

MTF Rulebook

Crypto Facilities Ltd

Version: 1.0

Date Effective: 28th October 2020

TABLE OF CONTENTS

MTF Rulebook	1
Crypto Facilities Ltd.....	1
1. Version History	3
2. Definitions.....	3
3. Overview.....	9
PART I: MEMBERS	10
4. Member Eligibility Criteria.....	10
5. Member Admission Criteria.....	11
6. Broker Members	12
7. Market Maker Members.....	12
8. Competence, Authority and Withdrawal of Authorised Persons.....	13
9. Member Resignation	14
10. Member Suspension and Termination	14
PART II: MARKET MECHANICS.....	16
11. Your Instructions	16
12. Hours of Operation	17
13. Clock Synchronisation	17
14. Trading.....	17
15. Margin Requirements.....	20
16. Pre Trade Information, Post Trade Confirmation, Clearing and Settlement	21
17. Fees	22
PART III – MARKET INTEGRITY	23
18. Instrument Eligibility Criteria	23
19. Suspension of Trading.....	23
20. Algorithmic Trading.....	24
21. Prohibited Trading Practises and Market Abuse.....	25
22. Market Abuse Monitoring	25
23. Disciplinary Sanctions	25
PART IV – COMMUNICATIONS, DATA AND REPORTING.....	26

24.	Communications	26
25.	Transaction Reporting.....	26
26.	Recordkeeping of Instructions, Transactions, and Inquiries	27
27.	Data Protection.....	27
PART V – OTHER.....		27
28.	Custody of Member Funds.....	27
29.	Your Obligations	27
30.	Crypto Facilities' Obligations.....	29
31.	Indemnity & exclusion of liability.....	29
32.	Material interests and conflicts.....	29
33.	Complaints.....	29
34.	Variation.....	29
35.	Survival and Governing Law	30
APPENDIX I – CLEAR ERROR TRADE POLICY		31
1.	Definitions.....	31
2.	Erroneous Transaction Process.....	31
3.	Review Process	32
4.	Variation.....	33
APPENDIX II – MARKET ABUSE GUIDANCE		34
1.	Introduction	34
2.	Insider Dealing	34
3.	Offense of Market Manipulation	36

1. VERSION HISTORY

Version	Date Effective	Summary of Changes
V1.0	28 October 2020	First Version

2. DEFINITIONS

2.1 For the purposes of this Rulebook the following terms shall have the following meanings:

“Account” means the account which you hold on the Platform, in accordance with the Member Agreement;

“Admission Criteria” has the meaning given to it in Rule 5.1;

“Aggregator” has the meaning given to it in Rule 20.4;

“Algorithmic Trading” means trading in financial instruments where a computer algorithm automatically determines individual parameters of orders such as whether to initiate the order, the timing, price or quantity of the order or how to manage the order after its submission, with limited or no human intervention;

“Algorithmic Trading ID” has the meaning given to it in Rule 20.3;

“API” means the application programming interface made available by Crypto Facilities to Members in order to interact manually and/or in an automated manner with CRYP through RESTful, websocket and other communication protocols as described on the Platform from time to time;

“Applicable Law” means all applicable laws, regulations, rules (including any rules, guidance, orders or other directions of a regulatory authority) applicable to: (a) Crypto Facilities; or (b) a Member (or Authorised Person or Principal as the case may be); in relation to CRYP;

“Assignment Counterparty” means a Member that has agreed with Crypto Facilities to act as receiver of Positions in the Position Assignment Process within certain parameters;

“Authorised Person” means an individual or other third party authorised by a Corporate Member to have access to and transact through CRYP on the Corporate Member’s behalf, and who has been given or is utilising a User ID and password issued by Crypto Facilities for such purposes;

“Broker” means a firm trading on the MTF on behalf of their client(s);

“Broker Member” means a Member that is a legal entity and a Broker;

“Broker Eligibility Criteria” has the meaning given to it in Rule 4.2.4;

“Clear Error Trade Policy” means the policy set out in Appendix I;

“Close Out Transaction” has the meaning given to it in Rule 16.4.1(a);

“Collateral” has the meaning given to it in Rule 14.4.3;

“Corporate Member” means a Member that is a legal entity, for example a limited company or limited liability partnership;

“Corporate Member Eligibility Criteria” has the meaning given to it in Rule 4.2.2;

“Counterparty” means any Member with whom you conclude a Transaction on CRYP;

“CRYP” means the FCA-regulated multilateral trading facility operated by Crypto Facilities for the trading of Eligible Instruments in accordance with the Rules, including the API and GUI between Members of CRYP;

“Crypto Facilities” or “we” means Crypto Facilities Ltd, a company with registered offices at 25 Cophthall Avenue, London, EC2R 7BP that is authorised and regulated by the FCA with firm reference number 757895 to operate a multilateral trading facility on which Members may trade Eligible Instruments;

“Cryptocurrency” means a digital token based on distributed ledger or similar technologies such as, but not limited to bitcoin, ether, litecoin, bitcoin cash or ripple XRP;

“Deadman’s Switch” means a feature on CRYP which allows Members to cancel all open Orders if they lose connectivity to CRYP;

“Degree of Collateralization” means in relation to a Position in a Margin Account, the ratio of the value of Collateral located in the Margin Account to the notional of the Position in the Margin Account;

“Downtime” means any period of time during which any material functionality of CRYP does not function as normal;

“Downtime Notification System” means the communication procedure CRYP uses to notify Members of scheduled Downtime of CRYP or the Platform;

“Downtime Recovery Process” means a period of time after CRYP has experienced scheduled or unscheduled Downtime, during which Members are allowed to submit only Order cancellations and post-only Orders;

“Eligible Instruments” means the instruments that are eligible for trading on CRYP as described in Rule 18.4;

“Equity Protection Process” has the meaning given to it in Rule 14.5;

“FCA” means the United Kingdom Financial Conduct Authority or any successor body from time to time;

“FCA Rules” means the FCA Handbook of Rules and Guidance, as amended or replaced from time to time;

“Final Settlement” means the settlement of Positions that are held until the final settlement time of an Eligible Instrument, according to the settlement process published on the Platform from time to time;

“GUI” means the graphical user interface made available by Crypto Facilities to Members via the Platform in order to interact manually with CRYP by entering instructions and obtaining notifications on the trading screen and related screens;

“Individual Member” means a Member who is a natural person;

“Individual Member Eligibility Criteria” has the meaning given to it in Rule 4.2.1;

“Initial Margin Requirement” means the amount of Collateral that is required to open a Position or submit an Order that may increase an existing Position;

“Insolvency Event” means the occurrence of any of the following circumstances with respect to a Member: a) the Member is declared bankrupt, or insolvent, or is unable or admits inability to pay its debts as they fall due, or suspends making

payments on any of its debts; b) any step, application or proceeding has been taken by or against the Member or in respect of the whole or any part of its undertaking, for a voluntary arrangement or composition or reconstruction or rescheduling of its debts, winding up, bankruptcy, dissolution, administration, receivership or otherwise or any similar proceeding in any jurisdiction; c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or d) voluntary or involuntary petition for a bankruptcy order; or (e) any similar event, action, application or proceeding in any jurisdiction under Applicable Law, to which it is subject;

“Instruction” means any Order, request, response, instruction or similar communication from a Member;

“Liquidity Taking” means Orders that are immediately matched with an existing Order that sits in the Order Book;

“Liquidity Providing” means Orders that are not immediately matched with an existing Order that sits in the Order Book and are instead added the Order Book;

“Log In Credentials” means any log-in credentials, application programming interface (API) private keys, two factor authentication seeds, email encryption private keys and other access tokens, access details or account details relating to an Account;

“Maintenance Margin Requirement” means the amount of Collateral that is required at all times to maintain an existing Position;

“MAR” means the EU Market Abuse Regulation (Regulation 596/2014) and the EU Directive on Criminal Sanctions for Market Abuse and summarised in Appendix II – Sections 3 and 4;

“Margin Account” means a subaccount of a Member’s Account that holds Collateral against the Position that is linked to that Margin Account;

“Mark Price” means Crypto Facilities’ estimate of the current fair value of an Eligible Instrument in its absolute discretion in accordance with the mark price calculation rules published on the Platform from time to time;

