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# Calculation Methodology for Fees

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## Fees

- a. The License fee, as defined herein, shall constitute a sum of fees charged by Finery Markets for the provision of services to User, to be paid on a monthly basis, in accordance with the Terms and Conditions, Operating rules and Tariff Policy.
- b. All types of License fees charged by Finery Markets must be clearly communicated to a User before any services are rendered:

## Maker - Taker model (FM Marketplace)

### B.1 Taker fee

#### B.1.1 Software Usage fee

The software usage fee rate is determined based on a tiered system, which assigns a User to a specific tier based on the trading turnover of a User in the calendar month. The software usage fee is applicable to all trades made by a User, except for inter-dealer trades, which are outlined in Table 1 under "Types of Trading" (see [FAQ section](#)). An inter-dealer fee is applicable to inter-dealer trades made by a User, as specified in Table 1 under "Types of Trading" (see [FAQ section](#)).

#### B.2.1 Other fees

**API integration fee** refers to a one-time fee that is charged by Finery Markets to provide technical support to a User with the API (Application Programming Interface) integration.

**Consultancy fee** refers to the compensation charged by Finery Markets for their

advisory services in relation to the use and implementation of their software for digital assets. This fee is charged on a project basis. The consultancy fee may vary based on factors such as the scope of services and duration of engagement

**Minimum Fee** as used in this document refers to the lowest monthly charge applicable to the User. This fee is calculated based on the User's individual market setup, which encompasses factors such as connectivity, expected requests-per-second, transactions-per-second, and other relevant considerations. The Minimum Fee is non-negotiable and must be paid regardless of the User's actual usage or consumption of the provided services. Finery Markets retains the right to adjust the calculation or amount of the Minimum Fee at its sole discretion. The Minimum Fee should be specified in the separate addendum to the T&C.

**Onboarding Fee** as used in this document refers to a fixed, one-time charge imposed on the User at the commencement of services. This fee is determined by the unique configuration of the User's market setup, considering variables such as connectivity type, projected requests-per-second and transactions-per-second, among other relevant factors. Onboarding Fee is non-refundable and must be settled in its entirety prior to the initiation of services rendered by Finery Markets. Finery Markets retains the right to adjust the calculation or amount of the Onboarding Fee at its sole discretion.

## B.2 Maker fee

### B.2.1 Software usage fee

The software usage fee rate remains constant and is calculated based on the trading turnover of a User during the calendar month.

The software usage fee is applicable to all trades made by a User, except for inter-dealer trades, which are outlined in Table 1 under "Types of Trading" ([see FAQ section](#)). An inter-dealer fee is applicable to inter-dealer trades made by a User, as specified in Table 1 under "Types of Trading" ([see FAQ section](#)).

### B.2.2 Other fees

A **mark-up fee** shall be assessed on a per-usage basis for those Users who utilize the mark-up feature. Finery Markets may charge a fee as a percentage of the mark-ups charged by Users.

**Overnight (roll-over) fees** refer to the charges incurred for maintaining an open

position overnight. The calculation of these fees is based on the overnight rate applied by a User to the relevant instrument involved in the trade. Overnight Fees are calculated as net open (unsettled) positions multiplied by the overnight rate as defined in the Operating rules. Overnight fee should be calculated as a percentage of revenue derived from the roll-over (overnight) fees charged by Users.

**Minimum Fee** as used in this document refers to the lowest monthly charge applicable to the User. This fee is calculated based on the User's individual market setup, which encompasses factors such as connectivity, expected requests-per-second, transactions-per-second, and other relevant considerations. The Minimum Fee is non-negotiable and must be paid regardless of the User's actual usage or consumption of the provided services. Finery Markets retains the right to adjust the calculation or amount of the Minimum Fee at its sole discretion. The Minimum Fee should be specified in the separate addendum to the T&C.

**Onboarding Fee** as used in this document refers to a fixed, one-time charge imposed on the User at the commencement of services. This fee is determined by the unique configuration of the User's market setup, considering variables such as connectivity type, projected requests-per-second and transactions-per-second, among other relevant factors. Onboarding Fee is non-refundable and must be settled in its entirety prior to the initiation of services rendered by Finery Markets. Finery Markets retains the right to adjust the calculation or amount of the Onboarding Fee at its sole discretion.

