CLEAR TOKEN

ClearToken Depository Ltd

CT Settle – Rules

1 December 2025

ClearToken Depository Ltd

CT Settle - Rules

Chapter 1 – SCOPE AND STRUCTURE

1.1 These Rules govern the settlement services, CT Settle, provided by ClearToken Depository Limited ('CT Depository'), save where expressly stated to the contrary.

1.2 CT Depository may, from time to time, advise Participants of the introduction of new Services by way of Service Notification, and provide further information by way of Procedures.

1.3 Any Procedures or Service Notifications issued by CT Depository shall be governed by these Rules save where expressly stated to the contrary.

1.4 The Rules provide the overarching, binding obligations relating to the provision of settlement services provided by CT Depository. Amendments to the Rules shall require consultation with the Participants in accordance with the Rules.

1.5 For the avoidance of doubt, the Rules shall also include without limitation the Binding Participant Terms.

1.6 In the event of any dispute between the Rules and any Procedures or Service Notification, the Rules shall take precedence.

1.7 These Rules, as amended from time to time, are available on the ClearToken website.

Chapter 2 – DEFINITIONS

"Accepted"	means a Gross Transaction Obligation that has satisfied the Gross Transaction Obligation Data and been accepted by CT Depository for admittance into the Settlement System;
"Account"	means a settlement account established and maintained by CT Depository in respect of a Participant, in accordance with the Rules;
"Act of Misconduct"	means a breach of the Rules, Service Notifications or Procedures;
"Affected Party"	means whichever of CT Depository, or the Participant as is unable to perform any of its obligations arising out of, in connection with, or relating to the Rules as a result of a Force Majeure Event;
"Affiliate"	means, in relation to any person, a Subsidiary of that person or a Holding Company of such person or any other Subsidiary of such Holding Company;
"Alleged Act of Misconduct"	means an allegation of an Act of Misconduct as set out in Rule 8.1;
"Appeal Committee"	has the meaning set out in Rule 8.29;
"Applicable Law"	means: (a) all regional, national, international and supranational laws, Rules, regulations, standards and directions, including those imposed by any competent regulatory authority which apply from time to time to the person or activity; and/or (b) all other regulations applying to CT Depository, or a Participant and any binding Rules or non-binding guidance issued by a Regulator and/or a Regulator of a Participant;
"Applicable Regulations"	means all Applicable Law binding on CT Depository in the United Kingdom that governs, regulates or specifies in any way the manner in which CT Depository shall be required to make available and/or perform its obligations in providing Services to Participants;
"Applicant"	means any person that applies to CT Depository to become a Participant;
"Application Documentation"	means the standard form application documentation required by CT Depository to be submitted by each Applicant for Participant Status, in such revised or updated form that CT Depository may maintain from time to time;

"Approved Digital Asset Custodian"	means a Digital Asset Custodian approved by CT Depository as being eligible to deliver and receive the Underlying Assets under a Delivery Obligation;
"Approved Submission Organisation"	means a clearing venue or facility for the submission of Gross Transaction Obligations that is approved by CT Depository to submit Gross Transaction Obligations to the Settlement System;
"Authorised Representative"	means the representative appointed by the Participant in accordance with the Rules;
"Binding Participant Terms"	has the meaning set out in Rule 3.1;
"Board"	means the Board of Directors of CT Depository;
"Business Day"	means any day on which CT Depository is open for business to accept Gross Transaction Obligations;
"CCP"	means a Central Clearing House;
"CCP Participant"	means a category of Participant;
"CCP Participant Agreement"	means the agreement, and any other documentation, in the form prescribed by CT Depository, pursuant to which a CCP Participant agrees to be bound by the Rules;
"Client Account"	means an account established in CT Depository's systems on behalf of a Participant for a client of the Participant;
"Client"	means a client of a Participant
"Committee"	means a Committee established by the Board of CT Depository;
"Complainant"	means a Participant that makes a Complaint;
"Complaint"	means a complaint brought by a Participant in accordance with the Rules;
"Compliance Department"	means the department within CT Depository that is responsible for ensuring that CT Depository adheres to all relevant laws and regulatory requirements
"Consultation Process"	has the meaning set out in Rule 3.7;
"CT Depository Data"	means all data relating to the operation of the Settlement System, which is provided to, or generated by, CT Depository; and CT Depository Participant Data;
"CT Depository Participant Data"	means all data relating to Gross Transaction Obligations and/or Fees relating to a Participant which are provided to, or generated by, CT Depository under the Rules;
"CT Depository Party"	has the meaning set out in Rule 3.14;
"CT Depository Personal Data"	means all personal data:

	(a) provided to CT Depository by the Participants, Clients or Indirect Clients and their respective personnel; or (b) created, generated or processed by CT Depository;
"CT Depository"	means ClearToken Depository Limited (incorporated under the laws of England and Wales as a private limited company #15284284);
"CT Settle"	means the Settlement Service provided by CT Depository
"Defence"	has the meaning set out in Rule 8.8;
"Delivery Account"	means and account maintained by CT Depository at a Digital Asset Custodian for the purposes of effecting delivery of Delivery Obligations;
"Delivery Amount"	has the meaning set out in Rule 5.27;
"Delivery Obligation"	means an instruction issued by CT Depository to a Participant containing the net delivery obligation between two parties following the netting process or Delivery Payment as appropriate;
"Delivery Payment"	has the meaning set out in Rule 5.23;
"Digital Asset Custodian"	means a custodian that provides custody services for digital assets;
"Disciplinary Committee"	means a committee appointed pursuant to the Rules;
"Effective Date"	has the meaning set out in Rule 4.18.
"Eligible Asset"	means an asset approved by CT Depository for which it will provide settlement services as advised from time to time by Notice;
"Enforcement Notice"	has the meaning given in Rules 8.6;
"Event of Default"	has the meaning given in Rule 6.3;
"Failed Delivery Obligation"	means a Delivery Obligation for which a Participant has not fulfilled, either in full or in part, the Delivery Amount;
"FCA Handbook"	means the UK Financial Conduct Authority's Handbook of rules and guidance.
"Fees"	means any fees or charges payable by a Participant to CT Depository under the Rules;
"Financial Reporting Requirements"	has the meaning given in Rule 4.9;
"Force Majeure Event"	means any circumstance beyond the control of CT Depository or a Participant, which hinders or prevents the performance in whole or in part of any of its obligations under the Rules (other than, in the case of a Participant, any obligation to deliver or make a

	payment to CT Depository) and will be deemed to include war, civil war or other action of military forces or armed conflict; terrorism or terrorist attack; riot, civil commotion, or protest; the inaccessibility of CT Depository's premises by CT Depository; sabotage or vandalism or malicious damage; nuclear, chemical or biological contamination; sonic boom; act of God; national emergency; fire, explosion, flood, storm, earthquake or epidemic; lack of energy supply; strike, labour dispute, lockout, work to Procedure or other industrial dispute; interruption or failure of utility service, including but not limited to electric power, gas or water; the closure, suspension or disruption of the operations of, or any default by, any Approved Submission Organisation or by any Approved Digital Asset Custodian or Settlement Bank; or any failure or insolvency of any Service Provider on which CT Depository relies in order to operate the Settlement System or otherwise perform its obligations under the Rules;
"Gross Transaction Obligation Data"	means the data required to be provided for each Gross Transaction Obligation as advised by CT Depository from time to time;
"Gross Transaction Obligation"	means a Transaction for which delivery of the Underlying Asset is required for settlement;
"Group"	means in relation to a company, any company that is a Subsidiary of that company, any company that is its Holding Company, and any other company that is a Subsidiary of that Holding Company (including any Subsidiary of any such Subsidiary);
"Holding Company"	means, in relation to a company or corporation any other company or corporation in respect of which it is a Subsidiary;
"Independent Complaints Commissioner"	means the independent person appointed in accordance with Rule 7.14;
"Intangible Fixed Assets"	means non–financial fixed assets that do not have physical substance but are identifiable and controlled by the entity through custody or legal rights (e.g. goodwill; intellectual property);
"Intellectual Property Rights"	means patents, trademarks, rights in logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, trade secrets, inventions, rights in know-how and other intellectual property or proprietary rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect to the foregoing

	which may now or in the future subsist in, apply to or are enforceable in, any jurisdiction in the world;
"Net Capital Requirements"	means the capital requirements set out by CT Depository from time to time for Participants;
"Net Capital"	means Permanent Capital plus additional capital, less Intangible Fixed Assets;
"Netting"	has the meaning given in Rule 5.22;
"Notice of Investigation" or "NoI"	has the meaning given in Rule 8.3;
"Notice of Resignation"	has the meaning set out in Rule 4.17;
"Notice"	means a notice given under Rule 3.6;
"Participant Agreement"	means the agreement, and any other documentation, in the form prescribed by CT Depository, pursuant to which a Participant agrees to be bound by the Rules;
"Participant Criteria"	means the criteria to be satisfied in order to qualify for, and maintain, Participant Status of CT Depository, as specified in the Rules;
"Participant Documentation"	means the agreement, documents and instruments which constitute the relationship between a Participant and CT Depository;
"Participant Status"	means an Applicant that has satisfied the Participant Criteria;
"Participant"	means a person admitted to use the CT Settle Settlement System in accordance with the Rules and the Procedures;
"Permanent Capital"	means: (a) issued and fully-paid ordinary share capital; (b) issued and fully-paid preference share capital; and (c) funds in a share premium account and reserves not available for distribution;
"Procedures"	means the procedures adopted by CT Depository from time to time and for the time being in force and appended to the Rulebook;
"PSRs"	means the Payment Services Regulations 2017
"Regulator"	means, in relation to any person, any regulatory body that has responsibility for regulating the conduct of that person's business;
"Report"	means reports issued to Participants by CT Depository as specified from time to time;
"Rule Change Notice"	has the meaning set out in Rule 3.8;
"Rule Change"	has the meaning set out in Rule 3.7;

