

EXCHANGE RULES

Last updated: 7 June 2024

These Rules (the “**Exchange Rules**”), in addition to the Terms and Conditions found in <https://pdax.ph/terms-and-conditions>, and all rules and policies incorporated therein by reference, shall govern your relationship with PDAX with respect to all Orders, Trades, or similar transactions between Users which are facilitated by PDAX.

These Exchange Rules are deemed an addition to and are incorporated into the Terms and Conditions. In case of conflict between the Terms and Conditions and these Exchange Rules, these Exchange Rules shall govern with respect to matters concerning Orders, Trades, and similar transactions between Users which are facilitated by PDAX.

1. EXCHANGE TRADING OVERVIEW AND GUIDELINES

- a. PDAX facilitates the purchase and sale of Digital Assets, and settles Trades in a number of Digital Asset Trading Pairs or Digital Asset and Fiat Currency Trading Pairs. The Trading Pairs available to you for trading may depend on the type and level of your PDAX Account.
- b. The User acknowledges and understands that Orders are placed and transactions executed using an electronic transaction system. If you incorrectly enter an Order or your Order violates the Terms and Conditions, these Exchange Rules, any rule or policy incorporated therein, or any addendum or agreement which you may have agreed to, your intended Order may not be executed, or an unintended Order may be executed. PDAX will not be liable for any resulting loss or damage you may suffer under such circumstances.
- c. The User understands that the PDAX Account may be used to buy and/or sell Digital Assets by placing your Orders through the PDAX Platform, subject to the transaction limits imposed for each User level. To learn more about PDAX’s account levels, [please click here](#).

2. GENERAL PROCEDURE

2.1. Order Placement, Matching, and Filling

- a. PDAX, on the PDAX Platform or the Order Book (as applicable), will Fill and match Orders at the best available price, in accordance with the User's Order instructions. With the continuous and unpredictable movement of market prices, the prices displayed on user interfaces, the PDAX Platform or any part thereof are in no way guaranteed. The User understands and agrees that PDAX will not be liable under any circumstance for the consequences of any delay in Order Filling or failure to execute or complete a Trade.
- b. When a Maker Order is matched with a Taker Order, those Orders are Filled and will be executed. A Maker Order may be matched with and Filled by one or more Taker Orders at the same price.
- c. An Exchange Limit Order will be immediately posted to the Order Book (as applicable), subject to any Time in Force Instructions, and can result in a Maker Order or a Taker Order, or an Order that is partially a Maker Order and partially a Taker Order.
- d. An Exchange Limit Order for a large quantity of Digital Assets can be partially matched, executed, and settled with smaller matching Orders. The portion that remains unfilled will remain good until Filled or cancelled by the User, as may be allowed under these Rules.
- e. If one of your Orders fully or partially matches another User's Order, the Order will be Filled, which results in an executed Trade. The PDAX Platform shall settle all Filled Orders immediately, by debiting and crediting the relevant balances of Digital Assets or Fiat Currency, as may be applicable in each of the counterparties' PDAX Account.
- f. Once the Trade is executed, your PDAX Account will be updated according to whether the Order has been fully executed and closed, or the Order has been partially executed. The Order will remain unfilled until it is fully executed or cancelled as permitted under these Exchange Rules. All Trades that result from partially or fully executed Orders shall be recorded on the exchange ledger immediately.
- g. Orders, once Filled and executed, are final and irreversible in accordance with Applicable Laws and Rules, and you may not change, withdraw, or cancel your authorization to complete such transaction or Trade. Any perfected and/or executed Trade constitutes a contract solely and exclusively between the Users who are the buyer and the seller, respectively, and counterparties of each executed Trade. This is without prejudice, and remains subject to PDAX's right and discretion, which the User expressly recognizes and accepts, to reverse or cancel transactions, including Failed Trades, in accordance with these Exchange Rules.
- h. You acknowledge that any Order that exceeds the amount of Available Balance in your PDAX Account or that of your counterparty will be rejected. Those Orders which are nevertheless processed and/or

matched by the PDAX Platform despite being unfunded or underfunded shall be reversed or cancelled, irrespective of the cause for the erroneous processing, and shall be considered a Failed Trade. Your affected PDAX Account shall revert to its balance immediately preceding any Failed Trade.

2.2. Posting of Orders to an Order Book

- a. In cases where an Order posted on the relevant Order Book is left completely or partially unfilled, such unfilled Order or unfilled portion, as the case may be, shall be treated as a Maker Order which shall remain open at that price on the relevant Order Book until:
 - (i) it is cancelled by the User in accordance with the Terms and Conditions and these Exchange Rules;
 - (ii) it is cancelled by PDAX during an outage due to maintenance or during a Downtime; or
 - (iii) it expires due to a Time in Force Instruction; or
 - (iv) it is completely Filled by one or more Taker Orders placed by another User.

2.3. Cancellation of Invalid, Void, Illegal, or Inexistent Transactions

- a. For the avoidance of doubt, PDAX expressly reserves its absolute right, prerogative, and authority to reverse and/or cancel any invalid, void, illegal, or inexistent transactions.
- b. Such right of reversal and/or cancellation may be exercised when:
 - (i) the Trading Contract is void and inexistent or illegal under Applicable Laws and Rules;
 - (ii) the Trade constitutes a Failed Trade or any Order is unfunded or inadequately funded;
 - (iii) it is shown and established that any Fiat Currency or Digital Asset so paid and transferred was not legally due, and such amount constitutes a new monetary obligation owed by the payee or recipient to the person who caused the payment; and
 - (iv) such other analogous circumstances.