## B.3 Trading turnover

B.3.1 **Trading turnover** encompasses all trading modes, including firm order book and RFQ. Trading turnover is calculated based on the formula below:

$$\text{Trading turnover} = \sum_{a=1}^A \left( \sum_{t=1}^{Ta} P_t * S_t \right), \text{ where}$$

A - the total number of unique currency pairs traded by a User during the calendar month

T<sub>a</sub> - the total number of trades with the currency pair with index *a* made by a User during the calendar month

P<sub>t</sub> - the price of the order with index *t* with currency pair with index *a* (including all User's markups applied), USD

$S_t$  - the size of the trade with index  $t$ , quantity

**Markups are applied to prices in accordance the following algorithm:**

$$P = P_{raw} * \prod_{m=1}^M (1 + MU_m), \text{ where}$$

$P$  - the order price with all User's markups applied

$P_{raw}$  - the order price before applied markups

$M$  - the total number of available markups applicable to the particular trades

$MU_m$  - the markup with index  $m$ , decimal number

**Example.** a User made trades with 2 currency pairs, e.g. BTC / USDC and ETH / USDC.

Over a calendar month a User conducted the following transactions:

Trade	Currency pair	Price ( $P_{raw}$ )	Size ( $S$ )	Applied mark-ups ( $MU$ )
1	BTC / USDC	10000	1	$MU1 = 0.0001$ $MU2 = 0.0002$
2	BTC / USDC	15000	2	$MU1 = 0.0001$ $MU2 = 0.0002$
3	ETH / USDC	2000	5	$MU1 = 0.0005$
4	ETH / USDC	4000	10	$MU1 = 0.0004$

$$\text{Trading turnover} = 1 * 10\,000 * (1.0001) * (1.0002) + 2 * 15\,000 * (1.0001) * (1.0002) + 5 * 2\,000 * (1.0005) + 10 * 4\,000 * (1.0004)$$

## Master - Sub-account model (FM Liquidity Match)

C. The master account functions as a representative for the purpose of fee payment

### C.1 Software usage fee

The software usage fee is determined based on a tiered system, which assigns a User to a specific tier based on the aggregated trading turnover of a User and its sub-accounts in the calendar month.

The software usage fee is applicable to all trades made by a User and their

sub-accounts or a User and another, except for (1) trades eligible for a *maker fee rate* and (2) *inter-dealer trades*, which are outlined in Table 1 under "Types of Trading" ([see FAQ section](#)).

The Maker fee rate is applicable to any trades between the master account and another master account or a taker, where the master account acts as a maker.

An inter-dealer fee is applicable to inter-dealer trades made by a User and its sub-accounts, as specified in Table 1 under "Types of Trading" ([see FAQ section](#)).

## C.2 Other fees

**API integration fee** refers to a one-time fee that is charged by Finery Markets to provide technical support to a User with the API (Application Programming Interface) integration.

A **whitelabel fee** is charged for a process that enables users to use Finery Markets' front-end interface labeled as their own.

A **mark-up fee** shall be assessed on a per-usage basis for those Users who utilize the mark-up feature. Finery Markets may charge a fee as a percentage of the mark-ups charged by Users.

**Overnight (roll-over) fees** refer to the charges incurred for maintaining an open position overnight. The calculation of these fees is based on the overnight rate applied by a User to the relevant instrument involved in the trade. Overnight Fees are calculated as net open (unsettled) positions multiplied by the overnight rate as defined in the Operating rules. Overnight fee should be calculated as a percentage of revenue derived from the roll-over (overnight) fees charged by Users.

**Consultancy fee** refers to the compensation charged by Finery Markets for their advisory services in relation to the use and implementation of their software for digital assets. This fee is charged on a project basis. The consultancy fee may vary based on factors such as the scope of services and duration of engagement.

**Minimum Fee** as used in this document refers to the lowest monthly charge applicable to the User. This fee is calculated based on the User's individual market setup, which encompasses factors such as connectivity, expected requests-per-second, transactions-per-second, and other relevant considerations. The Minimum Fee is non-negotiable and must be paid regardless of the User's actual usage or consumption of the provided services. Finery Markets retains the

right to adjust the calculation or amount of the Minimum Fee at its sole discretion. The Minimum Fee should be specified in the separate addendum to the T&C.

**Onboarding Fee** as used in this document refers to a fixed, one-time charge imposed on the User at the commencement of services. This fee is determined by the unique configuration of the User's market setup, considering variables such as connectivity type, projected requests-per-second and transactions-per-second, among other relevant factors. Onboarding Fee is non-refundable and must be settled in its entirety prior to the initiation of services rendered by Finery Markets. Finery Markets retains the right to adjust the calculation or amount of the Onboarding Fee at its sole discretion.

C.4.3 Finery Markets determines the User's tier monthly based on the User's and its subaccount's aggregated trading volumes for the calendar month, starting from the date of the initial transaction in the production environment.