“Market Abuse” means any behaviour that constitutes or may constitute market abuse (as defined in the FCA Handbook), market manipulation or insider trading or any other similar or analogous behaviour prohibited or subject to sanctions or penalties under Applicable Law;

“Market Maker” means a Member that satisfies the Market Maker Requirements;

“Market Maker Requirements” has the meaning given to it in Rule 7.2;

“Member” means a person that is currently being admitted as a member of CRYP pursuant to Rule 5;

“Member Agreement” means the agreement which you have entered into governing your use of the Platform and your holding of an Account on it, as

published and amended from time to time on the Platform and including any supplemental terms which may be added to it;

"Member Eligibility Criteria" means the Individual Member Eligibility Criteria, the Corporate Member Eligibility Criteria or the Broker Eligibility Criteria as applicable to a particular Member;

"Non-Trading Day" means a day on which CRYP is scheduled to be closed and during which no trading or settlement take place. A list of these days is published on the Platform from time to time;

"Notice" has the meaning given to it in Rule 34.2;

"On-Boarding Documentation" means the supporting documentation that may be required by Crypto Facilities from a Member from time to time to support its application to become a Member or satisfy Crypto Facilities' know your Member requirements;

"Order" means a firm offer submitted by you or on your behalf to buy or sell an Eligible Instrument on CRYP which, if executed, results in a Transaction;

"Order Book" means the central limit order book in relation to a particular Eligible Instrument that contains bid Orders and ask Orders submitted by Members to CRYP that have not yet been matched in the Order Matching Process;

"Order Matching Process" means the process by which a bid Order is matched with an ask Order relating to the same Eligible Instrument based on price-time-priority, resulting in a Transaction;

"Persons of Significant Influence Register" means the register maintained by Crypto Facilities that contains the names of individual deemed to have significant influence over one or more Cryptocurrencies;

"Platform" means the website at <https://www.cryptofacilities.com>;

"Position" means any non-zero balance in one or more Eligible Instruments on CRYP held by a Member or a Broker Member on behalf of its clients;

"Position Assignment Process" has the meaning given to it in Rule 14.5.4;

"Position Liquidation Process" has the meaning given to it in Rule 14.5.3;

"Position Unwind Process" has the meaning given to it in Rule 14.5.5;

"Principal" means an entity or client of a Broker Member, on behalf of whom a Broker Member executes Transactions, in accordance with specific additional rules, to be agreed between Crypto Facilities and that Broker Member;

"Profit & Loss" means the profit or loss of a Member's Position, as calculated by the Profit & Loss Model;

"Profit & Loss Model" means the rules, as published on the Platform from time to time, by which Crypto Facilities calculates Profit & Loss of a Position based on the Mark Price;

“Regulator” means any authority that has jurisdiction over Crypto Facilities or its affiliates, including, for the avoidance of doubt, the FCA;

“Rulebook” means this document, as amended or replaced from time to time including any Appendices;

“Rules” means the Rulebook, the Member Agreement, any Trading Notices and any amendments thereto;

“Settlement Process” has the meaning given to it in 16.4.2;

“Settlement Transaction” has the meaning given to it in 16.4.1(b);

“Suspicious Transaction” means a Transaction that a) is executed in circumstances of Market Abuse, CRYPT abuse or misuse; and/or b) Crypto Facilities believes is or may be manipulative or deceptive, or part of a manipulative or deceptive scheme;

“Trading Day” means each day that is not a Non-Trading Day;

“Transaction” means a transaction that results in the modification of a Member’s Position, for instance as a result of the submission of an Order to buy or sell an Eligible Instrument;

“Unwind Counterparty” means a Member who receives a Position from an Under-Collateralised Counterparty during the Position Unwind Process;

“Under-Collateralised Counterparty” A member whose Collateral of a Margin Account is less than its Maintenance Margin Requirement for that Margin Account;

“Uptime” means any time except Downtime;

“User ID” means the password and identification criteria that are given to each Authorised Person by Crypto Facilities;

“UTC” means Coordinated Universal Time;

“Waiver” means the exemption from making public the quotes before the execution of a transaction;

“Zero Collateral Price” means the Mark Price of one or more Eligible Instruments at which a Margin Account exhausts its Collateral.

- 2.2 A reference to a statute or statutory provision, or any Applicable Law is a reference to it as it may be amended, extended or re-enacted from time to time.
- 2.3 Unless the context requires otherwise, words in the singular shall include the plural and in the plural shall include the singular.
- 2.4 The contents page, paragraph headings and subheadings in the Rulebook are for ease of reference and do not affect the meaning of the Rulebook.
- 2.5 References to a Rule refer to the corresponding section of the Rulebook and include a reference to the section in which the Rule is found and the number that the Rule is given within the relevant section.

3. OVERVIEW

- 3.1 The Rulebook is supplemental to the Member Agreement which you entered into when you first became a Member and were given access to the Platform. The terms and conditions which apply to you under the Member Agreement shall continue to apply to you, and where there is any conflict between the Member Agreement and the Rulebook, the terms and conditions in the Rulebook shall prevail.
- 3.2 Crypto Facilities is authorised by the FCA to operate a multilateral trading facility, CRYP, which allows Members to trade Eligible Instruments subject to the Rules.
- 3.3 Collateral is provided in either Cryptocurrency or legal tender currency, and Profit & Loss is calculated and settled in Cryptocurrency or legal tender currency. Your Cryptocurrency and/or legal tender currency balance held in a Margin Account is used as Collateral for your Position in that Margin Account.
- 3.4 You agree that you shall meet the Maintenance Margin Requirement of your Position on an ongoing basis.
- 3.5 You agree that if you do not meet the Maintenance Margin Requirement of your Position on an ongoing basis, Crypto Facilities may initiate the Equity Protection Process to close out your Position and that Crypto Facilities shall not be liable for any losses or foregone profits that you suffer as a result thereof.
- 3.6 You agree that you may be selected as an Unwind Counterparty when an Equity Protection Process has been initiated on another Members as described in Rule 14.5 and that Crypto Facilities shall not be liable for any losses or foregone profits that you might suffer as a result of any of your Positions being unwound as a result of the Equity Protection Process.
- 3.7 The Rulebook governs access to CRYP and is made available to the public via the Platform.
- 3.8 In particular, the Rulebook establishes:
 - 3.8.1 Transparent rules and procedures for fair and orderly trading on CRYP;
 - 3.8.2 Objective criteria for the efficient execution of Orders on CRYP which are established and implemented based on non-discretionary rules; and
 - 3.8.3 Transparent rules regarding the criteria for determining which financial instruments may be traded on CRYP.
- 3.9 The Rulebook is supplemental to the Member Agreement entered into by each Member. Each Member's access to and use of CRYP shall be governed by the Rules. If there is any inconsistency or disagreement between the Member Agreement and the Rulebook or any other part of the Rules, including any publicised electronically or through the Platform, then the Rulebook shall prevail.

