



# HighBlock Limited

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## Trading Rules

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## SECTION 1. INTERPRETATION

Unless otherwise indicated by the context:

- (a) headings in these Trading Rules (defined below) are for convenience only, and do not affect the interpretation of these Trading Rules;
- (b) words importing the singular include the plural and vice versa, and words importing the masculine, feminine or neuter gender include any gender;
- (c) a reference to these Trading Rules includes any document that is ancillary to these Trading Rules, or any agreement or other legally enforceable arrangement created by or under these Trading Rules;
- (d) a reference to these Trading Rules includes any consolidations, amendments, re-enactments or replacements thereof;
- (e) the meaning of general words is not limited by specific examples introduced by expressions such as, “including”, “for example”, “such as”, or other similar expressions, and the word “includes” or “including” as used in these Trading Rules shall be construed to mean “includes without limitation” or, as the case may be, “including without limitation”;
- (f) a reference to a “person” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority;
- (g) a reference to a particular person includes the person’s executors, administrators, successors, substitutes and assigns;
- (h) a reference to “law” includes common law, principles of equity and legislation (including ordinances, regulations, rules and by-laws) and includes any consolidations, amendments, re-enactments or replacements thereof;
- (i) a reference to “in writing” means in legible form capable of reproduction on paper, and includes electronic communication;
- (j) a reference to “material” includes the ability to affect the outcome of a decision or an application;
- (k) a reference to anything (including an amount) is a reference to the whole and each part of it;
- (l) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day; and
- (m) notwithstanding anything to the contrary, where any right of HighBlock Limited (“BitV”) (defined below) is specified to be at its “discretion”, it shall be construed to refer to the “sole, unfettered and absolute discretion” of BitV; any determination to be made by BitV or any exercise by BitV of any rights or entitlement may be made at the sole, unfettered and absolute discretion of BitV.

## SECTION 2. GENERAL

BitV operates a series of central order books that may be accessed by users (“Users”) of the Exchange via its automated trading service platform on the official website (“Exchange”). The following trading rules (“**Trading Rules**”) govern all orders placed on the Exchange. These Trading Rules should be read in conjunction with the terms and conditions outlined in Part 2A of the **Terms and Conditions**.

The terms and conditions applicable to the brokerage (OTC) services are set out separately in Part 2B of the **Terms and Conditions**.

## SECTION 3. TRADING RULES

### 3.1. Trading Hours

- 3.1.1. The Exchange generally operates 24 hours a day, 7 days a week.
- 3.1.2. There may be occasions when BitV needs to perform maintenance on the Exchange, including routine or scheduled maintenance. During such times, or in other circumstances where the marketplace or market conditions for a particular Virtual Asset are disrupted or behave unusually, BitV may, at its sole discretion, adjust the trading hours from time to time.

### 3.2. Trading Channels

- 3.2.1. BitV provides the following trading channels:
  - (a) Exchange trading - the online trading portal operated by BitV; and
  - (b) Application Programming Interface (API) - provided by BitV to facilitate automated trading.

### 3.3. Trading Pairs

- 3.3.1. BitV operates a spot market for the trading pairs available on the Exchange. BitV may, at its discretion, add or remove trading pairs from time to time. Users will typically be notified via email and/or system notification on the Exchange—generally no later than thirty (30) days prior to the removal of a trading pair and seven (7) days prior to the addition of a new trading pair.

### 3.4. Order Types

- 3.4.1. BitV provides the following order types (collectively, “Orders”):
  - (a) Limit Order
    - (i) Definition – An Order in which the User specifies a quantity of a Virtual Asset to buy or sell at a designated price. The order will only be executed at the specified price or at a more favorable price.

- (ii) Time limit – A Limit Order remains active under a good-till-cancelled (“GTC”) time frame. It shall stay pending until either (a) cancelled by the User; or (b) cancelled by the Exchange. The order may be executed at any time before it is cancelled.
  - (iii) Fat finger control – The limit price specified by a User is subject to fat finger control\*. For a Limit Buy Order, the limit price cannot exceed the prevailing best ask price by more than 30%. For a Limit Sell Order, the limit price cannot be lower than the prevailing best bid price by more than 30%. If the limit price falls outside these thresholds, the User will be unable to place the order.
- (b) Market Order
- (i) Definition – An Order in which the User can buy or sell a specified quantity of a virtual asset at the prevailing bid or ask price. The actual execution price may differ from the nominal price at the time the order is placed, particularly for Virtual Assets with low liquidity.
  - (ii) Time and Range limit –The system will attempt to execute a Market Order once only, matching it within a price difference between adjacent price levels shall not exceed 5%\*. Any portion of the Market Order that remains unfilled after this attempt will be automatically cancelled. Users are advised to check the order status to confirm whether the Market Order has been fully executed or cancelled.

