 8.2.
Order Limits	The upper limit of Orders in accordance with risk limits imposed by ATME from time to time which may be general or specific to you, may apply to all or certain Accepted Crypto Assets only and at all times are imposed, amended, maintained or removed at the sole discretion of ATME.
Price	Indicative Order prices in response to a RFQ sourced from external liquidity sources
RFQ	A request made by you through an Agreed Communication Channel for a Price.
OTC Service	<p>Means ATME’s facilitation of over-the-counter transactions in Accepted Crypto Assets.</p> <p>Under the OTC Service, ATME performs the following activity:</p> <ol style="list-style-type: none"> a. Receives Request for Quote (“RFQs”) from you through an Agreed Communication Channel; b. Provides Price quotes sourced from external liquidity providers; and c. Facilitates the execution and settlement of Orders once a Price quote is accepted by you <p>In each case through the RFQ process and the Agreed Communication Channel.</p>

Security Controls	Mandatory controls by ATME for accepting RFQs on Accepted Communication Channels which includes without limitation, as applicable, enabling second factor authentication on Telegram; verification questions for telephone calls; or access controls to ATME's Platform for using the chat function.
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4. Eligibility for OTC Service

- 4.1. In addition to compliance with the OTC Rules, your use of the OTC Service is subject to:
 - 4.1.1. Meeting any additional eligibility and Client classification criteria established by ATME from time to time which may include additional verifications pursuant to our Compliance Program and a review of your trading history and that of your users (where applicable);
 - 4.1.2. Adhering to any Security Controls;
 - 4.1.3. Submitting an RFQ for an Order equal to or greater than the Minimum Order;
 - 4.1.4. Prefunding the corresponding amount in fiat or Accepted Crypto Asset in accordance with section 8.3; and
 - 4.1.5. Any Order Limits determined by ATME from time to time.
- 4.2. ATME reserves the right to refuse or discontinue the OTC Service if you do not meet the eligibility requirements.

5. OTC Operating Hours

- 5.1. The OTC Service is available only during ATME's designated OTC operating hours, being from 09:00 to 17:00 (GMT +3, Kingdom of Bahrain time), as communicated to Clients from time to time.
- 5.2. Orders, RFQs, or other communications received outside such operating hours do not guarantee a response and may not be processed, responded to, quoted, confirmed, or executed until operating hours resume. Any such communications shall be treated as non-binding unless and until acknowledged during operating hours.

6. Use of Agreed Communication Channels

- 6.1. Agreed Communication Channels are used by ATME to receive your RFQs, request responses to RFQs whether to confirm or decline an Order, notify you of the expiry of a Price, confirm execute Orders, notify you of sends and receipts of the relevant Accepted Crypto Assets. The use of Agreed Communication Channels does not override the OTC operating hours set out in section 5.
- 6.2. ATME may also use such Agreed Communication Channels to provide you with general notifications from time to time pertaining to its OTC Service.
- 6.3. Clients are responsible for the security and accuracy of their RFQ communications to ATME. Where a Client is a legal entity, the Client:
 - 6.3.1. ensures that it only permits its authorised users to access and use the Agreed Communication Channel;
 - 6.3.2. ensures that their authorised users are adequately trained and have the appropriate skills, experience and knowledge to access and use the OTC Service. The Client bears all responsibility for training its authorised users to ensure that they comply with the terms of the OTC Rules at all times;
 - 6.3.3. represents and warrants that it implemented, and shall maintain, appropriate policies and procedures to ensure that it can monitor and supervise its authorised users' access to and use of the Agreed Communication Channel; and
 - 6.3.4. acknowledges and agrees that it will be bound by and solely responsible for any actions or omissions of its authorised users arising out of their respective access to and use of the OTC Service and with its compliance with the terms of the OTC Rules and GTC;
- 6.4. ATME may rely and act on instructions and communication received by it through the Agreed Communication Channel and may exercise the option, but not the requirement, for additional verification. If ATME doubts the authenticity of the instructions or communication, it may in its absolute discretion refuse to act on such instructions or communications received without incurring additional liability. Where any instruction is ambiguous or inconsistent with any other instruction, ATME shall be entitled to rely and act upon it in accordance with any reasonable good faith interpretation made by ATME.

