

## BITmarkets Margin Trading Terms and Conditions

This Margin Trading Terms and Conditions ("Margin Trading Terms") supplements the BITmarkets Terms and Conditions as though the entire Terms were fully outlined in this Margin Trading Terms. The Margin trading services are provided by Unicorn Technologies Limited, a company incorporated under the laws of St. Vincent and the Grenadines, with registration no: 27217BC2025 and with its registered office located at Euro House, Richmond Hill Road, P.O. Box 2897, Kingstown, VC 0100, St. Vincent and the Grenadines ("Company") and/or the relevant Affiliate(s) providing services in your area for the service or services you access. Unicorn Technologies Limited is a part of the BITmarkets Operators.

- This Margin Trading Terms sets out the Terms and Conditions that apply to Margin Trading of Derivatives Products ("Products") offered on the platform. If you do not agree, understand or accept a part or whole of this Margin Trading Terms, we recommend you refrain from using our services.
- There are additional specific risks that apply to trading in Products which are described in clause 13 of this Margin Trading Terms. It is important to understand the specific features and risks associated with each product before deciding whether such service is appropriate for you. Derivatives and margin trading of derivatives products are complex. The risk of loss in connection with trading derivatives products can be substantial and you may lose all or more than the assets you provide. You may be called upon at short notice to make additional supported asset contributions. If you do not make such contributions within the prescribed time, your supported assets may be lost without further notice to you. Thus, you should carefully consider whether such arrangements are suitable for you. You should be capable of bearing a full loss of the amounts invested as a result of or in connection with any order and any additional loss over and above the initial amounts invested that may be incurred due to market fluctuations, fees, or other associated risks. Please ensure you read and understand the specific risks as described in this Margin Trading Terms and consider these risks and all other applicable risks carefully and decide if the risks are acceptable to you. Consider consulting with a financial advisor before making any investment or financial decisions.
- In the event of a conflict or inconsistency between the BITmarkets Terms and Conditions and this Margin Trading Terms, the terms of this Margin Trading Terms will prevail to the extent of the conflict or inconsistency and only with regard to the subject matter of this Margin Trading Terms.
- This Margin Trading Terms are subject to amendments at any time, without prior notice. We recommend you to check this Margin Trading Terms from time to time. If

you continue to use or access our platform and/or services after any changes are made, you hereby agree to accept all the changes published.

- Transactions that require Collateral are not suitable for all clients, as they carry significant risks. You could lose all the assets you provided to establish or maintain a position and may also be liable for any resulting deficit after the liquidation of Collateral. If you have any doubts about entering transactions involving Collateral or using the services, we strongly encourage you to seek independent professional advice.
- The transactions under the service are subject to the requirements of applicable law, including any rules related to trading and settlement. The Company will manage your account in accordance with all applicable laws.
- The transactions will be recorded in your Margin Wallet.
- You can only transfer Supported Assets to the Margin Wallet from your Spot Wallet.
- In case of inquiries with regard to your Margin account, please contact us through [support@bitmarkets.com](mailto:support@bitmarkets.com). If your inquiry involves specifics or technicalities, we recommend you seek independent professional advice.

## 1. Discretionary Service

The Company may make the Service available to you in accordance with the Agreement and at our discretion only if:

- (a) We have approved your account registration;
- (b) We have obtained the additional information, document or verifications we required from you to proceed with your account registration;
- (c) You agree to pay any Applicable Fees required under the service and acknowledge that such fees may be subject to change in accordance with our policies;
- (d) We are satisfied that making the service available to you will not result in you exceeding any trading or position limits or controls that we may impose, including margin requirements, collateral thresholds, and liquidation mechanisms;
- (e) The service and specific Products are available in your jurisdiction as specified by us from time to time, and you confirm that you are not accessing the Service from a restricted or prohibited jurisdiction;
- (f) The service must be used in compliance with all applicable law;
- (g) You acknowledge and accept the risks associated with margin trading, including the potential for substantial losses beyond your initial investment, and confirm that you have the necessary knowledge and experience to engage in such trading;
- (h) We reserve the right to suspend, restrict, or terminate your access to the Service at our sole discretion if we determine that you no longer meet the eligibility

criteria, violate any terms of the Agreement, or pose a risk to the integrity of the platform.