PART I: MEMBERS

4. MEMBER ELIGIBILITY CRITERIA

- 4.1 In order to trade on CRYP, you must apply to become a Member of CRYP.
- 4.2 Crypto Facilities shall only consider your application for admission as a Member of CRYP if:
- 4.2.1 You are a natural person (i.e. an individual) and:
- (a) You are resident in the United Kingdom or in a jurisdiction in which Crypto Facilities is permitted to carry on border business or resident in a jurisdiction which does not prohibit the provision of cross-border services by Crypto Facilities;
 - (b) You are not resident in a jurisdiction in which Crypto Facilities, in its sole discretion, elects not to conduct business in; and
 - (c) You are a person who:
 - (i) Demonstrates to the satisfaction of Crypto Facilities that you are of sufficiently good repute;
 - (ii) Demonstrates to the satisfaction of Crypto Facilities that you have a sufficient level of trading ability and competence;
 - (iii) Demonstrates to the satisfaction of Crypto Facilities that you have adequate organisational arrangements and sufficient financial resources to perform your intended role on CRYP; and
 - (iv) Does not appear on the Crypto Facilities' Persons of Significant Influence Register and meets any other eligibility criteria in relation to participation on a multilateral trading facility under Applicable Law,
- together, the "Individual Member Eligibility Criteria";
- 4.2.2 You are a corporate entity that:
- (a) Is incorporated or established in a jurisdiction outside of the EEA and in which Crypto Facilities is permitted to carry on cross border business, or incorporated or established in a jurisdiction outside of the EEA and which does not prohibit the provision of cross-border services by Crypto Facilities; and
 - (b) Meets the conditions in Rule 4.2.1(b) and Rule 4.2.1(c),
- together the "Corporate Member Eligibility Criteria";
- 4.2.3 You are a corporate entity that:

- (a) Is incorporated or established in a jurisdiction within the EEA and in which Crypto Facilities is permitted to carry on border business, or incorporated or established in a jurisdiction within the EEA and which does not prohibit the provision of cross-border services by Crypto Facilities;
 - (b) Is authorised and regulated as an investment firm under MiFID II by the appropriate regulatory authority in the jurisdictions you operate in such as the FCA; and
 - (c) Meets the conditions in Rule 4.2.1(b) and Rule 4.2.1(c), together the “Investment Firm Member Eligibility Criteria”;
- 4.2.4 You are a corporate entity that:
- (a) Is authorised and regulated as a broker of financial instruments by the appropriate regulatory authority in the jurisdictions you operate in, as applicable; and
 - (b) Meets the conditions in Rule 4.2.2(a) or 4.2.3(a), Rule 4.2.1(b) and Rule 4.2.1(c);
- together, the “Broker Eligibility Criteria”.

5. MEMBER ADMISSION CRITERIA

- 5.1 In order to become a Member, in addition to satisfying the Member Eligibility Criteria, you must also satisfy the following conditions:
- 5.1.1 You must have passed any relevant know your Member checks, sanctions and anti-money laundering checks as required by Crypto Facilities' anti money laundering and know your Member policies and procedures from time to time;
 - 5.1.2 You must have agreed and entered into the Member Agreement;
 - 5.1.3 You must have provided on-boarding documentation, along with any other additional information which Crypto Facilities may reasonably require in order to assess whether you meet the Member Eligibility Criteria or any of the other criteria in this Rule 5; and
 - 5.1.4 You must have acknowledged that you have read, understood and agree to be bound by the Rules,
- together, the “Admission Criteria”.
- 5.2 Where you are applying to become a Member, you may also be required to provide us with additional information, which we shall use to carry out necessary transaction reporting as required under Applicable Law.
- 5.3 Where you are applying to become a Corporate Member or a Broker Member, you may be required to provide us with your Legal Entity Identifier (LEI), so that we may

carry out transaction reporting on your activities in accordance with Applicable Law.

- 5.4 When you are applying to become an Investment Firm Member, you shall be required to provide us with your regulatory registration or authorisation identifier issued to you by the appropriate regulatory authority for the jurisdiction you conduct business in.
- 5.5 When you are applying to become a Broker Member or Market Maker, you shall be required to provide us with your regulatory registration or authorisation identifier issued to you by the appropriate regulatory authority for the jurisdiction you conduct business in, unless you are exempt.
- 5.6 Once Crypto Facilities has received all relevant documentation and information from you, Crypto Facilities shall decide whether to admit you as a Member of CRYP.
- 5.7 Crypto Facilities' decision whether to admit you as a Member shall be done fairly and in a non-discriminatory manner. However Crypto Facilities shall always have the discretion to reject your application if:
 - 5.7.1 You do not meet the Admission Criteria;
 - 5.7.2 You do not meet the Member Eligibility Criteria; or
 - 5.7.3 Crypto Facilities determines, in its sole discretion, that accepting you as a Member would be inconsistent with the obligation of Crypto Facilities to maintain a fair and orderly market or would lead to a breach of any Applicable Law or relevant regulation.
- 5.8 You shall be notified of Crypto Facilities' decision whether or not to admit you as a Member by email or by way of a notification provided to you via CRYP or the Platform.

6. BROKER MEMBERS

- 6.1 Brokers are permitted to trade on CRYP, subject to additional monitoring as set out in the Brokers Member Agreement.
- 6.2 As a Broker:
 - 6.2.1 You assume full liability of Instructions and actions taken on behalf of your clients; and
 - 6.2.2 You confirm that you have entered into the appropriate client agreements in relation to your underlying requirements to ensure compliance with Applicable Law.

7. MARKET MAKER MEMBERS

- 7.1 Any Member undertaking a market making strategy must enter an agreement with CRYP outlining the obligations and incentives associated with this function.

- 7.2 A Member shall be classified as Market Maker if the Member:
- 7.2.1 Posts firm, simultaneous two-way bid and ask Orders that exhibit:
- (a) Comparable size, meaning that the cumulative size of all bid Orders of the Member in any one Eligible Instrument shall deviate by no more than 50% from the cumulative size of all ask Orders of the Member in the same Eligible Instrument; and
 - (b) Competitive price, meaning that the price of the lowest ask Order of the Member in any one Eligible Instrument shall not be more than 200 BPs higher than the highest bid Order of the Member in the same Eligible Instrument.
- 7.2.2 Has done so for at least 50% of the Uptime during the previous 30 calendar days or has indicated its intention to Crypto Facilities to do so for at least 50% of the Uptime during the next 30 calendar days; and
- 7.2.3 Deals on own account,
- together, the "Market Maker Requirements".
- 7.3 Crypto Facilities shall monitor the performance of Market Makers on an ongoing basis and provide regular reports to Market Makers of the same.
- 7.4 Enquiries to become a Market Maker shall be made to support@cryptofacilities.com.

8. COMPETENCE, AUTHORITY AND WITHDRAWAL OF AUTHORISED PERSONS

- 8.1 Corporate Members and Broker Members must inform Crypto Facilities of the Authorised Persons that are permitted to act on their behalf from time to time.
- 8.2 Crypto Facilities reserves the right to request proof of an Authorised Person's authorisation at any time and may delay performance of any action, including entering into or closing a Position, until such proof is received and considered by Crypto Facilities.
- 8.3 Corporate Members and Broker Members are responsible for ensuring that their Authorised Persons:
- 8.3.1 Have sufficient authority;
 - 8.3.2 Are of sufficiently good repute;
 - 8.3.3 Have sufficient knowledge and understanding of their responsibilities under the Rules and Applicable Law at all times; and
 - 8.3.4 Have a sufficient knowledge, understanding and experience in respect to financial markets and trading.
- 8.4 Corporate Members and Broker Members may withdraw the designation of an Authorised Person by notifying us in writing through support@cryptofacilities.com.

- 8.5 Corporate Members and Broker Members must withdraw the designation of an Authorised Person immediately in the event that the relevant person is no longer employed or authorised.

9. MEMBER RESIGNATION

- 9.1 You may resign from your status as a Member of CRYP by giving notice to Crypto Facilities in writing and providing such information as we may reasonably require.
- 9.2 With the exception of any Rule in the Rulebook which is stated to survive the termination of membership, a Rule continues to apply to you until:
- 9.2.1 All of your outstanding Orders have resulted in Transactions, or have been cancelled;
 - 9.2.2 All of your Positions have been closed;
 - 9.2.3 All of your outstanding obligations with respect to any Transactions have been fulfilled; and
 - 9.2.4 You have ceased using or accessing CRYP, returned any property belonging to us and destroyed or securely deleted any confidential information relating to us and/or CRYP. If we require you to do so, you shall provide us with satisfactory evidence that these steps have been successfully completed.
- 9.3 We may in our absolute discretion refuse or reject a notice of resignation at any time before it takes effect if we consider it necessary to do so in order to safeguard the orderly operation of CRYP.
- 9.4 After you have ceased to be a Member, the Member Agreement shall continue to apply to you, unless we or you terminate it under its terms.
- 9.5 After you have ceased to be a Member you shall continue to be liable for your acts or omissions in connection with trading on CRYP that occurred at any time before you ceased to be a Member.