"Rules"	means the Rules adopted by CT Depository from time to time and for the time being in force;
"Sanctions"	any applicable law executing foreign policy, security, sanction, trade embargo, boycott, export control, foreign trade control, non-proliferation or anti-terrorism objectives or similar restrictions on any business with a sanctioned jurisdiction, certain types of business or activity, or specified persons that is imposed, administered or enforced from time to time by: (i) the European Union; (ii) the United Kingdom; (iii) the United States of America; (iv) the United Nations Security Council; or (v) any of their successors;
"Self-Custody Participant"	means a Participant that undertakes the transfer of Underlying Assets without the involvement of an Approved Digital Asset Custodian;
"Service Agent"	has the meaning set out in Rule 3.43;
"Service Notification"	means the notice issued by CT Depository notifying Participants of the introduction of a new Service;
"Service Withdrawal Date"	has the meaning set out in Rule 4.34;
"Service"	means the availability of the CT Settle Settlement System in respect of a distinct category of products and identified as a separate service by CT Depository in a Service Notification;
"Settlement Account"	means a bank account maintained by CT Depository with a Settlement Bank to be used for making and receiving cash payments;
"Settlement Agent"	means any entity appointed by CT Depository or a Participant to act on its behalf to assist in the discharge of any Delivery Obligation or Payment Obligation;
"Settlement Bank"	means a credit institution through which the settlement of cash payments may be effected by either CT Depository or a Participant;
"Settlement Currency"	means the currency in which a Settlement Payment shall be made;
"Settlement Cycle"	means the frequency of the creation of Delivery Obligations as defined in the relevant Service Notification;
"Settlement Date"	has the meaning set out in the Service Notification;
"Settlement System"	means the formal arrangements, rules and procedures operated by CT Depository and the services provided by it for the settlement of Transactions, as described in the Rules;

"Transaction"	means any transaction agreed between two counterparties and which is submitted to the Settlement System;
"Unaffected Party"	means whichever of CT Depository or the Participant that is not the Affected Party;
"Underlying Asset"	means the Eligible Asset that is to be delivered in accordance with these Rules;
"VAT"	means (i) any value added tax imposed by the Value Added Tax Act 1994; and (ii) any other tax of a similar nature, whether imposed in the United Kingdom or levied in addition to paragraphs (i) above or imposed elsewhere;
"Website"	means the website of CT Depository.

Interpretation

2.1 Unless a contrary indication appears, and reference in the Rules to:

(a) "CT Depository", "CCP Participant" or "Participant" shall be construed so as to include its successors in title;

(b) "asset" includes present and future properties, revenues and rights of every description and, in relation to a position held at an Account;

(c) "continuing" means, in relation to an Event of Default, that such event has not been remedied or waived;

(d) any agreement, document or instrument is a reference to that agreement, document or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced from time to time;

(e) "including" and "in particular" (and any other word or phrase with a similar meaning) shall be construed to mean "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing" respectively and where any example is given it shall be construed so that the example is "without limitation";

(f) "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(g) "Participant" includes "CCP Participant" unless expressly provided otherwise;

(h) "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

(i) "property" includes any interest (legal or equitable) in personal or real property and any thing in action;

(j) "regulation" includes any regulation, procedure, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

(k) a provision of law is a reference to that provision as amended or re-enacted;

(l) any reference to the singular shall be construed to include the plural (and vice versa); and

(m) paragraph headings and sub-headings are for ease of reference only.

Chapter 3 – GENERAL PROVISIONS

3.1 The following documents constitute a binding agreement between each Participant and CT Depository (the "Binding Participant Terms"):

(a) the Participant Documentation;

(b) the Rules; and

(c) any other document given force pursuant to the Rules or which is expressed by its terms to form part of the Rules.

3.2 The Binding Participant Terms shall create binding rights and obligations between CT Depository and the Participant in respect of each Transaction and each Participant agrees to perform its obligations in respect of each Transaction in accordance with the Binding Participant Terms.

3.3 Each Participant agrees to perform all of its obligations in respect of each Transaction hereunder and agrees and accepts:

(a) that CT Depository shall be entitled to set off claims and apply property held by it in respect of any Transaction against obligations owing to it in respect of any other Transaction hereunder (except in relation to the segregation of different Accounts); and

(b) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any such other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

3.4 Failure by a Participant to comply with any of the Binding Participant Terms, with any decision of CT Depository made pursuant to them or any of the obligations set out in the Binding Participant Documentation shall constitute a breach of the Rules.

3.5 The Board of CT Depository and any Committee of the Board are authorised to interpret the Rules. The interpretation of the Board or Committee shall be binding and final.

3.6 CT Depository may publish certain materials relating to matters described in the Rules or Notices. For the avoidance of doubt, Rules and Notices, when published, form part of the Rules and shall constitute Binding Participant Terms. CT Depository shall not include in any Procedure or Notice any matter to which the Consultation Process shall apply in the event of any change to such matter.

3.7 CT Depository may at any time amend or cancel any Procedure or adopt new Rules (each being a "Rule Change") in accordance with the following provisions (the "Consultation Process").

3.8 Subject to the Rules any proposed Rule Change shall be notified to Participants in a Notice issued by CT Depository (a "Rule Change Notice"), specifying:

(a) the text of the Rule Change;

(b) an explanation of the reasons for the Rule Change and its intended effect; and

(c) the date on which the Rule Change shall become effective. CT Depository shall give Participants reasonable notice prior to the Rule Change becoming effective.

3.9 Notwithstanding Rule 3.8(c) if the Board determines that it is otherwise urgently required to implement a Rule Change in order to prevent imminent material detriment to the interests of CT Depository and/or its Participants, CT Depository shall provide such prior Notice of the Rule Change as is reasonable and practicable in the circumstances based on the degree of urgency determined by the Board.

3.10 Subject to Rule 3.9:

(a) CT Depository shall allow Participants a reasonable period to comment on the Rule Change, having regard to the nature of the Rule Change and its potential impact on Participants.

(b) CT Depository shall give due consideration to such comments before adopting the Rule Change.

(c) CT Depository shall notify Participants of any material change that CT Depository makes to the Rule Change in order to address such comments.

3.11 Without prejudice to Rule 3.9, CT Depository shall not be required to apply the Consultation Process, in respect of any Rule Change which:

(a) in CT Depository's reasonable opinion, is required to enable CT Depository to comply with its obligations under Applicable Law or any requirement or direction imposed on CT Depository by a Regulator;

(b) in CT Depository's reasonable opinion, is minor, administrative or technical in nature or will otherwise not materially affect the rights and obligations of Participants;

(c) relates to the Fees or charges;

(d) in CT Depository's reasonable opinion (and as approved by the Board), is necessary to prevent a material disruption to, or manage a significant risk to, the business of CT Depository or the operation of the Settlement System (including as a result of an Event of Default or a Force Majeure Event);

(e) in CT Depository's reasonable opinion (and as approved by the Board) is urgently required to protect the interests of one or more Participants,

provided that such Rule Change shall cease to be effective at the end of a period specified in the Rule Change Notice unless:

(i) CT Depository has, prior to the end of such period, applied the Consultation Process in respect of such Rule Change and notified Participants that it shall continue to remain in force, or

(ii) the Rule Change would otherwise fall within any other category specified in the Rules;

(f) relates to the description of Eligible Asset or the Service Notifications of any Eligible Asset;

(g) relates to the form, intent, nature or frequency of issue of any Reports to be provided by CT Depository;

(h) sets out the prescribed form or content of any documentation to be executed by any Participant or its Clients under the Rules; or

(i) relates solely to changes necessary to enable CT Depository to accommodate a new Approved Submission Organisation.

3.12 CT Depository may consult on a Rule Change with only a limited number of Participants in circumstances where CT Depository reasonably believes that the Rule Change will affect only those Participants.

3.13 CT Depository may not amend the Service Notifications with retroactive effect.

Liability and Indemnity

3.14 None of CT Depository, any member of its Group, or any person acting as a director, officer, employee, consultant or agent of CT Depository or any member of its Group (each a "CT Depository Party") shall be liable for any losses, damages, claims, liabilities, costs or expenses (whether in tort, warranty, strict liability, trust, breach of statutory duty or any other legal theory) arising from:

(a) the exercise by CT Depository or any failure by CT Depository to exercise any right or discretion under the Rules;

(b) any negligence on the part of CT Depository or any CT Depository Party;

(c) the suspension or closure of CT Depository;

(d) the suspension or closure of an Approved Submission Organisation;

(e) any failure of any communication system, technology or technical system for the transmission of information between CT Depository and an Approved Submission Organisation;

(f) any failure of any communication system, technology or technical system for the transmission of information between CT Depository and a Participant;

(g) any failure by CT Depository or an Approved Submission Organisation to transmit any information to one another;

(h) any error or discrepancy in any information provided by an Approved Submission Organisation to CT Depository or any delay in the transmission of such information to CT Depository;

(i) a Force Majeure Event (or the continuation of a Force Majeure Event);

(j) any acts or omissions of an Approved Submission Organisation;

(k) the performance of any obligation of any Participant or any other person including where CT Depository acts on behalf of any such Participant or other person at their request;

(l) any dispute relating to the existence, terms or validity of any Transaction;

(m) any exercise by CT Depository of its powers under the Rules;

(n) any Service Withdrawal; or

(o) any act or omission or the insolvency of any third party, including any Approved Digital Asset Custodian, Approved Submission Organisation, Settlement Bank or other Service Provider that may be involved in any step or act in the performance, or discharge, by any party of its rights or obligations under a Transaction or in the delivery and settlement of any Transaction.

