

# OPERATIONAL RULES

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## I. General Provision

### Article 1: Purpose

The purpose of the Operating Rules of Unit of Trust (“UT”) Trading Market is to prescribe the terms and conditions, method, mechanism, procedure and management of the trading of UT on the UT Swap Online Trading Application (“App”).

### Article 2: Definition

The terms used in these rules are defined as below:

**Unit of Trust (“UT”):** unit linked to Zillion United’s Project.

**Project:** investment scheme created by Zillion United.

**UT Swap account:** the official account/user for login and/or for UT trading in UT Swap platform

**Trade:** the action of buy and sell UT in secondary market through UT Swap platform

**Subscribe:** the action of buy UT at initial offering a project to the public.

**Opening Price:** first traded price of UT on each trading day.

**Closing Price:** last traded price of UT on each trading day.

**Market price:** the last matched price of UT.

**Base price:** the initial listed price of UT which varies in accordance to project.

**24H High:** highest traded price of UT on each trading day.

**24H Low:** lowest traded price of UT on each trading day.

**24H Volume:** total traded volume of UT on each trading day.

**Order Book:** list of all unmatched orders for the project.

**Trader:** users who have obtained trader function in the platform

**Market watch:** the monitoring of market situation through analyzing the transactions of UT trading in the market, the status of orders, the announcements related to disclosure document, rumors, and information obtained from other sources.

## II. UT Trading in UT Swap platform

### Article 3: Creation of UT Swap account

In order to have right to trade UT in UT Swap platform, trader shall have their own personal UT Swap account by conduct the following procedure:

1. Go to Browser: <https://utswap.io/>
2. Sign up for a new account
3. Complete the information required by system
4. Follow our privacy policy
5. Agree and accept our Term & Conditions

### Article 4: Subscribe/ Place order in UT Swap

In order to subscribe/ place a buy or sell order of UT on the UT Swap platform, user shall conduct the following procedures:

1. Go to Browser: <https://utswap.io/>
2. Use your UT Swap account user to Sign/ log in UT Swap platform
3. Check the availability of your balance or UT to ensure the settlement or trading of order
4. Identify the detailed order information as prescribed in **Article 11**; and
5. Subscribe/ place order on our platform as prescribed in **Article 7**.

### Article 5: Account Type

Traders are classified, upgraded or degraded to certain account type based on the criteria below:

	Standard	Premium	Professional
<b>I. Register and Set-up</b>			
1. Account registration	√	√	√
2. KYC submission and approval	√	√	√
<b>II. Balance Requirement</b>			
1. No minimum balance requirement	√		
2. >USD30K average net balance in the past 3months/for 3months		√	
3. >USD50K average net balance in the past 3 months/for 3months			√
<b>III. Trading Activities</b>			
1. >USD200K average trade value the past 3 months			√
<b>IV. Training by Zillion United</b>			
1. Training session completion	√	√	√
<b>V. Other Requirements</b>			
1. Assets certificate deposit at Zillion Trust for balance margin accessibility		√	√

\*\*\* **Note:** Net balance = UT\*VWAP (User) + Total balance

## Article 6: Account Type Privileges

Account type are classified and entitled to the privileges set out below:

	Standard	Premium	Professional
<b>I. Information</b>			
1. View general information	√	√	√
<b>II. Market Access</b>			
1. Primary market subscription (presale discount)	√	√	√
2. Property swap		√	√
3. Offline project advanced notice		√	√
<b>III. Other Benefits</b>			
1. XX% trade credit margin (Able to trade over existing trading balance)		√	
2. XX% trade credit margin (Able to trade over existing trading balance)			√
3. Z1 membership program		√	√

## III. UT Trading Order

### Article 7: Type of Order

Traders shall select one of the below order types:

- **Limit Order:** an order to bid or ask for UTs at a specific maximum price acceptable to the trader or at a better price than the said price. For bid order, better price refers to the price lower than the specific price while for the case of ask order, better price refers to the price higher than the specific price.
- **Market Order:** an order to bid or ask for UTs at the best price available on the market without a specific maximum price preset.

### Article 8: Order Conditions

All orders shall have one of the below conditions affixed to it:

- **Total Order Condition:** Condition specifying to execute order only if the entire order quantity can be fulfilled.
- **Partial Order Condition:** Condition specifying to execute order at any quantity within the order quantity (default).

### Article 9: Validity of order

- A UT order shall be valid from the time it is submitted to the trading function of the UT Swap, and it is executed during the trading session.
- Notwithstanding Paragraph 1, the validity of an order of an UT or property swap may be suspended when the trading of such project or product is suspended during the trading hours.

#### Article 10: Correction or Cancellation of a Submitted Order

If an order is not executed yet, the trader may cancel the booking of the order.

