



# Market Maker Agreement

This Market Maker Agreement ("Agreement") is entered into between North American Derivatives Exchange, Inc. d/b/a crypto.com | Derivatives North America, a designated contract market and derivatives clearing organization incorporated in Delaware, with its principal place of business at 200 West Jackson Blvd., Suite 1400, Chicago, Illinois 60606, and

a [corporation/limited liability company] organized under the laws of the State of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_,

("Market Maker"), (together, the "Parties") as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

Capitalized terms not expressly defined in this Agreement shall have the meaning ascribed to them in the crypto.com | Derivatives North America Rules.

## 1 CONTROLLING PROVISIONS; CONDITION PRECEDENT

(a) All of the terms and conditions contained in the Membership application process, as well as in the crypto.com | Derivatives North America Rules, shall regulate all exchange trading activities of a Market Maker unless otherwise provided for in this Agreement, in which case this Agreement shall be controlling.

(b) For avoidance of doubt, Market Maker may not function as a Market Maker under this Agreement unless Market Maker is a Member of crypto.com | Derivatives North America, and notwithstanding any other provision of this Agreement, Market Maker being a Member shall be a condition precedent to the effectiveness of this Agreement.

(c) Market Maker and crypto.com | Derivatives North America shall agree to the specific Classes, as identified in Appendix A to this Agreement, for which Market Maker will be obligated to provide liquidity ("Designated Classes").

## 2 MARKET MAKER OBLIGATIONS

(a) Beginning on the Effective Date, and except as otherwise provided for in the Agreement (including any Appendix thereto) or on the crypto.com | Derivatives North America website, the Market Maker shall quote binding bid and offer prices throughout the duration of the listed Contracts in Market Maker's Designated Classes, which shall be submitted as Post-Only Quotes as that term is defined in the crypto.com | Derivatives North America Rules, at or inside of the defined maximum spread ("Defined Spread") and not less than the defined minimum size ("Defined Size"). Market Maker shall not submit Non Post-Only Orders as that term is defined by the crypto.com | Derivatives North America Rules.

(b) The Market Maker acknowledges and agrees not to engage in any activity that would violate the Commodity Exchange Act, as amended (the "Act"), or the Commission's regulations adopted thereunder, or crypto.com | Derivatives North America Rules or terms of its Membership Agreement. The Market Maker

also understands and agrees that this Agreement may be unilaterally modified or cancelled by crypto.com | Derivatives North America for any reason if directed to do so by the Commodity Futures Trading Commission (the "Commission") in order to comply with the Act or the Commission's regulations adopted thereunder.

(c) Market Maker shall not knowingly employ any Authorized Traders who are subject to statutory disqualification under Section 8a(3) of the Act.

(d) Market Maker shall notify crypto.com | Derivatives North America within 24 hours of the addition or deletion of any Authorized Traders for their account at crypto.com | Derivatives North America. All Authorized Traders may engage in Market Making activity on the exchange only via their assigned username.

(e) Market Maker is obligated to respond to any crypto.com | Derivatives North America request for information regarding their Market Making activity on the exchange.

## 3 SUSPENSION OF MARKET MAKER OBLIGATIONS

(a) Market Maker shall not be required to act in accordance with Section 2(a) quoting requirements and may suspend all quoting during the occurrence of any of the following events ("Suspension Event"):

- (i) the calculation of the Derived Underlying Market Data corresponding to a Designated Class has been suspended;
- (ii) there is no direct Underlying market for a Designated Class or no related market or event upon which to base the prices for a Designated Class;
- (iii) there exists in the reasonable opinion of crypto.com | Derivatives North America and Market Maker such a change, whether or not foreseeable, in national or international financial, political, or economic conditions as would in crypto.com | Derivatives North America and Market Maker's view make it impossible to accurately price Contracts in the Designated Class;
- (iv) an act of God, war, terrorism, fire, flood, civil disturbance, or act of any governmental authority beyond the control of the Market Maker or crypto.com | Derivatives North America occurs which prevents the Market Maker from entering Post-Only Quotes or prevents the Market Maker's ability to fulfil its obligations as described herein;
- (v) where any interruption, defect, withdrawal or failure of power supply, trading systems, network, internet connections, computer systems, communications (whether owned or operated by Market Maker, crypto.com | Derivatives North America or any third party) or other similar force majeure event prevents the Market Maker from entering Post-Only Quotes or

- prevents the Market Maker's ability to fulfil its obligations as described herein; or
- (vi) Market Maker has a position in any Designated Class or Contract that equals or exceeds 90% of the applicable position limit for such Designated Class or Contract; or
- (vii) as otherwise specifically provided for in this Agreement, including any Appendix thereto.