10. MEMBER SUSPENSION AND TERMINATION

- 10.1 Crypto Facilities may suspend or terminate your right to access and/or use CRYP if:
- 10.1.1 You resign your status as Member or your status as Member ceases for any other reason;
 - 10.1.2 You do not trade on CRYP for a period of 180 consecutive Trading Days or do not have an active open order or position for that period of time;
 - 10.1.3 You are resident in a jurisdiction in which Crypto Facilities, in its sole discretion, elects to no longer conduct business;

- 10.1.4 You behave unprofessionally or abusively towards any of Crypto Facilities' staff or contractors, or act in a way which may damage Crypto Facilities' reputation;
 - 10.1.5 You abuse any part of CRYP or the Platform, including by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or behaving in a way which may compromise or be intended to compromise any part of CRYP or the Platform;
 - 10.1.6 You breach any term of our Privacy Policy as published on the Platform from time to time;
 - 10.1.7 You are, or claim to be, an Authorised Person and Crypto Facilities has reason to doubt whether you have the required authority to carry out transactions on behalf of the relevant Member;
 - 10.1.8 Crypto Facilities becomes aware that you have made a misrepresentation to Crypto Facilities or another Member or have otherwise breached Applicable Law;
 - 10.1.9 Crypto Facilities becomes aware that you are subject to an Insolvency Event;
 - 10.1.10 Crypto Facilities deems that you have, or attempted to, engage in behaviour that, in its sole discretion, constitutes Market Abuse (see Appendix II for details);
 - 10.1.11 Crypto Facilities deems, in its sole discretion, that you no longer satisfy or have never satisfied the Member Eligibility Criteria or the Admission Criteria; or
 - 10.1.12 Crypto Facilities deems, in its sole discretion, that suspension or termination is necessary to ensure a fair and orderly market on CRYP, to uphold the integrity of CRYP, to comply with Applicable Law or comply with the request of a Regulator.
- 10.2 Crypto Facilities may also suspend a Member's right to use CRYP at the request of that Member.
- 10.3 If your status as Member of CRYP has been suspended or terminated, you shall remain subject to the Rules in respect of:
- 10.3.1 Acts and omissions that took place during the period for which you were a Member and shall comply with any request made by Crypto Facilities for information in relation to the period of your participation at any time following your suspension or termination; and
 - 10.3.2 Any outstanding obligations under the Rules until those obligations have been satisfied.
- 10.4 Where we suspend or terminate your status as a Member under this Rule 10, we shall be entitled, at our discretion, to:

- 10.4.1 Freeze any balance of Cryptocurrency and/or legal tender currency in your Account until all investigation about the reason for such suspension has been concluded or until it has been confirmed that you do not owe us or any Counterparty any amount, whichever is later;
- 10.4.2 Close any of your Positions at the current market price or keep any of your Positions open until Final Settlement.
- 10.5 Crypto Facilities shall not be liable for any losses or foregone profits that you suffer as a result thereof your status as Member of CRYP having been suspended or terminated.

PART II: MARKET MECHANICS

11. YOUR INSTRUCTIONS

- 11.1 If you trade using CRYP then any Position which you enter into is held in your name and you are the legal owner of this Position.
- 11.2 You must not execute Transactions on CRYP on behalf of any other person unless:
 - 11.2.1 You are a Broker; or
 - 11.2.2 Crypto Facilities has, at its sole discretion, allowed you to do so in accordance with certain additional requirements which apply to you in addition to the Rules.
- 11.3 You may be required to notify us of the person who you are acting for and provide any other details which we may reasonably require in order to fulfil reporting requirements or any other obligations under Applicable Law.
- 11.4 Crypto Facilities provides reasonable means to manage Positions and Orders in relation to Downtime such as the Deadman's Switch, the Downtime Notification System and the Downtime Recovery Process.
 - 11.4.1 The Deadman's Switch enables Members to activate a timer that, if there is not a re-activation within a specified time frame, causes the system to automatically cancel the Member's open Orders. This aids Members in handling loss of connectivity to CRYP.
 - 11.4.2 The Downtime Notification System is a comprehensive messaging system on CRYP which gives proactive notification of any Downtime anticipated.
 - 11.4.3 The Downtime Recovery Process is a period following Downtime during which Members may only submit Order cancellations or Orders that do not cross the Order Book.
- 11.5 If you have submitted an Order on CRYP, any execution that occurs through CRYP in relation to that Order, with or without your manual intervention, involves entering into a Position. If you wish to close a Position you can offer to enter into the reverse Transaction as set out in Rule 14.3.4.

- 11.6 Crypto Facilities, at its full discretion, may cancel or negate any instructions provided by you to the system.
- 11.7 Crypto Facilities, in its sole discretion, may reverse any Transactions or cancel any Instructions where it deems it necessary to ensure a fair and orderly market on CRYP and to uphold market integrity or to comply with Applicable Law or if so required by a Regulator.

12. HOURS OF OPERATION

- 12.1 With the exception of any Non-Trading Day and any scheduled or unscheduled Downtime, CRYP is in operation 24 hours a day, 7 days a week each day of the year.
- 12.2 CRYP shall employ reasonable efforts to notify Members in advance of any Non-Trading Day and scheduled Downtime.
- 12.3 Crypto Facilities may reduce trading hours permanently or for a period of time, in relation to any one or all of the Eligible Instruments and shall notify Members of any such reduction.
- 12.4 Crypto Facilities may suspend access to CRYP at any time and without Notice in order to carry out system maintenance or for other reasons such as maintaining an orderly market.

13. CLOCK SYNCHRONISATION

- 13.1 Unless otherwise noted, CRYP ensures that the business clocks that it uses on all system logs and any other reportable events are timestamped with UTC.
- 13.2 Accuracy of the timestamp data is reinforced by regular synchronisation on Network Time Protocol (NTP).

14. TRADING

- 14.1 If your Account has been opened and activated and you hold sufficient Collateral in your Account, you shall be able to trade Eligible Instruments with other Members on CRYP.
- 14.2 To execute a Transaction on CRYP, you must submit an Order to CRYP. Once you have submitted an Order, it shall be attempted to be matched according to the Order Matching Process with another Member of CRYP.
- 14.3 Your Counterparty:
 - 14.3.1 If your Order is successfully matched with another Member, then this Member becomes your Counterparty in that Transaction.
 - 14.3.2 Crypto Facilities does not serve as Counterparty in any Transaction occurring on CRYP.

- 14.3.3 Crypto Facilities matches all Members anonymously and does not provide any Member with information about their Counterparty.
- 14.3.4 You can close out a Position by offering to enter into the reverse Transaction on CRYP, provided that a corresponding Counterparty is found.
- 14.4 Profit & Loss, Collateral and margin requirements:
 - 14.4.1 Crypto Facilities calculates the Profit and Loss of your Position based on its Profit & Loss Model.
 - 14.4.2 Crypto Facilities chooses the specifications of the Profit & Loss Model such that it adequately represents the fair market price as expressed by the Mark Price of an Eligible Instrument.
 - 14.4.3 Together, i) the Cryptocurrency and/or legal tender currency you have deposited into a given Margin Account, ii) your realised profit or loss from past Transactions conducted through that Margin Account that have not been removed from the Margin Account and iii) the Profit & Loss from your Position in that Margin Account represent the collateral you have available to cover potential future losses from your Position and open Orders in that Margin Account (“Collateral”).
 - 14.4.4 In order to open a Position or to submit an Order that may increase an existing Position, your Collateral must exceed or match your Initial Margin Requirement.
 - 14.4.5 If your collateral falls below your Initial Margin Requirement, any Open Orders that would increase your Position will be cancelled.
 - 14.4.6 In order to maintain an existing Position, your Collateral must exceed or match your Maintenance Margin Requirement at all times.
 - 14.4.7 It is your responsibility to constantly monitor your Collateral and to assure that it is equal to or higher than your Maintenance Margin Requirement, for instance by allocating additional Collateral to the Margin Account or closing out part or all of your Position.
 - 14.4.8 If your Collateral in a Margin Account falls below your Maintenance Margin Requirement for that Margin Account, Crypto Facilities initiates the Equity Protection Process to close out your Position in that Margin Account.
- 14.5 The Equity Protection Process:
 - 14.5.1 The Equity Protection Process assures that your loss is limited to your Collateral when trading on CRYP.
 - 14.5.2 Once initiated, the Equity Protection Process performs the following actions in relation to the Margin Account for which it has been triggered, and you consent to allow Crypto Facilities to undertake these actions on your behalf without any further consent or approval:

- (a) Cancel your open Orders;
- (b) Liquidate some or all of your Position according to the Position Liquidation Process;
- (c) If applicable, assign any remaining position according to the Position Assignment Process; and
- (d) If applicable, unwind any remaining position according to the Position Unwind Process.