- 6.5. You will notify ATME if you become aware of any unauthorised or suspicious activity on the Agreed Communication Channel.
- 6.6. You accept that electronic communication is provided by a third party messaging service provider, like Telegram, is not error free or risk free, and that ATME does not accept liability for any errors, omissions or delays in the transmission of instructions or other communication from you to us where such error, omission, or delay is caused by such service provider. ATME shall not be liable to you for any and all loss incurred by you arising from any loss or delay in the transmission or wrongful interception of any instruction or communication through the Agreed Communication Channel.

7. Prices

- 7.1. For any RFQs that meet eligibility requirements set out in Section 4, reasonable efforts will be used to source Prices on your behalf through one or more third-party liquidity providers. Prices are sourced from external liquidity providers, and ATME does not control, guarantee, or assume responsibility for the pricing, availability, execution, or performance of such liquidity providers. A single Price representing the best available Price for the relevant buy or sell RFQ at the time of review will be provided.
- 7.2. Prices are indicative, time-sensitive and sourced from external liquidity providers, and are subject to continuous change due to market conditions or technical delays. If Prices change before we receive your Order Confirmation, the original Price will no longer apply and the Order will not be processed. In such cases, ATME will provide you with an updated Price, which must be accepted before the Order can proceed. For avoidance of doubt, ATME shall have no obligation to execute any Order at an expired Price.
- 7.3. Prices are inclusive of the source price received from liquidity sources and an internal margin applied by ATME.
- 7.4. Prices are provided to you solely for your use of the OTC Service and no other purpose and you may not communicate or otherwise use the Prices for any other reason without the prior consent of ATME unless otherwise provided herein.
- 7.5. Price quotes provided by ATME will expire when their validity from the liquidity source expires.

- 7.6. Prices provided by ATME do not constitute valuations, investment recommendations, or assurances regarding the value, performance or suitability of any Accepted Crypto Asset.

8. Orders and Settlements

- 8.1. Your RFQs will require the name of the Accepted Crypto Asset, quantity, and your base / quote price to enable ATME to quote a Price and receive your Order Confirmation.
- 8.2. You may send an Order Confirmation on the Agreed Communication Channel in response to a Price received from ATME you wish to buy or sell Accepted Crypto Assets in by using statements similar to or analogous to the following: “confirmed”, “agreed”, “done,” “I buy,” “bought,” “I sell,” or “sold”. If Order Confirmations are unclear, ATME may require secondary verbal or written confirmation before acting on your Order Confirmation. For the avoidance of doubt, RFQs and Prices provided by ATME are indicative only and do not constitute binding offers, and an Order shall only become binding upon ATMEs receipt and acceptance of a valid Order Confirmation.
- 8.3. You will be required to deposit the corresponding fiat or Accepted Crypto Asset amount that you wish to use the OTC Service. Fiat deposits will be received in a designated client money bank account and Accepted Crypto Asset deposits will be accepted to a designated custody wallet. You may be required to top up such deposits to meet the Order Price, correspondent bank fees, ATME’s fees, or in the case of certain Accepted Crypto Assets any network fees, in order for ATME to act on your Order Confirmation and settle such Orders.
- 8.4. Order Confirmations are binding on you and cannot be withdrawn, amended, or cancelled by you. Subject to section 5, ATME may arrange the execution of an Order in accordance with your Confirmation.
- 8.5. Nothing in these OTC Rules obliges ATME to arrange the Order execution in response to an Order Confirmation. ATME may refuse to arrange execution of an Order, accept or otherwise act on any Order Confirmation without giving any reason or any notice to you.
- 8.6. The OTC Service is provided on a non-advised basis, meaning that ATME will not provide you with any advice as to the merits of any RFQ or Order. You acknowledge and agree that you are solely responsible for any decisions taken in respect of any RFQ. ATME will not provide you with any investment, legal, tax or other form of advice, nor can you request any such advice from ATME. You acknowledge that you remain

solely responsible for your own assessment prior to submitting any RFQ or Order Confirmation.

