

[French Version](#)

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Risk Statement

Foris DAX, Inc. is not currently registered under the securities or derivatives laws of any jurisdiction of Canada and has not been granted an exemption from any requirements of securities or derivatives laws of any jurisdiction of Canada. Foris DAX, Inc. has filed an application for registration as a restricted dealer in certain Canadian jurisdictions and for exemptive relief from securities and derivatives laws in such jurisdictions, but has not yet obtained such registration or exemptive relief. Until such time as Foris DAX, Inc. obtains registration, Foris DAX, Inc. has agreed to abide by the terms of a pre-registration undertaking available at the following [link](#). However, there is no guarantee that the registration and exemptive relief will be granted.

No securities regulatory authority in Canada has expressed an opinion about any of the Crypto Assets supported by the Crypto.com App Services or the crypto asset contracts related to any of the Crypto Assets supported by the Crypto.com App Services, including any opinion that any individual Crypto Asset is not itself a security and/or derivative under applicable securities laws.

IMPORTANT

Trading in Crypto Assets and using the Crypto.com App Services involve risks, some of which are set out below in this Risk Statement. These risks, and additional risks arising either now or in the future, could result in the loss, failure, or destruction of your assets, inability to receive any benefits available to you, other losses, and termination of the Crypto.com App Services.

You should consider carefully whether the risks set out below, as well as all other applicable risks, are acceptable to you prior to using the Crypto.com App Services.

You should seek professional advice regarding your particular situation before trading Crypto Assets or using the Crypto.com App Services. You must also check the latest terms applicable as they may change from time to time.

THE RISK OF LOSS IN TRANSACTIONS INVOLVING CRYPTO ASSETS CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRANSACTIONS ARE SUITABLE FOR YOU IN LIGHT OF YOUR INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, YOUR TOLERANCE

TO RISKS AND YOUR INVESTMENT EXPERIENCE. YOU SHOULD BE CAPABLE OF BEARING A FULL LOSS OF THE AMOUNTS INVESTED AS A RESULT OF OR IN CONNECTION WITH ANY TRANSACTION AND ANY ADDITIONAL LOSS OVER AND ABOVE THE INITIAL AMOUNTS INVESTED THAT MAY BECOME DUE AND OWING BY YOU. IN CONSIDERING WHETHER TO TRADE OR INVEST, YOU SHOULD INFORM YOURSELF AND BE AWARE OF THE RISKS GENERALLY, AND IN PARTICULAR SHOULD NOTE THE FOLLOWING SPECIFIC FACTORS WHICH MAY APPLY TO ANY GIVEN TRANSACTION.

1. TRANSACTION AND CRYPTO.COM APP SERVICES RISKS

1.1. Risks of Crypto Asset Trading

The prices of Crypto Assets fluctuate, sometimes dramatically. The price of a Crypto Asset may move up or down and may become valueless. It may be as likely that losses will be incurred rather than profit made as a result of buying and selling Crypto Assets.

1.2. Nature of Crypto Assets

Some Crypto Assets may not be backed by physical assets and they may not have intrinsic value. Some of the Crypto Assets may not circulate freely or widely. Crypto Assets are generally a high-risk asset class. You should exercise caution in relation to the trading of Crypto Assets, and Crypto Assets themselves.

Transactions involving Crypto Assets are generally irrevocable. Lost or stolen Crypto Assets may be irretrievable. Once a transaction has been verified and recorded on a blockchain, loss or stolen Crypto Assets generally will not be reversible.

1.3. Reliance on Distributed Ledger Technology

Crypto Assets rely on various types of distributed ledger technology. Some of this technology is open source software that is built upon experimental technology, namely blockchain. Risks arising from this reliance include the existence of technical flaws in the technology, targeting by malicious persons, majority-mining, consensus-based or other mining attacks, changes in the consensus protocol or algorithms, decreased community or miner support, rapid fluctuations in value of relevant Crypto Assets, the existence or development of competing networks, platforms and assets, flaws in the scripting language, disputes between developers, miners and/or users and regulatory action.

1.4. Crypto Assets May Be Complex Products

Certain Crypto Assets may be complex products by virtue that the terms, features and/or risk are not readily understood due to the complex structure, novelty and reliance on technological features.

1.5. Volatility of Crypto Assets

The value of the Crypto Assets may fluctuate significantly over a short period of time. The volatile and unpredictable fluctuations in price may result in significant losses over a short period of time. Any Crypto Asset may decrease in value or lose all of its value due to various factors including market conditions and sentiment, changes in liquidity, Forks, the activities of other market participants, general economic environment, public perception, technical and technological constraints, discovery of wrongful conduct, market manipulation, change to the nature or properties of the Crypto Asset, governmental or regulatory activity, legislative changes, suspension or cessation of support for a Crypto Assets or other exchanges or service providers, public opinion, or other factors outside of our control. Technical advancements, as well as broader economic and political factors, may cause the value of Crypto Assets to change significantly over a short period of time.