#### Article 11: Detailed Order Information

All orders shall include the following details:

1. Project name;
2. Unit price (applicable on limit order only)
3. Quantity of UT
4. Order condition (total or partial – applicable on limit order only);
5. Classification of order (bid or ask order)

#### Article 12: Trading Methods

All UT trades shall be done through the Auction Trading Method (ATM).

#### Article 13: Auction Trading Method (ATM)

ATM is a method of automatically matching bid and ask orders using single or multiple price auction. Priority of orders in a single and multiple price auction shall be determined in accordance with the following guidelines:

1. The lower asking price order has priority over higher asking price order, and higher bidding price order shall have priority over lower buying price order; and
2. In the case of the same price orders, the orders placed earlier shall have priority to be matched over the orders placed later.
3. The matched transaction subject to fee charge as mention in **Article 23**.

#### Article 14: Trading Days and Hours

- Trading is open 7/7 and trading hours shall be from 9am to 4pm.
- Traders can place bid and ask orders OUT of the trading hours, though all orders would ONLY be matched and executed during trading hours based on ATM prescribed in Article13

### IV. Trading Conditions

#### Article 15: Currency, Order Unit, Minimum Order and Maximum UT

- Currency for UT trading is US dollars.
- The order unit for UT shall be 01 (one) unit of UT
- The minimum quantity per order is 1 UT.
- The maximum 20% of the whole UT of each project held by a user

#### Article 16: Price Limits

- Price for all orders shall be in 2 decimals
- For bid order, bid price shall NOT be higher than last price by 30%;
- For ask order, ask price shall NOT be lower than last price by 30%.

### Article 17: Correction of Trading Transaction Errors

In case the platform makes any technical error in the course of intermediating the trading transaction, Zillion United (“Administrator”) shall correct the transaction in due course. Trader shall carefully check and verify before carrying out any transaction.

### Article 18: Management of UT trading

Zillion United may adopt special terms and conditions for each project and/or UT trading market prior to listing (for example: lock up period, buyback ...etc.).

## V. Market Management

### Article 19: Publication of Market Data

The UT Swap platform shall make available to public the following data

- Opening price, closing price and market price
- Total trading volume and available UT amount
- Subscription volume and available UT amount
- News and updates related to project
- Details and performance of project

### Article 20: Matters to be Notified to Traders

The Administrator shall notify each of the following matters to traders:

- The operating rules and amendments (if any);
- Initially listed UT, additional listing, delisting, UT suspended from trading;
- Temporary closure of market, suspension of market and changes in trading hours and other matters deemed relevant and necessary.

### Article 21: Deposit

Traders can deposit to the UT Swap account anytime from any bank account it will immediately credit to your account; and trader can credit/top up to trading account maximum USD10,000 per transaction. The deposit processes subject to fee charge as mention in the **Article 23**.

### Article 22: Withdrawal

- Traders can withdraw fund from the UT Swap account anytime; and subject to the limit set force in accordance to his/her account class as below:

Account Type	Standard	Premium	Professional
Daily withdrawal limit	USD2,000	USD10,000	USD20,000

- Trader’s account type is subject to reclassification based on regular criteria review as prescribed in the **Article 5**.
- Trader can withdraw from UT Swap account Maximum USD10,000 per transaction.
- The process of withdrawal subject to fee charge as mention in the **Article 23**.

**\*\*\* Note:**

- Investors must inform Zillion United (within 7 business days) if withdrawal exceeds daily withdrawal limit
- In case, there is a locked-up balance, the withdrawal balance is:
  - If available balance + Pending balance + 70% of UT\*Last price (T-1) > Locked-up balance, the withdrawable balance is the available balance
  - If available balance + Pending balance + 70% of UT\*Last price (T-1) ≤ Locked-up balance, the withdrawable balance is null
- In case, there is no locked-up balance, the withdrawable balance is the available balance.

### Article 23: Fee Charge

The **Zillion United** will charge of our digital marketplace service through UT Swap platform as below:

- **Transaction Fee** (Buy/sell order): **0.3%** of total order value
- **Deposit Fee:**
  - **Local bank:** USD2 per transaction of any amount
  - **VISA, Master, JCB:** 3% of deposit amount per transaction
- **Withdrawal Fee:** 1.5% of withdrawal amount (**minimum USD5**) per transaction

## VI. Monitoring of UT Trading

### Article 24: Preventive Actions for Online Trading Application

To maintain a fair-trade environment and to protect investors, the Administrator may undertake preventive actions against unfair or abnormal trading.

### Article 25: Market Watch

The Administrator conducts market watch to identify the UT suspicious of abnormal trading by taking into accounts such matters as trading manners, price fluctuation, UT trading volume, and relationship between the market price and trade, and the details of rumors.