3.15 The exclusion of liability in Rule 3.14(o) above:

(a) shall include any act or omission of a third party that performs any function on behalf of CT Depository where CT Depository is required under Applicable Regulations to delegate to, or otherwise utilise the services of, a third party in order to perform such function;

(b) shall include any act or omission of a third party that provides services to CT Depository, or performs functions ancillary to the performance by CT Depository of its obligations under the Rules, where such third party does not perform any obligation of CT Depository under these Rules on behalf of CT Depository as its delegate; and

(c) save as specified in (a) above, shall not be construed so as to exclude CT Depository from any liability in respect of any obligation of CT Depository under these Rules that is performed by any such third party on CT Depository's behalf as its delegate.

3.16 CT Depository Party shall not have any liability to any other person(s) for any indirect, special, incidental, speculative or consequential loss or damage of any kind, loss of goodwill, business, business opportunity, anticipated savings or profits arising pursuant to its operation of the Settlement System, whether arising from negligence, breach of tort or breach of statutory duty and whether or not the relevant CT Depository Party has been made aware of the likelihood of any such loss or damage.

3.17 Under no circumstances shall CT Depository or any other CT Depository Party have any liability under the Rules or otherwise to any person who is not a Participant.

3.18 Each, Participant shall indemnify CT Depository on demand against any tax, registration and other similar Tax and all court, notarial and other fees payable in connection with the execution, delivery or performance of any Gross Transaction Obligation with such Participant or for the purpose of enforcing the Rules, the Rules and/or any obligation of such Participant or obtaining any judgment against it or enforcing any such judgment.

3.19 Nothing in the Rules shall limit or exclude the liability of any CT Depository Party for:

(a) fraud, fraudulent misrepresentation or wilful default on the part of any CT Depository Party;

(b) death or personal injury as a result of such CT Depository Party's negligence; or

(c) any matter for which it would be unlawful under Applicable Law for such CT Depository Party to exclude or limit or to attempt to exclude or limit its liability.

Force Majeure

3.20 An Affected Party will not be deemed to be in breach of the Rules or otherwise liable to the Unaffected Party in any way (including for any losses arising directly or indirectly) for any failure or delay in performing any of its obligations under the Rules that is caused by any Force Majeure Event, provided that the Affected Party complies with its obligations under the Rules.

3.21 On the occurrence of a Force Majeure Event:

(a) the Affected Party will give Notice to the Unaffected Party specifying the nature and extent of the Force Majeure Event promptly on becoming aware of the Force Majeure Event (and, where the Affected Party is CT Depository, this obligation may be discharged fully and finally by the publication of a Notice by CT Depository);

(b) the Affected Party shall promptly take reasonable and appropriate steps as are necessary to bring the Force Majeure Event to an end, find a solution by which its obligations under the Rules may be performed despite the continuance of the Force Majeure Event or to mitigate the severity of the Force Majeure Event;

(c) without prejudice to the generality of (b) above, the Affected Party shall implement the relevant elements of the business continuity and/or disaster recovery procedures maintained by the Affected Party in accordance with its obligations under Applicable Law or otherwise; and

(d) the Affected Party shall keep the Unaffected Party informed of the circumstances relating to the Force Majeure Event and its progress in resolving the issues affecting its performance of its obligations under the Rules (and, where the Affected Party is CT Depository, this obligation may be discharged by the publication of a Notice by CT Depository).

3.22 On the occurrence of any Force Majeure Event affecting CT Depository, CT Depository shall be entitled to take such action as it considers to be necessary or desirable to manage the continued operation of the Settlement System or in respect of any obligations of CT Depository or the Participants under the Rules. Where a decision regarding such action is not already reserved to the Board, CT Depository shall, where reasonably practicable, consult with the Board prior to taking any such action. Such action may include:

(a) requiring Participants to comply with any instructions issued by CT Depository in respect of Transactions affected by the Force Majeure Event;

(b) taking such action as may be permitted under the Rules; or

(c) delaying the time by which CT Depository, any Participant(s) shall perform their obligations in respect of any Transaction(s).

Confidentiality

3.23 CT Depository shall treat as confidential all information received from a Participant or its clients (including any information relating to any Transaction).

3.24 CT Depository may, at its discretion, request from any Participant or its clients and disclose any information which is subject to the confidentiality obligations in the Rules:

(a) to any Regulator that has responsibility for regulating CT Depository or any CT Depository Party;

(b) to any Regulator that has responsibility for regulating the Participant;

(c) to an Approved Submission Organisation, to the extent that such information is relevant to the performance by the Approved Submission Organisation of its functions under its own Rules or terms of service, or its obligations under Applicable Law;

(d) to any Settlement Bank or Approved Digital Asset Custodian that reasonably requires access to such information in order to discharge its functions for CT Depository or the Participant, subject to appropriate confidentiality requirements;

(e) to the Participant, or Applicant itself;

(f) to the Participant or any trade source where CT Depository considers it appropriate to disclose such information for the purpose of discharging the Participant's obligations under the Rules or for CT Depository to meet

its regulatory or legal obligations, having due regard to the confidential nature of the information, and taking reasonable care to ensure that the recipient of such information is aware of its confidential nature;

(g) where CT Depository acquires or develops the information independently of any information or document provided by the Participant;

(h) to any member of CT Depository's Group, or to any employees, officers, consultants, professional advisers or agents of any of them, in connection with the operation of the Settlement System, risk management processes or for the purposes of internal Group control or accounting, subject to appropriate confidentiality requirements;

(i) to third parties appointed or engaged by CT Depository or a Participant in connection with the operation of CT Depository's complaint-handling or Participant-discipline processes, where and to the extent that such third parties reasonably need to receive such information in order to discharge their functions in support of such processes, including professional advisers, the Independent Complaints Commissioner and any Participant of an Appeal Committee;

(j) with the consent of the Participant;

(k) to third parties appointed by CT Depository for the discharging of its corporate duties and obligations;

(l) where necessary for the discharge of CT Depository's obligations under Applicable Law; or

(m) where CT Depository considers it appropriate to disclose such information for the purpose of discharging CT Depository's obligations under the Rules having due regard to the confidential nature of the information, and taking reasonable care to ensure that the recipient of such information is aware of its confidential nature.

3.25 Each Participant shall treat as confidential all information concerning the business and affairs of CT Depository.

Intellectual Property Rights

3.26 The following provisions are in addition, and without prejudice to, the express terms of any licence granted in the Participant Agreement.

3.27 As between the Participants and CT Depository, all rights, title, interest and Intellectual Property Rights in:

(a) CT Depository Data; and

(b) the Settlement System; and

(c) any databases held on, or used by, the Settlement System, shall be the property of CT Depository or its licensors. To the extent a Participant acquires any right, title, interest or Intellectual Property Rights in the same:

(i) it hereby assigns all such right, title, interest and Intellectual Property Rights (including by way of a present assignment of any future copyright or similar rights) to CT Depository for the full duration of such right, title, interest and Intellectual Property Rights; and

(ii) it shall ensure that it has acquired all the necessary assignments, consents, waivers and permissions required to ensure that CT Depository is free to use CT Depository Data in accordance with the Rules.

3.28 Each Participant acknowledges and agrees that:

(a) CT Depository Data may be provided by CT Depository to any Participant and any third party, and may be used by CT Depository or such other persons for any commercial or other purpose, subject, in the case of CT Depository Participant Data, to the Rules;

(b) in certain circumstances CT Depository Data may contain, be derived from or be supplemented by data which is proprietary to a third party and has been licensed to CT Depository ("third party data"). Where the use of such third-party data is subject to specific restrictions or additional licence terms imposed by the third-party licensor, each Participant shall comply with such restrictions and/or licence terms as notified to the Participant by CT Depository from time to time; and

(c) it assigns all rights, title, interest and Intellectual Property Rights (including by way of a present assignment of any future copyright or similar rights) to CT Depository for the full duration of such right, title, interest and Intellectual Property rights of any information or materials provided to CT Depository in response to proposed changes in these Rules.

3.29 CT Depository, to the extent that it is lawfully allowed to do so, hereby grants to each Participant:

(a) a non-exclusive, worldwide, perpetual, royalty-free licence, with the right to sublicense, use, copy, modify, distribute and otherwise exploit CT Depository Participant Data for the purpose of using the Settlement System in connection with its proprietary business or Client business, subject to the Rules; and

(b) a licence to use the Settlement System, to the extent necessary for each Participant to comply with, and exercise its rights under, the Binding Participant Terms.

3.30 Each Participant acknowledges and agrees that it will not use CT Depository Data or any other third-party data provided or made available by CT Depository

other than as expressly provided under the Rules or under the Participant Agreement.

Data Protection

3.31 CT Depository may:

(a) use and update any information or personal data provided by or on behalf of the Participant relating to the Participant's use of the Settlement System to maintain records about, and provide services to, any Participants for the time being and from time to time;

(b) disclose such information and personal data to Service Providers and persons acting as their agents for the same purposes; and

(c) otherwise use and disclose CT Depository Personal Data, provided that all such use and disclosure shall be subject to the restrictions set out in the Rules, the General Data Protection Regulation and UK Data Protection Act.