1.6. Market, Liquidity and Conversion Risk

The value of a particular Crypto Asset may decline, or be completely and permanently lost, should the market for that Crypto Asset disappear. There is no assurance that a market for a particular Crypto Asset will continue to exist in the future. This is because the value of a Crypto Asset may be derived, among other things, from the continued willingness of market participants to exchange that Crypto Asset.

There is the possibility for you to experience losses due to the inability to sell or convert Crypto Assets into a preferred alternative asset immediately or in instances where conversion is possible but at a loss.

There is no assurance that a person who accepts a Crypto Asset as payment will continue to do so in the future. You may also suffer loss as a result of depreciation of the value of the Crypto Asset paid as a result of controls imposed by a Government Agency.

Repayment or payment of amounts due to you may be delayed or prevented by our controls or other actions imposed by governmental or regulatory bodies over Crypto Asset that they control or regulate.

1.7. Not a Deposit

Neither Crypto Assets nor fiat currency (as applicable) are held by us are not held as “deposits”, nor are they intended to be held as any other regulated product or service under Applicable Law. Funds stored in your Crypto Asset Wallet do not earn any interest. Funds stored in your Fiat Wallet do not earn any interest.

1.8. Risks Associated with Statutory Protection Schemes

You should be aware that in comparison to other assets, including fiat currencies and trading:

(a) Crypto Assets may not subject to a right to claim under any investor compensation fund established by any Government Agency; and

(b) any Crypto Assets held in an Account may not be protected deposits, and may not be protected by any deposit protection scheme in any jurisdiction.

This means that Crypto Assets may have a reduced level or type of protection compared to fiat currencies, as well as other products and asset classes.

For the avoidance of any doubt, the Crypto Assets held in your Wallet are not legal tender and are not eligible for coverage by the Canadian Investor Protection Fund (“CIPF”), Canadian Deposit Insurance Corporation (“CDIC”), or any other investor protection insurance scheme, and Foris DAX, Inc. is not a member of the CIPF.

1.9. Fees

Before conducting any transaction, you should obtain details of all fees for which you will be liable.

1.10. Risks of Assets Subject to Other Overseas Laws

Crypto Assets received or held by us may be subject to other applicable laws and regulations of the relevant overseas jurisdictions.

1.11. Suspension of the Crypto.com App Services and Network Events

It may be difficult or impossible to liquidate a position in the Crypto Assets under certain circumstances. Certain Network Events may occur rapidly and affect the ability to conduct transactions on the Crypto.com App. Information relating to these Network Events may be difficult to ascertain ahead of time and may be subject to limited oversight by any third-party who is capable of intervening to stabilize the network.

1.12. Delisting or Other Restrictions of Crypto Assets

We may, in our discretion, temporarily or permanently delist or restrict some or all of the functionalities (deposit, receive, transfer, withdraw, purchase, or sell) available for any given Crypto Asset either categorically or with respect to one or more users. In making such a determination, we may consider various factors, such as (but not limited to) market demand, expense, reputability, monitorability, material adverse media, legal and regulatory risk, and code usage, design, functionality, and security. In the event, see the Terms and Conditions as well as other applicable sections for actions we may take in our sole discretion.

2. CYBERSECURITY AND TECHNOLOGY-RELATED RISKS

2.1. Loss of Private Key is Permanent and Irreversible

You alone are responsible for securing your private key in respect of any address in your control. Losing control of your private key will permanently and irreversibly deny you access to your Crypto Assets. Neither we nor any other person will be able to retrieve or protect your Crypto Asset. Once lost, you will not be able to transfer your Crypto Asset to any other address or wallet. You will not be able to realize any value or utility that the Crypto Asset may hold now or in future.

2.2. Transactions Pending and Irreversible

Once submitted to a blockchain network, such a transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the blockchain network. A transaction is not complete while it is in a pending state. Any Crypto Asset transfers to and from external wallet addresses that are in a pending state will be designated accordingly, and the relevant Crypto Asset will not be included in your Crypto Asset Wallet or be available to conduct transactions.

The nature of on-chain Crypto Asset transfers is that they are generally irreversible. This means accidental or fraudulent on-chain transactions in respect of Crypto Assets may not be recoverable.

2.3. Forks and Airdrops

You agree and understand that the underlying protocols of the Crypto Assets' networks are subject to Forks which are exogenous to Foris DAX, Inc. and may result in more than one version of such a network (each a "**Forked Network**"). If a Fork occurs, it may result in the creation of a new Crypto Asset (the "**New Forked Asset**") related to an existing Crypto Asset (the "**Prior Asset**"). You further agree and understand that Forks may materially affect the value, function, and/or

name, and may result in loss of control or ownership, of the Prior Assets and other Crypto Assets you hold on the Crypto.com App and that the New Forked Asset may have minimal or no value.