*\*The system references, on a real-time basis, the average price from no fewer than seven external exchanges to ensure that User order prices do not materially deviate from prevailing market levels. This control is particularly relevant where internal market data is unavailable, such as during trading resumption following system maintenance or upgrades.*

### 3.5. Order Placement

- 3.5.1. A User may trade a Virtual Asset only if their risk tolerance level, as determined by the results of the risk profiling questionnaire, aligns with the product risk rating of the relevant Virtual Asset. For example, if a Virtual Asset is classified as high risk, only Users with a risk tolerance level of “High” are permitted to trade that Virtual Asset on the Exchange.
- 3.5.2. A User must have a sufficient available balance of the relevant Virtual Asset or fiat currency in their Exchange account to cover the total value of the Order before it can be accepted.
- 3.5.3. A User may buy Virtual Assets on the Exchange only if the total proportion of their investment in Virtual Assets, including the Buy Order to be executed, does not exceed the Position Limit. The Position Limit is a percentage cap set by BitV on all Users, restricting the maximum portion of a User’s declared net worth that can be held in Virtual Assets on the Exchange. The current Position Limit is 30% for Professional Investors (“PI”) and 15% for retail clients. BitV may revise these limits from time to time, and any changes will be communicated to all Users in advance via email and system notifications on the Exchange.
- A User must make a self-declaration confirming that the total proportion of their investment in Virtual Assets, including the Buy Order to be executed, does not exceed the Position Limit before the Buy Order can be placed. The system will reject the Buy Order if it detects that the Position Limit would be exceeded. Sell Orders are not subject to a Position Limit.
- 3.5.4. All Orders on the Exchange are subject to the minimum and maximum limits on quantity, price, and value as specified in Schedule 1. BitV may periodically update these limits to reflect current market conditions.

3.5.5 Users are not permitted to place any Order that would result in self-execution, meaning a scenario in which the same User would be on both sides of the trade, or a trade in which there is no transfer of beneficial ownership.

If two Orders from the same User (or beneficial owner) would result in self-execution, whether fully or partially, the Taker Order (as defined in 3.9) will not be accepted and will be automatically cancelled by the system. The original Maker Order will remain open.

### 3.6. Order Priority

3.6.1. Orders shall be executed in accordance with the following price-time priority:

- (a) Price – The Exchange shall first execute the buy Order with the highest bid price and the Sell Order with the lowest ask price.
- (b) Time – If Orders are placed at the same price, the Exchange shall first execute the Order with the earlier timestamp.

### 3.7. Deposit Limits and Fees

3.7.1. The minimum and maximum deposit limits for virtual asset and fiat currency are set out in the **Fee Schedule** and may be revised from time to time.

3.7.2. There are no fees for virtual asset or fiat currency deposit.

### 3.8. Withdrawal Limits and Fees

3.8.1. The minimum and maximum withdrawal limits for virtual asset and fiat currency are set out in the **Fee Schedule** and may be revised from time to time.

3.8.2. The fees for virtual asset or fiat currency withdrawal are set out in the **Fee Schedule**.

### 3.9. Exchange Trading Fees

3.9.1. A Maker Order refers to an Order that is not matched immediately against an Order already on the order book, and which adds liquidity.

3.9.2. A Taker Order refers to an Order that is matched immediately against an Order already on the order book, and which removes liquidity.

3.9.3. The fees are calculated as a percentage of the Order amount, and if the Order is:

- (a) A buy Order, the fees are charged on the base asset (e.g., if you are buying BTC with USD, the fees are charged on the amount of BTC being bought);
- (b) A sell Order, the fees are charged on the quote asset (e.g., if you are selling BTC for USD, the fees are charged on the amount of USD being received); and
- (c) An Order partially filled as a Taker Order and partially as a Maker Order, a Taker Fee is charged for the part immediately traded whereas a Maker Fee will be charged when the waiting part is filled.

3.9.4. The Maker Fee and Taker Fee are set out in the **Fee Schedule** that may be revised from time to time.

### 3.10. Order Confirmation

3.10.1. Users must check the Order details before posting the Order to the Exchange. Once the Order is executed, it is final and irrevocable.