3.32 CT Depository shall be the data controller in relation to CT Depository Personal Data. To the extent that any CT Depository Personal Data contains personal data in respect of a Participant's personnel, such Participant shall ensure that:

(a) it has notified such personnel that such CT Depository Personal Data is being provided to CT Depository for processing in the manner, to the extent permitted and for the purposes set out in the Rules; and

(b) any disclosure of such CT Depository Personal Data by such Participant to CT Depository is not contrary to Applicable Law. This does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Methods of Communication

3.33 CT Depository shall be entitled to act and otherwise rely upon any communication (whether or not in writing) which purports, and which CT Depository believes in good faith:

(a) to be issued by or on behalf of a Participant; and

(b) to have been approved by an individual who is authorised by that Participant and which (in the case of an electronic communication) satisfies the requirements of any applicable requirements of CT Depository in relation to the security and integrity of information which is transmitted electronically.

3.34 CT Depository may delay taking action in respect of any communication while it seeks to verify that such communication has been duly authorised, and CT Depository shall not be liable in any event for any loss or damage which may be incurred by a Participant or other person as a result of any such delay.

3.35 Each Participant shall be allotted a unique identifying mnemonic which must be included as specified by CT Depository in communications issued in connection with the operations of the Settlement System.

Waiver

3.36 No waiver by CT Depository of any right or remedy provided by the Rules or by Applicable Law against a Participant shall be effective unless it is in writing addressed to the Participant or to Participants generally, and expressed to be a waiver of CT Depository's rights in the relevant matter.

3.37 A failure by CT Depository to exercise, or a delay in exercising, a right or remedy provided by the Rules or by Applicable Law shall not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

3.38 No single or partial exercise by CT Depository of a right or remedy provided by the Rules or by Applicable Law shall prevent the further exercise of the right or remedy or the exercise of another right or remedy.

3.39 A waiver by CT Depository of any breach of the Rules by a Participant or any other default in respect of the Rules shall not constitute a waiver of a subsequent or prior breach or any other default in respect of the Rules.

Severability

3.40 If a provision of the Rules is found to be wholly or partly illegal, invalid or unenforceable in any respect:

(a) then to the extent it is illegal, invalid or unenforceable, that provision will be given no effect and will be treated as though it were not included in the Rules, but the validity or enforceability of the remaining provisions of the Rules shall not be affected; and

(b) CT Depository shall notify Participants of any alternative provision to be included in the Rules in substitution for such provision.

Governing Law and Jurisdiction

3.41 The Rules and any non-contractual obligations of any kind arising out of or in relation to these Rules are governed by, and shall be interpreted and construed in accordance with, English Law.

3.42 The courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Rules. Each Participant irrevocably submits to that jurisdiction for the exclusive benefit of CT Depository and waives any objection on the grounds of venue or *forum non conveniens* or any similar grounds.

3.43 Any Participant that is not incorporated or registered in England and Wales shall at all times appoint and maintain an agent for service of process in England and Wales ("Service Agent"). Any such Participant shall not revoke the

authority of a Service Agent unless it has first notified CT Depository of its replacement Service Agent. If a Service Agent ceases to be able to act as such or ceases to have an address within the jurisdiction of the English courts, the Participant shall promptly appoint another Service Agent (with an address for service within the jurisdiction of the English courts). Nothing in the Rules, or the Participant Agreement shall affect the right of CT Depository to serve process in any other manner permitted by law. Any Participant that has appointed a Service Agent pursuant to the Rules shall ensure that CT Depository is at all times in receipt of the full name and address of such Service Agent.

3.44 Any Applicant or Participant that is a government body or agency, a state-owned or controlled entity or an entity that is otherwise entitled to benefit from any immunity from suit or equivalent protections customarily or legally available to states or their representative bodies under the law of any jurisdiction hereby:

(a) consents generally in accordance with the State Immunity Act 1978 to the issue of any proceedings or to relief being given against it by way of injunction or order for specific performance or for the recovery of any property whatsoever and to its property being subject to any process for the enforcement of any order or judgment or any process effected in the course of or as a result of any action *in rem*; and

(b) irrevocably waives and shall not claim any immunity from suits and proceedings and from all forms of execution or attachment (including attachment prior to judgment and attachment in aid of execution) to which it or its property is now or may hereafter become entitled in accordance with the laws of any jurisdiction and declares that such waiver shall be effective to the fullest extent permitted by such laws.

Delegation and Discretion

3.45 CT Depository may appoint any person to assist it in the performance of any obligation of CT Depository under the Rules, or to take any step or action or complete any process required, permitted or otherwise contemplated under the Rules. Any such appointment shall be without prejudice to any obligation that CT Depository has to any Participant under the Rules.

3.46 Unless a contrary indication appears, where in these Rules it states that CT Depository "may" do something or take such step as it considers appropriate or where in these Rules any discretion, power or right is conferred on CT Depository, it shall be interpreted to mean that CT Depository may do that thing, or take that step or exercise that discretion, power or right conclusively and in its sole, absolute and unfettered discretion and without consultation or notice to any other person. CT Depository shall exercise such discretion in a manner designed to promote and maintain integrity, high standards and fair dealing in accordance and consistent with Applicable Laws.

3.47 CT Depository may, in its discretion, convert any monies standing to the debit or credit of a Participant's Accounts into such other currency or currencies as it thinks appropriate, such conversion to be effected at such rate or rates of exchange as CT Depository may reasonably determine.

3.48 In relation to any debt owed by CT Depository to a Participant or any sum to be otherwise paid by CT Depository to a Participant, CT Depository may satisfy that debt or pay that sum in another currency or currencies as it thinks appropriate, such conversion to be effected at such rate or rates of exchange as CT Depository may reasonably determine.

3.49 Any amounts payable by a Participant to CT Depository shall be paid in the currency specified in the Rules or the relevant Notice. Notwithstanding the foregoing, CT Depository may, upon Notice to a Participant, permit the Participant to make a payment required under the Rules, or the relevant Service Notifications, in a currency other than that specified in the Rules or the relevant Service Notifications. In the event that any payment is made by a Participant to CT Depository in any currency other than that specified in the Rules or the relevant Service Notifications, the Participant shall indemnify CT Depository against any loss that CT Depository incurs as a result of the conversion of the payment into the specified currency.

Set Off

3.50 CT Depository may at any time and from time to time (and without notice) set off any indebtedness due to it by a Participant against any indebtedness owed by it to the Participant regardless of the place of payment or currency of either indebtedness. If the indebtedness of the Participant and the indebtedness of CT Depository are in different currencies, CT Depository may convert either indebtedness (at its spot rate of exchange and otherwise in accordance with its usual practice) for the purpose of the set-off.

Disclosure of Advice

3.51 There is no obligation on CT Depository to disclose to a Participant any advice or opinions received by CT Depository from its external or internal legal or other advisers. CT Depository may from time to time, and upon receipt of a signed non-reliance letter from the Participant where requested, disclose any such advice or opinions to an individual Participant or to all or a group of Participants generally, whether in full or extracts. If a Participant receives any such disclosed advice or opinion, the Participant agrees that the disclosure is for information only and that it is not entitled to, and it agrees not to, rely on the advice or opinion. In disclosing any such advice or opinion to the Participant CT Depository makes no representation about its accuracy or its adequacy or appropriateness for the purposes or needs of the Participant, and to the extent that it is necessary or appropriate, the Participant agrees to take its own legal advice on the matters contained therein. Each Participant acknowledges that in receiving any such full or extracted disclosure it will not have the benefit of any correspondence, discussions and background to the advice or opinion and in particular may not have sight of all qualifications, observations and assumptions that may be relevant to the disclosed advice or opinion. Each Participant agrees that neither CT Depository nor any of its internal or external legal or other advisers shall in any way be responsible or liable to the Participant in relation to any such disclosed advice or opinion, and no duty of care shall arise between the Participant and CT Depository or any such adviser.

Chapter 4 – PARTICIPANT STATUS

Application and Participant Status

4.1 All applications for Participant Status of CT Depository shall be made in accordance with these Rules.

4.2 CT Depository may introduce such categories of Participant as it sees fit and shall advise Participants by way of Notice of such categories.

4.3 If, in its absolute discretion, CT Depository determines that a Participant no longer meets the relevant eligibility criteria for a particular category of Participant it may remove its rights to submit Transactions allowed by that category, without prejudice to its rights to submit, subject to the Rules, Transactions in respect of which the Participant does meet the relevant eligibility criteria.

4.4 A Participant's status shall be governed by the Binding Participant Documentation to which they are for the time being party.

4.5 Participant Status of CT Depository is not transferable and CT Depository shall not recognise any purported transfer of Participant status.

4.6 CT Depository may publish from time to time a list of Participants.

4.7 A Participant shall be a principal to and not an agent in respect of any Transaction registered in its name with CT Depository. Nothing in the Rules shall create any form of Transaction or non-Transaction relationship between CT Depository or any other third party in respect of any Transaction.

Ongoing Obligations of Participants

4.8 Participants shall at all times:

(a) be bound by the Rules and by any amendment to these Rules;

(b) comply, and ensure that their officers, employees, representatives and any other person acting on their behalf comply with the Rules;

(c) observe high standards of integrity and fair dealing and observe high standards of market conduct as reflected in the Applicable Law from time to time;

(d) maintain policies and procedures to comply with all applicable laws at all times, including without limitation, all financial crime/AML, market abuse, anti-corruption and bribery laws and not undertake or facilitate any criminal, fraudulent activity that would cause CT Depository, the Participant or any other participant to violate any applicable laws or regulations;

(e) cooperate with CT Depository in response to any regulatory or other investigation as requested by CT Depository at its discretion, in relation to any applicable laws, including for the avoidance of doubt, any financial crime/AML laws;

(f) organise and control its internal affairs in a responsible manner, keep proper records and have adequate arrangements to ensure that its staff and directors are suitable, fit and proper persons, adequately trained and sufficient in numbers, and properly supervised and that it has well-defined procedures as regards compliance with the Rules;

(g) retain all relevant documentation, and provide CT Depository with copies thereof on request, in respect of all Transactions submitted to CT Depository by them; and

(h) deal with CT Depository in an open and cooperative manner and keep CT Depository informed of anything concerning the Participant which CT Depository might reasonably expect to be disclosed to it.