(b) The Parties will each inform the other by telephone and subsequently by email as soon as practicable after either of them becomes aware that they believe any of the foregoing Suspension Events is occurring or has occurred, or ceases to exist. With respect to any Suspension Event pursuant to Section 3(a)(v) that extends for more than 20 minutes in any Contract or Designated Class, Market Maker must also file a Market Maker Issue/Disruption Notification within 48 hours of the suspension with details of the event, or, if the full details of the event remain unknown after 48 hours, the Market Maker must update crypto.com | Derivatives North America as to the findings of its investigation within 48 hours and provide a final Issue/Disruption Notification as soon as practicable, but no later than 7 calendar days following the Suspension Event. Any investigation requiring more than 7 calendar days must be discussed with crypto.com | Derivatives North America prior to the reporting deadline.

#### 4 MODIFICATION OF MARKET MAKER OBLIGATIONS

(a) Market Maker shall not be required to act in accordance with Section 2(a) quoting requirements and may modify quoting as specified below during the occurrence of any of the following events ("Modification Event"):

- (i) **Expiry Period** – Market Maker may refrain from submitting Post-Only Quotes during these periods, as described below, for any particular Contract, just prior to expiry of that Contract ("Expiry Period"). A Market Maker that chooses to submit Post-Only Quotes during an Expiry Period will be required to comply with the Defined Spread and Defined Size requirements as set forth in Appendix A.
  - a. The five (5) minute period just prior to expiry of any Event Contract;
  - b. the two (2) minute period just prior to expiry of any Intraday, Daily, or Weekly Contract, with the exception of the Intraday 5-Minute and 20-Minute, and Touch Bracket Contracts;
  - c. the one (1) minute period just prior to the expiry of any Intraday 5-Minute or Intraday 20-Minute Contract; and
  - d. the thirty (30) second period just prior to the expiry of any Weekly Touch Bracket Contract.
- (ii) **Economic Announcement or Unusual Market Period** – Market Maker may refrain from submitting Post-Only Quotes during any Economic Announcement or Unusual Market Period, as defined below. A Market Maker that chooses to submit Post-Only Quotes during an Economic Announcement or Unusual Market Period will be

required to comply with the Defined Spread and Defined Size requirements as set forth in Appendix A.

- a. The five (5) minutes prior to the scheduled announcement and the five (5) minutes after the announcement of any major economic indicator; or
- b. any unusual market condition or price volatility which is determined by crypto.com | Derivatives North America, acting reasonably and in consultation with Market Maker, to prevent the maintenance of an orderly market.

(iii) **Two-Sided Markets** – Market Maker will not be required to price a two-sided market, and will be permitted to reduce its size below the Defined Size requirements (including to 0).

- a. In any Binary Contract within a Designated Class that is so deep in-the-money as to be valued at \$100 offer or so deep out-of-the-money as to be valued at zero (\$0) bid. Specifically, when the Market Maker's bid is within the maximum spread of the ceiling or the Market Maker's offer is within the maximum spread of the floor;
- b. in any Call Spread Contract within a Designated Class when the underlying for that Call Spread Contract is outside the range of the Call Spread Contract;
- c. in any Touch Bracket Contract when the Index Value is within 10 ticks of the Touch Bracket Contract's Cap or Floor; or
- d. during the first 30 seconds and last 30 seconds of any Intraday 5-Minute Binary Contract; or
- e. as otherwise specifically provided for in this Agreement, including any Appendix thereto.

(iv) **Illiquid Markets** – Market Maker may refrain from submitting Post-Only Quotes during a period of illiquid underlying markets defined as, thinly traded markets in particular time periods as determined by crypto.com | Derivatives North America from time to time and made public via posting on its website. A Market Maker that chooses to submit Post-Only Quotes during an Illiquid Market period will be required to comply with the Defined Spread and Defined Size requirements as set forth in Appendix A.