- 8.7. ATME shall notify you of the acceptance and execution of an Order through an Agreed Communication Channel but any failure or delay in providing such notice shall not affect the effectiveness of such Order.
- 8.8. If you buy Accepted Crypto Assets ATME shall notify you through an Agreed Communication Channel when settlement of your Accepted Crypto Asset Order by the liquidity provider is initiated but any failure or delay in providing such notice shall not affect the effectiveness of such settlement. Settlement processing times may differ between liquidity providers and you agree that ATME has no control or responsibility over the receipt of your Order from the liquidity provider within a specified time. After a liquidity provider settles your Order, ATME will initiate transfer of any Accepted Crypto Asset in settled Orders to your designated wallet within 48 hours.
- 8.9. Orders in Accepted Crypto Assets are subject to validation on their public ledgers and may be validated within minutes, hours, or days after they are sent. You agree that ATME has no control and no responsibility to you over the duration of validation of an Accepted Crypto Asset on a public ledger.
- 8.10. If you sell Accepted Crypto Assets, ATME shall notify you through an Agreed Communication Channel when settlement of your fiat Order is initiated by the liquidity provider but any failure or delay in providing such notice shall not affect the effectiveness of such settlement. Settlement processing times may differ between liquidity providers and you agree that ATME has no control or responsibility over the receipt of your Order from the liquidity provider within a specified time. Fiat settlements will be conducted via international bank transfers and may require up to 4 banking days until receipt of your fiat Order. After a liquidity provider settles your Order, ATME will, at your request, initiate transfer of fiat settlements to your designated bank account within the same banking day as your request.
- 8.11. If you buy Accepted Crypto Assets your Order settlement may be deducted by network gas fees on certain public ledgers. Such gas fees are variable and determined at the time of transmission of the Accepted Crypto Asset. You accept the sole responsibility for deductions made by a liquidity provider for such fees.
- 8.12. If you sell Accepted Crypto Assets your Order settlement may be deducted by correspondent bank charges. Such bank charges are variable and determined by the relevant correspondent banks. You

accept the sole responsibility for deductions made by banks for such fees.

9. Force Majeure

9.1. ATME shall not be liable for any failure, delay, interruption, or inability to perform its obligations under the OTC Service to the extent such failure, delay, interruption, or inability results from events or circumstances beyond ATME's reasonable control ("Force Majeure")

9.2. Force Majeure includes, without limitation:

9.2.1. Acts or omissions of third-party liquidity providers:

9.2.2. Delays, outages, congestion, forks, or failures of blockchain networks;

9.2.3. Failures delays or disruptions of banking partners, payment systems, custodians, or settlement agents;

9.2.4. System failures, cyber incidents, or telecommunications outages;

9.2.5. Changes in applicable laws, regulations, regulatory actions, or government restrictions affecting the OTC Service, and

9.2.6. Any other events beyond ATME's reasonable control affecting pricing, execution, settlement, or transfer of Accepted Crypto Assets.

9.3. You acknowledge that execution outcomes and settlement processing times are dependent on third-party liquidity providers, blockchain networks, and banking counterparties, and that ATME has no control over, and shall not be responsible for any delays, failures, or disruptions occurring as a result of such Force Majeure.

10. Errors

10.1. ATME may rectify any error in your Account history at any time, and reserve the right to void or reverse any transaction involving or deriving from a Manifest Error and:

10.1.1. Reflect what we reasonably consider to be the correct or fair details of the Order; and

10.1.2. Notify you of this rectification through the Agreed Communication Channel.

- 10.2. Where ATME cancels an Order pursuant to the rights referred to in section 10.1 above, ATME will either:
 - 10.2.1. Demand repayment of Accepted Crypto Assets erroneously transferred to your Account in connection with such Order; or
 - 10.2.2. Reverse any transfers of Accepted Crypto Assets that have been made to and/or from your Account in connection with such Order as if that Order had never taken place.
- 10.3. You agree to pay any demand made by ATME as a result of rectification of a Manifest Error.
- 10.4. ATME may at any time rectify its records in response to a Manifest Error. Subject to the foregoing rectifications, ATME's records of any Orders entered into pursuant to its OTC Service are final and conclusive.
- 10.5. Where there is Manifest Error, you may not enforce whatever is inaccurately recorded in a Price quote or Order Confirmation. ATME shall in no circumstances be liable to you for any loss or demand of whatsoever nature you may suffer or incur in connection with any Manifest Error howsoever arising, whether direct or indirect, special or consequential, including, but not limited to, loss of profit, or loss of opportunity, even if ATME had been advised of the possibility of the same arising or that the same were reasonably foreseeable.

11. Custody

- 11.1. If you opt to custodize Accepted Crypto Assets with ATME they will be held in custody arrangements facilitated by ATME in accordance with applicable custody and safeguarding requirements under Applicable Laws. Furthermore, you accept the following:
 - 11.1.1. You may be required to accept additional custody terms of ATME;
 - 11.1.2. Custody wallets may be located inside or outside the Kingdom of Bahrain, in accordance with ATME's custody arrangements;
 - 11.1.3. Accepted Crypto Assets will be maintained in pooled custody wallets.
- 11.2. ATME will perform regular reconciliations on your Accepted Crypto Assets.

