



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 (each, a “Designated Class”, and collectively, the “Designated Classes”).

(d) In its sole discretion, crypto.com | Derivatives North America shall have the right, to monitor Market Maker’s trading and market making activity in the Designated Classes to ensure compliance with the terms of this Agreement

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

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(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) **Generally.** crypto.com | Derivatives North America and Market Maker each acknowledges that it

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may receive confidential or proprietary information belonging to the other party relating to such party's business or the performance of its obligations hereunder. All such information, together with the terms of this Agreement (including, with respect to Market Maker, the existence, identity, size or volume of any trade, transaction or position of Market Maker) and all material correspondence or other information exchanged between the parties in connection with the negotiation of this Agreement and the development of the arrangement between them, is collectively referred to in this Agreement as "Confidential Information." Each party agrees to maintain the confidentiality of Confidential Information belonging to the other party, and each party agrees to use such Confidential Information only in connection with the arrangement set forth in this Agreement and for appropriate regulatory and surveillance purposes, as applicable and as set forth in crypto.com | Derivatives North America's Rules. The requirements of this Section 5 shall survive the termination of this Agreement for any reason.

(b) **Exclusions.** Confidential Information shall not include any information that (a) was known to the receiving party prior to its receipt of such information from the disclosing party, or becomes rightfully known to the receiving party other than as a result of the relationship between the parties established by this Agreement, (b) is or becomes public through means not in violation of this Agreement, (c) is disclosed to the receiving party by a third party with the right to so disclose such information without restriction, or (d) is independently developed by the receiving party without use of any confidential or proprietary information of the disclosing party.

(c) **Disclosures Required by Law.** Notwithstanding anything in this Section 5 to the contrary, each party may disclose Confidential Information received by it to the extent required by a valid subpoena or other order of court, law or other regulation, or to the extent required or requested by any governmental or regulatory authority with jurisdiction, or to the extent required by any information sharing agreement with or rule of any self-regulatory body with jurisdiction, provided that, in any such case, the receiving party shall use reasonable efforts to secure confidential treatment of the information so disclosed.

6 REPRESENTATIONS AND WARRANTIES

Market Maker represents and warrants that, as of the Effective Date and throughout the Term:

(a) It has full power and authority (corporate and otherwise) to execute and deliver this Agreement and to perform its obligations under this Agreement.

(b) This Agreement has been duly and validly authorized, executed and delivered on its behalf and constitutes a valid, binding and enforceable agreement in accordance with its terms. The individual executing and delivering this Agreement has full power and authority to do so on its behalf.

(c) The execution and delivery of this Agreement, the incurrence of the obligations set forth therein and the consummation of the transactions contemplated herein will not constitute a breach of, or default under (i) its organizational documents, any agreement or instrument by which it is bound, or (ii) any order, law, rule or regulation applicable to it.

(d) The information concerning Market Maker, its principals and all other information set forth in its application to participate in the liquidity program described herein is true, correct and complete in all material respects as of the date upon the date the application was submitted to crypto.com | Derivatives North America. Market Maker agrees promptly to notify crypto.com | Derivatives North America in writing of any material changes with respect to any such information.

7 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.

8 INCENTIVE PROGRAMS

crypto.com | Derivatives North America may approve the implementation of market maker or incentive programs (each individually a "Program" or collectively, "Programs") from time to time or modifications to existing Programs. If the Market Maker is accepted into a Program, the Market Maker must comply with all applicable Program terms and conditions, exchange Rules and exchange policies, including all amendments thereto.

9 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.

10 ERRORS

Errors may occur on the exchange. In the event of (i) technology errors, (ii) system errors, and/or (iii) other errors (as determined by the exchange in its sole discretion after reasonable investigation), a position that has been established as a result of one or more of the foregoing errors (or the profits resulting from the execution and clearing of the relevant trades) must be placed in an account of the Market Maker. Any profits resulting from (i) the liquidation of such positions in such account and/or (ii) the execution and clearing of trades in connection with such error shall belong to and be subject to clawback by crypto.com | Derivatives North America, after reasonable investigation by the exchange. If the Market Maker disagrees with crypto.com | Derivatives North America's investigation or clawback of profits relating to such error, it may conduct arbitration in accordance with Section 16 of this Agreement. For the avoidance of doubt, errors remain subject to the limitation of liability provisions as set forth in the crypto.com | Derivatives North America Rules.

11 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.

12 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 13 of this Agreement.

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13 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.

14 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.

15 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.

16 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.

17 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

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CONTRACTS MADE AND TO BE PERFORMED IN ILLINOIS, WITHOUT APPLYING CONFLICT OF LAW RULES.

18 MISCELLANEOUS

(a) **Delisting of Products.** If crypto.com | Derivatives North America, in its sole discretion, delists a Designated Class or any contract expirations of any Designated Class, crypto.com | Derivatives North America shall provide Market Maker with notice of such decision and such contract shall no longer be deemed a Designated Class within the meaning of this Agreement following delisting.

(b) **Limitation of Liability.** In the event of a breach of this Agreement, the entire liability of the breaching party and the exclusive remedy of the non-breaching party will be termination of the Agreement as specified in Section 13.1 (excluding, for the avoidance of doubt, errors and the related clawback as described in Section 10). Neither party, nor its partners, directors, officers, employees, or agents will be liable to the other party, or to any third party, for any damages, whether actual, indirect, incidental, special or consequential, of any type whatsoever, arising out of or relating in any manner to this Agreement, the termination of this Agreement, or the performance or non-performance of the parties' respective obligations hereunder.

(c) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding, and supersedes any and all prior agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof, including, without limitation, the application to become a Market Maker.

[SIGNATURE PAGE FOLLOWS]

MARKET MAKER

Signed for and on behalf of Market Maker:

By: _____

Print Name: _____

Title: _____

Date: _____

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: _____