14.5.3 Positions are liquidated as follows:

- (a) An immediate-or-cancel Order with a limit price equal to the Zero Collateral Price of the Margin Account is placed in the Order Book. This Order is filled at the best available price(s) at the time the Position Liquidation Process was initiated and may or may not completely liquidate your Position, depending on the Orders of other Members sitting in the Order Book at that time.
- (b) Any Collateral that remains after the Position Liquidation Process is returned to your Margin Account.

together, the "Position Liquidation Process".

14.5.4 Positions are assigned as follows:

- (a) If the Position Liquidation Process does not result in a complete liquidation of your Position, any surviving Position will immediately undergo the Position Assignment Process.
- (b) Crypto Facilities attempts to assign some or all of your surviving Position to Assignment Counterparty(s) at the Zero Collateral Price.
- (c) By definition, any such assignment does not result in the return of any further Collateral to your Margin Account. Instead, such Collateral is transferred to the Member(s) acting as Assignment Counterparty(s).

together, the "Position Assignment Process".

14.5.5 Positions are unwound as follows:

- (a) If the Position Assignment Process does not result in a complete assignment of your surviving Position, any surviving Position is immediately taken over by the Position Unwind Process.
- (b) Your surviving Position is then unwound at the Zero Collateral Price by cancelling out open interest of the same size with Unwind Counterparty(s) that are selected according to the Unwind Counterparty Selection Process.
- (c) By definition, any such unwind does not result in the return of any further Collateral to your Margin Account. Instead, such

Collateral is transferred to the Member(s) acting as your Unwind Counterparty(s).

together, the "Position Unwind Process".

14.5.6 Unwind Counterparty(s) are selected as follows:

- (a) Any Positions of any Member in the Eligible Instrument that have the opposite direction of the Position that undergoes the Position Unwind Process are sorted by Degree of Collateralization; and
- (b) Starting with the Position with the lowest Degree of Collateralization, all Members that hold any such Position up to the point where the cumulative size of all such Positions is equal to or greater than the size of the Position that undergoes the Position Unwind Process are selected as Unwind Counterparty(s),
- (c) If some or all of your Position is selected in the Unwind Counterparty Selection Process, you agree to allow Crypto Facilities to unwind your Position as described in Rule 14.5.5(b) and accept the resulting Collateral as described in Rule 14.5.5(c)

together the "Unwind Counterparty Selection Process".

14.5.7 You consent that your Position could be subject to the Unwind Counterparty Selection Process at any time, and you will not hold Crypto Facilities liable for any losses or foregone profits that you may suffer as a result of Crypto Facilities executing the Equity Protection Process.

14.5.8 The Position Unwind Process results in a reduction in open interest and an increase in the total Degree of Collateralization of all open Positions in the Eligible Instrument that undergoes a Position Unwind Process.

14.5.9 The rules and procedures Crypto Facilities applies regarding the determination of Profit & Loss, Collateral, Initial Margin Requirement, Maintenance Margin Requirement, Position Liquidation Process, Position Assignment Process, Position Unwind Process and Unwind Counterparty Selection Process are identical for all Members.

15. MARGIN REQUIREMENTS

15.1 In order to enter into a Position relating to an Eligible Instrument that requires Collateral, an Account must hold sufficient Collateral to meet the Initial Margin Requirement for that Position.

15.2 Once a Member has established a Position, the Member must retain sufficient funds in their Account to meet the Maintenance Margin Requirement for that Position.

- 15.3 Initial Margin Requirement and Maintenance Margin Requirement parameters are published on the Platform from time to time. Members are responsible for ensuring that they are aware of the prevailing margin parameters at any time.

16. PRE TRADE INFORMATION, POST TRADE CONFIRMATION, CLEARING AND SETTLEMENT

16.1 Pre Trade Information

16.1.1 Prior to initiating a Transaction, Members may review relevant information relating to an Eligible Instrument through the API, the GUI and the Website including, but not limited to, the Eligible Instrument's:

- (a) Contract specifications;
- (b) Current Order Book, i.e. the collection of unmatched bid and ask Orders at which the Member could transact;
- (c) Recent Transactions; and
- (d) Recent Transaction volume.

16.1.2 Under certain conditions, certain pre-trade information in relation to an Eligible Instrument might remain undisclosed, provided the trading venue has been granted a Waiver by the relevant Regulator. Information in relation to any Waivers shall be made available to Members on the Platform.

16.2 Post Trade Confirmation

16.2.1 Following a Transaction, Members will be notified immediately of the details of that Transaction including:

- (a) The Eligible Instrument that was transacted;
- (b) The quantities that were transacted;
- (c) The prices at which these quantities were transacted; and
- (d) The UTC timestamps at which these quantities were transacted.

16.3 Clearing

16.3.1 Before you are able to enter into a Transaction on CRYP, you are required to post Collateral in relation to any Position that requires Collateral. If a Position results in a financial loss, this Collateral is appropriated to cover that loss.

16.4 Settlement

16.4.1 Crypto Facilities initiates the Settlement Process in response to:

- (a) Any Transaction occurring that results in the closing out of some or all of your Position, whether as a result of a Transaction that occurred according to the Order Matching Process, the Position

Liquidation Process, the Position Assignment Process or the Position Unwind Process (“Close Out Transaction”); or

- (b) A Position being held to Final Settlement (“Settlement Transaction”).

16.4.2 Crypto Facilities settles Positions by:

- (a) Calculating the Profit & Loss of a Close Out Transaction based on the prices at which the Position being closed out was opened and closed, the size of that Position and the contract specifications of the Eligible Instrument in which the Position was held;
- (b) Adding the profit to or deducting the loss from, as the case may be, the Collateral allocated to the Margin Account in which the Position resided;
- (c) Performing the steps described in Rule 16.4.2(a) and Rule 16.4.2(b) immediately after a Close Out Transaction or Settlement Transaction has occurred,

together the “Settlement Process”.

16.4.3 Crypto Facilities shall not be a party to or be responsible or liable to you or another Member under or in connection with the settlement of any Position.

16.4.4 You shall notify Crypto Facilities promptly upon becoming aware of a failure by you or any other Member to settle any Transaction in accordance with Applicable Law, the Rules, and/or good settlement practice, as the case may be.

17. FEES

17.1 The fee schedule for Transactions in the Eligible Instruments is published on the Platform and may be amended from time to time.

17.2 We may charge a fee for:

17.2.1 Any Orders that are Successfully matched and therefore result in a Transaction;

17.2.2 Any Transaction that occurs in relation to Final Settlement;

17.2.3 Any Transaction that occurs in relation to the Position Liquidation Process;

17.2.4 Any Transaction that occurs in relation to the Position Assignment Process;
or

17.2.5 Any Transaction that occurs in relation to the Position Unwind Process.

17.3 This fee is charged in either Cryptocurrency and/or legal tender currency and is calculated as a percentage of the matched notional amount of each Transaction.

- 17.4 The fee percentage may depend on a number of factors, including on whether your Order is Liquidity Taking or Liquidity Providing.
- 17.5 The fee percentage may vary from Member to Member based upon:
 - 17.5.1 Whether a Member is a Market Maker or not;
 - 17.5.2 The historical trading volume generated by a Member; and
 - 17.5.3 The type of Member.