12. Confidentiality

- 12.1. Both ATME and you regard the information it receives from the other as confidential and shall take all action reasonably necessary to secure the disclosing party's confidential information against theft, loss or unauthorised disclosure. Orders are confidential.
- 12.2. ATME may disclose the information regarding your Orders to its affiliates, professional advisors, and regulatory or governmental bodies as required to provide or improve the OTC Service, and disclose information about your Orders where required to do so by operation of law or regulation.

13. Personal Data

- 13.1. personal data that you provide to us in relation to the OTC Service will be processed in accordance with ATME's Privacy Notice.
- 13.2. By using the OTC Service you may be disclosing certain personal data on an Agreed Communication Channel that is a third party instant messaging tool including you or your users' names, device locations, and any personal data you disclose in a message. Such personal data is subject to the privacy terms set by that instant messaging service provider (including its privacy, use of your data, period that the personal data is retained, your ability to make requests regarding your personal data), which may be subject to the laws of a jurisdiction other than the Kingdom of Bahrain. Their services transfer and store such data outside of the Kingdom of Bahrain. ATME is not responsible for the transfer of your personal data to or the data processing activities of such third party instant messaging tools.

14. Limitation of Liability

- 14.1. Nothing in these OTC Rules shall be construed as creating any responsibility or liability on ATME beyond its role in connection with the OTC Service.
- 14.2. You acknowledge and agree that the use of an Agreed Communication Channel in connection with the OTC Service is entirely at your own risk and accordingly, you assume full responsibility and risk of loss resulting from or relating to such use.
- 14.3. Without prejudice to the foregoing and without prejudice to or duplication of any disclaimers, limitations or liability and indemnity provisions set out in the GTC, and except to the extent that liability cannot be excluded under any applicable law or regulation, you acknowledge and agree that,

- 14.3.1. ATME shall not be responsible for the acts or omissions of third-party custody providers, except to the extent required under Applicable laws and regulations.
- 14.3.2. without limitation, ATME shall not be liable for any losses arising from the performance, failure, or characteristics of any Accepted Crypto Asset or its underlying issuer, and that:
- 14.3.3. neither ATME nor any of its affiliates, their respective directors, shareholders, member, officers, employees, attorneys, agents, representative, suppliers or contractors (**Related Persons**) shall be liable for any loss, damage or claim of any kind whatsoever arising directly or indirectly as a result of: (i) any Price provided by ATME; (ii) any errors in or omissions from an Agreed Communication Channel; (iii) any failure of an Agreed Communication Channel to transmit, or any delay in the transmission or receipt of any Trade Instruction or Order, any rejection or non-execution of any Trade Instruction or Order, or any delay by you in the receipt of any notification (including any Trade Confirmation) confirming that any Trade Instruction or Order has or has not been executed; or (iv) any unauthorised access to or use of an Agreed Communication Channel;
- 14.3.4. neither ATME nor any Related Persons shall have any liability arising from Order Confirmations, Orders, investment decisions or purchases of any third party goods or services (including financial instruments) based on any Price or any other information provided through an Agreed Communication Channel or otherwise;
- 14.3.5. under no circumstances shall ATME or any Related Persons be liable for any damages whatsoever, whether direct, indirect, punitive, special or consequential, that are directly or indirectly attributable to the use of, or inability to use, an Agreed Communication Channel or the OTC Service, even if advised of the possibility of such damages or if such damages were foreseeable; and
- 14.3.6. neither ATME nor any Related Persons shall be liable for any failure to perform any obligation under the OTC Rules or for any delay in the performance thereof, due to force or condition beyond ATME's reasonable control.

15. Termination of Service

ATME may suspend or terminate the OTC Service at its sole discretion. Termination or suspension of the OTC Service does not automatically terminate the remaining

services available to your Client Account. Termination of your Client Account will automatically terminate the OTC Service.

16. General Terms

Except as specifically amended by the OTC Rules for the operation of the OTC Service, all the provisions of the General Terms and Conditions apply to the OTC Service, including without limitation, sections 4 (Client Account Operations), 6 (Fees), 7, (Risks Disclosure), 8 (Intellectual Property), 9 (Limitation of Liability), 10 (Indemnity), 11 (Tax), and 12 (General).