

GENERAL RULES AND RULEBOOK STRUCTURE

1. status

- 1.1 NEITHER KIN CAPITAL NOR THE KIN CAPITAL PLATFORM IS REGULATED OR LICENSED UNDER ANY APPLICABLE LAWS. ONLY ELIGIBLE PARTICIPANTS AND ISSUERS MAY ACCESS THE KIN CAPITAL PLATFORM. ANY PROMOTION, OFFERING, LISTING AND TRADING IN SECURITY TOKENS ON THE KIN CAPITAL PLATFORM IS CARRIED OUT SOLELY IN ACCORDANCE WITH THE RELEVANT SECURITIES EXEMPTION/S. KIN CAPITAL RESERVES THE RIGHT TO CANCEL, SUSPEND OR OTHERWISE DEAL WITH ANY ELIGIBLE PARTICIPANT OR ISSUER OR TRANSACTION ON THE KIN CAPITAL PLATFORM SHOULD IT DECIDE IN ITS SOLE DISCRETION THAT A RELEVANT SECURITIES EXEMPTION/S NO LONGER APPLIES.

2. Purpose and scope

- 2.1 The Platform Rulebook seeks to enable Kin Capital to provide a fair, orderly and transparent market for the trading of Listed Tokens on the Kin Capital Platform.
- 2.2 The Platform Rulebook sets out the requirements and obligations that govern the operation of the Kin Capital Platform and which apply to all Participants and Issuers. Each of the Participants and Issuers agrees that acceptance of, and compliance with, the Platform Rulebook is a condition for admission to and participation on the Kin Capital Platform.
- 2.3 Failure by a Participant or Issuer to comply with the Platform Rulebook (or any part thereof) or with any decision of Kin Capital made pursuant to the Platform Rulebook shall constitute a breach of the Platform Rulebook.

3. STRUCTURE OF THE PLATFORM RULEBOOK

- 3.1 The Platform Rulebook is made up of the following Modules:

- 3.1.1 General Module;
- 3.1.2 Trading Module;
- 3.1.3 Glossary Module.

4. General principles

- 4.1 The Platform Rulebook shall at all times be observed, interpreted and given effect in the manner most conducive to the promotion and maintenance of:
- 4.1.1 the good reputation of Kin Capital and the Kin Capital Platform;
 - 4.1.2 an orderly market, free of undesirable situations or practices;
 - 4.1.3 high standards of integrity and fair dealing in accordance with Applicable Law;
 - 4.1.4 suitable protection for all Persons interested in the performance of transactions entered into under the auspices of the Kin Capital Platform; and
 - 4.1.5 the safe and efficient functioning of the market and the protection of the interests of Participants and Issuers.

4.2 In the observance of the Platform Rulebook and in areas or circumstances not explicitly covered by any Rule, all Issuers and Participants shall guide themselves not only by the letter but also the spirit of the Platform Rulebook.

5. Administration of rules

5.1 The Platform Rulebook is interpreted, administered and enforced by Kin Capital, and the decisions and requirements of Kin Capital are conclusive and binding on the Participants and Issuers. In the event of any inconsistency between parts of the Platform Rulebook, such inconsistency will be resolved by Kin Capital, and such resolution is conclusive and binding on the Participants and Issuers.

5.2 Kin Capital may impose additional requirements on any or all Participants, or make the trading of any or all Listed Tokens subject to special conditions whenever it considers it appropriate.

5.3 Kin Capital may establish committees or appoint such persons to monitor and enforce the Platform Rulebook, or to otherwise assist in the operation of the Kin Capital Platform, and may delegate any power or role that it holds under the Platform Rulebook to any such committee established or person appointed.

6. Amendments and Market Circulars

6.1 Kin Capital has the right to amend, extend, vary or supplement the Rules from time to time to the extent necessary or desirable in light of prevailing market conditions.

6.2 Participants and Issuers shall be notified of any non-material changes at least ten (10) Business Days prior to the effective date thereof other than those required to be made without delay by law or regulation. The Kin Capital Platform is not obliged to consult Participants or Issuers where the Kin Capital Platform determines that the proposed Rule amendments would have a limited impact on Participants and Issuers.

6.3 Kin Capital will consult with Participants and Issuers prior to making any material amendments, except those made in an emergency (in which case temporary amendments may be made pending consultation at the earliest possible opportunity) or those required to be made without delay by law or regulation, and Participants and Issuers will have a minimum of ten (10) Business Days to comment on proposed changes. Immediately following such consultation period, Kin Capital shall give Participants and Issuers notice of the changes and such changes shall become effective ten (10) Business Days after such notification.

6.4 Any amendments, extensions, variations or supplements to the Rules shall be notified to Clients by way of a Market Circular published on the Kin Capital Platform.

7. Waiver of rules

7.1 Kin Capital may at its discretion waive or modify compliance with a Rule either generally or to suit the circumstances of a particular case. Kin Capital may grant a waiver subject to such conditions at its discretion.

7.2 A Participant or Issuer seeking a waiver must submit to Kin Capital a request for waiver which must:

7.2.1 be made in writing and addressed to Kin Capital;

7.2.2 be made at least ten (10) Business Days before the proposed waiver is sought to take effect;

7.2.3 contain the reasons for seeking the waiver; and

7.2.4 include:

- (a) all information relevant to the request;
- (b) copies of all documents relevant to the request; and
- (c) details of any special circumstances or requirements, e.g. time period for which waiver is sought.

8. COOPERATION WITH REGULATORY AUTHORITIES

1.2 Kin Capital may:

1.2.1 make arrangements with any Person for monitoring compliance with and investigating alleged breaches of the Platform Rulebook (and arrangements, procedures and directions made, authorised or given thereunder); and

1.2.2 co-operate generally with any Authority and take any action required by such Authority.

Without prejudice to the generality of this Rule:

1.2.3 this may include making arrangements for the sharing of information with Authorities; and

1.2.4 Kin Capital may, where appropriate, at any time refer a complaint or any other matter coming to its attention to one or more Authorities or Persons for its or their comment or investigation and may, pending the result of such reference, either suspend or continue with (in whole or in part) its own investigations, proceedings or other actions.

1.3 Subject to Applicable Law, Kin Capital may at any time make additional Rules, or amend or revoke the Rules or part of them, to the extent they consider necessary or desirable for the continued compliance with Applicable Law. Any Rule so made, and any such amendment or revocation, shall be announced by Market Circular and shall take effect at such time and in such manner as Kin Capital may determine.

9. Exclusion of liability

9.1 Kin Capital shall have no liability to any Participant, Issuer or to any other person for any act done or omitted to be done in the course of, or in connection with, the performance, discharge or purported discharge of its duties, functions, responsibilities and/or obligations under the Platform Rulebook. Without prejudice to the generality of the foregoing, in no event will Kin Capital have any liability whatsoever to any Participant or Issuer for claims for damages made against such Participant or Issuer by third parties, regardless of the basis on which the Participant or Issuer is entitled to claim damages, whether based on contract, tort or any other legal or equitable grounds.

9.2 Without prejudice to other parts of the Platform Rulebook, Kin Capital, and its related corporations and any of their directors, officers, employees, representatives, third party service providers and agents, (collectively "**Indemnitees**") shall not be liable to any Participant, Issuer or to any other person for any losses, liabilities, damages, costs or expenses (including any direct, indirect, incidental, special, consequential or punitive damages or economic loss or any claims for loss of profits or loss of use)

whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly from or in connection with the Kin Capital Platform (including the operation thereof), any Participant or Issuer (including any action taken by, or any inaction of, such Participant or Issuer), and/or any of the following:

