



EDX Markets LLC
Marketplace Rules

Version 8 – October 15, 2025

TABLE OF CONTENTS

CHAPTER 1. DEFINITIONS	1
Rule 1.1. Definitions.....	1
CHAPTER 2. MEMBERS OF THE MARKETPLACE.....	4
Rule 2.1. Member Eligibility	4
Rule 2.2. Restrictions	4
Rule 2.3. Retail Member Eligibility.....	5
CHAPTER 3. TRADING RULES.....	8
Rule 3.1. Hours of Trading and Trading Days; Opening Process	8
Rule 3.2. Tokens Eligible for Trading	9
Rule 3.3. Access	9
Rule 3.4. Definitions and Order Modifiers	9
Rule 3.5. Order Types.....	11
Rule 3.6. Priority of Orders	12
Rule 3.7. Order Execution	13
Rule 3.8. Finality of Trades	15
Rule 3.9. Risk Settings.....	15
Rule 3.10. Anonymity.....	16
Rule 3.11. Data Products	16
Rule 3.12. Clearing & Settlement.....	16
CHAPTER 4. TRADING PRACTICE RULES.....	18
Rule 4.1. Violations Prohibited.....	18
Rule 4.2. Use of Fraudulent Devices	18
Rule 4.3. Publication of Transactions and Quotations.....	18
Rule 4.4. Market Manipulation is Prohibited	18
Rule 4.5 Standards of Commercial Honor and Principles of Trade	18
CHAPTER 5. SUPERVISION.....	19
Rule 5.1. Written Procedures	19
Rule 5.2. Obligation to Disclose.....	19
Rule 5.3. Responsibility of Members	19
Rule 5.5. Records and Furnishing of Records to Marketplace	19
Rule 5.6. Review of Activities.....	19
Rule 5.7. Anti-Money Laundering Compliance Program.....	20
Rule 5.8. Sanctions Compliance Program	20

CHAPTER 1. DEFINITIONS

Rule 1.1. Definitions

Unless the context otherwise requires, terms used in these Marketplace Rules shall have the meaning set forth below or within the User Agreement. In the event of a conflict, the definition set forth in these Marketplace Rules shall apply.

(a) Authorized Trader

The term “Authorized Trader” or “AT” shall mean a Person who may submit Orders (or who supervises a routing engine that may automatically submit Orders) to the Marketplace’s trading facilities on behalf of his or her Member. Members are required to implement systems and controls to prevent Persons who are not Authorized Traders from submitting Orders to the Marketplace.

(b) Clearinghouse

The term “Clearinghouse” shall mean the platform operated by EDX Markets LLC for the clearing and settlement of transactions executed on the Marketplace.

(c) Clearing Authorization Letter

The term “Clearing Authorization Letter” shall mean a letter submitted to the Marketplace by a Clearing Member which provides instructions to the Marketplace and identifies a Marketplace Member for which such Clearing Member agrees to accept financial responsibility for the Member’s transactions and clear and settle them through the Clearinghouse in accordance with the terms of the Clearing Authorization Letter. The Marketplace has the right, in its sole discretion, to reject a Clearing Authorization Letter if it deems it is in the best interest of the Marketplace.

(d) Clearing Member

The term “Clearing Member” shall mean a firm that has completed the relevant Clearinghouse User Agreement and onboarding paperwork, and received a confirmation letter that they are a Clearing Member.

(e) Marketplace

The term “Marketplace” shall mean the System operated by EDX Markets LLC for matching and executing orders and trades for Marketplace Members.

(f) Member

The term “Member” shall mean a firm that has completed the relevant User Agreement and onboarding paperwork, and received a confirmation letter that they are a Member of the Marketplace.

(g) Order

The term “Order” shall mean a message submitted by a Member (or its Authorized Trader) to buy or sell a Token that contains the necessary terms specified by the Marketplace in order to process such message. The Marketplace will reject any message that does not contain the specified necessary terms and will not consider such message to be a valid Order.

(h) Order Book

The term “Order Book” shall mean the System’s electronic file of Orders.

(i) Person

The term “Person” shall mean a natural person, partnership, corporation, limited liability company, entity, government, or political subdivision, agency, or instrumentality of a government.

(j) Policy Circular

The term “Policy Circular” shall mean a currently effective Marketplace policy circular which shall be posted on the www.edxmarkets.com and shall be incorporate by reference into these Marketplace Rules, and shall be effective as of the date it is posted on the website.

(k) Principal Capacity

The term “Principal” shall mean an order and/or execution in which a Member buys or sells a Token for its own account.

(l) System

The term “System” shall mean the electronic communications and trading facility operated by the Marketplace through which Orders of Members are consolidated for ranking and execution.

(m) Token

The term “Token” shall mean any digital asset that is available to trade on the Marketplace, including cryptocurrency and fiat currency trading pairs. As a general matter of policy, the Marketplace will only admit to trading on the Marketplace, Tokens which are not deemed securities under applicable laws and regulations in the United States, i.e., Tokens traded for immediate delivery in the market at settlement, as opposed to at a future or forward price. However, prior to trading Members are required to undertake their own assessment and determination of the Tokens admitted on the Marketplace to independently confirm the Token a Member is trading is not a security under applicable laws and regulations in the United States.