## VII. Online UT Trading Benefits and Risks

### Article 26: Benefits Associated with Online Trading

Users' benefit includes:

- **Time saving:** although required to thumbprint on written agreement later, online trading reduces the brick-and-mortar way of trade which requires appointment and paperwork ready before trading and execution. Trading can take place via mobile devices or laptops, allowing more flexibility, freedom and trading on the go.
- **Quick execution:** allow traders to place order for execution instantly which reduces listing time and facilitate complicated general and legal documentation process. Trading is time-sensitive, fluctuation of price and profit / loss could be made within seconds.

- **Real time monitoring:** allows traders to track investment portfolio with a single click. Traders could also view all UT bid and ask transactions to analyze the trading pattern for each project.
- **Access to data and tool for investment analysis:** allows traders to get access to pools of data and tools for investment analysis purpose. Traders are able to view real time orders, market prices and built-in portfolio valuation function for investment decision.
- **Knowledge:** online trading platform features analytic tools for indicators to users.

#### Article 27: Risks Associated with Online Trading

- **Possible loss on investment:** the return on investment or performance of UT is subject to change due to trading performance. Traders could incur loss as a result of own trading decision and there is no guarantee on positive returns.
- **Technical error:** simplified trading function allows room for quick profits and technical missteps. A single click without verification could result in profit / loss.
- **Internet dependent:** If the internet connection is interrupted, traders could lose out on a potentially important or lucrative trade.
- **Addictive nature:** Traders could go from investing to gambling since trading process has been simplified.

### VIII. Suspension, Termination and Cancellation of UT Swap account

#### Article 28: Suspension of UT Swap account

**Zillion United** shall be entitled to temporarily suspend UT trading the following situations:

- unfair or abnormal trading pattern has been detected; or
- orders from the competent authorities or court; or
- other conditions deem relevant and necessary, to be decided by **Zillion United**.

Traders shall bear in mind that suspension of trading may be held without prior to notification. Once suspension is made, it shall never last longer than 03 days. **Zillion United** will notify to traders the schedule that market is set to resume.

#### Article 29: Termination of UT Swap account

**Zillion United** shall be entitled to terminate UT Swap account in the following situations:

- inactive account for the past 12months;
- repeated violations of operational rules by the account holder;
- request by the account holder;
- orders from the competent authorities or court; or
- other conditions required or permitted by the laws.

Prior to termination, notification may be issued to the account holder, provided that it is relevant and necessary to do so.

In case the account is being terminated, balance that remains in the account, if any, shall be returned to the account holder, except required otherwise by the competent authorities, court or applicable laws.

### Article 30: Violation and disciplinary actions (notification, warning, administrative action, penalty)

In case traders violate any term of these operational rules, **Zillion United** is entitled undertake actions as follows:

- Notification; and/or
- Warning; and /or
- Administrative actions (example suspension or termination of account etc.); and /or
- Appropriate penalty allowed by laws; and/or
- Legal action(s), if deems necessary.

## IX. Miscellaneous

### Article 31: Disclaimers and waivers

Traders shall bear in mind that property or project that is being traded has been studied through a legality and due diligence process before its entry into market. However, it is natural that such property on the later stage become defective due to acts of God, war, terrorism, civil disturbance, court order or other natural disaster likes beyond reasonable control of **Zillion United**. In such situations, **Zillion United** shall not be held responsible for any loss of capital or profit of trader as result of any event occurred outside of its control or caused by any force majeure event. Traders shall waive all claims and hold harmless against **Zillion United**, its directors and staff for any and all losses of capital or profit, liabilities, demands and expenses (including attorney's fee) as result of any event occurred as described above.

### Article 32: Applicable laws and dispute resolutions

These operational rules are governed by the law of the Kingdom of Cambodia. In the event of any dispute arising out of or in connection with the interpretation of these operation rules, including question regarding the existence, validity or termination, such disputes shall be resolved peacefully and in the best possible capacity for a maximum of sixty (60) Business Days. In the event that a peaceful settlement is not feasible or does not achieve results, either party may refer the case to competent institution or court.

### Article 33: Amendment of operational rules

These operational rules may be amended from time to time upon the necessity of market conditions, requirement by competent authorities and applicable laws. Zillion United will notify traders about future amendment of these operational rules, if any.

### Article 34: Inquiry

Any inquiry regarding these operational rules can be reach:

- ✚ Company : **Zillion United Co., Ltd**
- ✚ Address : Samai Square #2, Khan Toul Kork, Phnom Penh, Cambodia
- ✚ Telephone : 078 880 111
- ✚ Email address : [info@zillionunited.io](mailto:info@zillionunited.io)
- ✚ Website address: [www.zillionunited.io](http://www.zillionunited.io)