- 9.2.1 any breach of or delay or failure to comply with the Platform Rulebook by any Indemnitee or any of the Participants or Issuers, any action taken by, or any inaction of, any Indemnitee or any of the Participants or Issuers in connection with the Platform Rulebook or any Applicable Laws;
 - 9.2.2 any claim made by any Participant, Issuer or person on the basis of the Platform Rulebook;
 - 9.2.3 any negligent act or omission or wilful default, misconduct or fraud or unlawful act of any Indemnitee, Participant or Issuer;
 - 9.2.4 any breach of any warranty or representation made by any person in any of the Platform Rulebook;
 - 9.2.5 any suspension, interruption or closure of the Kin Capital Platform;
 - 9.2.6 the exercise or non-exercise by an Indemnitee in any decision-making power or discretion;
 - 9.2.7 any determination, decision or ruling of any Indemnitee, Appeals Committee and/or committees established or persons appointed by Kin Capital pursuant to the Trading Module;
 - 9.2.8 any failure, error, omission or negligence of any Indemnitee;
- 9.3 Notwithstanding any other provision of the Platform Rulebook, at no time shall any Indemnitee be liable or responsible to any person for any and all pure economic loss, loss of profits, fall in the price of Listed Tokens, equitable compensation, loss of business, or any other indirect or consequential losses whatsoever and howsoever caused (including whether or not resulting from any negligence, fraud or wilful default on the part of any Indemnitee) which arise out of or in connection with the Platform Rulebook.
- 9.4 A person or entity who is not a party to these Platform Rulebook shall have no right under applicable rights of third parties law or other similar laws to enforce any of these Platform Rulebook, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. Kin Capital's right to vary these Platform Rulebook may be exercised without the consent of any person or entity who is not a party to these Platform Rulebook. For the avoidance of doubt, nothing in this clause shall affect the rights of any permitted assignee or transferee of these Platform Rulebook

10. Governing law AND DISPUTES FORUM

- 10.1 These Rules shall be construed and applied in accordance with the laws of the State of California, United States of America.
- 10.2 Except where these Rules provide expressly to the contrary, any dispute between a Client and Kin Capital concerning these Rules, any transaction effected pursuant to these Rules, and any non-contractual obligations arising out of or in connection with these Rules, shall be governed by the laws of [insert] and all such matters and

disputes related to the same shall be subject to the exclusive jurisdiction of the [insert]an courts, to which all Participants and Issuers submit.

11. Waiver

11.1 No failure or delay to exercise or enforce Kin Capital's rights conferred upon it under the Platform Rulebook shall be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

12. Translation

12.1 If the Platform Rulebook are translated into a language other than English, the English text shall prevail.

RULES FOR TRADING

1. application process

- 1.1 Applications for admission to participate in the Kin Capital Platform shall be made through the submission to Kin Capital of:
 - 1.1.1 the prescribed application forms including the supporting documents;
 - 1.1.2 a declaration of the Participant's status as a Qualified Participant;
 - 1.1.3 all the documents, evidence, and information such as any audited financial statements, balance sheets, bank statements or confirmation of net assets from licensed financial institutions (as applicable) in support of the declaration made by the Participant.
- 1.2 The application must include all supporting information as stipulated in the application form, failing which the application will be returned to the applicant and will not be processed until fully completed.
- 1.3 All fully completed applications shall be determined by Kin Capital within ten (10) Business Days of receipt and notice promptly provided to the applicant of such determination to the address so notified by the applicant in their application pack.
- 1.4 In assessing the application, Kin Capital may require from the person making the application such additional information as it considers necessary, request any information provided by the person to be verified in such manner as Kin Capital may specify, and impose any additional conditions on the person that it considers appropriate.
- 1.5 Kin Capital may, at its discretion, approve or reject an application to open a Trading Account. Such decision shall be final and Kin Capital shall not be obliged to give any reasons for its decision.
- 1.6 Where Kin Capital decides to reject an application, Kin Capital will notify the person making the application of its decision to reject the application and reasons for its decision.

2. minimum Eligibility

- 2.1 The following minimum eligibility requirements must be met in order to become a Participant:
 - 2.1.1 be a Qualified Participant;
 - 2.1.2 be of good repute and standing;
 - 2.1.3 have adequate organisational arrangements (if applicable);
 - 2.1.4 not be an undischarged bankrupt (if individual) or insolvent (if organisation);
 - 2.1.5 be at least eighteen (18) years old (if applicable);
 - 2.1.6 reside in an Acceptable Jurisdiction; and
 - 2.1.7 pass all relevant AML/CTF checks.
- 2.2 The Participant warrants and represents to Kin Capital that it satisfies the eligibility requirement to be a Participant. The Participant shall immediately inform Kin Capital should there be any change to the warranty and representation set out herein, and shall cease to access any listing on the Kin Capital Platform immediately if the Participant no longer satisfies the eligibility requirement to be a Participant.

3. Disclosure and acceptance of risks

3.1 The Participant agrees that he is fully aware of the risk relating to the trading of Listed Tokens. In particular, the Participant agrees that:

3.1.1 Kin Capital does not provide any investment recommendation or advice in respect of the Listed Tokens, nor does the Participant rely on any investment recommendation or advice from Kin Capital;

3.1.2 he is solely responsible for making his own independent investigation and appraisal of all investments and his own independent verification of any of any information provided through the Kin Capital Platform;

3.1.3 he has made all necessary enquires in respect of such investments, including the nature and objective of the investments, the key benefits and risks of the investments, his key rights with respect to the investments, the ease of converting the Investments to cash, the commitment required in respect of the investments, the pricing of the Listed Tokens, the fees and charges to be borne by the Participants, any applicable charges or restrictions on withdrawal, surrender or redemption of the Listed Tokens. In particular, the Participant understands that subject to any applicable laws, he does not, through the acquisition of interests in the Listed Tokens, acquire any interest in the voting rights in the Issuer;

3.1.4 he has the appetite to assume all economic consequences and risks of such investments and to the extent necessary, has consulted his own tax, legal and other advisers;

3.1.5 Kin Capital shall not be liable for any loss which may be suffered or incurred in any way by the Participant in respect of the investments entered into through the Kin Capital Platform; and

3.1.6 provided that the Issuer complies with the Rules and subject to any other agreements which the Issuer and Participant may have or any other liability which the Issuer may incur or assume outside these Rules, the Issuer shall not be liable for any loss or damage suffered or incurred in any way by the Participant in connection with purchase or sale of Listed Tokens through the Kin Capital.

3.2 The Participant agrees that, pursuant to the specific requirement of the Relevant Securities Exemption:

3.2.1 the offer or invitation to subscribe for Listed Tokens may be made exempt from any requirement on an Issuer to release any prescribed offering document or memorandum; and

3.2.2 interests in the Listed Tokens may only be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to (i) a Qualified Participant and/or (ii) otherwise pursuant to, and in accordance with the conditions of, the Relevant Securities Exemption;

3.2.3 there may be resale restrictions applicable to the Listed Tokens which the Participant may acquaint himself with; and

3.2.4 any document or material in connection with the offer or sale of the Listed Tokens does not constitute an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

4. fees and charges

4.1 Persons seeking to open a Trading Account must pay such fees and charges as Kin Capital may apply to the opening and maintaining of a Trading Account from time to time.

5. ongoing obligations

5.1 Compliance with laws and rules

- 5.1.1 Each Participant and Issuer shall, at all times, comply with the Market Requirements and cooperate with Kin Capital.
- 5.1.2 Each Participant and Issuer shall promptly perform its obligations under the Market Requirements and within any specified time for performance the same.
- 5.1.3 A Participant shall not trade in a way that would be detrimental to the operation of a fair, orderly and transparent market.
- 5.1.4 Participants must not, in respect of any of their business on the Kin Capital Platform:
 - (a) commit any act or engage in any course of conduct which creates or is likely to create a false or misleading impression as to the market in, or the price of, any Security Token; or
 - (b) do or engage in any act or course of conduct which is likely to harm the integrity or stability of the Platform (including without limitation trading in a disruptive manner).
- 5.1.5 A Participant must at all times have adequate systems and controls intended to minimise the risk of error in relation to offers or bids submitted to the Kin Capital Platform and to ensure that its conduct on the Kin Capital Platform complies with the Trading Rules.
- 5.1.6 All Participants are responsible for ensuring that their staff are adequately trained to use the Platform.

5.2 Cooperation with Kin Capital

- 5.2.1 Each Participant and Issuer must promptly provide to Kin Capital any information or cooperation that Kin Capital may reasonably require to confirm whether the Trading Rules are being, or have been complied with.
- 5.2.2 A Participant shall immediately inform Kin Capital when any of the information that has been submitted to Kin Capital in such Participant's application form becomes inaccurate or obsolete in any respect.