(n) Top of Book

The term “Top of Book” shall mean the best-ranked Order to buy (or sell) in the Order Book as ranked pursuant to Rule 3.6. “Best Bid and Offer” or BBO is synonymous with Top of Book as defined.

(o) The Rulebook

The term “Rulebook” applies to the Rules of the Marketplace, as set out herein. The Rulebook is as of the effective date and is reviewed periodically. For the most up to date version of the Rulebook, please refer to the website: www.edxmarkets.com

CHAPTER 2. MEMBERS OF THE MARKETPLACE

Rule 2.1. Member Eligibility

Except as hereinafter provided, businesses and institutions that hold the applicable registrations and licenses, and satisfy the financial, credit, and related qualifications established and maintained by the Marketplace are eligible to be, and to remain, Members.

Rule 2.2. Restrictions

The Marketplace may determine not to permit a Person to become a Member, to limit or suspend a Member's access to the Marketplace, or to terminate a Member's access to the Marketplace, where such Person:

- (a) fails to meet, or fails to continue to meet after initial approval, any of the applicable qualification requirements for membership;
- (b) fails to demonstrate to the Marketplace adequate systems capability, capacity, integrity, or security necessary to conduct business on the Marketplace or engages in acts or practices that threaten the reputational or operational integrity of the Marketplace;
- (c) fails to meet any condition placed by the Marketplace on such Member;
- (d) such Person violates any agreement with the Marketplace;
- (e) is subject to any unsatisfied liens, judgments or unsubordinated creditor claims of a material nature, which, in the absence of a reasonable explanation therefor, remain outstanding for more than six months;
- (f) has been subject to any bankruptcy proceeding, receivership or arrangement for the benefit of creditors within the past three years;
- (g) engages in or is reasonably likely to engage in unlawful or disruptive acts or practices that do or may violate any law, rule, or regulation, or which are inconsistent with just and equitable principles of trade, or which are reasonably likely to damage the reputation of the Marketplace or the Members;
- (h) fails to obtain or maintain any license, charter, registration, or similar legal authority required by law to conduct transactions on or through the Marketplace. This includes implementing the requisite policies and procedures in order to maintain applicable licenses;
- (i) fails to implement or continue to maintain, the applicable AML and Sanctions compliance programs, including identification of Chief Compliance Officer and BSA/AML Officer, in accordance with Rules 5.6 and 5.7.

(j) fails or refuses to promptly (within 7 business days) and accurately disclose to the Marketplace any change in Member eligibility criteria, including any act, practice, or occurrence that is grounds for not extending or for revoking Member status, as identified in items (a) to (i) of this Section.

Rule 2.3. Retail Member Eligibility

A “Retail Member Organization” or “RMO” is a Member (or a division thereof) that has been approved by the Marketplace under this Rule to submit Retail Orders (as defined in Rule 3.4(h) below).

(1) Eligibility. To qualify as a Retail Member Organization, a Member must conduct a retail business. To become a Retail Member Organization, a Member must submit:

(A) an application form;

(B) supporting documentation, which may include sample marketing literature, website screenshots, other publicly disclosed materials describing the Member’s retail order flow, and any other documentation and information requested by the Marketplace in order to confirm that the applicant’s order flow includes Retail orders; and

(C) an attestation, in a form prescribed by the Marketplace, that a minimum percentage of Orders (with such threshold as set by the then currently effective Policy Circular), submitted as Retail Orders will qualify as such under this Rule, and that Retail Orders are either prefunded or the RMO is an Eligible Contract Participant (“ECP”) as defined by the Commodity Exchange Act of 1936 (the “CEA”).

(2) After a Member submits the application form, supporting documentation and attestation, the Marketplace shall notify the Member of its decision in writing.

(3) A Retail Member Organization may voluntarily withdraw from such status at any time by giving written notice to the Marketplace.

(4) A Retail Member Organization must have written policies and procedures reasonably designed to assure that it complies with the then currently effective Policy Circular setting forth that the minimum percentage of orders designated as Retail Orders have met the requirements of a Retail Order. Such written policies and procedures must require the Retail Member Organization to: (i) exercise due diligence before entering a Retail Order to assure that entry as a Retail Order is in compliance with the requirements of this Marketplace Rule, and (ii) monitor whether orders entered as Retail Orders meet the applicable requirements.

(5) Disqualification. If a Retail Member Organization designates Orders submitted to the Marketplace as Retail Orders and the Marketplace determines, in

its sole discretion, that such Orders fail to meet any of the requirements set forth in this Rule, the Marketplace may disqualify a Member from its status as a Retail Member Organization.

Rule 2.4. Sponsored Access to the Marketplace

This Rule governs access to the Marketplace for the entry and execution of Orders by an entity with authorized access to the System other than a Member (“Sponsored Participants”), and sets forth the applicable requirements that Sponsored Participants and the Member sponsoring their access (“Sponsoring Members”) are required to satisfy in order to engage in a Sponsoring Member/Sponsored Participant relationship.