The software usage fee rate shall be implemented based on the User's tier starting from the date of the initial transaction conducted by a User's Master account or its sub-accounts in the production environment, with the exception of test transactions.

### C.3 Aggregated trading turnover

C.3.1. Trading turnover encompasses all trading modes, including firm order book and RFQ. Aggregated trading turnover is calculated based on the formula below:

**Aggregated trading turnover** =  $\sum_{a=1}^A (\sum_{t=1}^{Ta} P_t * S_t)$ , where

A - the total number of unique currency pairs traded by a User and its sub-accounts or by a User and another user, who acts as a maker, during the month

Ta - the total number of trades with the currency pair with index a made by a User and its sub-accounts or by a User and another user, who acts as a maker. during the month

Pt - the price of the order with index t with currency pair with index a (including all User's markups applied), USD

St - the size of the trade with index t, quantity

**Markups are applied to prices in accordance the following algorithm:**

$$P = P_{raw} * \prod_{m=1}^M (1 + MU_m), \text{ where}$$

P - the order price with all User's markups applied

$P_{raw}$  - the order price before applied markups

M - the total number of available markups applicable to the particular trades

$MU_m$  - the markup with index  $m$ , decimal number

**Note.** If a trade is made between sub-accounts of the same User or between User and its subaccounts, it shall be included as a single trade into the aggregated turnover, so the trading turnover is only counted once.

**Example.** a User and its sub-accounts made trades with 2 currency pairs, e.g. BTC / USDC and ETH / USDC. Over a calendar month a User and its sub-accounts conducted the following transactions:

Trade	Currency pair	Price ( $P_{raw}$ )	Size (S)	Applied mark-ups (MU)
1	BTC / USDC	10000	1	$MU1 = 0.0001$ $MU2 = 0.0002$
2	BTC / USDC	15000	2	$MU1 = 0.0001$ $MU2 = 0.0002$
3	ETH / USDC	2000	5	$MU1 = 0.0005$
4	ETH / USDC	4000	10	$MU1 = 0.0004$

**Aggregated trading turnover** =  $1 * 10\,000 * (1.0001) * (1.0002) + 2 * 15000 * (1.0001) * (1.0002) + 5 * 2000 * (1.0005) + 10 * 4000 * (1.0004)$

C.4 If a User acts as a maker for another user (either a master or taker), the trading turnover from such trades will not be eligible and will not be included in the aggregated trading volume used to determine the Master tiers.

## D. The sub-accounts act as representatives for the purpose of fee payment

### D.1 Taker fee for sub-accounts

#### B.1.1 Software usage fee

The software usage fee rate is determined based on a tiered system, which assigns a sub-account of a User to a specific tier based on the trading turnover of a sub-account of a User in the calendar month.

The software usage fee is applicable to all trades made by a sub-account of a User,



except for inter-dealer trades, which are outlined in Table 1 under "Types of Trading" (see [FAQ section](#)).

An inter-dealer fee is applicable to inter-dealer trades made by a User, as specified in Table 1 under "Types of Trading" (see [FAQ section](#)).

### B.2.1 Other fees

**API integration fee** refers to a one-time fee that is charged by Finery Markets to provide technical support to a User with the API (Application Programming Interface) integration.

**Consultancy fee** refers to the compensation charged by Finery Markets for their advisory services in relation to the use and implementation of their software for digital assets. This fee is charged on a project basis. The consultancy fee may vary based on factors such as the scope of services and duration of engagement.

**Minimum Fee** as used in this document refers to the lowest monthly charge applicable to the User. This fee is calculated based on the User's individual market setup, which encompasses factors such as connectivity, expected requests-per-second, transactions-per-second, and other relevant considerations. The Minimum Fee is non-negotiable and must be paid regardless of the User's actual usage or consumption of the provided services. Finery Markets retains the right to adjust the calculation or amount of the Minimum Fee at its sole discretion. The Minimum Fee should be specified in the separate addendum to the T&C.

**Onboarding Fee** as used in this document refers to a fixed, one-time charge imposed on the User at the commencement of services. This fee is determined by the unique configuration of the User's market setup, considering variables such as connectivity type, projected requests-per-second and transactions-per-second, among other relevant factors. Onboarding Fee is non-refundable and must be settled in its entirety prior to the initiation of services rendered by Finery Markets. Finery Markets retains the right to adjust the calculation or amount of the Onboarding Fee at its sole discretion.

## D.2 Maker fee for a User account and its sub-accounts

### D.2.1 Software usage fee

The software usage fee rate remains constant and is calculated based on the trading turnover of a User and its sub-accounts during the calendar month. Each sub-account shall bear the responsibility of covering the turnover fee associated with its respective trading turnover, whereas the User shall be accountable for paying the turnover fee pertaining to their trading turnover.