5.3 Responsibility for Trading Account

- 5.3.1 A Participant shall be solely responsible for all activity that takes place under its Trading Account, whether authorised by the Participant or not.
- 5.3.2 Any action performed from a Participant's Trading Account shall be treated by Kin Capital as the action of such Participant acting solely on its own behalf, whether authorised by the Participant or not. Specifically, each Participant will be responsible for all orders and actions taken on the Participant's user account by the Participant's Authorised Representatives or any other officer, employee or agent of the Participant who possesses a valid access permission that would allow such person to submit an order or take any other action on the
- 5.3.3 Kin Capital shall not be liable for any loss or damage arising from unauthorised use of any Participant's Trading Account.
- 5.3.4 Each Participant must honour all orders placed through its Trading Account and all transactions executed involving its Trading Account, unless and until reversed or otherwise reversed by Kin Capital. All orders and transactions shall be governed by the Trading Module.

- 5.3.5 A Participant acts as principal as regards the other Participant for each transaction executed by them or purported to be executed by such Participant on the Kin Capital Platform.

5.4 Inform Kin Capital of certain matters

- 5.4.1 Participants must inform Kin Capital, as soon as reasonably practicable, upon the occurrence of any of the following:
- (a) becoming aware that they or any of their respective Participant's Authorised Representatives are unable to comply with the Trading Rules;
 - (b) the occurrence of any Insolvency Event relating to the Participant;
 - (c) a material breach of the Trading Rules upon becoming aware thereof; or
 - (d) ceasing to meet any of the Eligibility Criteria.
- 5.4.2 Subject to any other relevant provision of the Trading Rules, all information and evidence provided to Kin Capital in accordance with this Rule 4.5 shall be kept confidential and not disclosed to any person other than the relevant Participant and Kin Capital.
- 5.4.3 Participants are responsible for retaining records of all orders and Transactions entered into on the Kin Capital Platform for a minimum of 5 years.
- 5.4.4 Specific Participant obligations in relation to particular Security Token types shall be set out in relevant Market Circulars published by Kin Capital from time to time.

6. Market Maker Program

- 6.1 Participants may enter into a Market Maker Program from time to time. Details of, and variations to the Market Maker Program will be notified through the publication of a Market Circular.
- 6.2 Participants who wish to enter into a Market Maker Program must sign such agreement with Kin Capital, in such form as required by Kin Capital from time to time.
- 6.3 Participants who have entered into a Market Maker Program are required to use a specific market maker ID number issued by Kin Capital for all activities associated with the Market Maker Program.
- 6.4 For the avoidance of doubt, a Participant is not allowed to pursue a market making strategy on Security Tokens belonging to a Security Token's class where it is not classified as Market Maker.
- 6.5 The Participant acknowledges and agrees that Kin Capital may be requested by a Regulatory Authority to provide (and thereafter Kin Capital shall so provide) any information the Regulatory Authority reasonably requires to be satisfied that the applicable Market Making Agreement complies with Applicable Law.

7. approach to certain trading conduct

- 7.1 Participants shall refrain from engaging in any activities on the Platform that constitute, lead to or otherwise support someone else engaging in such activities, that have the affect of bringing the Platform into disrepute including but not limited to market manipulation, market rigging, insider trading and/or, communicating inaccurate, misleading or false information in respect of the Platform or a Security Token.

- 7.2 For the avoidance of doubt Participants and Issuers shall at all times comply with Applicable Law including not engaging in conduct prohibited under Division 1 and Division 3 of Part XII of Applicable Law.
- 7.3 Kin Capital will determine in its sole discretion as to whether a Participant or Issuer has breached Rules 6.1 or 6.2 and in doing so will take into account some or all of the following:
- 7.3.1 the potential for a material increase or decrease followed by an immediate return to the previous pricing level;
 - 7.3.2 the consistency of the relevant transaction with the recent trading activities of the Participant;
 - 7.3.3 whether the proposed bids form part of a series of orders that serve to increase or decrease the price of the Security Token; and
 - 7.3.4 the occurrence of multiple orders being placed above or below the relevant market price thereby giving an artificial impression of the Security Token's volume;
 - 7.3.5 If the parties involved in the proposed transaction are connected;
 - 7.3.6 any bids placed that are removed from the market prior to execution for a higher or lower price than the current market price for the Security Token;
 - 7.3.7 the volume or size of a transaction is does not correlate to the recent and reasonable trading history of the Security Token;
 - 7.3.8 whether the transaction has the potential to materially change the price of a Security Token and whether the Participant or connected party will benefit from the material change in price;
 - 7.3.9 whether there does not appear to be a legitimate commercial reason for the proposed transaction.
- 7.4 Any decision by Kin Capital as to whether the Rule 6 and/or other provision of the Trading Rules is breached by a Participant or Issuer is conclusive and binding on such Participant or Issuer and such Participant or Issuer shall not challenge or dispute the validity of such decision.

8. **Suspension or termination of Trading Account**

- 8.1 A Participant may request to terminate its Trading Account by submitting a request in the form prescribed by Kin Capital, provided that the Participant does not hold any Security Tokens and/or Kin Capital Fiat Tokens in its Kin Capital Wallet at the time of the request and the Participant satisfies such other conditions as Kin Capital may prescribe from time to time.
- 8.2 On receipt of a request under Rule 8.1, Kin Capital will process such request and notify the Participant of the effective date of termination of the Participant's Trading Account. Kin Capital may refuse to accept or at any time postpone the termination when there are outstanding obligations that may affect the interest of Kin Capital, Issuers and other Participants.
- 8.3 Kin Capital may, at its discretion, suspend or terminate the Trading Account for any Participant with immediate effect (or with effect from such later time as Kin Capital may determine), including:
- 8.3.1 where Kin Capital determines that the Participant does not meet the continuing obligations required of a Participant;
 - 8.3.2 where Kin Capital determines that the Participant has contravened any Rule of the Trading Module or any Applicable Laws;

- 8.3.3 in the event of death or bankruptcy of the Participant, or the winding up or insolvency of the Participant (in each case, as applicable);
 - 8.3.4 where Kin Capital is required or deems it necessary to comply with Applicable Laws; and/or
 - 8.3.5 where Kin Capital is no longer authorised to operate the Kin Capital Platform.
- 8.4 In the event of a suspension or termination pursuant to Rule 8.3, Kin Capital shall notify the Participant of the effective date of suspension or termination. The Participant shall act in accordance with the directives of Kin Capital in relation to any outstanding obligations of such Participant, and any Kin Capital Fiat Tokens and/or Security Tokens in such Participant's Kin Capital Wallet. The Participant shall not trade through its Trading Account from the date specified by Kin Capital.
- 8.5 In the event Kin Capital terminates such Participant's Trading Account and there are balance Security Tokens held by such Participant in its Kin Capital Wallet after the effective date of termination of such Participant's Trading Account and only insofar as permitted under Applicable Laws, such Participant's Trading Account shall be suspended indefinitely and such Participant shall be permitted to submit sell orders solely for the purpose of divesting any remaining Security Tokens it holds.
- 8.6 Where a Trading Account is suspended pursuant to Rule 8.5, Kin Capital may charge any account administration fees as may be prescribed from time to time by Market Circular.
- 8.7 Notwithstanding the termination of a Participant's Trading Account, the former Participant remains liable to Kin Capital and other relevant persons for any liabilities incurred (including under the Market Rules and Market Requirements) during the period it held a Trading Account.
9. **trading particulars**
- 9.1 Continuous trading is permitted on the Kin Capital Platform. During continuous trading, Participants may enter and cancel trade orders, prior to matching of trade orders.
- 9.2 The Kin Capital Platform operates on a price-time priority basis. All trade orders will be matched for validation and settlement by Kin Capital Blockchain in accordance with price priority, followed by time priority. Orders submitted for execution will be time-stamped.
- 9.3 A trade is completed when trade orders have been (a) matched on the Kin Capital Platform; (b) validated by Kin Capital Blockchain; and (c) settled on Kin Capital Blockchain. All unmatched orders shall remain available for matching on the Kin Capital Platform until the order is matched or expires.
- 9.4 A "buy" trade order will only be accepted for matching if the Participant placing the "buy" trade order has sufficient Kin Capital Fiat Tokens in its Kin Capital Wallet to fund the "buy" trade order and the applicable fees for the transaction, for example trading fees and applicable taxes. Payment for Security Tokens shall be effected only by payment in the form of Kin Capital Fiat Tokens.
- 9.5 A "sell" trade order will only be accepted for matching if the Participant placing the "sell" trade order has sufficient quantity of the relevant Security Tokens in its Kin Capital Wallet to fund the "sell" trade order. For the avoidance of doubt, 'short selling' is prohibited.
- 9.6 Once it is determined that there is enough of the relevant Security Tokens or Kin Capital Fiat Tokens, as applicable, the tokens for making payment will be designated for the trade. When an order is approved and a match is found and settlement of the trade is completed, the designated balance will be released and transferred as appropriate.
- 9.7 Each Participant agrees that the matching of trade orders as determined by the Kin Capital Platform and Kin Capital, from time to time, shall be final, and each Participant shall not challenge or dispute the validity of such matching.