- (1) A Sponsored Participant may obtain and maintain authorized access to the System, only if such access is authorized in advance by one or more Sponsoring Members pursuant to a Sponsored Participant Agreement as approved and agreed by EDX. EDX and the Sponsoring Member may immediately terminate the Sponsored Access if the Sponsoring Member or the Marketplace determines that continuing such access poses a risk to the Sponsoring Member or the integrity of the market or Marketplace.
- (2) The Sponsored Participant and Sponsoring Member must sign the applicable Sponsoring Member and Sponsored Participant Agreement with the Marketplace acknowledging and agreeing to the requirements of this Rule, including an acknowledgement by the Sponsoring Member of its responsibility for the orders, executions, and actions of its Sponsored Participant. To the extent the Sponsoring Member is not a Clearing Member, the Sponsoring Member’s Clearing Member must provide the Marketplace with a Letter of Clearing Authorization, which specifically accepts responsibility for the clearance of the Sponsored Participant’s transactions.
- (3) Sponsored Participant Agreements filed with the Marketplace will remain in effect until a written notice of revocation has been filed with the Marketplace and the Sponsoring Member receives confirmation from the Marketplace that such revocation is effective. A revocation shall in no way relieve the Sponsoring Member or, if applicable, the Sponsored Participant’s Clearing Member of responsibility for transactions guaranteed prior to the effective date of the revocation.
- (4) Each Sponsoring Member must:
 - (1) have an effective, and compliant with all applicable federal and state laws, rules and regulations, process for vetting and approving persons who may obtain access to the System on behalf of its Sponsored Participants (i.e., Authorized Traders);
 - (2) maintain an up-to-date list of Authorized Traders of each Sponsored Participant and must provide that list to the Marketplace upon request; and
 - (3) have reasonable procedures to ensure that Sponsored Participant and all of its Sponsored Participants’ Authorized Traders: (i) maintain the physical security of the Marketplace and the System, which includes, but is not limited to, the equipment for accessing the facilities of the Marketplace and the System, to prevent the unauthorized use or access to the Marketplace or the System,

including the unauthorized entry of information into the Marketplace or the System, or the information and data made available therein; and (ii) otherwise comply with the Marketplace Rules and all applicable federal and state laws, rules and regulations.

- (5) If the Marketplace determines that a Sponsored Participant or an Authorized Trader has caused a Sponsoring Member to violate the Marketplace Rules, the Marketplace may direct the Sponsoring Member to suspend or withdraw the Sponsored Participant's status as a Sponsored Participant or the Person's status as an Authorized Trader and, if so directed, the Sponsoring Member must suspend or withdraw such status.

CHAPTER 3. TRADING RULES

Rule 3.1. Hours of Trading and Trading Days; Opening Process

- (a) The System shall be open for Order entry 24 hours per day, 7 days per week for continuous operations, unless otherwise specified by the Marketplace.
- (b) The Marketplace shall have the power to temporarily suspend trading for maintenance or System upgrades. The Marketplace will provide prior notice to Members whenever practicable and will provide details regarding any modified market procedures for suspending trading or re-opening.
- (c) The Marketplace shall have the power to halt or suspend trading in any and all Tokens traded on the Marketplace or to take other actions such as canceling all pending and open (unexecuted) Orders or restricting Orders to certain types of Orders (e.g., Limit Orders only) when deemed necessary for the maintenance of fair and orderly markets, the protection of investors, or otherwise in the public interest. The Marketplace shall have the power to determine the duration of any such halt, suspension, closing, or other action and will announce such action to Members. Orders submitted for a halted Token will be rejected by the System.
- (d) All new Tokens will be considered to be halted until the System has opened such Tokens for trading. Orders for Tokens that are halted will be rejected by the System. The Marketplace will open a newly added Token or a Token that has been halted by the Marketplace as described below:

- (1) Quoting Period.

- (a) The Marketplace will open a Token that is halted by initiating a quoting period. The Marketplace will determine the length of the quoting period in its sole discretion. During the quoting period, Members may submit Orders to the System, however, such Orders will not execute. Information regarding Orders placed on the Order Book during the quoting period shall be disseminated through the Marketplace's ORIN data products identified in Rule 3.11(a).
- (b) Crossed Book Check. At the end of the quoting period, the Marketplace will review the Order Book with respect to the Token and determine whether a Crossed Book exists.
 - 1. If no Crossed Book exists, the Limit-Only Period will begin;
 - 2. If a Crossed Book exists, the Marketplace will:
 - A. view the reference rate for the instrument;
 - B. contact each Member whose order is on the "worse" side of the reference rate to request that they modify or cancel their orders, indicating that if their orders are not

modified by the commencement of the Limit-Only Period, they will be canceled, and stating the time (in minutes) before commencement of the Limit-Only Period; and after the indicated period, modify orders as directed by each Member, and cancel any remaining unmodified orders that are on the “worse” side of the reference rate, before commencing the Limit-Only Period.

(2) **Limit-Only Period.** Following the quoting period, the Marketplace will initiate a limit-only period, during which only Limit Orders will be accepted by the System (the “Limit-Only Period”). The Marketplace will determine the length of the limit-only period in its sole discretion. Limit Orders submitted for a Token during the limit-only period will be eligible for execution pursuant to Rule 3.7. Market Orders submitted for a Token during the limit-only period will be rejected by the System.

(3) **Trading Period.** Following the limit-only period, the Marketplace will open the System for trading and all eligible Orders will be accepted by the System.

Rule 3.2. Tokens Eligible for Trading

The Marketplace shall designate Tokens eligible for trading. Orders shall be accepted for full or fractional volumes. Supported fractional volumes shall be established by the Marketplace on a Token-by-Token basis.