PART III – MARKET INTEGRITY

18. INSTRUMENT ELIGIBILITY CRITERIA

- 18.1 Crypto Facilities determines and periodically reviews the Eligible Instruments which are traded on CRYP.
- 18.2 The decision whether or not to admit an Eligible Instruments for trading on CRYP is at the sole discretion of Crypto Facilities.
- 18.3 CRYP facilitates trading only in the specific Eligible Instruments admitted to trading on CRYP.
- 18.4 The type and nature of financial instruments capable of admission to trading on CRYP includes, but is not limited to the following:
 - 18.4.1 Futures relating to the price of Cryptocurrencies; and
 - 18.4.2 Any other category of instrument determined and notified to you by Crypto Facilities from time to time,together, the “Eligible Instruments”.
- 18.5 All Eligible Instruments that are admitted to trading on CRYP shall be searchable on the CRYP search facility available via the Platform.
- 18.6 Crypto Facilities may indefinitely suspend or remove a particular Eligible Instrument from trading on CRYP if Crypto Facilities deems it necessary to do so in order to maintain a fair and orderly market on CRYP, to comply with Applicable Law or in response to a request from a Regulator, or for any other reason at its discretion. Where an Eligible Instrument is suspended from trading, Members are notified of this suspension via the Platform. Any Member that is party to a transaction in relation to such an Eligible Instrument is notified directly.

19. SUSPENSION OF TRADING

- 19.1 Crypto Facilities may, in its sole discretion, suspend trading in any one or all of the Eligible Instruments traded on CRYP in response to system disruptions, disorderly market conditions, network issues, hosting and cloud computing issues, database errors, software errors, adverse market events, excessive volatility or excessive price moves when it deems that not suspending trading would likely cause significant damage to the interests of Members or the orderly functioning of CRYP.

19.2 Upon suspension of trading, CRYP shall inform the Regulator of such suspension.

20. ALGORITHMIC TRADING

20.1 Before engaging in Algorithmic Trading on CRYP, Members must obtain Crypto Facilities' prior written consent.

20.2 Before engaging in Algorithmic Trading on CRYP and upon request of Crypto Facilities, Members must:

20.2.1 Test conformance of its Algorithmic Trading system with the systems of CRYP;

20.2.2 Warrant that:

(a) It has in place effective systems and risk controls to ensure that its trading systems:

(i) Are resilient and have sufficient capacity;

(ii) Abide by applicable Position limits and Order submissions limits;

(iii) Will not send erroneous Orders that otherwise contribute to a disorderly market; and

(iv) Cannot be used for any purpose that is contrary to Applicable Law or to the Rules.

(b) It has in place effective business continuity arrangements to deal with any failure of its trading systems;

(c) Its systems are fully tested and properly monitored to ensure that they meet the requirements in this section;

(d) Its trading algorithms are compliant with Applicable Law;

(e) It properly carries out required pre-trade controls on Order entry for all Eligible Instruments; and

(f) It keeps suitable records in relation to all requirements outlined in this section for 5 years.

20.3 A Member deploying Algorithmic Trading must obtain a unique identifier from Crypto Facilities ("Algorithmic Trading ID") for its Algorithmic Trading system and must ensure that any Instruction generated by it is identified by that Algorithmic Trading ID.

20.4 It is permissible for a Member to deploy software which utilises API Keys to facilitate manual trading through an alternative application ("Aggregator"), and this does not constitute Algorithmic Trading. In this case, the following criteria must be met:

20.4.1 Members accept all liability from use of an Aggregator and that the use of any such software is at the risk of Members.

- 20.4.2 Any software developer who creates an Aggregator that integrates Crypto Facilities must provide the option for a Member to specify that the Instructions are being sent by a person.
- 20.4.3 Any Member utilising such an Aggregator must specify that instructions are executed with human intervention.

21. PROHIBITED TRADING PRACTISES AND MARKET ABUSE

- 21.1 You are responsible for ensuring that your activities on CRYP are lawful. In particular, your activities must not constitute Market Abuse under MAR, which prohibits certain activities. Market abuse under MAR is a civil offence. It is your own responsibility to ensure that your actions do not amount to Market Abuse under MAR, however Appendix II contains a summary of some activities that are prohibited.
- 21.2 It is your responsibility to ensure that your activities on CRYP never constitute criminal behaviour including but not limited to insider dealing, fraud, false or misleading statements and impressions.

22. MARKET ABUSE MONITORING

- 22.1 CRYP employs proprietary and third party software applications and experts to monitor the Instructions received by CRYP and the Transactions resulting of the same.
- 22.2 If a Member engages in Market Abuse or prohibited trading practices, the membership of that Member is terminated in accordance with Rule 10.1.10. Crypto Facilities will report the behaviour constituting Market Abuse to the relevant Regulator and law enforcement authorities including but not limited to the FCA.

23. DISCIPLINARY SANCTIONS

- 23.1 Crypto Facilities may take disciplinary action against you in circumstances including but not limited to:
 - 23.1.1 Your breaching of the Rules;
 - 23.1.2 Your engaging in conduct that contributes to disorderly trading or any other conduct which may amount to Market Abuse; or
 - 23.1.3 Where you are party to a Suspicious Transaction.
- 23.2 Crypto Facilities may take any action that it deems necessary or appropriate in the circumstances in order to preserve a fair and orderly market and the integrity of CRYP, including but not limited to:
 - 23.2.1 Cancellation of all and any outstanding Instructions;

- 23.2.2 If required in accordance with Applicable Law, reporting any circumstances concerning your conduct on CRYP to the Regulator;
 - 23.2.3 Suspending or terminating your right to use or access CRYP; or
 - 23.2.4 Issuing you with a written warning or private censure.
- 23.3 You may appeal a decision made by Crypto Facilities under this Rule 23 giving your reasons for appeal and any information relevant to the appeal. Any appeal must be made in writing, provide sufficient particulars of the basis for the appeal and be submitted to Crypto Facilities within 10 business days of receiving Notice from Crypto Facilities of its decision under this Rule 23.
- 23.4 Crypto Facilities shall consider your appeal and shall notify you of its decision within 10 business days of reaching a decision. The decision of Crypto Facilities shall be final.
- 23.5 Crypto Facilities shall not be liable for any losses or foregone profits that you suffer as a result of a decision to impose, or not to impose, any disciplinary action.

PART IV – COMMUNICATIONS, DATA AND REPORTING

24. COMMUNICATIONS

- 24.1 Crypto Facilities and other Members are entitled to rely on any Instruction that CRYP or the Platform records as having been given or made by you, or on your behalf by one of your Authorised Persons. You agree to be bound by any obligations arising from those Instructions, including any Transaction entered into.
- 24.2 All Instructions are transmitted at your own risk and in such manner as may be specified by Crypto Facilities. Crypto Facilities is not liable for any loss suffered as a result of any Instruction not being received or being received incorrectly by Crypto Facilities or CRYP or any Instruction not being acted upon or being acted upon incorrectly by Crypto Facilities or CRYP.

25. TRANSACTION REPORTING

- 25.1 Each Member is responsible for any disclosure, reporting and/or filing requirements that may arise for such Member under Applicable Law in connection with the Members activities on CRYP.
- 25.2 Crypto Facilities is authorised to undertake reporting of transactions conducted on CRYP on behalf of a Member, where CRYP is required to do so by Applicable Law.
- 25.3 Each Member must provide any information requested by Crypto Facilities that is necessary such that Crypto Facilities can undertake its reporting obligations before they can begin trading.

26. RECORDKEEPING OF INSTRUCTIONS, TRANSACTIONS, AND INQUIRIES

26.1 Crypto Facilities may record and retain telephone conversations and electronic correspondence between Crypto Facilities and Members that takes place over CRYPT or through the Platform. You are deemed to consent to such recordings and retention. Such recordings shall be and shall remain the sole property of Crypto Facilities.

27. DATA PROTECTION

27.1 Any data about you, including any personal data which we hold and process as a result of the Rules shall be protected and dealt with in accordance with our Privacy Policy as updated on the Platform from time to time.

27.2 Crypto Facilities fully complies with Applicable Law and regulations regarding data privacy and information security, including, but not limited to, the General Data Protection Regulation.

PART V – OTHER

28. CUSTODY OF MEMBER FUNDS

28.1 Legal tender currency deposited by Members is stored in accordance with the FCA Rules, including CASS 7 and all applicable subsections. In particular:

28.1.1 Funds are stored either in bank accounts in the Member's name or in a bank account that is segregated from Crypto Facilities' own assets.