10. Trading and Orders

10.1.1 The trading hours and application of the market phases are as designated by Kin Capital and as updated or amended by Kin Capital from time to time.

10.1.2 The Platform operates based on the following Trading Stages:

- (a) **Pre-Open/Close Stage** - order entry, order modification and withdrawal of orders; no matching of orders
- (b) **No-Cancel Stage** - no order entry and amendment; existing orders are matched based on the Kin Capital Matching Protocol. All unmatched orders, except at the close of trading, are carried over to the next Trading Stage. As at close of trading, unmatched orders with an expiry date in the future, shall be carried over to the next Business Day.
- (c) **Trading Stage** - order entries, order changes and withdrawal of orders allowed. All orders are matched in accordance with price-time priority.
- (d) **Adjustment Stage** - order entry, order changes and withdrawal of orders allowed. All orders will be matched based on the Kin Capital Matching Protocol. All unmatched orders will be carried over to the next phase.

10.2 Token Issuances

10.2.1 A Participant who has been approved to participate in a Token Issuance will be granted access to the Disclosure Document and other documents relating to the Token Issuance.

10.2.2 Purchase requests are made by Participants via the Kin Capital Platform and are subject to the Market Rules and Market Requirements.

10.2.3 To the extent that a purchase request is:

- (a) **accepted by the Issuer** - Participant shall have his Kin Capital Wallet credited with inactive Security Tokens and debited with the relevant quantity of Kin Capital Fiat Tokens to fund the purchase; or
- (b) **not accepted by the Issuer** - Participant's Kin Capital Wallet will not be credited with any Security Tokens and Kin Capital shall be under no obligation to inform the Participant of the reasons of the unsuccessful purchase request.

10.2.4 The inactive Security Tokens will be activated after the closing of the Token Issuance in accordance with the Market Rules.

10.2.5 If the conditions of the Token Issuance are not met, Kin Capital shall:

- (a) remove the inactive Security Tokens from the Participant's Kin Capital Wallet; and
- (b) credit the Participant's Kin Capital Wallet with the relevant quantity of Kin Capital Fiat Tokens.

10.2.6 Each Participant acknowledges that it has, and for all purposes each Participant shall be deemed to have, personal knowledge of every order placed through its Trading Account in relation to Token Issuances, including the bid price, quantity, and any other information which may be entered or otherwise given through the Kin Capital Platform.

10.3 Secondary trading

- 10.3.1 When a Participant enters a "sell" trade order, such selling Participant agrees that such order constitutes an offer to the buying Participant whose "buy" trade order is matched to, and the selling Participant agrees to sell the relevant Security Token to such buying Participant at the price and for the quantity, both determined by the Kin Capital Matching Protocol.
- 10.3.2 When a Participant enters a "buy" trade order, such buying Participant agrees that such order constitutes a legally binding acceptance of the then-current unfilled offer from the Participant whose "sell" trade order is matched, and the buying Participant agrees to buy the relevant Security Token from such selling Participant at the price and for the quantity, both determined by the Kin Capital Matching Protocol.
- 10.3.3 Each trade order entered into the Kin Capital Platform shall specify the price and quantity of the trade order, whether it is a "buy" or "sell" trade order, the ticker of the relevant Security Token and all other information as may be prompted by the Kin Capital Platform. Each Participant shall be responsible for ensuring the accuracy of each order submitted under its Trading Account.
- 10.3.4 The minimum order size shall be the higher of:
- (a) [TBC];
 - (b) [TBC].
- 10.3.5 Where all required information (as set out in Rule 9.3.2) is duly provided to Kin Capital and there are sufficient assets to fund the trade order placed, the Kin Capital Matching Protocol will match the orders with prices on the Kin Capital Platform. If, for any reason, the matched trade orders are not validated by the Kin Capital Blockchain (for example due to a Participant being ineligible to make the trade due to transfer restrictions), the Participants to the matched trade orders will be notified of this. The reason(s) for the Participant's ineligibility may, but will not necessarily, be provided.
- 10.3.6 In respect of trade orders (or part thereof) that are matched but not validated by the Kin Capital Blockchain, the trade order (or part thereof) with the higher time priority will remain in the continuous order book and be available for matching while the trade order (or part thereof) with the lower time priority will be cancelled.
- 10.3.7 Although Kin Capital will endeavour to make any allocation required in relation to any Security Tokens amongst Participants in accordance with the Kin Capital Matching Protocol, Kin Capital reserves the right to make allocations in such manner as it determines in its reasonable discretion. Each Participant acknowledges and agrees that, if it has placed a trade order in respect of any Security Tokens, it may not be allocated the full quantum as specified in the trade order. Kin Capital will not accept requests to alter or waive allocations after the event. Any allocation given by Kin Capital shall be binding on all Participants, notwithstanding any change in market conditions between the time of the making of the trade order and the allocation or any other circumstances.

10.4 Order types and validities

- 10.4.1 The following types of trade orders are available on the Kin Capital Platform:
- (a) **Market order** - a trade order that executes against accessible liquidity on the opposite side of the market at the prevailing market price;
 - (b) **Limit order**- a trade order that executes only at the specified price or at a price better than the specified price. Unfilled quantities of the trade order remain in the continuous order book until they are filled, amended, or cancelled.

10.4.2 The following types of trade orders shall have the following order validities:

Fill and Kill	A market order is filled immediately against resting trade orders at the current best available price, with the unfilled portion of the market order cancelled immediately
Good-till-date	The limit order remains available for matching until the earlier of the limit order being executed or cancelled, or the end of the trading session on the date specified by the Participant. The maximum Good-Till-Date date that can be specified by the Participant shall be no later than 30 calendar days from the date of the limit order.

10.5 Withdrawing trade orders

10.5.1 A trade order may be withdrawn by the Participant at any time between placement of the trade order and the matching of the orders.

10.5.2 Kin Capital may, at its discretion, review the validity or, and/or reverse or otherwise cancel, any trade order, including in any of the following circumstances:

- (a) where Kin Capital deems it necessary for the proper maintenance of a fair and orderly market;
- (b) there has been a technical and/or system failure and/or error leading to the trade order confirmation;
- (c) there is prima facie evidence of fraud or wilful misrepresentation in relation to the trade order;
- (d) in Kin Capital's opinion, it is desirable to cancel the trade order to protect the integrity and reputation of the Kin Capital Platform and Kin Capital (including where a Participant and/or Issuer has engaged or attempted to engage in any prohibited trading conduct);
- (e) in the event of a trading suspension; or
- (f) in the event of a suspension or termination of the relevant Participant's Kin Capital Wallet.

10.5.3 Each Participant agrees that any decision made by Kin Capital in connection with this Rule 9.5.3 is binding on such Participant, unless and until otherwise determined by Kin Capital, and each Participant shall not challenge or dispute the validity of such decision and Kin Capital shall not be obliged to give any reasons for its decision.

10.6 Amending trade orders

10.6.1 A trade order may be amended (in whole or in part) by the Participant making the trade order at any time between placement of the trade order and the matching of the orders.

10.6.2 The time priorities of such Participant's amended trade orders (or part thereof) will be newly assigned or maintained as follows:

- (a) where the quantity of the trade order is increased, the trade order will be assigned a new time priority;

- (b) where the quantity of the trade order is decreased, the trade order will maintain its existing time priority; and
- (c) where the price of the trade order is increased or decreased, the trade order will be assigned a new time priority.