(b) crypto.com | Derivatives North America may amend the definitions of Modification Events and its applicable Rules unilaterally by providing 10 days' written notice to the Market Maker. To the extent reasonably possible and practicable, crypto.com | Derivatives North America will consult with the Market Maker and other relevant Market Makers prior to amending its Modification Events Rules.

#### 5 CONFIDENTIALITY

(a) **Confidential Information** means all information, whether written or oral, and in any form (including, without limitation, engineering documents, research and development, manuals,

reports, designs, drawings, plans, flowcharts, software (in source or object code), program listings, data file printouts, processes, component part listings and prices, product information, new product plans, sales and marketing plans and/or programs, pricing information, customer lists and other customer information, financial information and employee files or other employee information) relating to the disclosing party's business or technology to receiving party.

- (i) The term "Confidential Information" also shall be deemed to include:
  - a. all notes, analyses, compilations, studies, interpretations, or other documents prepared by recipient or its representatives that contain, reflect or are based upon in whole or in part, the information furnished by or on behalf of disclosing party to recipient pursuant hereto; and
  - b. Confidential Information disclosed prior to, as of, or after the date of this Agreement.
- (ii) Confidential Information does not include information;
  - a. lawfully received from third parties without confidentiality obligation to the disclosing party;
  - b. in the public domain other than through breach of the obligation of confidentiality imposed by this Agreement;
  - c. independently developed without use of the other party's Confidential Information; or
  - d. is lawfully known to the recipient without an obligation of confidentiality the time recipient receives the same from the disclosing party, as evidenced by written records.

**(b) Return of Confidential Information.** Promptly upon the written request of the discloser, the recipient shall, and shall cause its representatives to, return to the discloser, or destroy all Confidential Information. If the recipient destroys the Confidential Information, it shall certify that it has done so in writing and promptly deliver that certificate to discloser. Despite the provisions of this Section 5(b), the recipient may retain one permanent file copy of the Confidential Information of the discloser and any derivative materials if required to do so under any state or federal law or regulation.

**(c) Obligations of Confidentiality.**

- (i) Each party will
  - a. use the other's Confidential Information solely to perform its obligations under this Agreement, and disclose the other's Confidential Information only to its agents, contractors, and employees legally bound, in writing, to keep Confidential Information confidential and only to the extent necessary for them to perform this Agreement;
  - b. in no event use less than ordinary care to protect the other's Confidential Information against unauthorized disclosure to any third party; and

- c. notify the other of unauthorized use, disclosure, theft or other loss of Confidential Information of which it learns.

(ii) Confidential Information may be disclosed as required by law, provided that prior to any such disclosure, the recipient will

- a. assert the confidential nature of the Confidential Information to the court or agency;
- b. provide sufficient notice to the disclosing party to permit it to contest the disclosure requirement; and
- c. cooperate with the disclosing party, at the disclosing party's expense, in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

**(d) Survival.** Despite any other provision of this Agreement, this entire Section 5 Confidentiality survives any termination of this Agreement.

## 6 FEES

**(a)** The Market Maker will pay a fee of \$\_\_\_\_\_ in order to establish a dedicated line.

**(b)** The Market Maker shall pay to crypto.com | Derivatives North America transaction-based Exchange Fees as determined and published by crypto.com | Derivatives North America from time to time during the Term of the Agreement. "Exchange Fees" comprise all fees relating to the execution and settlement of transactions on the exchange, including, but not limited to, trading and settlement fees. Further, Market Makers are subject to additional fees as noted in the crypto.com | Derivatives North America Fee Schedule.

## 7 MINIMUM DEPOSIT AND MAINTENANCE AMOUNT

**(a)** Market Maker is required to have an initial Minimum Deposit of \$500,000 and a Maintenance Amount of \$250,000:

**(b)** In this Section, "Minimum Deposit" means the amount the Market Maker must initially deposit in order to establish an account at crypto.com | Derivatives North America and "Maintenance Amount" means the minimum amount that must be in the Market Maker's account at all times. In the event the Market Maker's available cash balance falls to the Maintenance Amount, the Market Maker must immediately deposit sufficient funds to bring the available cash balance to \$500,000.