## **2. Position Limit and Maximum Order Quantity**

- (a) The Company may provide you with a Position Limit which will determine the size of the position you may open in respect of a specific product.
- (b) You acknowledge and agree that any service made available to you is subject to and must not exceed the Position Limit and the Maximum Order Quantity.
- (c) You may not enter transactions under the service in excess of the Position Limit.

## **3. Applicable Fees**

- (a) You agree to pay the Applicable Fees for the service, in addition to any other amounts payable under the Agreement.
- (b) Applicable fees are deducted from the Margin Wallet.
- (c) Applicable fees may be withdrawn from the Spot Wallet if there are insufficient Supported Assets held in the Margin Wallet.

## **4. Entering into Product Transactions Requires Collateral**

- (a) You may enter into, and exit from, Products subject to the terms of the Agreement.
- (b) Notwithstanding any other term of the Agreement, the Company will require the full receipt of the Collateral before you open a position in respect of a Product.
- (c) The Company in its sole discretion will determine in respect of each Product:
  - i. the form and level of Collateral required to be maintained with us, as well as the methodology used to calculate the Collateral and any applicable haircut;
  - ii. the Position Limit;
  - iii. the Maximum Order Quantity;
  - iv. the Margin Balance;
  - v. the Initial Margin, Maintenance Margin and prescribed thresholds to determine further action under the Margin related notifications, including a Forced Liquidation; and
  - vi. such other conditions that the Company may specify in the relevant Confirmation.
- (d) In completing transactions pursuant to the service, you agree to comply with the following terms:

- i. You must not exceed the Position Limit.
- ii. As security for your obligations, you will maintain Collateral in the form and amount required by the Company at all times. This includes additional Collateral as necessary to meet the Collateral Requirement for all Supported Assets.
- iii. The Collateral that the Company may ask for may include one or more types of Supported Assets.
- iv. Without limitation to clause 4(b), the Company may change the Collateral Requirement associated with a particular Product, any applicable prescribed thresholds including the Initial Margin or Maintenance Margin, and the form and haircut, if any, applicable to, any Collateral at any time. You acknowledge that:
  - iv.i a change in Collateral requirements for an existing position may result in the events described in clause 6 because of the effect this may have on your Initial Margin;
  - iv.ii a change to Initial Margin and Maintenance Margin may result in the events described in clause 6 and/or Forced Liquidation; and
  - iv.iii the Company may, in certain market conditions, effect an immediate change in Collateral requirements or other aspects of the service and you waive any right to object on the grounds that such change is unreasonable.

## 5. Payments

- (a) Payments are processed automatically between the parties to the Products at each applicable Session End Time and in circumstances described in the FAQs, while there is an open position in respect of a Product.
- (b) Payments under the Service are made either from or to your Margin Wallet. You agree that this may be done without notice.
- (c) Any payments under the Service are made in the Supported Assets and do not involve any fiat currency.
- (d) Full and final settlement of the Product is made at the time specified in the Product Specifications for maturity of the Product. For certain Products, there is no maturity date. Please see the Product Specifications for details regarding the specific Product.