10.6.3 For the avoidance of doubt, each Participant acknowledges that an order amendment cannot be made where the trade order (or part thereof) has already been matched on the Kin Capital Platform and in the case of an amendment to the price of the trade order, where the trade order is partially fulfilled.

10.7 Algorithmic Trading

10.7.1 Participants engaging in Algorithmic Trading on the Platform shall flag orders generated by such algorithmic trading in order for Kin Capital to be able to identify the following:

- (a) different algorithms used for the creation of orders; and
- (b) the Participant initiating those orders.

11. Finality, Reversal of Trades and Error Trades

11.1 All trades are final and binding on the Participants to the trade, except where provided for in this Rule 11. Participants shall honour all trades, unless and until the trade is reversed in accordance with this Rule 11.

11.2 Cancellation of trades

11.2.1 Kin Capital may, at its own discretion, review the validity of and/or reverse any trade, including in any of the following circumstances:

- (a) where Kin Capital deems it necessary for the proper maintenance of a fair and orderly market;
- (b) there has been a technical and/or system failure and/or error leading to the trade;
- (c) Kin Capital determines that an error trade should be reversed under Rule 10.3;
- (d) there is *prima facie* evidence of fraud or wilful misrepresentation in relation to the trade; or
- (e) in Kin Capital's opinion, it is desirable to reverse the trade to protect the integrity and reputation of the Kin Capital Platform and Kin Capital (including where a Participant and/or Issuer has engaged or attempted to engage in any prohibited trading conduct);

11.2.2 Kin Capital shall provide notice of the reversal to affected Participants as soon as practicable via the Kin Capital Platform.

11.2.3 Kin Capital may impose any conditions it thinks appropriate for the reversal of a trade.

11.2.4 Kin Capital may impose any disciplinary action it thinks appropriate on a Participant who is the cause or partial cause of the reversal of a trade.

11.2.5 Each Participant agrees that any decision made by Kin Capital in connection with this Rule 10.2 is conclusive and binding on such Participant, unless and until otherwise determined by Kin Capital, and each Participant shall not challenge or dispute the validity of such decision and Kin Capital shall not be obliged to give any reasons for its decision.

11.3 Error trades

11.3.1 Kin Capital may cancel a Transaction where it has been entered into and it constitutes an Error Trade as described in Rule 10.3.2.

11.3.2 An Error Trade shall occur where, due to an issue with the Platform, a Security Token transaction is entered into:

- (a) in the name of a Participant without the knowledge or authority of such a Participant;
- (b) by a Participant's Authorised Representative after a notification to disable access to the Platform in respect of that Participant's Authorised Representative has been received by Kin Capital in accordance with applicable rules; or
- (c) which is manifestly erroneous.

11.3.3 In the event that Kin Capital becomes aware of an Error Trade or is notified by a Participant of an Error Trade (such notification from a Participant shall contain the information set out in Rule 10.5 and be sent in accordance with the provisions of Rule 10.4 and at least 30 minutes before the cut-off time for Kin Capital to send the Error Trade Cancellation Notice as set out in this Rule), Kin Capital shall issue a notice, containing the information required by Rule 10.6, to all affected Participants where it intends to cancel a Transaction pursuant to this Rule (a "**Error Trade Cancellation Notice**"). Kin Capital shall issue an Error Trade Cancellation Notice as soon as practicable following the Error Trade coming to its attention and in any event the Error Trade Cancellation Notice must be issued at least 30 minutes before the end of the applicable Trading Day, in order for the procedures in Rules 10.4 to 10.10 to apply.

11.4 Any notification relating to an Error Trade must be made by a Participant to Kin Capital:

11.4.1 by email to admin@kincapgroup.com or, where communicated by phone, then confirmed by email promptly (and in any event no later than ten (10) minutes after the end of such phone communication); and

11.4.2 all communications must be from a Participant's Authorised Representative.

11.5 All notifications from Participants relating to an Error Trade must contain:

11.5.1 Participant's primary contact details (name and direct line);

11.5.2 all specific details of the Transaction(s);

11.5.3 timestamps for each Transaction; and

11.5.4 Participant's reason for considering the Transaction to be an Error Trade.

11.6 An Error Trade Cancellation Notice issued by Kin Capital shall specify the affected counterparty(ies), Transaction details and timestamps.

11.7 Within thirty (30) minutes after the issue of an Error Trade Cancellation Notice by Kin Capital, the Participants party to the relevant Transaction may, jointly, agree that the Transaction does not constitute an Error Trade (a "**Good Trade**"). Good Trades shall not be cancelled but all Error Trades shall be cancelled by Kin Capital in accordance with this Part 10 of the Trading Rules.

11.8 Where an Error Trade is to be cancelled, then Kin Capital shall notify the counterparty(ies) of the cancellation of the Transaction, the Transaction shall be cancelled and a cancellation notice sent out to all Participants in respect of each such cancelled Transaction.

11.9 No handling charge will be payable in respect of a cancellation caused by any Error Trade.

11.10 If there is insufficient time in the Trading Day for any of the provisions of this Rule 10 to be carried out, Kin Capital and the relevant Participants shall use all reasonable endeavours to ensure that such procedures are completed prior to the commencement of trading on the next Trading Day or, if this is not possible, as soon as practicable after commencement of trading on the next Trading Day after the Trading Day on which the error event occurred.

12. **Settlement**

12.1 The settlement of trade orders on the Kin Capital Platform is conducted via smart contracts on the Kin Capital Blockchain.

12.2 Upon the matching of a buy order and sell order and the validation of the trade orders on Kin Capital Blockchain, the following actions take place instantaneously and simultaneously for settlement purposes:

12.2.1 in respect of the Participant who had placed the buy order, the applicable quantity of Kin Capital Fiat Tokens is debited from its Kin Capital Wallet and the applicable quantity of the relevant Security Tokens is credited into its Kin Capital Wallet;

12.2.2 in respect of the Participant who had placed the sell order, the applicable quantity of the relevant Security Tokens is debited from its Kin Capital Wallet and the applicable quantity of Kin Capital Fiat Tokens is credited into its Kin Capital Wallet; and

12.2.3 the trade is recorded on Kin Capital Blockchain.

12.3 The Participants must pay such fees and charges as Kin Capital may prescribe in relation to trading.

12.4 The account balances of Participant(s) and Issuer(s) in the transaction will be adjusted to reflect their participation.

12.5 **Settlement failure**

12.5.1 If settlement is prevented by technical or system failure and/or error on the Kin Capital Platform or Kin Capital Blockchain, Kin Capital shall notify Participants of the problem via the Kin Capital Platform as soon as practicable.

12.5.2 Upon the resolution of the problem, Kin Capital shall:

(a) notify Participants of the resolution of the problem;

(b) use best endeavours to conduct periodic reconciliation and settlement of trade orders that were affected by the problem;

(c) cancel trade orders that cannot be reconciled and/or settled; and

(d) notify Participants of the outcome of the reconciliation and settlement and whether affected trade orders have been settled or cancelled.

13. **Availability of pre-trade and post-trade information**

13.1 Kin Capital will make available to all Participants via the Kin Capital Platform the following information:

13.1.1 the existing bids and offers in the current order book, including the bid/offer price and quantity of such offers;

13.1.2 the price, volume and time of trades, which will be made available within one hour following each trade, for the last 100 transactions or all trades; and

13.1.3 consolidated information on the Security Token holdings of all Participants.

14. trading oversight and Platform management

14.1 The Market Requirements and Market Circulars will together set out the conduct requirements of Participants and Issuers on the Kin Capital Platform.

14.2 Kin Capital shall maintain in place systems to monitor compliance with the Trading Rules, disorderly trading conditions and conduct that may involve Market Abuse. Kin Capital shall enforce compliance with the Trading Rules and may take all measures necessary, in accordance with and subject to the provisions of the Trading Rules, to ensure orderly trading and the smooth operation of the Platform.

14.3 Without prejudice to the generality of Rule 14.2, in addition to initiating investigations, Kin Capital may impose other measures on Participants involved in prohibited market conduct. This includes suspending trading in certain Security Tokens or the participation of certain persons in activities on the Kin Capital Platform in accordance with Rule 15. Kin Capital may also prepare, publish, or submit to any Regulatory Authority reports on its findings from an investigation or other matters related to instances of market manipulation or abuse on the Kin Capital Platform.