Rule 3.3. Access

The System shall be available for entry and execution of Orders by Members with authorized access to the System. All Members who have been admitted to the Marketplace shall have access to the System in an impartial, transparent, fair, and non-discriminatory manner. All disclosures and technical documentation related to System operation and fees can be found on the Marketplace website. To obtain authorized access to the System, each participant must be a Member in good standing with the Marketplace pursuant to Chapter 2 and must enter into a User Agreement with the Marketplace in such form as the Marketplace may provide and update from time to time (“User Agreement”).

Rule 3.4. Definitions and Order Modifiers

For purposes of this Chapter, the following definitions shall apply:

(a) **Crossed Book.** The status of an Order Book with respect to a Token indicating that it contains one or more Crossing Quotations.

(b) **Crossing Quotation.** The display of a bid at a price higher than the price of an offer on the Order Book with respect to a Token or the display of an offer at a price lower than the price of a bid on the Order Book with respect to a Token.

(c) **Crypto Participant Identifier.** The identifier used by the System to identify the Member and associated clearing number for execution of Orders submitted to the System. Members may use multiple CPIDs, which may map to the same or different clearing numbers.

(d) **Locking Price.** The price at which an Order to buy or sell, that if displayed on the Order Book would be a Locking Quotation.

(e) **Locking Quotation.** The display of a bid at a price that equals the price of an offer on the Order Book with respect to a Token or the display of an offer at a price that equals the price of a bid on the Order Book with respect to a Token.

(f) **Posting Instructions**

(1) **Post Only.** An instruction that may be attached to an Order that is to be ranked and executed on the Marketplace pursuant to Rule 3.7 or cancelled, as appropriate, but which will not remove liquidity from the Order Book. An order with a Post Only instruction that would result in a Locking Quotation or Crossing Quotation will be cancelled by the System.

(g) **Retail Instruction.** “Retail Instruction” is an instruction that indicates that an Order submitted to the Marketplace is by a Retail Member Organization, provided that no change is made to the terms of the Order with respect to price or side of market and the Order does not originate from a trading algorithm or any other computerized methodology, except that a Retail Member Organization may use computerized methodology to facilitate routing the order to the Marketplace (“Smart Order Router”).

(g) **Retail Liquidity.** “Retail Liquidity” is an instruction that indicates that an Order is submitted to provide liquidity to incoming Orders with a Retail modifier and, as such, when resting on the Order Book is only eligible to execute against Orders with a Retail modifier through the execution process described in Rule 3.7. An incoming Order with a Retail Liquidity modifier shall be eligible to execute against any resting liquidity on the Order Book other than contra-side Orders with a Retail Liquidity instruction. Any remaining size shall be posted to the Order Book unless otherwise instructed by the Member. Any Member is permitted, but not required, to submit an Order with a Retail Liquidity modifier.

(h) **Retail Order.** A “Retail Order” is an Order with a Retail Instruction. A Retail Order is eligible to execute on entry against any resting liquidity in the Order Book. Any remaining quantity will be posted to the Order Book unless otherwise instructed by the Member. A resting Retail Order is eligible to execute against any incoming Order unless the terms of the incoming Order prevent such execution.

(i) **Time-in-Force (“TIF”).**

(1) **Immediate-or-Cancel (“IOC”).** An instruction the Member may attach to an Order stating the Order is to be executed in whole or in part as soon as such Order is received. The portion not executed immediately on the Marketplace is treated as cancelled and is not posted to the Order Book.

(2) All-or-None (“AON”). An instruction the Member may attach to an Order stating that the Order is to be executed in its entirety as soon as it is received and, if not so executed, cancelled.

(3) Good-‘til Time (“GTT”). An instruction the Member may attach to an Order specifying the calendar date and time of day at which the Order expires. Any unexecuted portion of an Order with a TIF instruction of GTT will be cancelled at the expiration of the Member’s specified time.

Rule 3.5. Order Types

Members may enter into the System the types of Orders listed in this Rule, only in a Principal capacity, and subject to the limitations set forth in this Rule or elsewhere in these Marketplace Rules. To the extent the Marketplace maintains any minimum Order size requirements or maximum Order size limitations, such details will be maintained in Marketplace specifications made available to Members.

(a) Market Order. An Order to buy or sell a stated amount of a Token that is to be executed at the best price available when the Order reaches the Marketplace.

(1) Time-In-Force. A Market Order must have a TIF instruction of IOC or AON. A Market Order with a TIF instruction of GTT will be rejected by the System.

(2) Post Only. A Market Order with a Post Only instruction will be rejected by the System.

(3) Display. A Market Order is not eligible to be displayed on the Order Book and will be cancelled if not executed by the System.

(4) Execution and Posting. A Market Order will be cancelled if, when reaching the Marketplace, it cannot be executed on the System. A Market Order may execute at multiple different prices, based on the quantity of the Order and the available contra-side liquidity existing on the Order Book when the Market Order is executed by the Marketplace.

(5) Retail Orders. A Market Order submitted by an RMO may contain a Retail Instruction.

(6) Retail Liquidity Orders. A Market Order with a Retail Liquidity instruction will be rejected by the System.