28.1.2 Continuous internal reconciliations are conducted in accordance with CASS 7.16.

28.1.3 Daily synchronisations of currency balances are conducted to externally reconcile in accordance with CASS 7.15.

28.2 Cryptocurrency under UK law is not 'money' nor a Specified Investment. Therefore, your cryptocurrency deposits will not be deemed Client Money nor are you covered by the Financial Services Compensation Scheme.

28.3 Your Cryptocurrency balance will be held by Crypto Facilities or a Third Party appointed by Crypto Facilities as described on the Website.

28.4 CRYPT retains the right to withhold crediting of legal tender currency and cryptocurrency deposits indefinitely when required to do so under Applicable Law and instructed to do so by a relevant Regulator or law enforcement agency.

29. YOUR OBLIGATIONS

29.1 You agree that you are required to, on an on-going basis:

- 29.1.1 Satisfy the Member Eligibility Criteria;
 - 29.1.2 Satisfy the Admission Criteria;
 - 29.1.3 Ensure that you comply at all times with the requirements of the Rules, the Member Agreement and any Notices;
 - 29.1.4 Ensure that you comply with and satisfy any requirements in relation to Crypto Facilities' anti money laundering and know your Member policies and procedures from time to time;
 - 29.1.5 Ensure any Log In Credentials provided to you or any Authorised Person relating to you by Crypto Facilities are kept confidential to such individual and not disclosed to any other person;
 - 29.1.6 If applicable, ensure that you have established appropriate organisational procedures and have systems and controls in place to supervise any of your Authorised Persons;
 - 29.1.7 Co-operate with Crypto Facilities and any Regulator in relation to any query or investigation regarding CRYP;
 - 29.1.8 Be responsible for any information that you submit to Crypto Facilities or CRYP;
 - 29.1.9 Ensure that you trade in an orderly manner, to prevent erroneous Transactions and to ensure on-going compliance with, and prevent breaches of, Applicable Law (including but not limited to laws prohibiting Market Abuse) and the Rules;
 - 29.1.10 Have the legal and regulatory capacity to enter into Transactions; and
 - 29.1.11 Procure that any Authorised Person shall operate in compliance with the Rules.
- 29.2 You must notify Crypto Facilities promptly upon becoming aware of any of the following:
- 29.2.1 If the information you have provided to Crypto Facilities in the on-boarding documentation ceases to be relevant, accurate or correct;
 - 29.2.2 Any breach of the Rules or any event, act or omission which may affect your ability to comply with the Rules or which may impair a fair and orderly market on CRYP;
 - 29.2.3 Any litigation or enforcement action which could impair your ability to comply with the Rules (where such disclosure is permitted by law or any relevant regulatory authority);
 - 29.2.4 Your being subject to any Insolvency Event;
 - 29.2.5 Any of your Log In Credentials being lost, stolen or compromised;
 - 29.2.6 If applicable, any application or notification by you to a relevant regulatory authority in respect of a direct or indirect change in ownership or control; or

29.2.7 Any other material event or matter of which Crypto Facilities might reasonably expect to be made aware.

29.3 Any notifications from you to us shall be directed to support@cryptofacilities.com.

29.4 If you appoint any Authorised Person you shall be fully liable for any acts and omissions carried out by them. Crypto Facilities shall not be liable for any losses or foregone profits that you may suffer as a result of the acts or omissions of any Authorised Person.

30. CRYPTO FACILITIES' OBLIGATIONS

30.1 Crypto Facilities shall:

30.1.1 Make CRYP available to you, subject to the provisions of the Rules, and Applicable Law; and

30.1.2 Operate CRYP in accordance with the Rules and Applicable Law.

31. INDEMNITY & EXCLUSION OF LIABILITY

31.1 The liability of Crypto Facilities in relation to CRYP is stated in the applicable membership agreement.

32. MATERIAL INTERESTS AND CONFLICTS

32.1 Crypto Facilities, including any employees, will not trade on CRYP. For more details see the Conflicts of Interest Policy.

33. COMPLAINTS

33.1 The complaints policy of Crypto Facilities is described in clause 14 of the Member Agreement.

34. VARIATION

34.1 Crypto Facilities may in its absolute discretion, and at any time, supplement, amend, or replace the Rules partially or wholly.

34.2 You shall be notified of any such change to the Rules with reasonable prior notice for any material changes. Such notification may be made by letter, e-mail or notice on CRYP or the Platform describing the relevant changes or by sending an electronic copy of the amended Rulebook (“Notice”). Crypto Facilities may make any non-material changes without prior notice.

34.3 Any such Notices shall supplement and form part of the Rules effective from the date specified in the Notice. Your continued participation on CRYP (in accordance with Rule 5) following the expiry of the notice period stated in the relevant Notice constitutes your deemed acceptance of the amendments and acknowledgement of the revised Rulebook. In the event there is no express notice period in a Notice,

the effective date of any proposed amendment shall be the date 5 business days from the date of the Notice.

35. SURVIVAL AND GOVERNING LAW

- 35.1 Without prejudice to any provisions of other documents which are expressed to survive the termination of a Member's participation on CRYP, Rule 23 (Disciplinary Sanctions), Rule 27 (Data Protection) and Rule 34 (Complaints) survive the termination of your participation on CRYP.
- 35.2 The Rulebook and all non-contractual or other obligations arising out of or in connection with it shall be governed and interpreted in accordance with the laws of England and Wales. Any dispute arising out of or in connection with the Rulebook shall be subject to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX I – CLEAR ERROR TRADE POLICY

1. DEFINITIONS

1.1 Capitalised terms in this Appendix I shall have the same meaning as given in the Rulebook unless expressly stated otherwise.

1.2 For the purposes of this Appendix I the following definitions apply:

“Cancellation or Modification Notice” has the meaning given in paragraph 3.2 of this Appendix I;

“Clear Error Trade” is a Transaction which has been executed (i) at a price that is substantially different to, or inconsistent with, the market price for that Eligible Instrument at the time of execution, and/or (ii) on terms (e.g. price or size) that would, in Crypto Facilities' reasonable view, be entered or calculated in error in the circumstances or would otherwise be detrimental to market integrity on CRYP;

“Clear Error Trade Powers” has the meaning given in paragraph 2.6 of this Appendix I;

“Member on Notice” has the meaning given in paragraph 3.2 of this Appendix I; and

“System Disruption or Malfunction” means (i) any disruption, malfunction or technical failure of CRYP or the Platform, including any electronic communications, which results in a Transaction being incorrectly processed by CRYP; or (ii) any incorrect, stale or otherwise erroneous reference data incorporated into or used by CRYP.

2. ERRONEOUS TRANSACTION PROCESS

2.1 In order to promote the integrity of CRYP, Crypto Facilities uses the Clear Error Trade Policy to address trade errors and disputes for all Transactions.

2.2 Subject to this paragraph, Crypto Facilities may conduct a review of a Transaction to determine whether such Transaction is a Clear Error Trade either:

2.2.1 At the request of a Member to a Transaction within 6 hours of the execution of a Transaction;

2.2.2 At Crypto Facilities' own discretion; and/or

2.2.3 Otherwise in accordance with Applicable Law.

2.3 Crypto Facilities may determine in its sole discretion that the circumstances of a Transaction warrant a Transaction review regardless of whether or not a review request has been submitted.