4.9 A Participant shall at all times comply with, and immediately notify CT Depository of any failure to comply with as appropriate, the following:

(a) the Net Capital Requirement of US$2 million (US Dollar two million) as amended from time to time;

(b) Participants shall provide CT Depository with a copy (in the English language and certified where it is a translation from any other language) of each version of their annual audited financial accounts, together with a statement that their auditors have reviewed and approved the relevant financial accounts, within three (3) months of the publication of the Participant's financial year-end (the "Financial Reporting Requirements");

(c) if the Participant at any time ceases to satisfy, or reasonably considers that it may imminently cease to satisfy any conditions imposed pursuant to these Rules;

(d) if the Participant becomes the subject of any investigation, inquiry or disciplinary process by its Regulator or by any other governmental or regulatory body;

(e) if any development occurs which would materially change the information provided to CT Depository by the Participant in its application for Participant Status;

(f) if any event occurs that would entitle CT Depository to exercise its rights under the Rules;

(g) if any matter arises that could affect the Participant's ability to perform its obligations under the Rules;

(h) if there is a change in the Authorised Representatives designated by the Participant pursuant to these Rules;

(i) if any circumstances arise that could result in the Participant being unable to perform its obligations in respect of any Transaction, and for the avoidance of doubt, a Participant shall provide to CT Depository such information as the Participant may be required to provide to CT Depository in accordance with the terms of any other provision of the Rules;

(j) any credit standards applied by CT Depository, from time to time, to the Participant or to Participants generally; and

(k) any other requirements set out in the Rules from time to time.

4.10 Nothing in the Rules shall require a Participant to disclose information if it is unlawful for it to do so, provided that if it is unlawful to provide particular information at a particular time, it shall:

(a) inform CT Depository of its inability to disclose information and keep CT Depository informed of the progress made by the Participant in (b) below;

(b) take appropriate action to obtain any necessary consent(s) to disclose such information to CT Depository; and

(c) provide the information as soon as it becomes lawful to do so.

4.11 All information provided by a Participant to CT Depository shall be in English unless CT Depository specifically requests otherwise.

4.12 Each Participant shall co-operate with any request by CT Depository for such Participant to participate in any test of CT Depository's default management processes. CT Depository shall provide reasonable advance Notice of the scheduling of any test in which the Participant shall be expected to participate.

Supervision and Audit Rights of CT Depository

4.13 CT Depository shall be entitled at any time to inspect and take copies of the records, trading information, books of account, and other documentation in whatsoever format retained by Participants (including and documentation or information maintained by or in the possession of the Participant for any other person) for the purpose of ensuring compliance with the Rules. Where documentation is held by a third party on behalf of a Participant, the Participant shall procure access to that documentation as if it were held by that Participant without delay.

4.14 Representatives of CT Depository shall be entitled at any time to attend any of the premises from which a Participant accesses Services provided by CT Depository, for the purpose of ensuring compliance with the Rules, and the Participant shall provide all necessary co-operation.

4.15 CT Depository may request any Approved Digital Asset Custodian, and/or Approved Submission Organisation to provide it with such information as it may hold with regard to a particular Participant for the purposes of ensuring compliance with the Rules.

4.16 An application for Participant Status shall be subject to the Applicant meeting the Participant Criteria set out in this Rule 4.16 (a) – (l). The Participant Criteria to be met by an Applicant, and by any Participant at all times following admission, shall include:

(a) meeting the conditions (if any) in the CCP Participant Agreement or Participant Agreement as appropriate;

(b) satisfying the criteria set out in the Application Documentation;

(c) satisfying the minimum Net Capital requirements, as set out in these Rules or such greater capital requirements as may be set by CT Depository;

(d) complying with all Applicable Law (including maintaining all required regulatory authorisations in all jurisdictions in which it is required to maintain such authorisations);

(e) maintaining an administrative support function that:

(i) has robust systems and records; and

(ii) includes staff, adequate in number and experience, who understand the business of CT Depository and the Participant;

(f) meeting the technical equipment requirements as specified by CT Depository from time to time;

(g) having adequate personnel, facilities, systems and procedures to enable the Applicant to satisfactorily handle communications with CT Depository, fulfil anticipated commitments to, and meet the operational requirements of, CT Depository with necessary promptness and accuracy;

(h) completing any other testing and training requirements as specified by CT Depository from time to time;

(i) not being subject to any form of Sanctions, and the directors, officers, employees or agents of it must not be subject to any form of Sanctions;

(j) not exposing CT Depository or any other Participant to any risk of infringement of any applicable law, including relevant Sanctions;

(k) having, implementing and maintaining policies and procedures which are adequate to ensure compliance with applicable Sanctions, and, at the request of CT Depository, promptly provide satisfactory evidence of such policies and procedures (including, without limitation, copies thereof) and of the adequate implementation and maintenance of such policies and procedures (except to the extent that any obligation or undertaking contemplated by this subsection would be in conflict with any Applicable

Laws purporting to nullify or restrict the effect of foreign Sanctions or preventing boycotts); and

(l) is not a person that qualifies as a "consumer", "micro-enterprise" or a "charity", each as defined in the PSRs, or an "eligible complainant" as defined in the FCA Handbook.

Resignation of Participant

4.17 A Participant may resign its Participant Status of CT Depository by submitting to CT Depository a written Notice of Resignation giving no less than three (3) months' notice of its intention to resign its Participant Status of CT Depository.

4.18 The Notice of Resignation shall include the date ("the Effective Date") that shall not be less than three (3) months from the date of the Notice of Resignation unless CT Depository specifically permits otherwise.

4.19 Where a Participant has submitted a Notice of Resignation it should make every effort to cease submitting Transactions to CT Depository, and on a best efforts basis that all Gross Transaction Obligations have been settled or removed prior to the Effective Date.

4.20 In the event that the Participant has submitted Transactions for delivery and settlement after the Effective Date, then CT Depository shall be permitted to take such action that would result in there being no Transactions held in the name of the Participant at CT Depository. All costs and reasonable expenses incurred in this process shall be for the account of the Participant.

Suspension and Termination of Participant Status

4.21 CT Depository may suspend or terminate the Participant Status of a Participant or suspend or terminate access to a particular Service or Services in general, with immediate effect or at such later date as CT Depository may specify, if it has been made aware of an Event of Default that has occurred in respect of that Participant.

4.22 Where a Participant has been suspended, the period of suspension shall be determined by CT Depository at its absolute discretion and shall end on such date and on such conditions as CT Depository shall determine.

4.23 The effective date of any suspension or termination of Participant Status shall be the date advised by CT Depository to the Participant. For the avoidance of doubt, the effective date of any suspension or termination of Participant Status cannot pre-date the decision to suspend or terminate.

4.24 Where CT Depository has suspended or terminated the Participant Status of a Participant, it shall issue a Notice to all Participants, provided it is lawful to disclose such information, advising them of the suspension or termination, together with the effective date of such action. CT Depository shall also notify in accordance with its obligations under Applicable Law, all relevant regulatory bodies and exchanges of any such suspension or termination of Participant Status.

Continuing Disciplinary Action

4.25 A Participant who has resigned their Participant Status or whose Participant Status has been suspended or terminated by CT Depository, shall remain subject to the Rules for a period of twelve (12) months after the Effective Date or date of suspension or termination, as appropriate, for any acts or omissions while it was a Participant.

4.26 A Participant shall remain subject to the Rules in respect of any investigation or disciplinary proceeding that commenced prior to the Effective Date or date or suspension or termination, as appropriate, in accordance with the Rules.

Fees and Charges

4.27 CT Depository shall publish from time to time the fees and charges for the Services provided to Participants.

4.28 Participants shall pay such fees and charges as CT Depository may specify from time to time.

4.29 In addition to the Fees set out in the tariff, CT Depository may levy the following additional charges on each Participant:

(a) CT Depository shall be entitled to charge Participants, on a pass-through basis, for any costs, charges, Taxes, levies or fees incurred by CT Depository in the settlement of any Delivery Obligation with a Participant.

(b) A Participant shall be responsible for all costs which it may incur in using or accessing the Settlement System, including:

(i) any fees or expenses charged to the Participant by any Settlement Bank, Settlement Agent or Approved Digital Asset Custodian, with which the Participant has an account, for the use of such account;

(ii) any fees or expenses charged to the Participant by any Settlement Bank, Settlement Agent or Approved Digital Asset Custodian for the processing of any Delivery Payment or Delivery Obligation for or on behalf of the Participant; and

(iii) any Tax or government levy imposed on any transfer of any cash, or other instrument made in connection with the Participant's use of the Settlement System.

(c) CT Depository shall be entitled to charge Participants for any unusual expenses incurred by CT Depository that are caused directly or indirectly by the Participant, including the cost of producing records pursuant to a court order or other legal process in or in relation to any legal proceeding in which such records relating to such Participant are so required to be produced, whether such production is required at the instance of the Participant, or of any other party other than CT Depository.

4.30 All amounts payable to CT Depository are stated exclusive of VAT which, if chargeable, shall be paid by the relevant Participant to CT Depository at the rate for the time being in force, against delivery by CT Depository of an appropriate tax invoice for VAT purposes.