(b) Limit Order. An Order to buy or sell a stated amount of a Token at a specified price or better. A marketable Limit Order is a Limit Order to buy (sell) at or above (below) the lowest (highest) offer (bid) for the token.

(1) Time-in-Force. A Limit Order must have one of the following TIF instructions: IOC, AON or GTT.

(2) Post Only. A Limit Order with a TIF instruction of GTT may include a Post Only instruction. A Limit Order with a TIF Instruction of IOC or AON and a Post Only instruction will be rejected by the System.

(3) Display. A Limit Order posted to the Order Book will be displayed by the System. The Marketplace does not offer any non-Displayed order types or instructions.

(4) Execution and Posting. A Limit Order with a TIF of IOC or AON will be cancelled if, when reaching the Marketplace, it cannot be executed on the System. A Limit Order with a TIF of GTT will be executed or posted to the Order Book unless, based on Member instructions or applicable Marketplace Rules, such Order is not executable or cannot be posted to the Order Book.

(5) Retail Orders. A Limit Order with a TIF of IOC, AON or GTT submitted by an approved RMO may contain a Retail Instruction. A Limit Order that contains a Retail Instruction and a Post Only instruction will be rejected by the System.

(6) Retail Liquidity Orders. A Limit Order with a TIF of GTT may contain a Retail Liquidity instruction. A Limit Order with a TIF of GTT that contains a Retail Liquidity instruction may also contain a Post Only instruction. A Limit Order with a TIF Instruction of IOC or AON and a Retail Liquidity instruction will be rejected by the System.

Rule 3.6. Priority of Orders

(a) Ranking. Orders of Members shall be ranked and maintained in the Order Book based on the following priority:

(1) Price. The highest-priced Order to buy (lowest-priced Order to sell) shall have priority over all other Orders to buy (sell).

(2) Time. Where Orders to buy (sell) are entered into the System at the same price, the Order clearly established as the first entered into the System at such particular price shall have precedence at that price.

(3) Self-Trade Protection (“STP”) Modifiers. Pursuant to Rule 3.7(c), Members may direct that Orders entered into the System not execute against Orders entered under the same Unique Identifier (as defined below). In such a case, the System will not permit such Orders to execute against one another, regardless of priority ranking.

(4) Retail. Notwithstanding anything else in these Rules, only an Order with a Retail Instruction will execute against an Order with a Retail Liquidity instruction, and such executions shall occur pursuant to price-time priority in accordance with paragraphs (1) and (2) above.

(5) Cancel/Replace. In the event an Order has been cancelled or replaced in accordance with Rule 3.7(d) below, such Order only retains time priority if such modification involves a decrease in the size of the Order. Any other modification to an

Order, including an increase in the size of the Order and/or price change, will result in such Order losing time priority as compared to other Orders in the Order Book and the timestamp for such Order being revised to reflect the time of the modification.

(6) Partial Execution. In the event that a resting Order is executed against an incoming Order for less than its full size, the unexecuted quantity of the Order shall retain its original time priority and be ranked in accordance with paragraphs (1) and (2) above.

(7) Priority Exceptions. A resting Order will cede price or time priority to other resting Orders in the event the resting Order contains a Retail Liquidity instruction and the incoming Order is not a Retail Order.

Rule 3.7. Order Execution

(a) Execution. Subject to the restrictions under these Marketplace Rules, Orders shall be matched for execution in accordance with this Rule. For purposes of this Rule, any Order falling within the parameters of this paragraph shall be referred to as “executable.” An Order will be cancelled back to the Member, if based on Member instructions or applicable Marketplace Rules, such Order is not executable or cannot be posted to the Order Book. The Marketplace shall promptly communicate to Members the unavailability of the System.

(1) Execution against Order Book. An incoming Order shall attempt to be matched for execution against Orders in the Order Book as described below.

(A) Buy Orders. An incoming Order to buy will be automatically executed to the extent that it is priced at an amount that equals or exceeds any Order to sell in the Order Book and is executable, as defined above. Such Order to buy shall be executed at the price(s) of the lowest Order(s) to sell having priority in the Order Book.

(B) Sell Orders. An incoming Order to sell will be automatically executed to the extent that it is priced at an amount that equals or is less than any other Order to buy in the Order Book and is executable, as defined above. Such Order to sell shall be executed at the price(s) of the highest Order(s) to buy having priority in the Order Book.

(b) Display of Automated Quotations. The System will display automated quotations in Tokens as described and specified in the technical documents on www.edxmarkets.com. All Orders will be displayed (price and size) on the ORIN Depth Feed (as described in Rule 3.11) on an anonymous basis.

(c) STP Modifiers. Any incoming Order designated with an STP modifier will be prevented from executing against a resting opposite side Order also designated with an STP modifier and originating from the same Crypto Participant Identifier (“CPID”), Marketplace Member identifier or STP Group identifier (any such identifier, a “Unique Identifier”). The STP modifier on the incoming Order controls the interaction between two Orders marked with STP modifiers.

(1) STP Cancel Newest (“CN”). An incoming Order marked with the “CN” modifier will not execute against opposite side resting interest marked with any STP modifier originating from the same Unique Identifier. The incoming Order marked with the CN modifier will be cancelled back to the originating Member(s). The resting Order marked with an STP modifier will remain on the Order Book.