Upon becoming aware of a Fork and to the extent that we have any rights or are able to take any action, in the event of a Fork, Foris DAX, Inc. may, in our sole discretion, temporarily suspend or amend any Crypto.com App Services for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. We may also determine, in our sole discretion, whether or not to support the Forked Network(s), the terms on which we will support a Fork, how to apportion loss in the event of such a fork, and who should have ownership or receive Crypto Assets and/or benefits (if any), and any other action or inaction in our sole and absolute discretion. This could occur with potentially little or no warning and your ability to use the Services or Crypto Assets may be limited and subject to the Fork. You agree that we will not be liable to you for any action or inaction we may take in response to or in connection with a Fork. In the event that Foris DAX, Inc. decides not to support any such Forked Network (“**Unsupported Forked Network**”), the Crypto Assets offered by such Unsupported Forked Network will not be made available to you.

Notwithstanding the foregoing, we may, in our sole discretion and subject to Applicable Law, obtain and retain the Crypto Assets offered by such Unsupported Forked Network as property belonging solely to Foris DAX, Inc. You acknowledge the risks presented by Forks and hereby accept that we have no responsibility for any losses or damage arising as a result of an Unsupported Forked Network. You understand, acknowledge and agree that you have no right, claim, or interest in, or with respect to, any New Forked Asset.

If we do not support a New Forked Asset, you may not be able to withdraw or otherwise use or access the New Forked Asset promptly or at all, and you may lose any value associated with such New Forked Asset. If we determine not to support a New Forked Asset, we may, in our sole discretion, obtain and retain the New Forked Asset as property belonging to us.

WE HAVE NO CONTROL OVER, NOR DO WE HAVE THE ABILITY TO INFLUENCE, THE CREATION OR IMPLEMENTATION OF A FORK OR OF ANY NEW FORKED ASSET. WE CAN PROVIDE NO ASSURANCES ABOUT THE SECURITY, FUNCTIONALITY OR SUPPLY OF ANY CRYPTO ASSET, INCLUDING BOTH THE NEW FORKED ASSET AND THE PRIOR ASSET. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ASSUME NO LIABILITY RELATING TO ANY CHANGE IN THE VALUE OF ANY CRYPTO ASSET (WHETHER OR NOT RESULTING FROM A FORK). YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT A FORK COULD CONSTITUTE A FORCE MAJEURE EVENT BEYOND OUR REASONABLE CONTROL, WHICH COULD AFFECT THE VALUE OF YOUR CRYPTO ASSETS, AND THAT FORIS DAX, INC. DOES NOT ASSUME ANY LIABILITY FOR LOSSES RESULTING FROM SUCH EVENTS.

In the event of an Airdrop, Foris DAX, Inc. may temporarily suspend any Crypto.com App Services or any Crypto Assets for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. This could occur with potentially little or no warning and your ability to use the Crypto.com App Services or Crypto Assets may be limited and subject to the Airdrop.

Upon becoming aware of an Airdrop and to the extent that we have any rights or are able to take any action, we may in our sole discretion determine whether to credit any Crypto Assets and/or benefits received by us to a Foris DAX, Inc. account or participate in an Airdrop, and upon what terms to do so, such decision regarding the Crypto Assets and/or benefits remains with us at all times.

We will not be liable to you for failure to credit any Crypto Asset and/or benefits to you or participate in any Airdrop. If we do not support an Airdrop, we may claim such Airdrop and any Crypto Asset and/or benefits in relation to it, for our own benefit (unless it is unavoidable or impractical to avoid based on the means of distribution).

Where due to an Airdrop, any airdropped Crypto Assets and/or benefits in respect of any Crypto Assets have been received by you directly, we may claim such airdropped Crypto Assets and/or benefits from you and you agree to return such airdropped Crypto Assets and/or benefits to us. You further agree that any Crypto Assets and/or benefits in relation to an Airdrop does not create or represent any relationship between us and the sender and/or the related Crypto Asset network, and that we are not subject to any obligations whatsoever as they relate to the sender and/or the related Crypto Asset network.

2.4. Cyber-attacks, Fraudulent Activity, and Privacy

The technologic reliance of the Crypto.com App Services on the Internet exposes you to an increased risk of fraud or cyber-attack. Crypto Assets and the Crypto.com App Services may be targeted by malicious persons who may attempt to steal Crypto Assets, or otherwise intervene in a transaction.

This includes (but is not limited to) interventions by way of:

- (a) distributed denial of service;
- (b) sybil attacks;
- (c) phishing;

- (d) social engineering;
- (e) hacking;
- (f) smurfing;
- (g) malware;
- (h) double spending;
- (i) majority-mining, consensus-based or other mining attacks;
- (j) misinformation campaigns;
- (k) Forks; and
- (l) spoofing.

Crypto Assets and the Crypto.com App Services may also be vulnerable to exploitation of vulnerabilities in smart contracts and other code, as well as to human error.

The above events may affect the features, functions, operation, use, access or other properties of the Crypto Assets and/or the Crypto.com App Services.