**(c)** Market Maker cannot withdraw funds from its crypto.com | Derivatives North America account if, after such withdrawal, its crypto.com | Derivatives North America available cash balance would be less than \$500,000, except on termination of Agreement.

## 8 ASSIGNMENT

Neither this Agreement, nor any of the rights or obligations under

this Agreement, may be assigned or transferred by either party without the express prior written consent of the other party.

## 9 TERM OF AGREEMENT

The term of this Agreement shall be for a term of one year ("Initial Term"), as of the Effective Date. This Agreement shall be automatically renewed annually after the Initial Term (collectively "Term") unless terminated pursuant to Section 10 of this Agreement.

## 10 TERMINATION

(a) This Agreement may be terminated immediately by crypto.com | Derivatives North America in the event that (i) all products in the Market Maker's Designated Classes have been delisted, (ii) the Market Maker makes a material statement which is untrue or made in bad faith, (iii) crypto.com | Derivatives North America is so ordered by the Commission, (iv) the Market Maker does not satisfy the terms of the Agreement, or (v) the Market Maker breaches a material provision of this Agreement or commits a major offense.

(b) This Agreement may be terminated by either party for any reason provided the terminating party provides 30 days written notice to the non-terminating party.

(c) This Agreement will terminate if and when the Market Maker's crypto.com | Derivatives North America Membership terminates.

## 11 AMENDMENTS

This Agreement, and any Appendix thereto, may be amended from time to time by crypto.com | Derivatives North America with at least 10 business days' notice to the Market Maker. Market Maker's Designated Classes may be amended from time to time by agreement of the Parties.

## MARKET MAKER

Signed for and on behalf of Market Maker:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 12 WAIVER OF COMPLIANCE

Any failure of a party to comply with any obligation herein may be expressly waived in writing by the other party to this Agreement, but such waiver or failure to insist upon strict compliance with such obligation shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

## 13 MANDATORY ARBITRATION

Any controversy or claim arising out of or in connection with this Agreement or the performance or breach hereof, or relating to designation as a Market Maker, including any claim against crypto.com | Derivatives North America, the crypto.com | Derivatives North America settlement bank, or any other crypto.com | Derivatives North America Member or Market Maker, shall be settled by arbitration as set forth in the crypto.com | Derivatives North America Rules.

## 14 CHOICE OF LAW

**THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND ALL DISPUTES HEREUNDER SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS AS APPLIED TO CONTRACTS MADE AND TO BE PERFORMED IN ILLINOIS, WITHOUT APPLYING CONFLICT OF LAW RULES.**

**By signing this Agreement, Market Maker accepts full responsibility for having knowledge of and adhering to all rules and regulations governing crypto.com | Derivatives North America.**

**NORTH AMERICAN DERIVATIVES EXCHANGE, INC.  
D/B/A CRYPTO.COM | DERIVATIVES NORTH  
AMERICA**

Signed for and on behalf of North American Derivatives Exchange, Inc.:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX A

## Contents

<a href="#">Market Maker – Appendix A</a>	6
<a href="#">Market Maker Fee Schedule &amp; Position Limits</a>	7
<a href="#">Binary Options &amp; Event Contracts – Rules and Obligations</a>	8
<a href="#">Binary Options – Foreign Currencies (Forex)</a>	8
<a href="#">Binary Options – Commodities</a>	9
<a href="#">Binary Options – Indices</a>	9
<a href="#">Binary Options – Cryptocurrencies</a>	10
<a href="#">Event Contracts</a>	11
<a href="#">Industry Event – Live Presentations – NAICS 711 Table</a>	12
<a href="#">Call Spreads – Rules and Obligations</a>	13
<a href="#">Call Spreads – Foreign Currency (Forex)</a>	13
<a href="#">Call Spreads – Commodities</a>	13
<a href="#">Call Spreads – Indices</a>	14
<a href="#">Touch Brackets – Rules and Obligations</a>	15
<a href="#">Touch Brackets – Foreign Currency (Forex)</a>	15
<a href="#">Touch Brackets – Commodities</a>	15
<a href="#">Touch Brackets – Indices</a>	15
<a href="#">Touch Brackets – Cryptocurrencies</a>	16
<a href="#">Exemptions</a>	17