3.10.2. Users may cancel an Order at any time before the execution of the Order. Users cannot modify the Order after the placement of such Order.

### 3.11. Trade Confirmation

3.11.1. Once the Order is executed, whether partially or fully, the Exchange shall settle the trade immediately by debiting and crediting the relevant amount of virtual asset or fiat currency in the Users' Exchange account.

3.11.2. BitV will promptly issue a written confirmation by email to the User with the following information of the said Order:

- (a) Name of the virtual asset;
- (b) Amount or value of the Order; and
- (c) Fees, charges and exchange rate for the Order borne by the User.

### 3.12. Application Programming Interface (API)

3.12.1. The terms and conditions applicable to API are set out in Part 3 of the **Terms and Conditions**.

## SESSION 4. UNAVAILABILITY OF SERVICE

### 4.1. Routine Maintenance and Scheduled Maintenance

4.1.1. BitV will temporarily halt or suspend virtual asset service to Users due to routine maintenance of the Exchange. Routine maintenance is scheduled usually from 8.00 am to 12.00 pm Hong Kong time on the second Tuesday of each month or any other time announced by BitV.

4.1.2. BitV may temporarily halt or suspend virtual asset service to Users due to other reasons that BitV, at its sole discretion, considers a temporarily halt or suspension to be necessary.

4.1.3. BitV will notify all Users through email to the Users and/or system notification on the Exchange at least three (3) days in advance of the scheduled downtime. The notification will include the details of (i) halt or suspension start and end time; (ii) affected virtual assets; (iii) affected service and (iv) treatment of outstanding Orders on the Exchange and other instructions (if applicable).

4.1.4. Unless otherwise specified, all outstanding Orders on the Exchange (i.e. Orders placed but not being executed before the commencement of the scheduled downtime) will be cancelled by us immediately after the commencement of the scheduled downtime.

- 4.1.5. If the end time of the scheduled downtime cannot be reasonably estimated by BitV, the Users will be notified as soon as practicable by email and/or system notification on the Exchange upon resumption of service.

## 4.2. **Unscheduled Events**

- 4.2.1. BitV may not be able to provide virtual asset service to Users due to unexpected, emergency events or any other events that is not objectively reasonably foreseeable by and not within the control of BitV, including but not limited to a Force Majeure Event.

- 4.2.2. In case of an unscheduled halt or suspension of virtual asset service:

- (a) BitV will issue an announcement as soon as practicable upon the halt or suspension through email to the Users, system notification on the Exchange or other communication channels, e.g. social media channels of BitV;
- (b) Announcement will be made as soon as practicable upon resumption of service through email to the Users, system notification on the Exchange or other communication channels, e.g. social media channels of BitV; and
- (c) Notification that includes the details of (i) halt or suspension start and end time; (ii) affected virtual assets; (iii) affected service and (iv) treatment of outstanding Orders and other instructions (if applicable) will be sent to all Users by email and/or system notification on the Exchange.

- 4.2.3. Unless otherwise specified, all outstanding Orders on the Exchange (i.e. Orders placed but not being executed before the halt or suspension start time) will be cancelled by us before the resumption of service.

## SESSION 5. **INFORMATION DISCLOSURE**

- 5.1. Apart from those disclosed in the Risk Disclosure Statement in Part 4 of the **Terms and Conditions**, Users are also advised of the following risks:

- (a) Virtual assets are highly risky and you should exercise caution in relation to such products;
- (b) Virtual assets may or may not be considered as “property” under the law, and such legal uncertainty may affect the nature and enforceability of your interest in such virtual assets;
- (c) The offering documents or product information provided by the issuer may not have been subject to scrutiny by any regulatory body;
- (d) The protection offered by the Investor Compensation Fund of Hong Kong does not apply to transactions involving virtual assets (irrespective of the nature of the virtual assets);
- (e) Virtual assets are not legal tender, i.e. they are not backed by the government or authorities;
- (f) Transactions involving virtual assets may be irreversible and losses due to fraudulent or accidental transactions could be irrecoverable;
- (g) The value of a virtual asset may be derived from the continued willingness of market participants to exchange fiat currency for the virtual asset. This means the value of a particular virtual asset may be completely and permanently lost if the market for that virtual asset vanishes. There is no assurance that a person who accepts a virtual asset as payment today will continue to do so in the future;

- (h) Volatility and unpredictability of the price of a virtual asset relative to fiat currencies are high. This could result in significant losses over a short period of time;
- (i) Legislative and regulatory changes may adversely affect the use, transfer, exchange and value of virtual assets;
- (j) Some virtual asset transactions may be deemed to be executed only when recorded and confirmed by the Exchange, which may not necessarily be the time at which the User initiates the transaction;
- (k) The nature of virtual assets exposes them to an increased risk of fraud or cyberattack; and
- (l) The nature of virtual assets means that any technological difficulties experienced by BitV may prevent Users from accessing their virtual assets.