All blockchain transactions include data, and in some circumstances, may include personal data about you. Many blockchain technologies store transaction data publicly and permanently. When you use such technology, you are intentionally making that transaction data public and acknowledge that the data cannot be deleted, removed, or reversed due to the nature of blockchain technology.

2.5. Targeting by Malicious Persons

Malicious entities may target you in an attempt to steal any Crypto Asset that you may hold, or to claim any Crypto Asset that you may have purchased. This may involve unauthorized access to your Account, your private keys, your addresses, your passwords, your email or social media accounts, your log-in details or access method for the Account, as well as unauthorized access to your computer, smartphone and any other devices that you may use.

You alone are responsible for protecting yourself against such actions.

2.6. Cryptographic Advancements

Developments in cryptographic technologies and techniques, including (but not limited to) the advancement of artificial intelligence and/or quantum computing, may pose security risks to all cryptography-based systems including the Crypto Assets and the Crypto.com App Services.

Applying these technologies and techniques to the Crypto Assets and the Crypto.com App Services may result in theft, loss, disappearance, destruction, devaluation or other compromises of the Crypto Assets, the Crypto.com App Services, or your data (as applicable).

2.7. Reliance on the Internet and Other Technologies

Crypto Assets and the Crypto.com App Services rely heavily on the internet and other technologies. However, the public nature of the internet means that either parts of the internet or the entire internet may be unreliable or unavailable at any given time. Further, interruption, delay, corruption or loss of data, the loss of confidentiality in the transmission of data, or the transmission of malware may occur when transmitting data via the internet and/or other technologies. The result of the above may be that your transaction is not executed according to your instructions, at the desired time, or not at all.

No authentication, verification or computer security technology is completely secure or safe.

The internet or other electronic media (including without limitation electronic devices, services of third-party telecom service providers such as mobile phones or other handheld trading devices or interactive voice response systems) are an inherently unreliable form of communication, and such unreliability may be beyond Foris DAX, Inc.'s control.

Any information (including any document) transmitted, or communication or transactions made, over the internet or through other electronic media (including electronic devices, services of third party telecommunication service providers such as mobile phones or other handheld trading devices or interactive voice response systems) may be subject to interruption, transmission blackout, delayed transmission due to data volume, internet traffic, market volatility or incorrect data transmission (including incorrect price quotation) or stoppage of price data feed due to the public nature of the internet or other electronic media.

2.8. Risks relating to Timing

A transaction is binding upon completion of the steps described in the Crypto.com App Terms and Conditions. Following this, the transaction will not be reversed unless otherwise provided in the

Crypto.com App Terms and Conditions. There is a risk that the final binding transaction does not occur at the same time as your instructions are provided.

You may suffer loss due to the fact that a transaction is not carried out at the desired time.

2.9. Unauthorized Access

Unauthorized third parties may access your Account and submit transactions without your knowledge or authorization, whether by obtaining control over another device or account used by you, or by other methods.

2.10. Crypto.com App Services Materials

Foris DAX, Inc. is not obliged to provide any adaptations, enhancements and/or modifications to the information about the Crypto.com App Services. This means, for example in relation to the App, that you may have an out of date version of the App, and new features may not be incorporated to the version of the App you use. It is your responsibility to ensure you update and download applicable updates and versions.

Although we may provide historical and/or real-time data regarding the price of Crypto Assets, including graphs displayed within the Crypto.com App showing the price fluctuations of Crypto Assets, such data or graphs are for reference only. We make no representations regarding the quality, suitability, veracity, usefulness, accuracy, or completeness of such data or graphs, and you should not rely on such data or graphs for any reason whatsoever.

2.11. Use of Jailbroken Devices

The use of the App on a jailbroken device may compromise security and lead to fraudulent transactions. You may suffer loss as well as a termination of this Crypto.com App Terms and Conditions.

3. GENERAL RISKS

3.1. Jurisdiction-related Risks

Residents, Tax residents or persons having a relevant connection with jurisdictions other than Available Jurisdictions are prohibited from using the Crypto.com App Services. Changes in your place of domicile or Applicable Law may result in you violating any legal or regulatory requirements of your applicable jurisdiction. You are responsible for ensuring that any transaction is, and remains lawful despite changes to Applicable Law, your residence and circumstances.

3.2. Product-related Risks

You should read the applicable product terms, product information, crypto asset statements, and these risk disclosures carefully before entering into a transaction.

We do not intend to support any Crypto Assets that are considered to be securities or derivatives under securities legislation in Canada. However, to effect the services offered, we hold Crypto Assets beneficially owned by you on your behalf through contracts called “crypto asset contracts” under securities legislation in Canada. These crypto asset contracts are subject to the securities legislation in Canada. Because your rights to Crypto Assets beneficially owned by you are subject to crypto asset contracts, your rights are subject to the ability of Foris DAX, Inc. to fulfill its obligations under those crypto asset contracts. In the event of bankruptcy, insolvency or like circumstance or other event that significantly disrupts our ability to conduct business, we may not be able to fulfill our obligations to you and your rights to access your Crypto Assets may be adversely affected.