## APPENDIX A

---

### Market Maker – Appendix A

**DESIGNATED CLASSES** – THIS APPENDIX A ACCOMPANIES THE NADEX MARKET MAKER AGREEMENT.

Market Maker/Member Name:

Market Maker/Member Username:

The following is a list of the Designated Classes for which the above-named Member has requested to be assigned as a Market Maker and the Defined Spread and Defined Size applicable to the Designated Classes in accordance with Chapter 4 of the Nadex Rulebook and this Market Maker Agreement.

In regard to all products, a Market Maker will not be deemed to have violated the maximum defined spread obligation in the event the maximum bid/ask spread is exceeded as the result of the adjustment of a Post-Only (Price Adjustment) quote by the Exchange. If a Market Maker submits a cancel rather than a post adjusted price, the Market Maker is relieved of their quoting requirements in that particular contract until the Market Maker's quotes are no longer needed to be post adjusted.

Market Maker shall make a good faith best effort to price equivalent markets in the Nadex Demo/Practice environment but will not be held to the maximum Defined Spread and minimum Defined Size requirements set forth in this Appendix.

A quote that has been executed partially or in full shall be replenished to the Defined Size as soon as reasonably practical, as determined by Nadex.

Market Maker will not be deemed to have violated the maximum defined spread obligation in any product if the maximum bid/ask spread was exceeded for a duration of less than \*\* seconds, or if in the reasonable opinion of Nadex the maximum bid/ask spread was exceeded as the result of underlying market illiquidity, underlying market volatility, if the maximum bid/ask spread was exceeded during a period in which the relevant underlying market quote spreads were experiencing wider than normal bid / offer quote spreads in the relevant underlying market or if the underlying market in the binary products, in the reasonable opinion of Nadex, is considered at-the-money, within one minute prior to contract expiration.



## APPENDIX A

### Market Maker Fee Schedule & Position Limits

Market Maker Fee Schedule & Position Limits					
Product	Designated Classes	Contract Value	Trade Execution Fees (Per Contract)	ITM Settlement Fees (Per Contract)	Position Limits
Binary Option/Event Contract	All markets	\$1			
Binary Option/Event Contract	All markets	\$10			
Binary Option/Event Contract	All markets	\$100			
Call Spread	All markets	Variable			
Touch Bracket (Knock-out)	All markets	Variable			





## APPENDIX A

## Binary Options &amp; Event Contracts – Rules and Obligations

The Market Maker Rules and Obligations outlined below apply to the Binary Option and Event Contracts with a total contract value of \$10.00.

## Binary Options – Foreign Currencies (Forex)

Designated Classes			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets <sup>1</sup>	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Binary Option	Forex: AUD/JPY, AUD/USD, EUR/GBP, EUR/JPY, EUR/USD, GBP/JPY, GBP/USD, USD/CAD, USD/CHF, USD/JPY, USD/MXN	Intraday (2-Hour), Daily, and Weekly	Two (2) minutes prior to expiration	See section 4(a)(iv) – Illiquid Markets footnote	**% <sup>2</sup>	** contracts per side <sup>3</sup>
Binary Option	Forex: AUD/USD, EUR/JPY, EUR/USD, GBP/JPY, GBP/USD, USD/CAD, USD/JPY	Intraday (5-Minute)	One (1) minute prior to expiration	See section 4(a)(iv) – Illiquid Markets footnote	**% <sup>4</sup>	** contracts per side <sup>5</sup>

<sup>1</sup> Illiquid markets apply to all Forex Binary Option contracts between the hours of 2:00PM ET and 3:00AM ET and as determined by Nadex from time to time and posted on Nadex's website. During illiquid market hours, during the last five minutes of trading in all FX Intraday (2-hour), Daily, and Weekly contracts, Market Makers are allowed to decrease their minimum quote size to \*\* lots per side, and no minimum defined size requirement applies to Intraday FX (5-minute) contracts. Any quoting by Market Makers during illiquid market hours must comply with the maximum defined spread.