(2) STP Cancel Oldest (“CO”). An incoming Order marked with the “CO” modifier will not execute against opposite side resting interest marked with any STP modifier originating from the same Unique Identifier. The resting Order marked with the STP modifier will be cancelled back to the originating Member(s). The incoming Order marked with the CO modifier will remain on the Order Book.

(3) STP Cancel Both (“CB”). An incoming Order marked with the “CB” modifier will not execute against opposite side resting interest marked with any STP modifier originating from the same Unique Identifier. The entire size of both Orders will be cancelled back to the originating Member(s).

(d) Cancel/Replace Messages. A Member may cancel or replace a Limit Order resting on the Order Book, subject to the following limitations. A Member may not cancel or replace an Order with a TIF of IOC or AON.

(1) Orders may only be cancelled or replaced if the Order has a TIF instruction of GTT and if the Order has not yet been executed in its entirety.

(2) A Member may use a Replace Message to change: a Limit Order to a Market Order, the price of an Order, and/or the size of an Order. If a Member desires to change any other term of an existing Order the existing Order must be canceled and a new Order must be entered.

(3) Notwithstanding anything to the contrary in these Marketplace Rules, no cancellation or replacement of an Order will be effective until such message has been acknowledged and processed by the System.

(e) Locking Quotations or Crossing Quotations. The System shall not make available for dissemination any Locking Quotations or Crossing Quotations other than Orders with a Retail Liquidity instruction that are displayed by the Marketplace. Orders with a Retail Liquidity instruction are allowed to lock and cross other resting liquidity to the extent they are not executed upon entry.

(f) Price Bands. The Marketplace may, from time-to-time, apply price bands that will prevent executions of Orders at prices outside of such bands. The Marketplace will announce if any price bands are in effect with respect to one or more Tokens, and if such price bands are in effect, such price bands will operate as described below.

(1) Incoming Orders. Any incoming Limit Order placed at a price for which an execution would occur between the higher priced price band (the “Upper Price Band”) and the lower priced price band (the “Lower Price Band”), will be permitted to execute by the System, subject to the Member’s instructions. An incoming Limit Order to buy

shall be canceled by the System if priced above the Upper Price Band and shall be allowed to post to the Order Book if priced below the Lower Price Band. An incoming Limit Order to sell shall be canceled by the System if priced below the Lower Price Band and shall be allowed to post to the Order Book if priced above the Upper Price Band.

(2) Resting Orders. Any resting Limit Order will be executable at prices between the Upper Price Band and the Lower Price Band. A resting Limit Order to buy shall be canceled by the System if priced above the Upper Price Band (i.e., aggressively through) and shall be allowed to continue to rest if priced below the Lower Price Band (i.e., non-aggressively outside). A resting limit order to sell shall be canceled by the System if priced below the Lower Price Band (i.e., aggressively through) and shall be allowed to continue to rest if priced above the Upper Price Band (i.e., non-aggressively outside).

Rule 3.8. Finality of Trades.

All executions processed by the System are final and shall not be reversed unless: (a) such reversal is required by any applicable law or regulation; or (b) due to a material technical error, Orders or executions are not processed as specified in these Rules. Any trade disputes will be handled on a post-trade basis.

Rule 3.9. Risk Settings

(a) Risk Settings. The Marketplace offers certain risk settings applicable to a Member's activities on the Marketplace. The risk settings currently offered by the Marketplace are listed below and are configured either on a port-by-port basis ("Port Controls") or across multiple ports ("Cross-Port Controls").

(1) The Marketplace offers Port Controls:

(A) related to the price of an Order (including percentage-based and currency or Token-based controls);

(B) related to the size of an Order (including restrictions on the maximum notional value per Order and maximum Token quantity per Order);

(C) related to the size of an Order as compared to the average daily volume of the Token (including the ability to specify the minimum average daily volume of the Tokens on a percentage basis for which such controls will be activated); and

(D) related to the Order types or modifiers that can be utilized (e.g., Retail Orders).

(2) The Marketplace offers Cross-Port Controls:

(A) to prohibit duplicative Orders (with configurable count and time windows);

(B) to restrict the overall rate of Orders (with configurable count and time windows); and

(C) measuring both gross and net credit exposure that warn when approached and, when breached, prevent submission of either all new Orders or Market Orders only.

(c) **Mandatory Risk Controls.** Other than the risk control related to the order types or modifiers that can be utilized (paragraph (b)(1)(D) above) and credit exposure (paragraph (b)(2)(C) above), the risk control settings set forth in paragraph (b) above are configured to default settings by the Marketplace and can be made more stringent but cannot be removed or reduced to a more lenient standard.

(d) **Configuration.** A Member may configure custom risk controls and assign a unique identifier to each configured set of risk controls.

(e) **Batch Cancel and Block.** The Marketplace offers batch cancel functionality that permits a Member to simultaneously cancel all or a subset of its Orders in one or more Tokens by requesting the Marketplace to effect such cancellation. A Member initiating such a request may also request that the Marketplace block all or a subset of its new inbound Orders in one or more Tokens. The block will remain in effect until the Member requests the Marketplace remove the block.

(f) **Cancel on Disconnect.** The Marketplace provides cancel on disconnect functionality, which automatically cancels a Member's Orders to the extent the Member loses its connection to the Marketplace.