We are subject to an extensive and highly-evolving regulatory landscape, and any changes to any laws and regulations could adversely impact our ability to offer, and your use of and access to, the Crypto.com App Services in your jurisdiction. Further, such changes could also impact your legal obligations with respect to your use of the Crypto.com App Services. To the extent that a Crypto Asset is considered to be a security and/or derivative by a binding authority, we would need to review such Crypto Asset and may be required to delist or restrict some or all of the functionalities available for any given Crypto Asset. See Section 1.12 for additional details.

In addition to existing laws and regulations, various governmental and regulatory bodies in Canada and in other countries may adopt new laws and regulations. The extent, scope, and effect of such new laws and regulations are difficult to predict. Informed by this evolving regulatory landscape, we perform due diligence with respect to Crypto Assets prior to making them available. Our decision on whether or not to make a Crypto Asset available is based on our review of publicly available information and other information about the Crypto Asset, including, but not limited to:

- (a) The creation, governance, usage and design of the Crypto Asset, including issuance documents, consensus mechanisms, clearing technology, code governance and design, and code security;
- (b) The supply, demand, maturity, and utility of the Crypto Asset;
- (c) The reputability and monitorability of the Crypto Asset;

(d) Material adverse media relating to the Crypto Asset; and

(e) Legal and regulatory risks associated with the Crypto Asset, including whether a regulator of competent jurisdiction in Canada or the United States or other jurisdiction with which the Crypto Asset has the most significant connection will determine that the Crypto Asset is a security or derivative based on their prior decisions.

For any Crypto Asset products that have been authorized by a regulator, authorisation does not imply any official recommendation or endorsement of the product by the regulator, nor does it guarantee the commercial merits of a product or its performance.

You should seek independent professional advice before making any investment decision.

3.3. Tax Treatment and Accounting

Some Crypto Assets and transactions may be subject to the tax laws and regulations in an applicable jurisdiction. The tax treatment and accounting of Crypto Assets (and any ancillary benefits) is a largely untested area of law and practice that is subject to changes. Tax treatment of Crypto Assets may vary amongst jurisdictions. We may receive queries, notices, requests or summons from tax authorities and as a result may be required to furnish certain information about the transaction.

Among the accounting profession, there are developing standards and practices for how an auditor can perform assurance procedures to obtain sufficient audit evidence for the existence and ownership of the Crypto Assets, and ascertain the reasonableness of the valuations.

If you are unsure about the tax implications of your transactions, you should seek independent professional advice before carrying out a transaction.

3.4. Inflation/Deflation Risk

Certain Crypto Assets may, either because of the inherent design of the Crypto Asset or through Network Events, not be a fixed supply of assets. Where additional Crypto Assets are created, the asset's price may decline due to inflationary effects of adding additional Crypto Assets to the total assets available or could increase in value from deflationary effects of reducing the Crypto Asset supply.

3.5. Concentration Risk

At any point in time, one or more persons may directly or indirectly control significant portions of the total supply of any particular Crypto Asset. Acting individually or in concert, these holders may have significant influence, and may be able to influence or cause Network Events which may have a detrimental effect on price, value or functionality of the Crypto Assets. Network Participants may make decisions that are not in your best interest as a holder of Crypto Assets.

3.6. Country Risks

If a transaction is made in any Crypto Asset issued by a party subject to foreign laws or transactions made on markets in other jurisdictions, including markets formally linked to a domestic market, recovery of the sums invested and any profits or gains may be reduced, delayed or prevented by exchange controls, debt moratorium or other actions imposed by the government or other official bodies. Before you submit a transaction, you should satisfy yourself about any rules or laws relevant to that particular transaction.

Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should obtain independent advice about the different types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade. If your country of residence imposes restrictions on Crypto Assets, we may be required to discontinue your access to the Account, and may not be permitted to transfer Crypto Assets back to you or permit you to transfer Crypto Assets from the Account to yourself or others, until such time as the regulatory environment permits us to do so.

3.7. Evolving Regulations

All Crypto Assets are potentially exposed to legal and regulatory risks. The legal and regulatory treatment of some of the Crypto Assets may change. Regulation of Crypto Assets is evolving. The effect of regulatory and legal risk is that any Crypto Asset may decrease in value or lose all of its value due to legal or regulatory change. We may also need to reassess such Crypto Assets and may be required to delist or restrict some or all of the functionalities available for any given Crypto Asset. See Section 3.2 for additional details. This may affect the value or potential profit of a transaction.

We may cancel or modify your transaction, restrict or suspend your use of the Crypto.com App Services or your Account to comply with Applicable Law or for other reasons as specified in the Crypto.com App Terms and Conditions.

We recommend you obtain independent legal, tax and financial advice and that you continue to monitor the legal and regulatory position in respect of the Crypto Assets and your transactions.