The software usage fee is applicable to all trades made by a User or a sub-account of a User, except for inter-dealer trades, which are outlined in Table 1 under "Types of Trading" (see [FAQ section](#)).

An inter-dealer fee is applicable to inter-dealer trades made by a User, as specified in Table 1 under "Types of Trading" (see [FAQ section](#)).

#### D.2.2 Other fees

A **mark-up fee** shall be assessed on a per-usage basis for those Users who utilize the mark-up feature. Finery Markets may charge a fee as a percentage of the mark-ups charged by Users.

**Overnight (roll-over) fees** refer to the charges incurred for maintaining an open position overnight. The calculation of these fees is based on the overnight rate applied by a User to the relevant instrument involved in the trade. Overnight Fees are calculated as net open (unsettled) positions multiplied by the overnight rate as defined in the Operating rules. Overnight fee should be calculated as a percentage of revenue derived from the roll-over (overnight) fees charged by Users.

**Minimum Fee** as used in this document refers to the lowest monthly charge applicable to the User. This fee is calculated based on the User's individual market setup, which encompasses factors such as connectivity, expected requests-per-second, transactions-per-second, and other relevant considerations. The Minimum Fee is non-negotiable and must be paid regardless of the User's actual usage or consumption of the provided services. Finery Markets retains the right to adjust the calculation or amount of the Minimum Fee at its sole discretion. The Minimum Fee should be specified in the separate addendum to the T&C.

**Onboarding Fee** as used in this document refers to a fixed, one-time charge imposed on the User at the commencement of services. This fee is determined by the unique configuration of the User's market setup, considering variables such as connectivity type, projected requests-per-second and transactions-per-second, among other relevant factors. Onboarding Fee is non-refundable and must be settled in its entirety prior to the initiation of services rendered by Finery Markets. Finery Markets retains the right to adjust the calculation or amount of the Onboarding Fee at its sole discretion.

### D.3 Trading turnover

D.3.1 Trading turnover encompasses all trading modes, including firm order book and RFQ. **Trading turnover of a User and a sub-account** of a User is calculated based on the formula below:

$$\text{Trading turnover} = \sum_{a=1}^A (\sum_{t=1}^{Ta} P_t * S_t), \text{ where}$$

A - the total number of unique currency pairs traded by a User or a sub-account during the calendar month

Ta - the total number of trades with the currency pair with index a made by a User or a sub-account during the calendar month

Pt - the price of the order with index t with currency pair with index a (including all User's markups applied), USD

St - the size of the trade with index t, quantity

**Markups are applied to prices in accordance the following algorithm:**

$$P = P_{raw} * \prod_{m=1}^M (1 + MU_m), \text{ where}$$

P - the order price with all User's or sub-account's markups applied

Praw - the order price before applied markups

M - the total number of available markups applicable to the particular trades

MUm - the markup with index m, decimal number

**Example.** a User or a sub-account made trades with 2 currency pairs, e.g. BTC / USDC and ETH / USDC. Over a calendar month a User conducted the following transactions:

Trade	Currency pair	Price (Praw)	Size (S)	Applied mark-ups (MU)
1	BTC / USDC	10000	1	MU1= 0.0001 MU2 =0.0002
2	BTC / USDC	15000	2	MU1= 0.0001 MU2 =0.0002
3	ETH / USDC	2000	5	MU1 = 0.0005
4	ETH / USDC	4000	10	MU1 = 0.0004

$$\text{Trading turnover} = 1 * 10\,000 * (1.0001) * (1.0002) + 2 * 15000 * (1.0001) * (1.0002) + 5 * 2000 * (1.0005) + 10 * 4000 * (1.0004)$$

## Inter-dealer trades

**Inter-dealer trades** refer to trades made in a firm book mode between Users who act as Makers on the Finery Markets platform. In other words, these trades occur between two liquidity providers, where one User acts as the Taker (who would otherwise be a Maker) and the other User acts as a Maker through either a Maker or a Master account, as specified in Table 1 "Types of Trading" (see [FAQ section](#)).

**Inter-dealer fee** is applicable to all inter-dealer trades under both Maker - Taker (FM Marketplace) and Master-Taker (FM Liquidity Match) models.

Users acting as makers in the inter-dealer trade on the Finery Markets platform are solely responsible for the payment of the inter-dealer turnover fee applicable to all inter-dealer trades.

### F. Other

f. Finery Markets reserves the right to change the fees at its sole discretion with at least 7 days advance notice to a User.