Rule 3.10. Anonymity

(a) The transaction reports or execution messages produced by the System will not reveal contra-party identities. Contra-party identities will be provided by the System to the Clearinghouse on a post-trade basis in order to facilitate clearance and settlement of transactions.

(b) The Marketplace will reveal the identity of a Member for regulatory purposes, to comply with an order of a court or arbitrator, or as otherwise required by law.

Rule 3.11. Data Products

(a) **Available Data Feed.** The Marketplace shall make available the following data feed: ORIN Depth. ORIN (Member's Order Information Record) Depth is a data feed that contains all displayed Orders for Tokens trading on the Marketplace, including Order executions, Order cancellations, Order modifications, Order identification numbers, and administrative messages (e.g., Tokens eligible to trade, trading status).

(b) **Retail Orders.** The Marketplace's ORIN data product (specified in paragraph (a) of this Rule) will identify Retail Orders as such.

Rule 3.12. Clearing & Settlement

- (a) The Marketplace shall submit all confirmed executions processed by the System to the Clearinghouse for clearing and settlement in accordance with Clearinghouse rules. Members of the Marketplace that are also Clearing Members shall be a counterparty to the Clearinghouse for all clearing and settlement transactions as provided under the rules of the Clearinghouse.
- (b) Any Member of the Marketplace that is not a Clearing Member must maintain a Clearing Authorization Letter on file with the Marketplace, in a form and manner prescribed by the Marketplace, that identifies a Clearing Member that accepts financial responsibility for all transactions of the Member on the Marketplace. If a Member does not have a valid Clearing Authorization Letter on file with the Marketplace from a Clearing Member and the Member is not itself a Clearing Member, then the Marketplace may prevent access and connectivity to the Marketplace by that Member.
- (c) A Clearing Member that accepts financial responsibility for the transactions of a Member of the Marketplace under a Clearing Authorization Letter must provide the Clearing Authorization Letter to the Marketplace with a copy to the Clearinghouse.
 - (1) For any Clearing Authorization Letter submitted to the Marketplace by a Clearing Member, the Marketplace shall provide instructions to the Clearinghouse identifying the Marketplace Member for which a Clearing Member has guaranteed any transaction to be cleared and settled by the Clearinghouse. The Marketplace shall furnish to the Clearinghouse a report of each Marketplace Member's matched trades that are subject to a Clearing Authorization Letter.
 - (2) If a Clearing Member rejects a Clearing Authorization Letter for a Marketplace Member, rejects any transaction submitted for clearing and settlement to the Clearinghouse on behalf of an Marketplace Member, or a Clearing Member that accepts financial responsibility under a Clearing Authorization Letter ceases to be a Clearing Member of the Clearinghouse or otherwise no longer has authority to provide a Clearing Authorization Letter, the affected Marketplace Member must identify a new Clearing Member which will clear and settle transactions for such Marketplace Member pursuant to a Clearing Authorization Letter or the Member must itself become a Clearing Member. The Marketplace may break any transaction which is rejected by the Clearinghouse pursuant to its Rules.

CHAPTER 4. TRADING PRACTICE RULES

Rule 4.1. Violations Prohibited

No Member shall engage in conduct in violation of the Marketplace Rules or any policy or written interpretation of the Marketplace or any applicable law or regulation. Every Member shall so supervise Persons associated with the Member as to assure compliance with applicable requirements.

Rule 4.2. Use of Fraudulent Devices

No Member shall effect any transaction in, or seek to induce the purchase or sale of, any Token by means of any manipulative, fictitious, deceptive, or other fraudulent device or contrivance.

Rule 4.3. Publication of Transactions and Quotations

No Member shall report to the Marketplace or publish or cause to be published any transaction as a purchase or sale of any Token unless such Member believes that such transaction was a bona fide purchase or sale of such Token, and no Member shall purport to quote the bid or asked price for any Token, unless such Member believes that such quotation represents a bona fide bid for, or offer of, such Token.

Rule 4.4. Market Manipulation is Prohibited

Members are prohibited from directly or indirectly engaging in or attempting to engage in Market Manipulation on the Marketplace. Market Manipulation is defined as actions taken by any market participant or a Person acting in concert with a market participant which are intended to:

- (a) Deceive or mislead any natural or legal Person, including but not limited to: Members, the Marketplace itself, customers of a Member, regulatory bodies, or the general public;
- (b) Artificially control or manipulate the price or trading volume of a Token; or
- (c) Aid, abet, enable, finance, support, or endorse either of the above. This may include actions on, or outside of, the Marketplace.

Market Manipulation specifically includes, without limitation: front-running, wash trading, spoofing, layering, churning, and quote stuffing.

Rule 4.5 Standards of Commercial Honor and Principles of Trade

A Member, in the conduct of its business, shall observe high standards of commercial honor and just and equitable principles of trade.

CHAPTER 5. SUPERVISION

Rule 5.1. Written Procedures

Each Member shall establish, maintain, and enforce written procedures which will enable it to supervise properly the activities of associated Persons of the Member and to assure their compliance with applicable laws, rules, regulations and statements of policy promulgated thereunder, and with Marketplace Rules.

Rule 5.2. Obligation to Disclose

Each Member is required to disclose to the Marketplace any issues related to an Order, system functionality or process. Where a Member is aware that they have violated any provisions contained herein, any applicable agreement with the Marketplace, or engaged in a violation of law that might materially impact the operation of the Marketplace or other members, such Member must disclose such fact to the Marketplace as soon as practicable.

