

[French Version](#)

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Relationship Disclosure

I. Purpose

This document sets out important information concerning our relationship with you, including information about Foris DAX CAN ULC d/b/a Crypto.com or Crypto.com Canada (“we” or “us” or “**Firm**”), the services that we offer and your account with us. Other important information you need to know about your relationship with us is contained in the [Crypto.com App Terms and Conditions](#), [Crypto.com App Risk Statement](#), [Crypto.com Advanced Trading Service Terms and Conditions](#), [Crypto.com Advanced Trading Service Risk Statement](#), [Privacy Policy](#), and other documents on our website and/or mobile application (the “**Crypto.com Platform**”).

II. Information about Crypto.com

Crypto.com is registered as a restricted dealer in each province and territory of Canada, Subject to specific terms and conditions contained in the exemptive relief decision *Re Foris DAX CAN ULC.*, dated May 8, 2025 (“**Decision**”). The Decision allows Foris DAX CAN ULC to operate a crypto asset trading platform on which Canadian residents may buy, sell, store, and transfer crypto assets that have been approved by Crypto.com. Foris DAX CAN ULC is not subject to all requirements otherwise applicable to an investment dealer and CIRO member, including those that apply to marketplaces and to trading on marketplaces.

III. Products and Services

Crypto.com offers the services made available through the Crypto.com App and the Crypto.com Advanced Trading Service, as described in the Crypto.com App Terms and Conditions and the Crypto.com Advanced Trading Service Terms and Conditions, respectively. Crypto.com does not list any crypto asset (nor any other asset) that is itself considered a security or derivative under the securities legislation in Canada. However, we enter into crypto asset contracts with you, which are subject to securities legislation in Canada because you do not take immediate delivery of the underlying crypto asset. We have established policies and procedures to review crypto assets to determine whether we can provide them to clients. To do so, we assess, among other things, the supply, demand, maturity, utility, liquidity, design, governance, and usage of the crypto assets as well as material technical, legal, and regulatory risks associated with the crypto asset.

Please note that no securities regulatory authority in Canada has expressed an opinion about any of the crypto assets made available through our services or the crypto asset contracts related to any of the crypto assets made available through our services, including any opinion that any individual crypto asset is not itself a security and/or derivative under applicable securities laws.

Each crypto asset made available on the Crypto.com Platform has a publicly available <Crypto Asset Statements>. If there are material changes to the crypto asset, the Firm will update the crypto asset's corresponding Crypto Asset Statement. If the Firm delists the crypto asset, you will be required to sell or withdraw the crypto asset from the Crypto.com Platform.

IV. KYC and Appropriateness; No Suitability Determinations

In accordance with regulation, Crypto.com conducts an assessment of the appropriateness of opening an account for you before opening an account and on an ongoing basis. If we determine that our services are not appropriate for you, you will not be able to purchase, receive or obtain crypto assets on our platform nor use any services on our platform.

Additionally, in accordance with applicable anti-money laundering regulations, we collect “know your customer” information such as your government-issued identity documents, name, and date of birth. If your Know Your Customer information changes, you must promptly notify us of the changes.

You acknowledge that we will not provide you with any financial advice or recommendations and we are not responsible for determining the suitability of each transaction when accepting orders to buy or sell crypto assets. You are solely responsible for your own decisions. We do not provide any financial, legal, tax or investment advice or recommendations.

V. Custodial Arrangements

The Firm uses hot wallet software to automate the receipt of your crypto asset deposits from external digital wallet addresses; the transfer of your crypto assets to Crypto.com Custody Trust Company; and the withdrawal of your crypto assets to the external digital wallet you designate for receipt. Accordingly, the Firm has access to client assets received by and transmitted via the hot wallet software. The Firm maintains insurance to cover the theft of crypto assets that are received and transmitted through its hot wallet software. The insurance may not be sufficient to cover all losses. Currently, the Firm's personnel who have access and control of the hot wallet software system reside outside of Canada. The Firm will oversee these personnel to act in accordance with applicable law notwithstanding their location.