14.4 Kin Capital has instituted policies and procedures for handling security, technology, and business management continuity matters and will, at various points in time, conduct tests and reviews as required under each such policy or procedure. Issuers and Participants shall cooperate with Kin Capital during all such tests and reviews, and shall not do or attempt to do anything that would or is likely to disrupt any of the same.

14.5 In order to ensure an orderly system functionality, the commencement of trading may, at the order of Kin Capital, be postponed for the entire Platform or trading hours may be extended or shortened, provided that Kin Capital shall be under an obligation to restore normal trading and normal trading hours as soon as reasonably practicable.

14.6 In the event of technical problems that may lead to violation of Applicable Law, Error Trades or breaches of security, or may materially impact the performance or impact the integrity or stability of the Platform, Kin Capital may, for an individual Participant or all Participants, temporarily suspend access to or trading through the Platform, to the extent required as a result of such technical problems.

14.7 In the event of measures being taken which materially affect the operation of the Platform, the Participants affected thereby shall, to the extent possible, be promptly notified via the Platform or - in the case of a Platform failure - by other suitable electronic means (including, without limitation, by way of Market Circular).

15. suspension/Trading halts

15.1 Notification of any suspension of trading of the Platform as a whole, or in respect of one or more Security Tokens shall be made by Kin Capital by way of Market Circular as soon as reasonably practicable.

15.2 Kin Capital may at any time suspend trading in whole or in respect of one or more Security Token types, if Kin Capital, as operator of the Platform:

- (a) in its discretion and acting reasonably, considers such action necessary to maintain the integrity of the Platform or the fair and orderly trading on the Platform (including without limitation where there is a significant price movement in a given Security Token on the Platform or a related trading venue during a short period); or
- (b) is directed to do so by a Regulatory Authority.

15.3 Kin Capital shall, as soon as practicable, revoke the suspension of trading in whole or in respect of one or more Security Token types if, in its opinion acting reasonably, the reason for such suspension has ceased to exist.

15.4 If trading in specific Security Token types is suspended in whole or in part, no new orders or prices may be entered in respect of such Security Token type for the duration of the suspension and all orders which are not matched prior to the time of suspension shall be cancelled.

15.5 Kin Capital shall not exercise any power under the Trading Rules to suspend or remove from trading any Security Token which no longer complies with the Trading Rules, where such a step would be likely to cause significant damage to the interest of Participants or the orderly functioning of the Platform unless Kin Capital is so directed by a Regulatory Authority.

16. **Circuit breakers**

16.1 Circuit breakers represent the price thresholds at which Kin Capital will halt trading on a Platform-wide basis to prevent disorderly trading. Kin Capital may prescribe at its sole discretion, for any or all Security Tokens, different types of circuit breaker mechanisms which are designed to temporarily restrict trading in the Security Token. In this regard, Kin Capital will consider a set of factors, which includes token market cap, token price and trading volumes.

16.2 The application of circuit breaker mechanisms will be published in a Market Circular.

16.3 Kin Capital shall announce the imposition and/or lifting of any cooling-off period on the Kin Capital Platform.

17. **the Kin Capital Platform downtime**

17.1 **Scheduled downtime**

17.1.1 The Kin Capital Platform will undergo scheduled routine maintenance to ensure optimal functioning. During the scheduled maintenance, the Kin Capital Platform will be closed and trading (including the entry, modification and cancellation of orders) will not be available on the Kin Capital Platform. The timing and duration of such scheduled downtime will be notified to Issuers and Participants at least one week in advance via Market Circular.

17.2 **Unplanned downtime**

17.2.1 The Kin Capital Platform may experience unplanned downtime such that trading will not be available on the Kin Capital Platform.

17.2.2 The occurrence of such unplanned downtime or emergency closure or suspension will be notified to Issuers and Participants as soon as practicable.

17.2.3 Operations will be resumed as soon as reasonably practicable following any such unplanned downtime or emergency closure or suspension. Resumption of trading following unplanned downtime or emergency closure or suspension will be notified to Issuers and Participants as soon as practicable.

17.2.4 Trades affected by any emergency suspension or closure will resume when the Kin Capital Platform resumes operations, unless Kin Capital considers it necessary to further suspend the trades.

18. **Complaints**

18.1 A Participant and/or Issuer may file a written complaint with Kin Capital with respect to:

18.1.1 any Issuer or Participant; and/or

- 18.1.2 a possible contravention of the Trading Rules and/or any Applicable Laws.
- 18.2 On receipt of such complaint, Kin Capital may, at its discretion, conduct an investigation and/or request for further information on the matter.
- 19. **Disciplinary action**
- 19.1 Kin Capital may:
 - 19.1.1 take disciplinary action against a Participant in respect of any act or omission that amounts to a material breach of the Trading Rules in accordance with the procedures made under Rule 18.3 below; and
 - 19.1.2 suspend or restrict a Participant's (or some or all of the Participant's Authorised Representatives') activities on the Platform on an interim basis when a matter is under investigation, provided that such suspension or restriction shall only be put in place where there is a reasonable suspicion that the Participant has committed a material breach of the Trading Rules.
- 19.2 Kin Capital may, in its absolute discretion, impose sanctions on a Participant (or some or all of the Participant's Authorised Representatives, as it may consider appropriate) for a material breach of the Rules constituting either or both of the following:
 - 19.2.1 temporary suspension; and
 - 19.2.2 termination of participation.
- 19.3 To achieve its overall aim to ensure the fair and orderly trading of Security Tokens on the Platform, Kin Capital will operate procedures designed to identify breaches of, and ensure Participant compliance with, the Rules, including without limitation scrutiny of trading data and reports.
- 19.4 In the event of any alleged breach or suspected breach by a Participant of the Trading Rules, Kin Capital shall notify the Participant of the commencement of an investigation along with reasonably sufficient information to allow the Participant to assess the alleged breach, save where such notification is precluded by applicable law or regulation. Where sufficient information exists regarding the cause of the alleged breach or suspected breach, such notification may include a request to the Participant to take such remedial action so as to ensure the alleged breach or suspected breach does not recur.
- 19.5 Kin Capital will investigate the facts of each case, seeking to understand why the alleged Rule breach occurred and will assess whether any remedial action the Participant has taken (pursuant to Rule 18.2) is adequate to prevent similar future occurrence.
- 19.6 In each case, Kin Capital shall determine whether to impose any of the sanctions in Rule 18.2 in relation to a breach of the Rules. In coming to such a determination, Kin Capital shall take into account a number of factors, including without limitation:
 - 19.6.1 the nature and seriousness of the Rule breach and the duration and frequency of misconduct;
 - 19.6.2 how the Rule breach came to light (e.g. whether flagged by the Participant under investigation);
 - 19.6.3 the actual or potential market impact of the Rule breach, and any other repercussions;
 - 19.6.4 the extent to which the Rule breach was deliberate or reckless;
 - 19.6.5 the compliance history of the Participant under investigation, and specific history regarding the Rule breach in question and whether any warning notices have previously been issued to the Participant in relation to the Rule;

