

Restricted Jurisdiction Representations

The undersigned customer (“**Customer**”) hereby represents and certifies to HDR Global Trading Limited that:

- (i) the Customer understands that access to and use of the BitMEX trading platform (“**BitMEX**”) is prohibited with respect to certain jurisdictions (“**Restricted Jurisdictions**”), as defined in our Terms of Service (available at <https://www.bitmex.com/app/terms>). The Restricted Jurisdictions include (as at the date of this letter), but are not limited to, the United States of America, the provinces of Ontario and Québec in Canada, the Hong Kong Special Administrative Region of the People’s Republic of China, the Republic of Seychelles, the Islands of Bermuda, Cuba, Crimea and Sevastopol, Iran, Syria, North Korea and Sudan;
- (ii) under the Terms of Service, HDR Global Trading Limited may, at any time, amend the Terms of Service, including (without limitation) with respect to the conditions of access to and use of BitMEX and the definition of Restricted Jurisdictions; the Customer agrees to consult the Terms of Service regularly to confirm the applicable terms in respect of Restricted Jurisdictions in effect at any time, to be bound by such terms, and to advise BitMEX promptly if the representations made herein and in the Terms of Service are no longer accurate;
- (iii) the Customer is not a legal person located, organized or incorporated, or otherwise established or with its principal place of business, in any Restricted Jurisdiction, and no trade-related instructions or trade-related confirmations in respect of the Customer’s BitMEX account are sent from or to a Restricted Jurisdiction or it is either (A) an “exempted undertaking” (as defined under the Exempted Undertakings Tax Protection Act 1966 of Bermuda) (a “BEU”) or (B) an “international business company” (as defined under the International Business Companies Act 2016 of the Republic of Seychelles) (an “SIBC”);
- (iv) the Customer (including its individual owners, representatives, employees, and any other person with access to the Customer’s BitMEX account or acting on its behalf) does not conduct or control (including by, in substance or effect, making or directing decisions with respect to) its trading activities on BitMEX from within any Restricted Jurisdiction, provided that where the Customer is (A) a BEU, it may do so from Bermuda (or any other jurisdiction that is not a Restricted Jurisdiction), or (B) an SIBC, it may do so from the Republic of Seychelles (or any other jurisdiction that is not a Restricted Jurisdiction); and
- (v) the Customer (including its individual owners, representatives, employees, and any other person with access to the Customer’s BitMEX account or acting on its behalf) will not submit trading instructions or conduct any business related to engaging in transactions with respect to its BitMEX account from within any Restricted Jurisdiction, provided that where the Customer is (A) a BEU, it may do so from Bermuda (or any other jurisdiction that is not a Restricted Jurisdiction), or (B) an SIBC, it may do so from the Republic of Seychelles (or any other jurisdiction that is not a Restricted Jurisdiction).

Signed / Confirmed:

Date:

Signed by:

Name:

Title:

For and on behalf of