<sup>2</sup> Market Makers may widen the maximum spread to \*\*% during the last 15 minutes prior to the expiration of that contract, or as otherwise defined in the Market Maker Agreement. Market Maker is not required to submit quotes during Suspension or certain Modification Events, however, any quoting during this time must comply with the obligations as defined in the Market Maker Agreement and this Appendix.

<sup>3</sup> During the last five minutes of trading, Market Makers are allowed to decrease their minimum quote quantity to \*\* lots per side.

<sup>4</sup> Not required to quote a two-sided market for first 30 seconds and last 30 seconds of each 5-Minute contract listing; during the last 60 seconds if two-sided quotes are submitted, the maximum defined spread is increased to \*\*%. If a Market Maker holds a position of \*\* contracts (\*\* contracts during Illiquid Market hours), net long or short, in any 5-minute Foreign Currency Binary contract, Market Maker will not be required to adhere to the maximum Defined Spread, two-sided market quotes or minimum Defined Size obligations.

<sup>5</sup> No minimum size requirement for first 30 seconds and last 30 seconds of Intraday (5-minute) contracts.





## APPENDIX A

## Binary Options – Commodities

Designated Classes			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Binary Option	Commodities: Gold, Silver, Crude Oil, Natural Gas	Intraday 2-Hour, Daily, and Weekly	Two (2) minutes prior to expiration	Not applicable	**%	** contracts per side

## Binary Options – Indices

Designated Classes			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Binary Option	Indices: US 500, US Tech 100, Wall Street 30, US SmallCap 2000, Japan 225	Intraday 2-Hour, Daily, and Weekly	Two (2) minutes prior to expiration	Not applicable	**%	** contracts per side
Binary Option	Indices: US 500, US Tech 100, Wall Street 30, US SmallCap 2000	Intraday 20-Minute	One (1) minute prior to expiration	Not applicable	**%	** contracts per side



## APPENDIX A

## Binary Options – Cryptocurrencies

Designated Classes <sup>6</sup>			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Binary Option	Cryptocurrency: BTC/USD, ETH/USD	Intraday (5-Minute)	One (1) minute prior to expiration	Not applicable	**%	** contracts per side
Binary Option	Cryptocurrency: AVAX/USD, BTC/USD, BCH/USD, BONK/USD, ADA/USD, LINK/USD, CRO/USD, DOGE/USD, ETH/USD, FLOKI/USD, HBAR/USD, LTC/USD, PEPE/USD, DOT/USD, SHIB/USD, SOL/USD, XLM/USD, XRP/USD	Intraday (20-Minute, 2- Hour)	Intraday (20- Minute): One (1) minute prior to expiration  Intraday (2-Hour): Two (2) minutes prior to expiration	Not applicable	**%	** contracts per side

<sup>6</sup> Market Makers are not required to quote a minimum defined size nor quote a two-sided market for first 30 seconds and last 30 seconds of all Intraday (5-minute, 20-minute, and 2-Hour) contracts; during the last 60 seconds if two-sided quotes are submitted, the maximum defined spread is increased to \*\*%.

During the last 2 minutes of trading in any Intraday (5-minute, 20-minute, and 2-Hour) contracts, Market Makers are allowed to decrease their minimum quote quantity to \*\* lots per side. Any quoting by Market Maker must comply with the maximum Defined Spread.

If a Market Maker holds a position of \*\* contracts, net long or short, in any Intraday (5-minute, 20-minute, and 2-Hour) contracts, Market Makers will not be required to adhere to the maximum Defined Spread, minimum Defined Size, or quote two-sided markets.

Market Makers will not be required to price a two-sided market and will be permitted to reduce its size below the Defined Size (including to 0) that is so deep in-the-money as to be valued at \$10 offer or so deep out-of-the money as to be valued at \$0 bid. Specifically, when the Market Maker's bid is within the maximum spread of the ceiling or the Market Maker's offer is within the maximum spread of the floor.

# APPENDIX A

## Event Contracts

The Market Maker Rules and Obligations outlined below apply to the Binary Option and Event Contracts with a total contract value of \$1.00.