3.8. Conflicts of Interest

We have adopted policies and procedures designed to manage material conflicts of interest arising from our operations in connection with the Crypto.com App Services. We believe these policies and procedures are sufficient to identify and manage material conflicts of interest, protect our customers' interests, and to fulfill our obligations to our customers. However, a failure to adequately identify and manage material conflicts of interest could adversely affect your interests and could expose Foris DAX, Inc. to liability, fines, reputational damage, operational risk, and other serious consequences that could affect our ability to provide the Crypto.com App Services.

Foris DAX, Inc. has identified that potential material conflicts may arise in connection with working with affiliates to provide the Crypto.com App Services. The fiat currency you deposit with Foris DAX, Inc. is deposited with Foris, Inc. (the "**MSB Affiliate**"), which is an affiliate of Foris DAX, Inc., who in turn deposits the funds with Digital Commerce Bank. The Crypto Assets you deposit with Foris DAX, Inc. are held in custody by Foris DAX MT Ltd. (the "**Custodian**"), an affiliate of Foris DAX, Inc., which utilizes affiliated and unaffiliated third party technology service providers, including Foris DAX SG. In order to source liquidity for the Crypto Asset transactions available through the Crypto.com App Services, Foris DAX, Inc. sources liquidity from the Custodian, which in turn sources liquidity from various unaffiliated third parties. The services provided by these affiliates are subject to contractual obligations to Foris DAX, Inc. that are monitored by us with the aim of ensuring that acceptable standards of service are maintained at all times. We have implemented safeguards designed to ensure that our management and operations and the management and operations of our affiliates are operationally independent.

For information applicable to the Staking Services, see Section 6.

3.9. Third-Party and Operational Risks

We currently rely on third-party service providers for certain aspects of our operations, including payment processors, banks, and payment gateways to process transactions; cloud computing services and data centers that provide facilities, infrastructure, website functionality and access, components, and services, including databases and data center facilities and cloud computing; as well as third parties that provide certain outsourced services and functions, including safekeeping of Crypto Assets, all of which are critical to our operations. Because we rely on third parties to provide these services and to facilitate certain of our business activities, we face increased operational risks. Any interruptions in services provided by these third parties may impair our ability to support our customers and offer (or maintain) the Crypto.com App Services.

We do not directly manage the operation of any of the third-party service providers we use, including their data center facilities that we use. These third parties may be subject to financial, legal, regulatory, and labor issues, cybersecurity incidents, break-ins, computer viruses, denial-of-service attacks, sabotage, acts of vandalism, privacy breaches, service terminations, disruptions, interruptions, and other misconduct. They are also vulnerable to damage or interruption from human error, power loss, telecommunications failures, fires, floods, earthquakes, hurricanes, tornadoes, pandemics (including the COVID-19 pandemic) and similar events. In addition, these third parties may breach their agreements with us, disagree with our interpretation of contract terms or applicable laws and regulations, refuse to continue or renew these agreements on commercially reasonable terms or at all, fail or refuse to process transactions or provide other services adequately, take actions that degrade the functionality of our services, impose additional costs or requirements on us or our customers, or give preferential treatment to competitors.

There can be no assurance that third parties that provide services to us or to our customers on our behalf will continue to do so on acceptable terms, or at all. If any third parties do not adequately or appropriately provide their services or perform their responsibilities to us or our customers on our behalf, such as if third-party service providers to close their data center facilities without adequate notice, are unable to restore operations and data, fail to perform as expected, or experience other unanticipated problems, we may be unable to procure alternatives in a timely and efficient manner and on acceptable terms, or at all, and our ability to offer (or maintain) the Crypto.com App Services may be adversely affected.

3.10. Custody Risks

Crypto Assets received by Foris DAX, Inc. from its customers are subsequently deposited with an Affiliate of Foris DAX, Inc.: Foris DAX MT Ltd. (the “**Custodian**”). The Custodian is a Class 3 Virtual Financial Assets Service Provider licensed, regulated, and supervised by the Malta Financial Services Authority as a Crypto Asset custodian. The Custodian has all the necessary technical capabilities and expertise to safely and securely custody Crypto Assets, and may utilize licensed third-party service providers to provide technical support for its custodial services, including but not limited to BitGo Trust Company, Ledger Enterprise, Fireblocks, and Foris DAX SG, an affiliate of Foris DAX, Inc. The Custodian holds Crypto Assets in an omnibus account (or accounts) in the name of Foris DAX, Inc. and Foris DAX, Inc. earmarks such Crypto Assets for each respective client. The Custodian stores 100% of all Crypto Asset private keys in a combination of online and offline storage. Although Crypto Assets are generally held by the Custodian, Foris DAX, Inc. has temporary access to client Crypto Assets to the extent necessary to facilitate trading or other client instructions. Due to Foris DAX, Inc. having access to client assets in the manner described above, client assets are exposed to risk of loss: (i) if there is a breakdown in Foris DAX, Inc.’s information technology systems; or (ii) due to the fraud, willful or reckless misconduct, negligence or error of Foris DAX, Inc. or their personnel.