- 19.6.6 consistent and fair application of the Rules (any precedents of similar Rule breaches); and
 - 19.6.7 the responsiveness and conduct of the Participant in relation to the matter under investigation.
- 19.7 Upon conclusion of its investigation, Kin Capital will decide what action is necessary in each instance and shall communicate such decision promptly to the Participant (including if any action is to be taken). In addition (or in the alternative) to the sanctions described in Rule 18.2, Kin Capital may, as an initial step, request that the Participant concerned (where this has not already been done pursuant to Rule 18.2) takes remedial action so as to ensure the breach does not recur. Alternatively, Kin Capital may decide to issue a warning notice to the Participant concerned. Kin Capital shall ensure that any sanction imposed upon a Participant is proportionate to the Rule breach in question and, where the sanction is a temporary suspension, such suspension shall cease when the Participant has carried out remedial action to Kin Capital's reasonable satisfaction. For the avoidance of doubt and subject to any other relevant provision of the Trading Rules any investigation, action or sanction shall remain confidential.
- 19.8 During its investigation, Kin Capital shall permit the Participant reasonable opportunity to submit petitions and/or information in relation to the alleged breach and Kin Capital shall take such submissions into account in reaching a conclusion as to any necessary action.
- 19.9 A Participant shall cooperate with Kin Capital in the investigation of potential breaches by providing reasonable assistance to Kin Capital including the provision of information reasonably requested by Kin Capital, subject to regulatory and confidentiality restrictions.
- 19.10 For the avoidance of doubt, a Participant shall be under no obligation to comply with a request to take remedial action made pursuant to Rule 18.2 or Rule 18.5.
- 19.11 A Participant may appeal a decision of Kin Capital related to disciplinary action within ten (10) Trading Days of receiving notice of the decision, specifying the grounds upon which the Participant is appealing and the reasons why it believes its participation should not be suspended/terminated. Appeals will be heard and decided by the Appeals Panel.
20. **Appeals**
- 20.1 The Appeals Panel shall be appointed by Kin Capital and shall comprise at least three members with appropriate experience. The members of the Appeals Panel must comprise of two non-executive directors of Kin Capital and one persons who is not an employee, former or present, or controlling person of Kin Capital or its parent company.
- 20.2 The Appeals Panel has the power to allocate costs between any appellant and Kin Capital for any appeal as it sees fit.
- 20.3 Following a referral to the Appeals Panel pursuant to Rule 18.11, the Appeals Panel shall convene and make a determination, by majority vote, on the matter within twenty (20) Trading Days of receipt of notice of appeal from the Participant. Such determination shall be to uphold, quash or amend the original decision that is the subject of the appeal.
- 20.4 A Participant shall cooperate with the Appeals Panel in the determination of the appeal by providing reasonable assistance to the Appeals Panel including the provision of information.

glossary of rulebook terms

The following terms shall have the following meanings when used in the Listing Rules unless the context otherwise requires:

Acceptable Jurisdiction	any jurisdiction approved by Kin Capital from time to time
Accredited Investor	has the meaning set out at Rule 501 of Regulation D as promulgated under the Securities Act of 1933
Algorithmic Trading	trading in Listed Tokens where a computer algorithm automatically determines individual parameters of orders such as whether to initiate the order, the timing, price or quantity of the order and does not include any system that is only used for the purpose of routing orders on the Platform
AML/CTF	anti-money laundering and counter-terrorist financing
Applicable Law	any applicable national, federal, supranational, state, regional, provincial, local or other statute, law, enactment, by-law, decree, resolution, ordinance, regulation, rule, code, guidance, order, direction, notification, published practice or concession, regulatory requirement, judgment or decision of a Governmental Authority and any memorandum of understanding (or equivalent) between Kin Capital and any rules, regulations, guidance and approach document of any other Regulatory Authority
Appeals Panel	Appeals Panel as formed in accordance with Rule 20 of the Trading Module of the Rulebook
Appeals Procedure	Appeals the appeals procedure as described in the Trading Module of the Rulebook, particularly Rule 20
Applicant	a person seeking admission as an Issuer and the issuance of its security token on the Permissioned Blockchain
Application	an application for admission as an Issuer
Appointed Custodian	Fireblocks Trust Company, a Limited Liability Company, with registered office at 441 Ninth Avenue, 15th Floor, New York, NY 10001, United States of America
Authority	any Regulatory Authority and any national, federal, supranational, state, regional, provincial, local or other government, government department, ministry, governmental or administrative authority, regulator, committee, council, agency, board, bureau, unit, commission, secretary of state, minister, court, tribunal, judicial body or arbitral body or any other Person exercising judicial, executive, interpretative, enforcement, regulatory, investigative, fiscal, taxing or legislative powers or authority anywhere in the world with competent jurisdiction
Associate	in the case of a company,

- (a) in relation to any director, chief executive officer, substantial shareholder or controlling shareholder (being an individual) means:
 - (i) his immediate family;
 - (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
 - (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; and
- (b) in relation to a substantial shareholder or a controlling shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more

in the case of a business trust,

- (a) in relation to any director, chief executive officer, or controlling shareholder of the trustee-manager, substantial unit-holder or shareholder of the trustee-manager, substantial unit-holder or controlling unit-holder of the business trust (being an individual) means:—
 - (i) his immediate family;
 - (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
 - (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; and
- (b) in relation to the controlling shareholder of the trustee-manager or substantial unit-holder or controlling unit-holder of the business trust (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more

Business Day

a day on which banks are open for general banking business in a Relevant Jurisdiction (not being a Saturday, Sunday or public holiday in the Relevant Jurisdiction)

Permissioned Blockchain	the permissioned blockchain operated by Kin Capital
Collective Investment Scheme	a collective investment scheme or fund established in accordance with the Applicable Law of the Relevant Jurisdiction
Companies Laws	the law or laws in the Relevant Jurisdiction dealing with the incorporation and administration of Corporate Entities and related matters
Connected Person	<p>in relation to:</p> <p>(a) company means a director, chief executive officer or substantial shareholder or controlling shareholder of the company or any of its subsidiaries or an associate of any of them; and</p> <p>(b) an Investment Fund means a director, chief executive officer or controlling shareholder of the manager or trustee-manager (as the case may be), or substantial unitholder or controlling unitholder of the Investment Fund or any of its subsidiaries or an associate of any of them</p>
Controlling Shareholder	<p>a person who:</p> <p>(a) holds, directly or indirectly, no less than 15% of the nominal amount of all voting shares in a company (unless Kin Capital determines at its discretion that a person who satisfies this criterion is not to be considered a controlling shareholder); or</p> <p>(b) in fact exercises control over a company.</p>
Controlling Unitholder	<p>in the case of an Investment Fund, a person who:</p> <p>(a) holds directly or indirectly 15.0% or more of the nominal amount of all voting units in Investment Fund; or</p> <p>(b) in fact exercises control over the Investment Fund.</p>
Corporate Entity	any entity incorporated or registered under the law/s of the Acceptable Jurisdiction it is established in
Disclosure Document	the disclosure document or documents prepared in accordance with the requirements set out in the Disclosure Document Module of the Platform Rulebook
Kin Capital	KIN Prosperity Fund 1 LLC, a California limited liability company

Kin Capital Platform	the trading platform operated by Kin Capital which allows for the trading of Listed Tokens on the Permissioned Blockchain. Kin Capital Platform includes the online platform which is accessible at such location as may be prescribed by Kin Capital from time to time. For the avoidance of doubt, where Kin Capital Platform is renamed to such other name as may be designated by Kin Capital from time to time, all references to Kin Capital Platform in the Platform Rulebook and other related documents, agreements and communications, including references in other defined terms, shall be construed to refer to such new name
Kin Capital Wallet	in relation to a Participant or Issuer, the digital wallet provided to such Participant or Issuer to store Listed Tokens
Eligibility Criteria	the eligibility criteria that must be met for a Person to be a Participant as prescribed by Kin Capital from time to time
Error Trade	has the meaning set out at Rule 11.3.2 of the Trading Module of the Platform Rulebook.
FATCA	Foreign Account Tax Compliance Act
Financial Reporting Standards	accounting rules for the financial statements of corporate entities
Fit and Proper	such rules or criteria prescribed by Kin Capital from time to time, including as mandated by Applicable Law, in respect of whether a Person has the ability to perform the relevant functions or activities they are applying to undertake in an efficient, honest and fair manner taking into account the Person's reputation, character, financial integrity and reliability
Force Majeure	an occurrence outside the control of Kin Capital or the relevant Member, as applicable, which prevents, hinders or delays the performance in whole or in part of any of its obligations hereunder (excluding an obligation to make a payment) (and, in relation only to any obligation of Kin Capital or a Member, which obligation has not yet fallen due, such an occurrence which would prevent, hinder or delay the performance in whole or in part of any of its obligations thereunder were the occurrence or effects of the occurrence to continue until the date of performance of the relevant obligation), including, but not limited to, fire, flood, storm, earthquake, explosion, war, hostilities, accidents howsoever caused, strike, labour dispute, lockout, work to rule or other industrial dispute, lack of energy supply, disruption or blackout of gas or electricity transmission systems, criminal action, terrorist action, civil unrest, embargoes, acts of God, acts of a public enemy, unavailability or impairment of computer or data processing facilities, the actions or omissions of third Persons (including, without limitation, repositories, , bank or electronic transfer systems, exchange bodies, Clearing Organisations and Governmental Authorities; and Illegality; or, in relation to delivery pursuant to any Contract, any event that is an event of force majeure (or similar event, howsoever defined) for that Contract;