Rule 5.3. Responsibility of Members

Final responsibility for proper supervision shall rest with the Member. The Member shall designate a partner, officer, or manager in each office of supervisory jurisdiction, including the main office, to carry out the written supervisory procedures. A copy of such procedures shall be retained in each such office.

Rule 5.4. Controls

In order to ensure a fair and orderly market, each Member shall establish, maintain, and enforce written procedures which will enable it to monitor, prevent, and mitigate trading activity that is disruptive, unintentional, contain an obvious error in any term such as price, quantity, or identification of the Token ("Clearly Erroneous"), non-bona fide, or entered in bad faith or for non-legitimate purposes, including but not limited to runaway algorithms (Orders generated using automated execution logic), Orders that deviate more than a set percentage away from the Best Bid and Offer as determined by the Marketplace in its sole discretion ("Fat-Finger Errors"), and excessive message traffic as determined by the Marketplace in its sole discretion, including rejection and/or error messages ("Disruptive Trading Practice"). For avoidance of doubt, the use of message types other than for their original, intended purpose, is prohibited.

Rule 5.5. Records and Furnishing of Records to Marketplace

Each Member shall be responsible for making and keeping appropriate records for carrying out the Member's supervisory procedures. The Marketplace shall be allowed access, upon request, to the books and records of the Member or Sponsored Participant in order to obtain or verify information related to transactions executed on or through the Marketplace or activities relating to the Marketplace, including membership criteria as identified in Marketplace Rule 2.1.

Rule 5.6. Review of Activities

Each Member shall review the activities of each office, which shall include the periodic examination of customer accounts to detect and prevent irregularities or abuses.

Rule 5.7. Anti-Money Laundering Compliance Program

(a) Each Member shall develop and implement an anti-money laundering program reasonably designed to achieve and monitor compliance with the requirements of the Bank Secrecy Act (31 U.S.C. 5311, et seq.), and the implementing regulations promulgated thereunder by the Department of the Treasury. Each Member's anti-money laundering program must be approved, in writing, by a member of its senior management.

(b) The anti-money laundering programs required by the Rule shall, at a minimum:

(1) establish and implement policies and procedures that can be reasonably expected to detect and cause the reporting of suspicious transactions as required under 31 U.S.C. 5318(g) and the implementing regulations thereunder, including by filing required Suspicious Activity Reports ("SARs"), as well as other reporting as required by the Bank Secrecy Act, including Currency Transaction Reports ("CTRs") and compliance with the Financial Action Task Force ("FAFT") Travel Rule;

(2) establish and implement policies and internal controls reasonably designed to achieve compliance with the Bank Secrecy Act and the implementing regulations thereunder;

(3) provide for independent testing for compliance to be conducted by the Member's personnel or by a qualified outside party;

(4) designate, and identify to the Marketplace (by name, title, mailing address, email address, and telephone number), a person or persons responsible for implementing and monitoring the day-to-day operations and internal controls of the program; and

(5) provide ongoing training for appropriate persons.

In the event that any of the provisions of this Rule conflict with any of the provisions of another applicable regulator's rule requiring the development and implementation of an anti-money laundering compliance program, the provisions of the rule of the Member's primary regulator shall apply.

Rule 5.8. Sanctions Compliance Program

(a) Each Member shall develop and implement a sanctions compliance program reasonably designed to achieve and monitor compliance with applicable government sanctions (e.g., economic and trade sanctions), including those promulgated by the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") and the U.S. Department of State. Each Member's sanctions compliance program must be approved, in writing, by a member of its senior management.

(b) The sanctions compliance programs required by the Rule shall, at a minimum:

- (1) establish and implement policies and procedures to prohibit any transactions on or relating to the Marketplace that involve (i) Persons or entities in Comprehensively Sanctioned Jurisdictions, (ii) Persons identified on OFAC's List of Specially Designated Nationals and Blocked Persons ("SDN List"), (iii) and legal entities owned 50% or more by one or more Person identified on the SDN List;
- (2) provide for independent testing for compliance to be conducted by the Member's personnel or by a qualified outside party;
- (3) designate, and identify to the Marketplace (by name, title, mailing address, email address, and telephone number), a person or persons responsible for implementing and monitoring the day-to-day operations and internal controls of the program; and
- (4) provide ongoing training for appropriate persons.

In the event that any of the provisions of this Rule conflict with any of the provisions of another applicable regulator's rule requiring the development and implementation of an anti-money laundering compliance program, the provisions of the rule of the Member's primary regulator shall apply.

Disclaimer

This document is being distributed by EDX Markets LLC, only to, and is directed at Persons who have professional experience in matters relating to investments and Persons to whom it may otherwise lawfully be communicated. This material must not be copied, distributed, or redistributed, in whole or in part, without the prior written consent of EDX Markets LLC. This material does not constitute an offer, solicitation, invitation or inducement to purchase, acquire, subscribe to, provide or sell any financial instrument. This material does not constitute or form part of any invitation, solicitation or inducement to engage in investment activity. It is emphasized that this material is being sent to you in reliance upon your acknowledgement and acceptance that this material is being solely made to and directed at Persons who are institutional investors and is not intended for use by retail investors.