Custody of your Crypto Assets with Foris DAX, Inc.'s Custodian, rather than holding your assets in a self-hosted/private wallet, may increase certain risks. These risks include risk of loss:

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

Foris DAX, Inc. and its Custodian do not pledge, repledge, hypothecate, re-hypothecate, lend, or borrow any Crypto Assets held by the Custodian or Foris DAX, Inc.

4. RISKS SPECIFIC TO INDIVIDUAL CRYPTO ASSETS

In addition to the risks covered in this Risk Statement and anywhere else in these Terms, each specific Crypto Asset available through the Crypto.com App Services may present distinct risks. We have prepared plain language descriptions of the Crypto Assets (each, a "**Crypto Asset Statement**") made available through the Crypto.com App Services, including some risks related to these individual Crypto Assets. These descriptions are available [here](#). The risks attendant to any specific Crypto Asset may evolve over time. You understand, accept, and agree to assume all of the various risks involved with each Crypto Asset available via the Crypto.com App Services.

5. LIMITS OF STATUTORY RIGHTS OF ACTION UNDER SECURITIES LAWS

The statutory right of action for damages and the right of rescission in section 130.1 of the Securities Act (Ontario) or similar statutory rights under the securities legislation in the applicable province or territory in Canada do not apply in respect of a misrepresentation in this Risk Statement or any Crypto Asset Statement provided in connection with use of the Crypto.com App Services.

6. RISKS SPECIFIC TO STAKING SERVICES

6.1 Description of the Staking Service and Role of Relevant Parties

Proof-of-Stake Staking ("**PoS Staking**") is an online service facilitated by us, our affiliates and/or third-party service providers (together, the "**Staking Providers**") that gives eligible persons ("**Staking Users**") the option to participate in Proof-of-Stake consensus mechanisms on supported blockchains to secure the applicable network by validating transactions propagated over the network ("**staking**" or "**stake**"). The Crypto Assets eligible for PoS Staking ("**PoS Crypto Assets**") shall depend on the supported blockchains as determined by us (including with respect

to arrangements we may have in place with third-party service providers) and are therefore subject to change at any time at our discretion.

Foris DAX, Inc. will facilitate the staking of your PoS Crypto Assets by enabling you to select a specific type and amount of crypto assets to be staked; by contracting with Staking Providers to stake those designated crypto assets on your behalf; keeping records of your PoS Crypto Assets and any accrued validation rewards; and facilitating the distribution of any applicable portion of the Validation Rewards (defined in Section 6.3) to you (which may be less a fee paid to us for providing you with PoS Staking, dependent on the specific supported blockchain and the terms of our arrangement with any third party service provider - see Section 6.3), which may be updated from time to time here. By using the PoS Staking service, you authorize Foris DAX, Inc. to facilitate the staking of your Crypto Assets by the Staking Providers.

Foris DAX MT Ltd. will be the custodian of the staked assets and hold them for your benefit. It will custody the staked assets and any Validation Rewards received from the Staking Providers in omnibus staking wallets that are separate and distinct from omnibus staking wallets used to safekeep unstaked crypto assets held on behalf of Foris DAX, Inc.'s customers. Custody, possession and control of staked Crypto Assets will not be transferred to the Staking Providers. Your crypto assets will continue to be attributed to your account. The Staking Providers will facilitate the staking of those PoS Crypto Assets on your behalf by acting as a transaction validator on the applicable Proof-of-Stake network for the PoS Crypto Asset you have chosen to stake and distribute any applicable rewards to Foris DAX MT Ltd.

6.2 Staking and Unstaking

After you choose to stake your PoS Crypto Assets, your assets will enter the activation period as they are in the process of being staked. Foris DAX, Inc. establishes this activation period to be consistent with bonding periods imposed by the applicable network. Accordingly, the estimated activation period may be longer for some crypto assets than for others as the activation period may be influenced by the bonding period imposed by that crypto asset's blockchain network (if any). You will not be able to sell, withdraw, or unstake your PoS Crypto Assets until the activation period has ended. Validation Rewards will not be generated until after the activation period has ended. Similarly, after you choose to unstake your staked crypto assets, you will not be able to sell or withdraw your crypto assets until the unbonding period is over. Validation Rewards will not be generated during the unbonding period. The estimated unbonding period may vary per crypto asset. Additional information about this process and estimates of the unbonding period duration may be included in FAQs and other documents available on the Crypto.com website.

Different blockchain protocols may calculate and distribute Validation Rewards on a daily, weekly, monthly or other periodic basis. When you unstake your Crypto Assets during one of these periods, you may be ineligible to receive any Validation Rewards for that period.