Designated Classes <sup>7</sup>			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Event Contract	Industry Event - Live Presentations - NAICS 711 <sup>8</sup>	Daily, Weekly, and Monthly	Ten (10) seconds leading up to the start of and during the underlying Industry Event.	Not applicable	See Industry Event - Live Presentations - NAICS 711 table	See Industry Event - Live Presentations - NAICS 711 table
Event Contract	Economic Events <sup>9</sup>	Daily, Weekly, and Monthly	Two (2) minutes prior to expiration	Not applicable	**%	** contracts per side
Event Contract	Political Events <sup>10</sup>	Daily, Weekly, and Monthly	Two (2) minutes prior to expiration	Not applicable	**%	** contracts per side
Event Contract	Culture Events <sup>11</sup>	Daily, Weekly, and Monthly	Two (2) minutes prior to expiration	Not applicable	**%	** contracts per side

<sup>7</sup> If a Market Maker holds a position of \*\* contracts, net long or short, in any Event Contract, the Market Maker will not be required to adhere to the Maximum Defined Spread, Minimum Defined Size obligations, or quote two-sided markets.

Market Makers will not be required to price a two-sided market and will be permitted to reduce its size below the Defined Size (including to 0) that is so deep in-the-money as to be valued at \$1 offer or so deep out-of-the money as to be valued at \$0 bid. Specifically, when the Market Maker's bid is within the maximum spread of the ceiling or the Market Maker's offer is within the maximum spread of the floor.

A Market Maker is not required to quote any Event Contract in which the Market Maker determines it's necessary to have a third-party hedging venue to support a listed market, but none is available, or the liquidity is insufficient to appropriately hedge their risk.

<sup>8</sup> Industry Event – Live Presentations – NAICS 711 include, but are not limited to, the following underlying markets: Basketball, Football, Soccer, Hockey, Golf, Tennis, Baseball, Motorsports, and Combat Sports.

<sup>9</sup> Economic Events include, but are not limited to, the following underlying markets: Consumer Price Index, Non-Farm Payroll, Unemployment Rate, Fed Funds Rates, ECB Interest Rates, and Jobless Claims.

<sup>10</sup> Political Events include, but are not limited to, the following underlying markets: US Presidential Election, Poland Presidential Election, Party Control of Congress, and Democratic or Republican Presidential nominee.

<sup>11</sup> Culture Events include, but are not limited to, the following underlying markets: Grammy Winners, Oscar Winners, Rotten Tomatoes Film Scores, Billboard and Charts Rankings, and Album of the Year.

## Industry Event – Live Presentations – NAICS 711 Table

Industry Event - Live Presentations - NAICS 711			
Pre-Event		During Event	
Maximum Defined Spread	Minimum Defined Size	Maximum Defined Spread	Minimum Defined Size
**%	**	**%	**



## APPENDIX A

## Call Spreads – Rules and Obligations

## Call Spreads – Foreign Currency (Forex)

Designated Classes			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Call Spreads	Forex: AUD/JPY, AUD/USD, EUR/GBP, EUR/JPY, EUR/USD, GBP/JPY, GBP/USD, USD/CAD, USD/CHF, USD/JPY	Intraday (2-Hour, 5-Hour, 8-Hour), Daily, and Weekly	Two (2) minutes prior to expiration	Not applicable	** ticks	Weekly and Daily: ** contracts per side  8-Hour, 5-Hour: ** contracts per side  Intraday 2-Hour: ** contracts per side

## Call Spreads – Commodities

Designated Classes			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Call Spread	Commodity: Gold	Intraday (2-Hour, 5.5-Hour), Daily (Wide, Narrow)	Two (2) minutes prior to expiration	Not applicable	** ticks	** contracts per side
Call Spread	Commodity: Silver	Intraday (2-Hour, 5.5-Hour), Daily (Wide, Narrow)	Two (2) minutes prior to expiration	Not applicable	** ticks	** contracts per side
Call Spread	Commodity: Crude Oil	Intraday (2-Hour, 6.5-Hour), Daily (Wide, Narrow)	Two (2) minutes prior to expiration	Not applicable	** ticks	** contracts per side
Call Spread	Commodity: Natural Gas	Intraday (2-Hour, 6.5-Hour), Daily (Wide, Narrow)	Two (2) minutes prior to expiration	Not applicable	** ticks	** contracts per side