4.31 Where a Participant is required under the Rules, and/or the Participant Agreement to reimburse CT Depository for any costs or expenses, it shall also at the same time pay and indemnify CT Depository against all VAT incurred by CT Depository in respect of such costs or expenses, provided such VAT is not otherwise recoverable by CT Depository or the representative Participant of any VAT group of which CT Depository forms part, subject to CT Depository or the representative Participant, as the case may be, using reasonable endeavours to recover such amount of VAT as may be practicable.

4.32 On foreign currency amounts, VAT is stated in Sterling on each invoice at the converted value of any relevant charges.

4.33 CT Depository shall issue a statement periodically to each Participant in respect of:

(a) Fees incurred in the period to which the statement refers;

(b) interest and accommodation charges incurred in the previous calendar month; and

(c) any other amounts payable by the Participant.

Service Withdrawal

4.34 If at any time CT Depository decides to withdraw part or the whole of a Service, it shall give no less than three (3) months' written notice in accordance with the Participant Agreement to all Participants participating in that Service the date on which the Service will be withdrawn ("the Service Withdrawal Date"). Where only part of a Service is being withdrawn notice need only be provided to those Participants participating or those applying to participate in that part of the relevant Service.

4.35 Any notice given shall specify the nature of the service that CT Depository will provide until the Service Withdrawal Date.

4.36 Notwithstanding anything else in these Rules, CT Depository may, at any time, suspend any Service or suspend or remove one or more Transaction where CT Depository reasonably considers that such action is necessary, in its sole discretion, deems it necessary to ensure a fair and orderly market and to uphold the integrity of the Services or to comply with applicable laws, or if so required by a regulator.

Chapter 5 – DELIVERY AND SETTLEMENT

5.1 Participants shall perform their obligations in respect of each Gross Transaction Obligation in accordance with the Rules.

5.2 CT Depository shall set out the Gross Transaction Obligation Data to be provided by an Approved Submission Organisation, or Participant to CT Depository in respect of a Gross Transaction Obligation, identifying such information as CT Depository may prescribe from time to time.

5.3 CT Depository shall have no obligation to accept any Gross Transaction Obligation which does not contain the correct Gross Transaction Obligation Data.

5.4 CT Depository shall have the right to reject any Gross Transaction Obligation if it considers in its absolute discretion that such action is necessary to maintain the integrity of the Settlement System.

5.5 Where CT Depository has rejected a Gross Transaction Obligation it shall inform the relevant Participants of such rejection.

5.6 Where CT Depository has accepted a Gross Transaction Obligation it shall create an irrevocable obligation for each Participant that has submitted a Transaction to the Settlement System.

5.7 Each Gross Transaction Obligation that is Accepted in accordance with the Rules, shall be allocated to CT Depository's omnibus account subject to the Rules.

5.8 CT Depository will keep its omnibus fiat settlement accounts at authorised credit institutions separate from its own funds. Any fiat money not used to settle an obligation due to a failed settlement will be returned to participants by the end of the next business day after the funds were received.

5.9 Funds are received from a payer Participant for the sole purpose of transferring a corresponding amount to payee Participant. Funds are received on behalf of, and made available to the payee Participant once the contingent obligation has been met.

5.10 Books and records shall be used to record the respective rights, liabilities and obligations of CT Depository and the Participant arising in respect of Gross Transaction Obligation allocated to CT Depository's Account.

5.11 Once all payment obligations have been met by Participants, to reflect the delivery versus payment settlement and to ensure certainty of beneficial ownership of Underlying Assets, CT Depository will automatically update its books and records to reflect that:

(a) the payer is no longer the beneficiary of the funds or assets transferred to meet the obligation; and

(b) the payer is now the beneficiary of the funds or assets it is due to receive as the payee.

5.11 CT Depository maintains Delivery Accounts with Approved Digital Asset Custodians and Settlement Accounts with Settlement Banks for the purpose of making and receiving Delivery Obligations to and from Participants.

5.12 CT Depository will record the beneficial ownership of net Underlying Assets transferred within the Delivery Accounts maintained at its Approved Digital Asset Custodians.

5.13 Participants shall establish and maintain accounts with Settlement Banks and Approved Digital Asset Custodians, where relevant. Such accounts shall be for the purpose of transferring Underlying Assets in respect of Delivery Obligations to and from the accounts referred to in Rule 5.11.

5.14 Participants shall maintain accounts with institutions that are able to meet the Delivery Payment deadlines determined by CT Depository from time to time.

Delivery and Settlement Process

5.15 In accordance with the Rules, CT Depository shall receive Transactions from Approved Submission Organisations, or Participants. Each such Transaction shall give rise to Gross Transaction Obligations as between Participants.

5.16 Where a CCP Participant submits Transactions to CT Depository each such Transaction shall give rise to a Gross Transaction Obligation where the CCP Participant is both buyer and seller to the Gross Transaction Obligations.

5.17 The CCP Participant shall provide CT Depository details of the relevant sub-account to which each Gross Transaction Obligation should be booked in CT Depository's systems.

5.18 CT Depository shall not be responsible for ensuring that any Transaction which forms part of a Gross Transaction Obligation has been properly executed, arranged or organised in accordance with the rules, regulations or procedures of any exchange or trading venue.

5.19 Where the Participant is submitting a Transaction via an Approved Submission Organisation, the Participant shall ensure that the Transaction has satisfied all relevant criteria that the Approved Submission Organisation may consider necessary in accepting Transactions.

5.20 Participants shall be responsible for ensuring that they have all regulatory permissions and approvals that are necessary to allow them to submit Transactions to CT Depository.

5.21 CT Depository shall advise Participants of the Settlement Cycles that will be held on each Business Day.

5.22 CT Depository shall undertake a Netting process where Participants have offsetting Gross Transaction Obligations in the same Eligible Asset. Where a Gross Transaction Obligation has been offset, either in full or in part, then the

Delivery Obligation associated with such Gross Transaction Obligation shall be considered to have been met and be fully discharged on completion of the settlement cycle.

5.23 The Gross Transaction Obligations remaining after Netting shall be satisfied through the delivery of Underlying Asset by either CT Depository or Participant ("the Delivery Payment") or by way of payment by either CT Depository or Participant as set out in the relevant Delivery Obligation.

5.24 For each Settlement Cycle, CT Depository shall issue to each Participant instructions to undertake the Delivery Obligations due to be performed by that Participant in accordance with Rule 5.23.

5.25 Where CT Depository's own monitoring identifies that a Delivery Obligation cannot be met either in full or in part, it shall treat such Delivery Obligation as a Failed Delivery Obligation. For each Settlement Cycle, the Participant and CT Depository shall settle their respective Delivery Obligations in accordance with the following:

(a) where the Participant has an obligation to deliver an Underlying Asset to CT Depository, it shall:

(i) instruct its Approved Digital Asset Custodian to deliver from the Participant's account with the Approved Digital Asset Custodian to CT Depository's Delivery Account with a relevant Approved Digital Asset Custodian the Underlying Asset that is required to be delivered under the terms of the Delivery Obligation and in such quantities and in such form as are required pursuant to the Participant's Delivery Obligation; or

(ii) where the Participant is a Self-Custody Participant it shall deliver directly to CT Depository's Delivery Account with a relevant Approved Digital Asset Custodian the Underlying Asset that is required to be delivered under the terms of the Delivery Obligation and in such quantities and in such form as are required pursuant to the Participant's Delivery Obligation.

(b) Where CT Depository has an obligation to deliver an Underlying Asset to a Participant, it shall:

(i) instruct its Approved Digital Asset Custodian to deliver from CT Depository's Delivery Account with the Approved Digital Asset Custodian to the Participant's account with a relevant Approved Digital Asset Custodian the Underlying Asset that is required to be delivered under the terms of the Delivery Obligation and in such quantities and in such form as are required pursuant to CT Depository's Delivery Obligation; or

(ii) where the Participant is a Self-Custody Participant, CT Depository shall deliver from its Delivery Account with the Approved Digital Asset Custodian directly to the Participant the Underlying Asset that is required to be delivered under the terms of the Delivery

Obligation and in such quantities and in such form as are required pursuant to CT Depository's Delivery Obligation.

(c) Where a delivery of Underlying Asset has been made by either CT Depository or the Participant, then CT Depository and the Participant shall accept such delivery in discharge of the relevant Delivery Obligation and shall ensure that its Approved Digital Asset Custodian, where relevant, accepts such delivery.

(d) Where the Participant has an obligation to make a payment, it shall:

(i) make, or direct the relevant Settlement Bank to make, a payment to CT Depository's account at the relevant Settlement Bank in such Settlement Currency and of such amount as is required pursuant to the Participant's Delivery Obligation.

(e) Where CT Depository has an obligation to make a payment, it shall:

(i) make, or direct the relevant Settlement Bank to make, a payment to the Participant's account at the relevant Settlement Bank in such Settlement Currency and of such amount as is required pursuant to CT Depository's Delivery Obligation.

(f) Where a payment has been made by either CT Depository or the Participant, then CT Depository and the Participant shall accept such payment in discharge of the relevant Delivery Obligation and shall ensure that its Settlement Bank accepts such payment.

5.26 Under no circumstances shall CT Depository have any obligations under Rule 5.25 unless and until it has sufficient Eligible Assets and/or funds provided to it by the parties to the Transaction to satisfy its obligations.

5.27 Each Participant shall, during each Settlement Cycle, satisfy their Delivery Obligations by ensuring that the Participant is able to make a Delivery Payment or to deliver the required quantity of Underlying Assets (together the "Delivery Amount") due to and from CT Depository within the timeframes specified from time to time.