## 6. Margin related notifications

- (a) If at any time, at our sole discretion, we assess that your Margin Balance has dropped below the Initial Margin, or if we reasonably consider that such action is required to protect the Company against the risk of loss on present, future, or contemplated transactions, the Company will take reasonable steps to notify you in accordance with this clause 6.
- (b) It is your responsibility to monitor your position and ensure your Margin Balance does not drop below the Initial Margin. You will be notified by an Agreed Communication Method each time your Margin Balance falls below the Initial Margin. However, you acknowledge that any failure to notify you or non-receipt of a notification does not prejudice any of the Company's rights.
- (c) Without prejudice to the generality of this clause, you understand and agree that the Company is under no obligation to contact you through the contact information you have provided in your account or any contact number you may notify the Company from time to time for the purpose of any notification under this clause.
- (d) Any notification under this clause must be addressed by taking one or more of the following actions within the time frame specified by the Company:
  - i. repaying some or all of the Amount Owning, as specified by the Company;
  - ii. providing the Company with additional Collateral and/or Security in a form acceptable to the Company;
  - iii. arranging to sell, dispose of or redeem in any manner and method some or all of the assets forming part of the Collateral and/or Security (with the proceeds being used to reduce the Amount Owning);
  - iv. applying any Supporting Asset balances in any Account to discharge the Amount Owning;
  - v. reducing and/or closing-out some or all of your open Orders and/or positions; and
  - vi. taking any other steps the Company considers necessary, so that the Margin Score is no longer below the prescribed Margin Call threshold. The Company must agree to any action under this clause before you take it.
- (e) Failure to satisfactorily respond to a notification may result in the Company, in its sole discretion, designating such event as an Event of Default.
- (f) You should ensure that you are able to receive any notifications from the Company and act promptly and within the time limits specified by the Company.
- (g) Without limiting our other rights or obligations under the Agreement and subject to applicable Law, we may prevent any withdrawal from the Margin Wallet or entering into of new positions until you repay and/or claw back any negative balance in the event of extreme market conditions. Such actions may be taken

without prior notification to you. Extreme market conditions are determined solely at the discretion of the Company.

(h) You agree:

- i. to manage your Margin Balance, which includes tracking and monitoring market movements to avoid your Margin Balance dropping below the Initial Margin; and
- ii. if at any time your Margin Balance drops below the Initial Margin and the Company either does not provide notice or does not require action to be taken under clause 6(d):
  - ii.i it does not constitute a waiver of Company's rights, nor does it waive the Company's right to exercise these rights at any time in the future; and
  - ii.ii The Company is not obliged to take any action to stop or limit your Loss by exercising the Company's rights under the Agreement (for example, the Company may refuse to approve any of the actions described in clause 6(d).

## **7. Forced Liquidation**

(a) Where a Margin notification is not addressed in accordance with clause 6(d), and/or the Margin Balance falls below the Maintenance Margin, the Company has the right to choose, in its absolute discretion, to:

- i. take such actions to restore the Margin Balance to a level acceptable to the Company and above the Initial Margin, including reducing and/or closing-out some or all of your open Orders and/or positions, and/or arranging to sell, dispose of or redeem in any manner and method some or all of the property secured in the Company's favour by any Security or otherwise forming part of the Collateral (with the proceeds being used to reduce the Amount Owing or being deposited to the credit of the Margin Wallet). The Company can apply partial liquidation to your position until the Margin Balance is above or meets the prescribed thresholds outlined in the FAQs.

Without limitation to the Company's rights, it will generally close positions for Products that fall below the Maintenance Margin before closing other position that remain above thresholds for Margin Calls or Forced Liquidation;

- ii. terminate:
  - ii.i open Orders and/or positions;
  - ii.ii the Service; and/or
  - ii.iii the Agreement; and

iii. take other steps as the Company considers necessary.

- (b) If the Company sells all or part of the Collateral or any other property provided as security, it may do so without recourse or liability to you or any other party, and it may, at its discretion, choose which parts to sell. To the extent that the Company sells the Collateral and/or Security, any amounts remaining after the Amount Owing is repaid will be refunded to you.
- (c) You acknowledge and agree that the Company may not issue a notice to you when it exercises its rights to terminate the Agreement and/or the Service under this clause 7.
- (d) On or as soon as reasonably practicable after the termination of the Service under this clause 7, the Company will send you a notice specifying any amount payable in accordance with clause 12.1(b).
- (e) You must repay all of the Amount Owing within the applicable time period specified in the notice given to you in accordance with clause 7(d).
- (f) Clauses 7(b) to (e) also apply to actions taken by the Company in accordance with its other liquidation powers, including clause 8.
- (g) The Liquidation Fee is payable by you to the Company if a Forced Liquidation occurs and will be deducted from the Margin Wallet.