## APPENDIX A

### Call Spreads – Indices

Designated Classes			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Call Spread	Indices: US 500, Wall Street 30, US SmallCap 2000	Intraday (2-Hour) Daily (8-Hour or 8.25 Hour, Narrow and Wide)	Two (2) minutes prior to expiration	Not applicable	** ticks	** contracts per side
Call Spread	Indices: US Tech 100	Intraday (2-Hour) Daily (8-Hour or 8.25 Hour, Narrow and Wide)	Two (2) minutes prior to expiration	Not applicable	** ticks	** contracts per side
Call Spread	Indices: Japan 225	Daily (Wide and Narrow)	Two (2) minutes prior to expiration	Not applicable	** ticks	** contracts per side

## APPENDIX A

### Touch Brackets – Rules and Obligations

#### Touch Brackets – Foreign Currency (Forex)

Designated Classes <sup>12</sup>			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Touch Bracket (Knock-out)	Forex: AUD/JPY, AUD/USD, EUR/GBP, EUR/JPY, EUR/USD, GBP/JPY, GBP/USD, USD/CAD, USD/CHF, USD/JPY	Weekly or when floor/ceiling touched	Thirty (30) seconds prior to expiration	Not applicable	** ticks	** contracts per side

#### Touch Brackets – Commodities

Designated Classes <sup>12</sup>			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Touch Bracket (Knock-out)	Commodities: Gold, Silver, Crude Oil, Natural Gas	Weekly or when floor/ceiling touched	Thirty (30) seconds prior to the expiration	Not applicable	** ticks	** contracts per side

#### Touch Brackets – Indices

<sup>12</sup> If a Market Maker holds a position of \*\* contracts, net long or short, in any Touch Bracket Contract, the Market Maker will not be required to adhere to the maximum Defined Spread, minimum Defined Size obligations, or quote two-sided markets.

Market Maker is relieved of quoting obligations if the Index Value for any Cryptocurrency Touch Bracket is within \*\* ticks of the Contract Cap or Floor. Market Maker is relieved of quoting obligations if the Index Value for any other Touch Bracket Contract is within \*\* ticks of the Touch Bracket Contract Cap or Floor.

A Market Maker is allowed to submit a one-sided quote during the period when the Index Value for any Cryptocurrency Touch Bracket is within \*\* ticks, or if the Index Value for any other Touch Bracket Contract excluding Cryptocurrency contracts is within \*\* ticks, of the Touch Bracket Contract Cap or Floor; however, the bid or offer quote must be within the Maximum quote spread from the floor or ceiling for that given contract.





## APPENDIX A

Designated Classes <sup>12</sup>			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Touch Bracket (Knock-out)	Indices: US 500, US Tech 100, Wall Street 30, US SmallCap 2000	Weekly or when floor/ceiling touched	Thirty (30) seconds prior to expiration	Not applicable	US Tech 100: ** ticks All other Indices: ** ticks	** contracts per side

## Touch Brackets – Cryptocurrencies

Designated Classes <sup>12</sup>			Section 4(a)(i) - Expiry Period	Section 4(a)(iv) - Illiquid Markets	Maximum Defined Spread	Minimum Defined Size
Product	Underlying	Duration				
Touch Brackets (Knock-out)	Cryptocurrency: AVAX/USD, BTC/USD, BCH/USD, BONK/USD, ADA/USD, LINK/USD, CRO/USD, DOGE/USD, ETH/USD, FLOKI/USD, HBAR/USD, LTC/USD, PEPE/USD, DOT/USD, SHIB/USD, SOL/USD, XLM/USD, XRP/USD	Weekly or when floor/ceiling touched	Thirty (30) seconds prior to expiration	Not applicable	BTC/USD: ** ticks All other pairs: ** ticks	** contracts per side

## Exemptions

Exemptions	Product/Time	Exemption Duration
TBD	TBD	TBD



## APPENDIX A

---

**MARKET MAKER**

*Signed for and on behalf of Market Maker:*

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTH AMERICAN DERIVATIVES EXCHANGE, INC.**

*Signed for and on behalf of NADEX:*

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_