5.28 The Settlement Amount shall be the final Delivery Amount made between CT Depository and each Participant.

Failed Delivery Obligations

5.29 In the event that the Delivery Amount is less than the Delivery Obligation, or where CT Depository's own monitoring has identified that a Delivery Obligation cannot be met either in full or in part, ("a Failed Delivery Obligation"), CT Depository shall be entitled to take any action permitted or contemplated by the Rules.

5.30 In the event that:

(a) there are insufficient Underlying Assets at CT Depository's Approved Digital Asset Custodian to allow a Participant to fulfil its Delivery Obligation; and

(b) CT Depository requires an Underlying Asset in order to satisfy any Delivery Obligation to any Participant, CT Depository may:

(c) allow the Participant to deliver the Gross Transaction Obligation in another Settlement Cycle, which may be on either the same or different Business Day, notwithstanding the Settlement Date for the Gross Transaction Obligation.

5.31 In the event that CT Depository allows a delivery to be deferred pursuant to these Rules it shall notify the Participants.

5.32 To encourage settlement discipline amongst Participants CT Depository shall advise Participants from time to time of any fees and/or penalties that would apply where CT Depository has allowed the deferral of a Delivery Obligation.

5.33 If after the time specified in the relevant Service Notification there remains a Failed Delivery Obligation, then CT Depository may notify the relevant Participants to take such steps as are considered appropriate in order to allow the Failed Delivery Obligation to be successfully settled in a Settlement Cycle.

5.34 CT Depository reserves the right to suspend all settlements and deliveries for a particular Settlement Cycle if it considers it to be reasonably necessary to preserve the integrity of the Settlement System.

5.35 Where CT Depository takes such action, it shall notify the Participants.

Cancellation

5.36 Upon request of a Participant CT Depository may cancel a Gross Transaction Obligation subject to the mutual consent of the counterparty to a Transaction.

5.37 A CCP Participant may cancel a Gross Transaction Obligation at any point prior to the commencement of the Settlement Cycle that would otherwise have included the Gross Transaction Obligation intended to be cancelled.

5.38 Where a CCP Participant has cancelled a Gross Transaction Obligation it shall immediately notify CT Depository, providing CT Depository with such information as CT Depository may request to allow for the identification of the cancelled Gross Transaction Obligation.

5.39 Where a Settlement Cycle has commenced then no cancellation requests will be accepted from any Participant in respect of any Gross Transaction Obligation that is included in that Settlement Cycle; and no CCP Participant shall be allowed to cancel a Gross Transaction Obligation that is included in that Settlement Cycle.

Transaction Errors

5.40 Where CT Depository is made aware by the Participant of an error in respect of a Transaction it will cancel the Transaction. For the avoidance of doubt the cancellation of a Transaction shall also result in the cancellation of the accompanying Gross Transaction Obligation.

5.41 Before taking such steps, CT Depository will request from the Participant such information that will satisfy CT Depository that the error was bona fide and that the parties to the original Transaction had freely agreed to its cancellation.

5.42 CT Depository reserves the right not to cancel a Transaction for whatever reason.

5.43 Where CT Depository agrees to cancel a Transaction, the Participant requesting such cancellation shall indemnify CT Depository from any loss arising out of the cancellation.

Reports

5.44 CT Depository shall provide Participants with reports as specified from time to time.

Monitoring

5.45 CT Depository, its Approved Digital Asset Custodian and any relevant Settlement Bank shall undertake monitoring of the delivery of Underlying Assets and payment obligations. Such monitoring may result in the suspension or removal of a Delivery Obligation.

Chapter 6 – DEFAULT MANAGEMENT

6.1 CT Depository shall be entitled to take action with respect to a Participant if CT Depository determines that an Event of Default has occurred and is continuing in respect of the Participant.

6.2 CT Depository has a discretion to determine whether any Event of Default has occurred and, if so, what action to take under the Rules.

6.3 An "Event of Default" means the occurrence, in relation to a Participation, any of the following:

(a) the Participant believes, or has reason to believe, that it will be unable to comply with the conditions of its Participant Status, as set out in these Rules;

(b) where an application is made to a court of competent jurisdiction, or an order is made by such court, for the purpose of:

(i) declaring the Participant to be bankrupt or insolvent;

(ii) approving or granting a petition for a moratorium, reorganisation, arrangement (including pursuant to a scheme of arrangement), liquidation, dissolution, adjustment or composition of or in respect of the Participant under any Applicable Law;

(iii) appointing an administrator, assignee, custodian, examiner, liquidator, provisional liquidator, receiver, sequestrator, supervisor, nominee or trustee or other similar official in respect of the Participant or any substantial part of its property, assets or undertaking;

(iv) ordering the winding up, liquidation or bankruptcy of the Participant; or

(v) consenting to the institution by the Participant or any person of proceedings for it to be adjudicated, bankrupt or insolvent or for it to be wound up or liquidated;

(c) where a Participant has been declared in default by any CCP, exchange, or trading platform;

(d) where CT Depository believes, or has reason to believe, that an event has taken place or will take place, which would damage or threaten the integrity of the Settlement System.

6.5 The Participant shall, immediately on becoming aware of the occurrence of any Event of Default, give Notice to CT Depository of such event.

6.6 If CT Depository considers that a Participant will not be able to meet its ongoing and future obligations to CT Depository, CT Depository shall inform the

Regulator to that effect before issuing a Default Notice, should that be required by the Regulator.

6.7 Where CT Depository has determined, in its absolute discretion, that an Event of Default has occurred then it will, as soon as reasonably practicable:

(a) issue a Default Notice in respect of such Participant; and

(b) publish on its website the Default Notice.

6.8 Following the issuing of a Default Notice, each non-defaulting Participant shall co-operate with CT Depository where CT Depository considers that such requests or directions are reasonable or necessary in the interests of maintaining the integrity of the Settlement System.

6.9 CT Depository may take any one or more of the following steps:

(a) Accept or decline to Accept a Transaction;

(b) remove any Delivery Obligations from any Settlement Cycle;

(c) take such steps as CT Depository considers necessary or appropriate to delay any physical delivery of an Underlying Asset;

(d) act upon instructions received from a court-appointed administrator, liquidator, trustee or similar on behalf of the defaulting Participant, save where if by doing to CT Depository would be in breach of applicable law or regulation;

(e) to the extent not otherwise specified, take any other step or apply any other process required or permitted as CT Depository shall consider necessary to maintain the integrity of the Settlement System.

6.10 When taking any action CT Depository will ensure that such action does not adversely affect in any material way any Client's ability to effect a transfer in respect of any Client Account.

6.11 Where CT Depository makes an application to a court of competent jurisdiction, or an order is made by such court, for the purpose of:

a) declaring CT Depository to be bankrupt or insolvent;

b) approving or granting a petition for a moratorium, reorganisation, arrangement (including pursuant to a scheme of arrangement), liquidation, dissolution, adjustment or composition of or in respect of CT Depository under any Applicable Law;

c) appointing an administrator, assignee, examiner, liquidator, provisional liquidator, receiver, sequestrator, supervisor, nominee or trustee or other similar official in respect of CT Depository or any substantial part of its property, assets or undertaking;

d) ordering the winding up, liquidation or bankruptcy of CT Depository; or

e) consenting to the institution by CT Depository or any person of proceedings for it to be adjudicated, bankrupt or insolvent or for it to be wound up or liquidated; then

Participants shall be notified that all Transactions and all Gross Transaction Obligations will be removed from the Settlement System.

6.11 Where Transactions and Gross Transaction Obligations are removed from the Settlement System in accordance with Rule 6.10. Participants shall take such steps as are necessary to allow settlement to take place, and CT Depository shall have no responsibility or continuing obligation with regard to any Transaction or Gross Settlement Obligation that has been removed from the Settlement System in accordance with Rule 6.10.

Chapter 7 – COMPLAINTS

7.1 A Participant may raise a complaint to CT Depository about:

(a) breaches of Applicable Regulations by CT Depository;

(b) breaches of the Rules by CT Depository; or

(c) acts or omissions affecting:

(i) the proper operation of CT Depository; or

(ii) the functions of CT Depository.

7.2 Complaints will be handled in accordance with the Rules and relevant Procedures.

7.3 CT Depository shall investigate Complaints made against CT Depository or its personnel.

7.4 For the avoidance of doubt, any Complaint by a Participant about another Participant shall be made to CT Depository and shall be dealt with by CT Depository in accordance with the disciplinary proceedings set out in these Rules.

7.5 Complaints shall be made in writing and signed by, or sent by email by an Authorised Representative.

7.6 A Complaint should:

(a) include sufficient information to allow CT Depository to:

(i) properly identify the matter that is subject to the Complaint; and

(ii) establish the basis for any alleged loss by the Complainant;

(b) include a representation by the Complainant as to the date on which it became aware of the event that has given rise to the Complaint; and

(c) set out the remedy sought by the Complainant.

7.7 If insufficient information is provided, CT Depository may request further information.

7.8 Any information regarding the Complaint or obtained from the Complainant in the course of a subsequent investigation may be disclosed to third parties (for example, the Regulator) as CT Depository considers appropriate, subject to any other provision of the Rules.

7.9 Complaints shall be made within six (6) months of the date on which the Complainant became aware of the event to which the Complaint relates, provided that no Complaint may be made at any time after the third (3rd)

anniversary of the date of the event to which the Complaint relates. Any Complaint made after this deadline shall not be investigated by CT Depository.

7.10 There is no fee to make a Complaint.

7.11 Complaints will be investigated by CT Depository Compliance Department who may involve other staff at CT Depository or outside professional assistance as appropriate.