## **8. Inadequate Collateral**

- (a) If the Collateral in the Margin Wallet does not, in the Company's opinion, satisfy the Collateral Requirement for any reason, the Company may take such action as it considers necessary, including:
  - (i) realising part or all of the Collateral to satisfy your obligations, without notice to or consent from you;
  - (ii) requiring you to transfer, within such time as the Company thinks fit, additional Collateral acceptable to the Company to meet the Collateral Requirement; and
  - (iii) exercising the Company's right of netting and set-off under the Agreement and combining all amounts in the Margin Wallet against your obligations.
- (b) This clause applies in addition to the Company's rights described in clause 6.

## **9. No Encumbrance or other dealings**

You agree not to:

- (a) create any Encumbrance or allow one to exist on the whole or any part of the Collateral; or

- (b) attempt to dispose of, agree to dispose of, or otherwise deal with any of the Collateral without the Company's prior written consent.

## **10. The Company's rights in relation to the Collateral**

- (a) You agree that the Company may deal with the Collateral and/or Security in accordance with any applicable authority given by you in connection with the Agreement.
- (b) In dealing with the Collateral and/or Security, the Company will comply with the requirements and limits applicable under Applicable law and the Agreement.
- (c) Even if, despite any other term of the Agreement, the Company is appointed as a custodian, agent of custodian or otherwise acts in any other fiduciary capacity for all or part of the Collateral and/or Security, the Company may upon the enforcement of its rights, sell, dispose of, realise, convert into any other currency or otherwise deal with the Collateral and/or Security as your agent, mortgagee or pledgee, as the Company may at its discretion deem fit, without incurring any liability whatsoever or howsoever in respect of such fiduciary capacity.
- (d) The Company may in its absolute discretion agree to treat any Collateral and/or Security provided by you as meeting the Collateral Requirement for more than one virtual asset at any time.
- (e) Any Security continues until the Company has released it in writing.
- (f) You acknowledge that the Company may not provide and/or be able to account separately for any interest, distributions or other benefits arising in respect of amounts held in the Margin Wallet and you waive and relinquish in favour of the Company all claims for such interest, distributions or other benefits that may otherwise accrue with respect to any Supported Asset placed with the Company as Collateral and/or Security.
- (g) You, by way of security, irrevocably appoint the Company and any other person the Company nominates as your attorney to sign documents and take any other actions the Company deems necessary to perfect and enforce any Security (including dealing with any of the assets which are the subject of the Security) and to exercise any of the rights conferred on the Company in relation to any Security or under the Agreement or applicable statutory provisions of common law. You agree to ratify any actions taken by the Company or any other person nominated by the Company under this clause.

## **11. Termination**

### **1. Closing your position**



In closing any position, you will be asked to confirm such action through a confirmation button, which must be selected to verify and complete the closure. You may close your position and exit any Product at any time, including therein the payment of any Applicable Fees. The amount payable by or to you will be the Session Payment and any other amounts specified under the specific Product terms.

## **2. Termination by the Company**

- (a) In addition to its other rights, the Company may, in its sole discretion:
  - i. remove any Product or Supported Asset from the platform from time to time by providing notice through the website or app. In such case, any and all open positions you have at the date and time the Product or Supported Asset ceases to be made available as part of the Service will be closed by the Company, without any liability or Loss to the Company; and
  - ii. close out any and all positions that the Company reasonably considers necessary to protect itself against the risk of loss on present, future, or contemplated transactions.
- (b) In cases where the Company seeks to exercise its rights under clause 11.2(a), the notice must state the date and time the Products or Supported Assets will cease to be made available or closed-out, as applicable, as part of the Service.
- (c) You agree that you will not hold the Company liable for any loss arising from an action taken under clause 11.2(b).

## **12. Miscellaneous**

### **12.1 Calculations**

The clause pertaining to Calculation under the BITmarkets Terms and Conditions applies to the calculation of Amounts Owed under the Service herein. Further, the following applies specifically to the calculation agent for the Service:

- (a) We are the calculation agent for the Service. All calculations are carried out in our sole discretion, unless otherwise specified.
- (b) The calculation agent is responsible for calculating the fees and any amounts, periods and dates including changes to any of them.