Formal Notice	any notice published on the Kin Capital Platform and sent via email to the contact details registered with Kin Capital, to each Participant or Issuer, in respect of any matter required by Kin Capital Rules or the Listing Rules or required by Kin Capital in respect of any circumstances that Kin Capital determines should be the subject of a Formal Notice.
Group	the Issuer and its subsidiaries, unless specifically defined otherwise.
Insolvency Event	<p>in relation to a person, any of the following events:</p> <ul style="list-style-type: none">(a) a meeting of or negotiation with creditors of that person being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement) being proposed by or in relation to that person;(b) a charge holder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of that person;(c) that person ceasing to carry on all or a substantial part of its business or being deemed to be unable to pay its debts;(d) that person or its directors or the holder of a qualifying floating charge or any of its creditors giving notice of their intention to appoint, appointing or making an application to the court for the appointment of an administrator;(e) a petition being advertised or a resolution being passed or an order being made for the administration or the winding up, bankruptcy or dissolution of that person; or(f) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets
Intermediary Member	a Person who has a Trading Account on the Kin Capital Platform that is designated by Kin Capital as an account allowing trading on behalf of the Intermediary Member's customers
Issuer	a person who has issued Listed Tokens pursuant to a Private Placement on the Kin Capital Platform
Key officers	the management team (excluding directors) of an issuer or trustee manager, as the case may be, including its chief executive officer, chief financial officer, chief operating officer and any other individual, regardless of title, who (a) performs or has the capacity to perform any function or responsibility equivalent to that of the foregoing persons, or (b) is responsible for ensuring that the issuer complies with its obligations under the Market Requirements
Kin Capital Fund	the KIN Prosperity Fund 1 LLC

Listed Fund	a collective investment scheme including an investment company, a mutual fund and a business trust that has its units listed on the Kin Capital Platform and includes the Kin Capital Fund
Listed Token	the token issued or proposed to be issued on the Kin Capital Platform
Listing Module	the provisions of the Platform Rulebook entitled Listing Module that is published by Kin Capital, which sets out the requirements and obligations applying to Issuers, Participants and Applicants, as may from time to time be amended, modified, supplemented or replaced
major acquisition or disposal	<p>where the Issuer has-</p> <ul style="list-style-type: none"> (i) acquired or disposed of any asset or any entity, business or business trust (other than a common control entity, common control business or common control business trust); or (ii) entered into any agreement to acquire or dispose of any asset or any entity, business or business trust (whether or not that entity, business or business trust is a common control entity, common control business or common control business trust), <p>during the period between the beginning of the most recently completed financial year and the date of the information memorandum and –</p> <ul style="list-style-type: none"> (a) the net book value, or the absolute amount of the profit or loss before tax, of that asset, entity, business or business trust has or would have accounted for 10% or more of the absolute amount of the net assets or net liabilities, or the profit or loss before tax, respectively, of the relevant corporation or of the group (after adjusting for the effects of the group restructuring, where applicable), as the case may be, in respect of the most recently completed financial year; or (b) total net book value, or the total absolute amount of the profit or loss before tax, of all of those assets, entities, businesses and business trusts together have or would have accounted for 20% or more of the absolute amount of the net assets or net liabilities, or the profit or loss before tax, respectively, of the relevant corporation or of the group (after adjusting for the effects of the group restructuring, where applicable), as the case may be, in respect of the most recently completed financial year
Market Circular	a notice issued by Kin Capital from time to time in respect of certain operational, legal, regulatory or financial matters relevant to Participants
Market Maker Program	such program that is in place on the Platform to facilitate liquidity in the form of a continuous two-sided market

Market Requirements	the Platform Rulebook, Market Circulars and any other terms, rules and requirements that are published by Kin Capital pertaining to Participants, Applicants and/or Issuers, the listing of Listed Tokens and/or the Kin Capital Platform, as may from time to time be amended, modified, supplemented or replaced
Participant	a person who has opened a Trading Account on the Kin Capital Platform and whose Trading Account is valid and subsisting (whether or not suspended) and includes an Intermediary Participant
Participant Application Forms	such forms as are prescribed by Kin Capital from time to time for the purposes of a Person to apply to be registered as a Participant on the Platform
Person	any individual, partnership, firm, body corporate, association, trust, unincorporated organisation or other entity
Platform Rulebook	the rulebook that is published by Kin Capital, which sets out the requirements and obligations applying to Participants and Issuers, as may from time to time be amended, modified, supplemented or replaced
Private Placement	the private placement of a Listed Token to a select number of Qualified Participants, in accordance with the Relevant Securities Exemption
Qualified Participant	a Person that is an Accredited Investor and is onboarded on the Kin Capital Platform
Relevant Jurisdiction	the jurisdiction that an Issuer or Participant is established in or is otherwise subject to the laws and regulations thereof
Relevant Regulatory Authority and Regulatory Authority	any Authority which exercises a regulatory or supervisory function under the laws of any jurisdiction in relation to financial services, the financial markets, exchange bodies
Relevant Securities Exemption	an exemption from filing (including the filing of any prospectus or offering document), registering and/or being licensing in respect of (i) a Security Token, (ii) an Issuer and (iii) a Participant (in each case, as applicable) under the Applicable Laws of the Relevant Jurisdiction and includes in the present case, the 'Accredited Investor' exemption set out under Rule 501 of Regulation D as promulgated by the US Securities Act of 1933
Rule, Rules	any particular rule of the Platform Rulebook and Rules means all the rules of the Platform Rulebook
Security Token	digital token generated to represent the underlying Unit of the Kin Capital Fund and includes a Listed Token
Short Selling	the sale of Listed Tokens that the selling Participant does not own at the time of the sale
Smart Contract	a computerized transaction protocol that executes a pre-programmed function which may include the facilitation, verification and/or performance of a contract

Substantial Shareholder	a person who has an interest or interests in one or more voting shares and the total votes attached to such shares being not less than 5% of the total votes attached to all the voting shares
substantial unitholder	a person who has an interest or interests in one or more voting units in an Investment Fund, the total votes attached to such unit(s) being not less than 5% of the total votes attached to all the voting units in such Investment Fund
Supplementary Disclosure Document	a disclosure document that updates or amends the information in a Disclosure Document or otherwise sets out market sensitive information in respect of an Listed Token
Trading Account	a trading account maintained by a Participant, Intermediary Member or Issuer with Kin Capital
Trading Module	the provisions of the rulebook entitled Trading Module that are published by Kin Capital, which set out the requirements and obligations applying to Participants and Issuers, as may from time to time be amended, modified, supplemented or replaced
Trading Stages	has the meaning set out in Rule 10.1.2 of the Trading Module of the Platform Rulebook
Unit	a unit in the Kin Capital Fund
United States	the United States of America
United States Persons	any of the following: <ul style="list-style-type: none"> (a) a United States citizen; (b) United States resident, meaning: <ul style="list-style-type: none"> (i) an individual physically present in the United States for at least 31 days during the current year and 183 days during the three (3) year period that includes the current year and the two (2) years immediately before that: <ul style="list-style-type: none"> (1) counting all the days such individual was present in the current year; (2) 1/3 of the days such individual was present in the first year before the current year; and (3) 1/6 of the days such individual was present in the second year before the current year; (4) a green card holder; (5) an individual designated as a resident for United States tax purposes;

- (6) an individual with a United States mailing address or United States telephone number;
- (c) a corporation, partnership or entity organized or incorporated under the laws of the United States;
- (d) an estate of which any executor or administrator is a United States Person;
- (e) any trust of which any trustee is a United States Person;
- (f) any agency or branch of a foreign entity located in the United States;
- (g) a discretionary or similar account (other than an estate or trust) held by a fiduciary incorporated or organized, or (if an individual) a resident in the United States;
- (h) any non-discretionary or similar account (other than an estate or trust) held by a fiduciary for the benefit or account of a United States Person;
- (i) any partnership, corporation or entity incorporated or organized under the laws of any jurisdiction apart from the United States that is more than 25% owned or controlled by a United States Person(s); and
- (j) a partnership, corporation or entity with a United States mailing address or United States telephone number.