2.4 Crypto Facilities considers each Transaction review request on a case-by-case basis. In determining whether a Transaction is a Clear Error Trade, Crypto Facilities may utilise such information and consult with any relevant parties or Members that it deems appropriate, including, without limitation:

2.4.1 The review request (if applicable);

- 2.4.2 Transactions on CRYP which occurred prior to and following the alleged erroneous Transaction;
 - 2.4.3 Indicative pricing either available on CRYP or sourced from third parties;
 - 2.4.4 Crypto Facilities' in-house market knowledge and expertise;
 - 2.4.5 Any recorded communication of Transaction terms;
 - 2.4.6 Any electronic or other communication in connection with the Transaction may also be a significant consideration in determining whether such Transaction is considered Clear Error Trade or the result of a System Disruption or Malfunction; and/or
 - 2.4.7 Any other information Crypto Facilities deems to be relevant in the circumstances.
- 2.5 Crypto Facilities shall use its reasonable efforts to resolve any issue arising in connection with a Transaction review and shall promptly notify you and any other relevant Members of any final determination that it make by email to the email address you have provided to us.
- 2.6 In the event Crypto Facilities determines that the Transaction is a Clear Error Trade or is the result of a System Disruption or Malfunction, Crypto Facilities may: (i) break the Transaction; (ii) modify the terms of the Transaction (subject to the consent of the parties to the applicable Transaction); or (iii) cancel the Transaction (“Clear Error Trade Powers”).
- 2.7 If Crypto Facilities determines a Transaction should be cancelled in accordance with this Appendix I, the relevant Members and Crypto Facilities shall take such steps as may be necessary to affect such cancellation.
- 2.8 Crypto Facilities shall not be liable for any losses that you may suffer as a result of a decision to review, or not to review, a Transaction; or to use, or not to use, its Clear Error Trade Powers. Crypto Facilities reserves the right, in its sole discretion, not to declare a Transaction to be Clear Error Trade in markets too volatile or too illiquid to discern the true market level of the Eligible Instrument at the time.
- 2.9 In all circumstances, the Transaction shall remain the obligation of the relevant Members who are a party to the Transaction until Crypto Facilities notifies the Members by email that the Transaction has been adjusted or cancelled pursuant to this Appendix I.

3. REVIEW PROCESS

- 3.1 To request a review of a Transaction, a Member to the applicable Transaction must notify Crypto Facilities via email to support@cryptofacilities.com within 6 hours of execution of the Transaction. Review requests must include the following information:
- 3.1.1 Execution(s);
 - 3.1.2 Name of the relevant instrument;

- 3.1.3 Spread/Price(s);
 - 3.1.4 Side (bought or sold); and
 - 3.1.5 Factual basis for believing that the execution is either clearly erroneous or the result of a System Disruption or Malfunction, or other.
- 3.2 Upon receipt of a request from a Member to review a Transaction, Crypto Facilities shall notify, by telephone or email, the other Member(s) that acted as counterparty to the Transaction (“Member on Notice”) of the details of such request (“Cancellation or Modification Notice”).
- 3.3 The party requesting a review of a Transaction may withdraw its request via email to support@cryptofacilities.com at any time prior to the time Crypto Facilities notifies the parties to the Transaction of its final determination.
- 3.4 In the event that a trade review is initiated later than 6 hours after the trade, Crypto Facilities may nonetheless, in its discretion, attempt to get a mutually agreed upon price adjustment or trade cancellation from the counterparties to each trade.

4. VARIATION

- 4.1 Crypto Facilities reserves the right to modify this Appendix I from time to time at its sole discretion in accordance with Rule 34. Your continued use of CRYP shall constitute your acceptance of such modifications, and of Crypto Facilities’ Clear Error Trade Powers.

APPENDIX II – MARKET ABUSE GUIDANCE

1. INTRODUCTION

- 1.1 All Members of CRYP are required to ensure that their actions do not amount to Market Abuse.
- 1.2 This Appendix II sets out some guidance about the types of activities relating to CRYP which are prohibited under MAR, however in no circumstances should this Appendix II be taken to be advice to you or as giving confirmation that you may or may not be carrying on any prohibited activity on CRYP.
- 1.3 If you are in any doubt as to your position, you should seek your own legal advice.

2. INSIDER DEALING

2.1 Inside information and insider dealing

2.1.1 You must not, in relation to Eligible Instruments:

- (a) engage or attempt to engage in insider dealing;
- (b) recommend that another person engages in insider dealing or induce another person to engage in insider dealing; or
- (c) unlawfully disclose Inside Information.
- (d) “Inside Information”, in summary, means
 - (i) Information of a precise nature, which has not been made public;
 - (ii) Relating, directly or indirectly, to one or more issuers or to one or more Eligible Instruments; and
 - (iii) Which, if it were made public, would be likely to have a significant effect on the prices of those Eligible Instruments or on the price of related derivative Eligible Instruments.

2.1.2 You must not use Inside Information to:

- (a) Acquire or dispose of (including an attempt to acquire or dispose of) Eligible Instruments to which that information relates; or
- (b) Cancel or amend (including an attempt to cancel or amend) an Order concerning an Eligible Instrument to which the information relates where the Order was placed before you possessed the Inside Information.

2.1.3 Where you carry out one of the activities above when in possession of Inside Information, it shall be presumed that insider dealing took place.

2.2 Recommending another to insider deal

2.2.1 You must not, on the basis of Inside Information:

- (a) Recommend that another person acquires or disposes of Eligible Instruments to which that information relates, or induce that person to make such an acquisition or disposal; or
- (b) Recommend that another person cancels or amends an Order concerning an Eligible Instrument to which that information relates or induce that person to make such a cancellation or amendment.

2.3 Unlawful disclosure of Inside Information

2.3.1 You must not, except in the normal exercise of your employment, profession or duties disclose Inside Information to any other person.

2.3.2 The onward disclosure of any recommendation/inducement received by a person (in breach of insider dealing rules) shall be considered an unlawful disclosure of Inside Information where the person onward disclosing it knows or ought to know that it was based on Inside Information.

2.4 Legitimate Behaviour

2.4.1 There are certain circumstances where the mere possession of Inside Information shall not be deemed to indicate that you used such information to engage in insider dealing, but these circumstances are limited. The following are examples of legitimate behaviour, that shall not be seen as insider dealing:

- (a) Where a person in possession of Inside Information is authorised to execute the Order on behalf of third parties and the acquisition/disposal of Eligible Instruments to which that Order relates, is made to carry out such an Order legitimately in the normal course of the exercise of that person's employment, profession or duties; or
- (b) Where a person in possession of Inside Information conducts a transaction to acquire or dispose of Eligible Instruments and that transaction is carried out in the discharge of an obligation that has become due in good faith and not to circumvent the prohibition against insider dealing and always provided:
 - (i) That obligation results from an Order placed, or an agreement concluded, before the person concerned possessed Inside Information; or
 - (ii) That transaction is carried out to satisfy a legal or regulatory obligation that arose before the person concerned possessed Inside Information.

3. OFFENSE OF MARKET MANIPULATION

3.1 You must not engage or attempt to engage in the market manipulation of Eligible Instruments.

3.2 Non-exhaustive examples of prohibited activities

3.2.1 Entering into a transaction, placing an Order to trade or any other behaviour which:

- (a) Gives, or is likely to give, false or misleading signals as to the supply of, demand for, or price of, the instrument in question; or
- (b) Secures, or is likely to secure, the price of one or several instruments at an abnormal or artificial level

unless you can establish that such actions have been carried out for legitimate reasons and conform with an accepted market practice.

3.2.2 Entering into a transaction, placing an Order to trade or any other activity or behaviour which affects or is likely to affect the price of one or more instruments in question, which employs a fictitious device or any other form of deception or contrivance.

3.2.3 Disseminating information which gives, or is likely to give, false or misleading signals as to the supply of, demand for, or price of the instrument in question or is likely to secure its price at an abnormal or artificial level, including the dissemination of rumours, where you knew, or ought to have known, that the information was false or misleading.

3.2.4 Engaging in any course of conduct which creates a false or misleading impression as to the market in or the price or value of any relevant investment such as Contracts trading on the Exchange.

3.2.5 Originating or circulating rumours of a sensational nature which have not already been widely circulated in the market, where there is no legitimate reason for doing so.

3.2.6 Making a false or misleading statement or concealing facts with the intention of inducing, or being reckless as to whether making the statement or concealing the facts may induce another person (whether or not the person to whom the statement was made) to:

- (a) Enter into or offer to enter into, or to refrain from entering or offering to enter into, a relevant agreement relating to Eligible Instruments; or
- (b) To exercise, or refrain from exercising, any rights conferred by a relevant investment in Eligible Instruments.

3.2.7 Placing Orders which you do not desire to be actually filled.

3.2.8 Intentionally transacting between accounts with the same ultimate beneficial owner.

3.2.9 Transacting with the objective of unduly influencing prices.

3.3 Accepted market practices

3.3.1 The prohibition of market manipulation shall not apply where the acts/omissions have been carried out for legitimate reasons and in conformity with an accepted market practice established by the competent authority in the relevant EU member state.