## SESSION 6. ACCOUNT ADMINISTRATION AND MAINTENANCE

- 6.1. Please refer to Section 7 of Part 1 of the **Terms and Conditions**.

## SESSION 7. MARKET MAKER ARRANGEMENT

- 7.1. Scope of Service - Market Maker may enter Market Making Orders and conclude trades on the Exchange for its own account to improve the liquidity and spread in a virtual asset subject to market making.
- 7.2. Eligibility and Due Diligence – A registered User who has a track record of virtual asset trading may apply to BitV to be a Market Maker. BitV will assess the suitability of such candidate, including but not limited to reviewing the trading record. If BitV is satisfied with the due diligence result, it will grant the permission to such candidate to be a Market Maker.
- 7.3. Obligations of Market Makers - Market Makers shall be obliged to (a) enter two-sided Market Making Orders into the Exchange in no less than the minimum quote size and each within the maximum spread; and (b) maintain such Orders for a minimum period of time as specified by BitV in an agreement with the Market Maker.
- 7.4. Order Priority – Market Maker Orders and Orders placed by any User shall be executed according to the same priority as in 3.6.

## SCHEDULE 1. SPOT TRADING PARAMETERS

Trading Pairs	Order Size Per Order*	Order Value Per Order*
▪ BTC / USD	<ul style="list-style-type: none"> <li>▪ Min: 0.0003 BTC</li> <li>▪ Max: 3 BTC</li> </ul>	<ul style="list-style-type: none"> <li>▪ Min: 10 USD</li> <li>▪ Max: 300,000 USD</li> </ul>
▪ BTC / USDT	<ul style="list-style-type: none"> <li>▪ Min: 0.0003 BTC</li> <li>▪ Max: 3 BTC</li> </ul>	<ul style="list-style-type: none"> <li>▪ Min: 10 USD</li> <li>▪ Max: 300,000 USDT</li> </ul>
▪ BTC / HKD	<ul style="list-style-type: none"> <li>▪ Min: 0.0003 BTC</li> <li>▪ Max: 3 BTC</li> </ul>	<ul style="list-style-type: none"> <li>▪ Min: 80 HKD</li> <li>▪ Max: 3,000,000 HKD</li> </ul>
▪ ETH / USD	<ul style="list-style-type: none"> <li>▪ Min: 0.005 ETH</li> <li>▪ Max: 50 ETH</li> </ul>	<ul style="list-style-type: none"> <li>▪ Min: 10 USD</li> <li>▪ Max: 300,000 USD</li> </ul>
▪ ETH / USDT	<ul style="list-style-type: none"> <li>▪ Min: 0.005 ETH</li> <li>▪ Max: 50 ETH</li> </ul>	<ul style="list-style-type: none"> <li>▪ Min: 10 USD</li> <li>▪ Max: 300,000 USDT</li> </ul>
▪ ETH / HKD	<ul style="list-style-type: none"> <li>▪ Min: 0.005 ETH</li> <li>▪ Max: 50 ETH</li> </ul>	<ul style="list-style-type: none"> <li>▪ Min: 80 HKD</li> <li>▪ Max: 3,000,000 HKD</li> </ul>
▪ USDT/ USD	<ul style="list-style-type: none"> <li>▪ Min: 10 USDT</li> <li>▪ Max: 300,000 USDT</li> </ul>	<ul style="list-style-type: none"> <li>▪ Min: 10 USD</li> <li>▪ Max: 300,000 USD</li> </ul>
▪ USDT / HKD	<ul style="list-style-type: none"> <li>▪ Min: 10 USDT</li> <li>▪ Max: 300,000 USDT</li> </ul>	<ul style="list-style-type: none"> <li>▪ Min: 80 HKD</li> <li>▪ Max: 3,000,000 HKD</li> </ul>

\* Subject to available balance