### **12.2 Conversions**

All conversions between Supported Assets to satisfy any obligation under this Margin Trading Terms will be done on a spot basis at the prevailing market rate unless otherwise stated.

## **13. Risk Disclosure Statement**

### 13.1 General risks

In addition to any other risks disclosed by us that are relevant to your use of the platform and the services, the following risks shall apply:

- (a) The Service involves derivative transactions that provide exposure to an underlying asset. These products, whether or not they involve leverage, are inherently complex. It is therefore important that you fully understand the risks associated with engaging in these products and using the Service.
- (b) The price of the Supported Assets can be influenced by various market factors, leading to price fluctuations both upwards and downwards. This may cause the price to fluctuate upwards or downwards. Consequently, derivative instruments such as Products can be speculative and highly volatile. It is important that you understand the nature of these products and the associated risks before deciding to use the Service.
- (c) The underlying virtual assets for the Products exist only in a digital form and have no physical equivalent. Determining the value of the underlying virtual assets can be challenging, as their value depends on expectations and trust regarding their future use. Factors such as persistent high volatility, technological changes and advancements, fraud, theft, cyber-attacks, and regulatory changes may hinder the establishment of the underlying for future use and could potentially render it worthless.
- (d) When you enter a transaction to purchase a Product, it is not the same as buying the underlying virtual asset. You do not have direct access to, or rights over, the underlying virtual assets that make up the Product, nor do you have access to the private keys associated with those assets. Additionally, there is no principal protection.
- (e) We require you to provide Collateral to support your obligations under the service. Specifically, you may be asked to provide additional Collateral on short notice if the market moves unfavourably during the term of a transaction or if we adjust the Collateral requirements at our discretion. Such additional Collateral may be substantial, especially in poor market conditions or other circumstances.
- (f) The risk of loss when financing a transaction by providing Collateral is significant. You may incur losses exceeding the Collateral held with us. Market conditions may prevent the execution of contingent orders, and you could experience a total loss of the initial and any additional Collateral used to establish or maintain a position. If the required Collateral additions or reductions in amounts owing are not made within the specified time, your Collateral may be liquidated, and other actions may be taken without your consent. For example, we may need to close your position at a loss. Additionally, you will remain liable for any resulting deficit in your account.

- (g) You are exposed to the credit risk of the counterparty to any Product you enter. If the counterparty fails to make a payment or becomes insolvent, you may lose some or all your initial investment. This risk is in addition to the risks associated with the Socialized Loss Mechanism, which could expose you to losses from counterparties in other trades to which you may not be a party.
- (h) The position of another person with whom you do not trade may still affect your overall position if the Socialised Loss Mechanism is triggered. For example, if a user incurs a large loss, it could impact all other profitable users, even if they have taken low-risk positions. You should be aware that the Socialised Loss Mechanism may result in unforeseen payments being required from you, even if you have achieved a profit in your own Product transactions
- (i) Products may involve a high degree of leverage, meaning you may not need to post 100% of Collateral as margin. Consequently, the amount you provide upfront to enter a Product may be relatively small compared to its underlying value. With leveraged transactions, even small price movements in the underlying market can significantly amplify your gains or losses. Losses can be substantial and may exceed the margin you deposited, making you liable for any shortfall between the Collateral and the incurred loss. You may be required to provide additional supported assets on short notice, which may be communicated to you.

Failure to make up the shortfall within the required time may result in us liquidating your position without your consent. We will apply the proceeds of such liquidation to the shortfall and claim any remaining balance from you. This could lead to substantial costs and losses, which you will need to bear. Other consequences may also arise under the Agreement. It is your responsibility to ensure that you have sufficient margin in your account to support any outstanding long or short positions. Therefore, you should carefully consider whether such a trading arrangement is suitable in light of your financial position and investment objectives. You must familiarize yourself with all the terms and conditions applicable to Collateral and the Service and seek independent advice if needed.

### **13.2 Risks Specific to certain Products**

- (a) The Service offers some Products that have no expiry date. Such Products can be held or traded indefinitely, with payments continuing to be made to or deducted from you as long as the Product is held.
- (b) Each Product varies. It is important that you understand the precise terms and conditions associated with each specific Product, in addition to the general terms and conditions that apply to the Service.