7.12 CT Depository will, insofar as it is consistent with its duties in operating CT Depository and its duties of confidentiality to Participants, advise the Complainant and any other relevant parties of the outcome of the investigation, and in particular whether it considers that there are good grounds for Complaint against CT Depository or its personnel. CT Depository will also advise the Complainant of recommended action arising from the investigation of the Complaint.

7.13 If the Complainant is dissatisfied with the reported outcome of the investigation, he may request that the Complaint is referred to an Independent Complaints Commissioner. Such request shall be made within fifteen (15) Business Days of the Complainant being notified of the outcome of the investigation.

7.14 The Independent Complaints Commissioner shall be appointed for the purposes of a Complaint by CT Depository. The individual appointed as the Independent Complaints Commissioner shall:

(a) be independent of CT Depository and the Complainant (meaning that the individual is not, and has not been, an officer, director or employee of CT Depository, the Complainant or their Affiliates);

(b) have appropriate knowledge and experience of how settlement is carried out by CT Depository, including the Rules and any Applicable Law relevant to the Complaint; and

(c) have appropriate experience of the market to which the Complaint relates.

7.15 The Independent Complaints Commissioner may:

(a) call on all appropriate documentation from all relevant parties to enable them to form a view on the Complaint;

(b) permit and/or request the Complainant and CT Depository to provide written submissions in relation to any specific matter;

(c) interview representatives of the Complainant and CT Depository;

(d) take whatever appropriate action they consider might assist in considering the Complaint; and

(e) conduct the consideration of the issues as they see fit.

7.16 The Independent Complaints Commissioner shall produce a written report on its findings in relation to the Complaint. The written report may make a recommendation, if appropriate, that CT Depository make a compensatory payment to the Complainant and/or remedies the matter to which the Complaint relates.

7.17 The written report shall be provided to CT Depository and the Complainant. The Independent Complaints Commissioner may require CT Depository to inform the Independent Complaints Commissioner and the Complainant of the steps which it proposes to take in response to the report.

7.18 CT Depository shall be liable for any costs relating to the appointment of the Independent Complaints Commissioner.

7.19 The decision of the Independent Complaints Commissioner shall be final and binding and there shall be no further appeal.

Chapter 8 – DISCIPLINE AND APPEAL

8.1 CT Depository may investigate and commence disciplinary proceedings at any time into an Alleged Act of Misconduct by a Participant, in accordance with the Rules.

8.2 In the course of conducting an investigation, CT Depository may appoint professional, legal or accounting advisers to assist, or enlist the assistance of any other external adviser as it thinks fit. Any external adviser appointed by CT Depository shall be required to treat all information obtained in the course of the investigation as confidential and to disclose it only to CT Depository.

8.3 CT Depository shall issue a Notice of Investigation ("NoI") notifying the Participant concerned that an investigation has been commenced. The NoI shall be in writing to the Participant's Compliance Officer and shall contain a brief description of the matter under investigation.

8.4 Participants shall co-operate fully with all investigations (whether or not they are the Participant under investigation). In particular, Participants shall:

(a) make available for interview such of their officers, employees or agents as may be reasonably requested in order that they may answer questions and explain any matter that CT Depository considers relevant to the investigation;

(b) comply fully with their obligation to provide information in accordance with the Rules; and

(c) permit an authorised representative of CT Depository to visit their offices at any time, for the purpose of the investigation.

8.5 CT Depository may bring disciplinary proceedings against any Participant where CT Depository considers the Participant (or an employee or other person for whom CT Depository deems the Participant to be responsible) to have committed an Act of Misconduct.

8.6 Where CT Depository decides to bring disciplinary proceedings, it shall serve a notice setting out the alleged Act of Misconduct together with a summary of the facts relied upon (the "Enforcement Notice") on the Participant concerned.

8.7 The disciplinary proceedings under these Rules are without prejudice to CT Depository's rights under the Rules.

8.8 The Participant has sixty (60) days from service of an Enforcement Notice to serve a statement of defence (a "Defence") that:

(a) responds to all or any of the allegations;

(b) states whether or not the Participant admits all or any of the allegations; and

(c) states what admissions of fact, if any, the Participant makes.

8.9 After reviewing the Defence, CT Depository may, if it deems it appropriate, choose to discontinue disciplinary proceedings or amend its Enforcement Notice. In these circumstances, the Participant has ten (10) Business Days from service of the amended Enforcement Notice to serve an amended Defence. If the Participant fails to serve an amended Defence, the Participant will be deemed to be relying on his original Defence.

8.10 Where no Defence has been served pursuant to these Rules, and no settlement has been reached within twenty (20) Business Days from service of an Enforcement Notice, the Participant will be deemed to have accepted the facts and matters alleged in the Enforcement Notice and will therefore be deemed to have committed an Act of Misconduct. For the avoidance of doubt, a disciplinary hearing will not be held, and the Disciplinary Committee shall make a determination in accordance with these Rules.

8.11 The Disciplinary Committee shall consist of three members, appointed by CT Depository, with such relevant skills and experience as CT Depository considers necessary to manage the proceedings.

8.12 The Disciplinary Committee shall determine the procedure to be followed at the disciplinary hearing subject to the provisions of these Rules.

8.13 Disciplinary hearings will be held in private.

8.14 The Disciplinary Committee may appoint its own legal advisers.

8.15 If either party fails to attend a disciplinary hearing, the hearing may proceed in that party's absence.

8.16 A record shall be made of a disciplinary hearing, electronically or otherwise. The Participant shall be entitled to a transcription or copy of the record on payment of any applicable costs.

8.17 The Disciplinary Committee shall not find an allegation proved unless it is satisfied on the balance of probabilities.

8.18 The Disciplinary Committee shall announce its findings to the parties as soon as practicable.

8.19 Where the Disciplinary Committee is satisfied that the Participant has committed an Act of Misconduct it shall announce the penalty to be imposed as soon as possible.

8.20 The Disciplinary Committee may impose one or more of the following penalties:

(a) a fine of any amount deemed reasonably commensurate with the Act of Misconduct;

(b) an order that the Participant make restitution to any person where the Participant has profited from its misconduct at that person's expense;

(c) an order that the Participant pay to CT Depository any gains resulting from a proven breach of the Rules;

(d) a requirement to comply with such conditions as the Disciplinary Committee deems appropriate;

(e) suspension or termination of Participant Status subject to ratification by the Board of CT Depository or its nominated delegate(s). Any suspension or termination shall be in accordance with the Rules.

8.21 The sanction imposed by the Disciplinary Committee shall be proportionate and commensurate with the seriousness of the Act of Misconduct, taking into account factors including the consequences of the act and whether the act was deliberate or negligent.

8.22 In the event that a Participant fails to comply with a penalty imposed, or direction made under these Rules, such failure shall constitute a breach of the Rules.

8.23 The Disciplinary Committee may make costs orders at its absolute discretion. It may order any party to pay such costs as it reasonably considers to be appropriate in the circumstances, including, but not limited to, administration costs and costs incurred in the investigation, preparation and presentation of the case.

8.24 CT Depository and the Participant may agree to settle disciplinary proceedings at any time up to the commencement of the disciplinary hearing.

8.25 Settlement negotiations shall be undertaken on a without-prejudice basis.

8.26 Any appeal regarding an investigation or disciplinary proceedings shall be made in accordance with the Rules.

8.27 Within ten (10) Business Days of:

(a) notice that CT Depository has determined to reject an Applicant's application for Participant Status; or

(b) service of a decision by the Disciplinary Committee under these Rules, the Applicant or Participant may appeal to the Appeal Committee by serving a notice of appeal to CT Depository.

8.28 A notice of appeal shall set out the grounds of the appeal and contain a brief statement of all matters relied upon by the person making the appeal.

8.29 The Appeal Committee shall comprise two persons who shall be nominated by CT Depository. The individuals appointed shall:

(a) be independent of CT Depository and the Applicant or Participant (meaning that the individual is not, and has not been, an officer, director or employee of CT Depository, the Applicant or Participant or their Affiliates);

(b) have appropriate knowledge and experience of how clearing is carried out by CT Depository, including the Rules and any Applicable Law relevant to the appeal; and

(c) have appropriate experience of the market to which the appeal relates.

8.30 The Appeal Committee shall determine the procedure at the appeal subject to the provisions of these Rules.

8.31 If any party fails to attend an appeal hearing, the hearing may proceed in its absence.

8.32 A record shall be made of an appeal hearing, electronically or otherwise. The Applicant or Participant shall be entitled to a transcription or copy of the record on payment of applicable costs.

8.33 The Appeal Committee shall not find an allegation proved unless it is satisfied on the balance of probability.

8.34 The Appeal Committee may admit evidence whether oral or written, whether direct or hearsay and whether or not it would be admissible in a court of law.

8.35 The Appeal Committee shall announce its decision to the parties as soon as practicable.

8.36 The Appeal Committee may dismiss or allow the appeal and may change the penalty imposed as it considers appropriate.

8.37 Within twenty (20) Business Days of the conclusion of the appeal hearing, the Appeal Committee shall serve on the parties a written declaration setting out its reasons.

8.38 The decision of the Appeals Committee shall be final and binding and there shall be no further appeal.

8.39 The Appeal Committee may make costs orders at its absolute discretion. It may order any party to pay such costs as it reasonably considers to be appropriate in the circumstances, including, but not limited to, administration costs and costs incurred in the investigation, preparation and presentation of the case.

CLEARTOKEN

ClearToken Depository Limited is registered with the United Kingdom Financial Conduct Authority (Firm Reference Number 1016940) under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 in respect of its activities in cryptoassets only; and is an Authorised Payment Institution regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (Firm Reference Number 1017352)

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