The Firm uses Crypto.com Custody Trust Company (“**Crypto Custodian**”) to store your crypto assets on your behalf and for your benefit. Crypto.com Custody is a New Hampshire-chartered trust company operating under the supervision of the New Hampshire Banking Department. The

Crypto Custodian stores 100% of all crypto asset private keys using multiparty computation and stores your crypto assets in omnibus custody accounts designated for your benefit that are segregated from all other accounts. At all times, at least 80% of customer crypto assets are held with Crypto.com Custody Trust Company. The Crypto Custodian maintains insurance to cover the theft of crypto assets it holds for your benefit. The insurance may not be sufficient to cover all losses.

The Crypto Custodian holds your crypto assets in the United States and is subject to the insolvency, liquidation, and bankruptcy laws of the United States. Accordingly, in the event of the Crypto Custodian's insolvency, liquidation, or bankruptcy, your assets will be subject to the insolvency and bankruptcy laws and procedures under U.S. law rather than Canadian law. This could result in a different timeline and process for the return of your assets than would be achieved under Canadian law. The Crypto Custodian is obligated by contract with us to hold your assets for your benefit, separate and apart from the assets of other customers, the Crypto Custodian, and our assets, and to cooperate in returning your assets in the event of our or the Crypto Custodian's insolvency, dissolution, or liquidation. This process would be subject to U.S. laws and procedures for the insolvency, liquidation, or dissolution of the Crypto Custodian. The Firm, through personnel who reside outside of Canada, has access to the crypto assets held by the Crypto Custodian in order to facilitate your withdrawal instructions and to ensure the safeguarding of your assets.

Your Canadian dollar deposits are held on your behalf and for your benefit in a designated omnibus account with a Canadian financial institution ("**Cash Custodian**", together with the Crypto Custodian, the "**Custodians**"). The assets are held separate and apart from our assets or the assets of the Cash Custodian. The assets are subject to insurance; however, the insurance may not be sufficient to cover all losses.

We have considered the nature of the regulation, operations, insurance, and finances of the Custodians and have concluded that the Custodians are appropriate for this service.

Clients assets could be subject to the risk of loss if:

- (i) the applicable Custodian or the Firm becomes bankrupt or insolvent or is subject to dissolution or liquidation proceedings;
- (ii) if there is a breakdown or breach in the applicable Custodian's or the Firm's information technology systems and controls; or
- (iii) due to fraud, willful or reckless misconduct, negligence, or error of the applicable Custodian or the Firm or their respective personnel or service providers.

VI. Risk Statements

Please refer to the <Crypto.com App Risk Statement> and the <Crypto.com Advanced Trading Service Risk Statement> for information about the risks that should be considered when using the respective service and when considering whether to purchase crypto assets. Please also

review the <On-Chain Risk Statement> when considering whether to participate in the Firm's Staking Service.

VII. Margin, Leverage, and Financing of Crypto Asset Purchases

Crypto.com Canada does not, and will not, offer margin, credit or otherwise offer leverage to clients, and will not offer derivatives based on Crypto Assets, other than Crypto Contracts.

Using margin, leverage, borrowed funds, or other forms of financing from third parties to purchase crypto assets creates greater and additional risks than purchasing a crypto asset with all of your own funds. If you finance your purchase with us by obtaining margin, credit, or financing from a third party, you are liable to repay the loan and interest in accordance with the terms and conditions of the financing agreement.

You should only use financing if you:

- Understand the risks involved;
- Are able to repay the loan and interest, even if the value of the crypto assets you purchased decline; and
- You have adequate income and assets for the nature of the loan.

VIII. Conflicts of Interest

We have adopted policies and procedures designed to identify, disclose, and manage material conflicts of interest arising from our operations in connection with the Services we provide you in your best interest. We believe these policies and procedures are sufficient to identify, disclose, and manage material conflicts of interest, protect our customers' interests, and to fulfill our obligations to our customers. We have implemented safeguards designed to ensure that our management and operations and the management and operations of our affiliates are operationally independent. The services provided by these affiliates are subject to contractual obligations to the Firm that are monitored by us with the aim of ensuring that acceptable standards of service are maintained at all times. Moreover, these services are subject to review by the Firm's independent auditors. These services include:

The Crypto Assets you deposit with us are held in custody by Crypto.com Custody Trust Company, which is an affiliate of Foris DAX CAN ULC via common ownership. We do not receive compensation from the Crypto Custodian; we and the Crypto Custodian are functionally independent; and the Crypto Custodian is obligated by written contract with us to hold your assets for your benefit, separate and apart from the assets of other customers, the Crypto Custodian, and we, and to cooperate in returning your assets in the event of Foris DAX CAN ULC's or the Crypto Custodian's insolvency, dissolution, or liquidation. The Crypto Custodian is obligated to act as a fiduciary; it may not lend, hypothecate, or utilize your assets. Legal and beneficial ownership of the assets remain with you. We have a written agreement with Crypto.com Custody Trust Company and policies and procedures in place to oversee the Crypto Custodian so that we can provide our services in your best interest.

We license hot wallet technology from Foris DAX MT Ltd., which is a regulated affiliate of Foris DAX CAN ULC via common ownership. The technology is used to facilitate your deposits and withdrawals of crypto assets from/to your account with us. We do not receive compensation from Foris DAX MT Ltd. for this service. We have a written agreement with Foris DAX MT Ltd. to ensure that we can operate the technology at all times to provide the deposit and withdrawal service to you in accordance with these Terms and in your best interest.

In order to source liquidity for the Crypto Asset transactions available through the Crypto.com App Services, we source liquidity from the Foris DAX MT Ltd., which in turn sources liquidity from various third parties. Foris DAX MT Ltd. is licensed in its home jurisdiction to provide these services to Foris DAX CAN ULC. We do not receive compensation from Foris DAX MT Ltd. for this service. We assess the cost of using Foris DAX MT Ltd. as a liquidity provider against global benchmarks to help us provide fair and reasonable prices for crypto assets transactions to you. We have a written agreement with Foris DAX MT Ltd. and policies and procedures in place to oversee Foris DAX MT Ltd.'s service so that we can provide our services in your best interest.

We are the counterparty to all purchase and sale transactions, including swapping one crypto asset for another crypto asset, executed with you via the Crypto.com App. We are not your agent with respect to any purchase or sale transactions. Accordingly, we quote you a price to execute the transaction, which you choose to accept or reject.

When we provide Advanced Trading Service Services to you, we direct Orders to be executed on a crypto asset spot market central limit order book administered by Foris DAX Limited, which is a regulated affiliate of Foris DAX CAN ULC via common ownership. Orders are Executed in accordance with the Crypto.com Advanced Trading Service Terms and Conditions and in accordance with Applicable Law. Foris DAX CAN ULC does **not** receive compensation from Foris DAX Limited for this service. Orders must be executed in accordance with the rules that apply to all orders and are designed to be executed fairly and orderly. We have a written agreement with Foris DAX Limited and policies and procedures in place to oversee Foris DAX Limited's service so that we can provide Advanced Trading Services in your best interest.

We obtain administrative, back-end services from Foris Limited and Foris DAX, Inc., two affiliates of Foris DAX CAN ULC via common ownership. We have written agreements and policies and procedures in place to oversee the services provided by these entities.

We also offer a paid referral arrangement whereby a client receives a fee in consideration for referring each new client to the Crypto.com Platform. The referral arrangement is available on our website for more information and eligibility.

IX. Costs and Compensation

We may charge a fee when a Customer buys or sells crypto assets depending on the type of payment method used. The fees are disclosed to you in designated line items in the transaction confirmation screen. We may also charge a fee when you withdraw Canadian Dollars or crypto

assets from our platform. The fees are disclosed to you in designated line items in the transaction confirmation screen. Our fees are available on our website and in your account settings.

We set the price at which you can buy or sell crypto assets in the Crypto.com App. At any given time, there will be a difference between the price at which you can buy crypto assets from us and the price at which they can sell them to us. We may profit from this difference and generate revenue that will be used to cover our operating costs and maintain the Crypto.com Platform. On the Crypto.com Advanced Trading Service, you pay maker or taker fees to us when you place orders. These fees are disclosed on our website.

X. Complaints Resolution

If you have a dispute with us, please see our <Complaints Dispute Resolution form> for information on how to proceed.