- (c) We may terminate the Product in accordance with the provisions set out in this Margin Trading Terms. Such early termination may result in a loss.
- (d) Other risks inherent in the use of Products include but are not limited to:
  - i. The limitation of your or anyone's ability to correctly predict how particular reference assets will change in value impacts a Product. This may require different skills compared to purchasing reference assets on a spot basis. You must carefully assess your own ability to enter Products;
  - ii. Your obligations in respect of Products may differ from those related to trading the relevant underlying assets, including regulatory, tax, accounting, and reporting requirements. As with any Order, you alone are responsible for assessing your obligations associated with entering Product transactions and seeking professional advice as needed before you trade;
  - iii. your inability to exit or close an existing position, which requires that you take an opposite position. Market conditions may mean that there may be limitations on your ability to enter a new position or react to price movements;
  - iv. a potential lack of, low, or imperfect correlation between the price of a Product and the price of a reference asset; and
  - v. risks that may be caused or exacerbated by any related leverage, other transactions or other dependencies.

#### 14. Governing Law

Unless otherwise specified, this Margin Trading Terms, your use of the Service are governed by the law in force in the St. Vincent and the Grenadines.

#### 15. Additional Definitions

The following terms have the meanings specified, unless a contrary intention appears. Other terms will have the meanings given to them in the BITmarkets Terms and Conditions.

**Amount Owing** means the total of all amounts that at any time are payable, are owing but not payable, or are contingently owing, by you in connection with the Service.

**Applicable Fees** means any fees relating to the Service, including the Liquidation Fee, as set out on the Website.

**Applicable Law** means any applicable common law, principles of equity, and laws made by a government or relevant authority or judicial body, including regulations, rules, decrees, court judgments, arbitral awards, office directives, requests, policies, codes, circulars, guidelines or other instruments (whether or not having the force of law), and consolidations, amendments, re-enactments or replacements of any of them from time to time. For the avoidance of doubt, Applicable Law includes AML/CTF Requirements and Financial Crime Regulation in the jurisdiction where the Company is incorporated;

**Collateral** means the amount of immediately available Supported Assets maintained or required to be maintained with us by you in the Margin Wallet in relation to the Service.

**Collateral Requirement** means any requirement for you to provide Collateral in accordance with clause 4.

**Confirmation** means a written confirmation of the particulars of the Service.

**Derivatives Product (“Product”)** means the contract entered into between two users of the Exchange on the terms described in this Addendum and as made available by the Company to be traded on the Exchange in connection with the Service.

**Encumbrance** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**BITmarkets Terms and Conditions** means the document described as such and published by the Company.

**Forced Liquidation** means the events described in clause 7.

**Initial Margin** means the threshold amount for a specific Product, calculated by the Company used to determine whether the events described in clause 6 are to occur.

**Maintenance Margin** means the threshold amount for a specific Product, calculated by the Company used to determine whether there is a Forced Liquidation.

**Margin Balance** means Collateral Balance + Unrealized P&L.

**Margin Wallet** means one or more virtual asset wallets designated for holding Collateral in connection with the Service provided in the platform.

**Maximum Order Quantity** means the maximum amount that the Company permits per Order under the Service.

**Position Size Limit** means the position limit that the Company is prepared to make available to you under the Service, with reference to the amount of Collateral provided and other factors it deems relevant and appropriate in its sole discretion.

**Product Specifications** means the product specifications that apply to specific Products, as described in the platform.

**Security** means any Encumbrance granted in favour of the Company to secure your obligations under the Service and the Agreement including any Collateral.

**Service** means the trading service which the Company may at its sole discretion make available to you under the Agreement under which you may acquire or dispose of Products on the Exchange.

**Session End Time** means the time as to when a payment is made under a specific Product.

**Session Payment** means the amount payable at the Session End Time.

**Socialised Loss Mechanism** means the arrangements to redistribute Amounts Owing to counterparties to Products which are the subject of a Forced Liquidation.

**Supported Assets** means the Virtual Assets that may be deposited as Collateral.

Last updated: July 2025