

## Order Execution Policy (OTC addendum)

### Article 1: Purpose and Scope

1. The purpose of this *Order Execution Policy* ("this Policy") is to regulate the execution of crypto-asset orders on behalf of **Users** by **Bitonic**, in accordance with article 78 **MiCA**.
2. This Policy is designed to ensure clear disclosure of the rights and responsibilities of both **Bitonic** and its **Users**, and to provide effective protection for their respective rights.
3. **Bitonic** shall provide **Users** with information regarding this Policy, obtain their prior consent and promptly notify existing **Users** of any material changes.
4. When a **User** wishes to **Buy** and/or **Sell Bitcoin** via **OTC**, this Policy is provided as referenced in article 13 of the User Agreement. Upon the **User's** consent, this Policy becomes an integral part of the User Agreement.

### Article 2: Execution of Orders

1. The **User** must undergo additional onboarding proportional with the order amount. **Bitonic** will accept and execute the order only after all onboarding requirements have been met.
2. The **User** can initiate **Transactions** through a communication channel chosen by **Bitonic**. The offer provided by **Bitonic** is indicative and does not include all applicable costs. The fees can be found in the pricing overview on the **Website**.
3. **Bitonic** shall take all reasonable steps to achieve the best possible outcome for the **User** by considering factors such as liquidity, optimal order division (price optimisation), speed, likelihood of execution, settlement and the nature and conditions of custody. Bitonic's trading software determines the optimal method to allocate the order across various trading platforms.
4. Before execution, **Bitonic** will provide the **User** with a pre-agreed price indication (quote). The **User** must confirm this indication to authorise the execution. Once the **Funds** have been received by **Bitonic**, the **Transaction** will be executed on behalf of the **User**.
5. **Bitonic** does not guarantee that its pre-agreed price indication (quote) will be as favourable as those available elsewhere. The **User** hereby agrees that the quote may deviate by up to 2% from the executed price.
6. **Bitonic** continuously monitors the order books during and after execution and periodically evaluates the execution quality to ensure the best possible results for the User. **Bitonic** shall demonstrate, at the **User's** request, that it has executed orders in accordance with this Policy.

### **Article 3: Trading Platforms**

1. **Bitonic** maintains a list of trading platforms, which is periodically reviewed and updated. The selection of relevant platforms is made on a case-by-case basis. **Bitonic** reserves the right, at its sole discretion, to include or exclude any trading platform.
2. **User** orders shall be executed exclusively on designated trading platforms. No orders shall be executed outside these platforms.
3. No trading platform has offered **Bitonic** any remuneration, discounts, or non-monetary benefits in exchange for preferential treatment, nor has any trading platform requested the transmission of **Users'** orders.
4. The **User** acknowledges that order execution is subject to market risks, including slippage, delays, or errors, which may arise due to technological disruptions or trading platform downtimes.
5. Both **Bitonic** and the trading platforms log executed trades. These logs are periodically reviewed to ensure that **Users** receive the best possible execution.

### **Article 4: Confidentiality**

1. All information regarding **Users'** orders is confidential. **Bitonic** and its authorised personnel shall treat such information with the utmost confidentiality.
2. Any unauthorised disclosure or misuse of such information will be subject to disciplinary measures under **Bitonic's** Code of Conduct and may lead to legal action.