6.3 Validation Rewards, Commissions, and Fees

In return for securing the applicable network for the PoS Crypto Assets by validating blocks of transactions propagated over the network, that network may provide transaction validators with a reward (“**Validation Reward**”). If the Staking Providers successfully validate a block of transactions in respect of PoS Crypto Assets in accordance with your instructions, you may be entitled to an applicable portion of the Validation Reward in proportion to the amount of PoS Crypto Assets you have staked. The Validation Rewards are granted by and determined by the protocols of the applicable PoS Crypto Asset network. Accordingly, the Validation Rewards may change from time to time due to the PoS Crypto Asset network. Changes in the inflation/deflation rate of the Crypto Asset or the total amount of Crypto Assets staked by all validators could impact the Validation Reward. The Validation Rewards which you receive will be the actual rate of rewards received from Validators, net of any commissions received by the Validators from the network (“**Validator Commissions**”) and net of fees that we charge you for providing this service. We may receive rebates from Validators out of the Validation Commissions for certain PoS Crypto Assets.

You have no right to any reward in respect of PoS Staking until it is generated (or unbonded as applicable) by the respective supported blockchain and disbursed to you thereafter via blockchain addresses facilitated by us. The actual Validation Rewards will only be distributed to you when they have been received from the respective supported blockchain protocol. They will be disbursed to you thereafter via blockchain addresses facilitated by Foris DAX, Inc. Where the relevant blockchain protocols offer compounded rewards, Foris DAX, Inc. will credit your rewards as (Staked). For example, your account will reflect them as SOL (Staked). For rewards that are non-compounded by the blockchain protocol, the rewards are credited to Available Quantity under your Balances.

Foris DAX, Inc. may, at our sole discretion, provide you with our approximated projection of the Validation Rewards you may be entitled to if the Staking Providers successfully validate a block of transactions in respect of PoS Crypto Assets which you have staked (“**Estimated APR/APY**”) but you understand that the Estimated APR/APY provided by us is purely an estimation of the Validation Rewards and is in no way a guarantee or confirmation that you will actually receive such Validation Rewards or such amount of Validation Rewards.

You acknowledge that the Estimated APR/APY and actual Validation Rewards, including the timing and frequency of Validation Rewards, may change over time and depend on the applicable PoS Crypto Asset network.

FORIS DAX, INC., AND THE STAKING PROVIDERS, DO NOT GUARANTEE THAT YOU WILL RECEIVE ANY VALIDATION REWARDS, ANY SPECIFIC STAKING REWARD, OR

ANY ESTIMATED APR/APY. YOU ACKNOWLEDGE AND AGREE THAT FORIS DAX INC., ITS AFFILIATES AND THE STAKING PROVIDERS, ARE NOT LIABLE FOR ANY FAILURE BY THE APPLICABLE NETWORK OR OTHER THIRD PARTY IN DISBURSING ANY VALIDATION OR OTHER STAKING REWARD. YOU ACKNOWLEDGE THAT PAST VALIDATION REWARDS ARE NOT INDICATIVE OF EXPECTED FUTURE VALIDATION REWARDS.

6.4 Slashing/Jailing

Some PoS Crypto Asset networks subject staked assets to “slashing” or “jailing” if the transaction validator representing those assets incorrectly validates or fails to validate a transaction. As a result, there may be non-payment of Validation Rewards and the staked PoS Crypto Assets may be subject to a penalty.

The Staking Providers will use commercially reasonable efforts to prevent any staked assets from slashing/jailing; however, in the event that slashing/jailing occurs, unless otherwise provided herein, Foris DAX, Inc. will endeavor to **(but will have no obligation to)** replace your PoS Crypto Assets at no additional cost, provided that the penalties are not a result of:

- (i) your acts or omissions;
- (ii) maintenance of the applicable PoS Crypto Asset network, bugs, errors;
- (iii) acts by a hacker or other malicious actor; or
- (iv) Force Majeure events as defined in the Crypto.com Exchange Terms and Conditions.

You acknowledge and agree that slashing/jailing may result in partial or total loss of your PoS Crypto Assets and applicable portion of the Validation Rewards.

6.5 Optional Service

You are not required to use PoS Staking and you can opt out of any staking services (subject to the Crypto.com App Terms and Conditions) by unstaking your PoS Crypto Assets (as defined below) at any time. The use of any other product offered by us or our Affiliates is not dependent on or determinative of your use of the PoS Staking product.

You should conduct your own due diligence and consult your advisors before making any decision including whether to participate in PoS Staking and related transactions.

6.6 Due Diligence on Eligible Blockchain Networks

Foris DAX, Inc. conducts due diligence on blockchain networks to determine whether to support Staking Services for that network and applicable Crypto Asset. This due diligence includes a review of:

- Security Vulnerabilities: Assess cybersecurity risks and security vulnerabilities, including whether the Crypto Asset and network's code is secure and whether any previous hack or attack attempts were made or successful. Such review includes review of source code and the documentation thereof.
- Third-Party Security Audit: Review whether a reputable third-party auditor conducted an audit of the Crypto Asset's and network's code.
- Consensus Mechanism: Assess the clearing technology, specifically the reputability of the network's consensus mechanism and the possibility of a transaction being reverted for fraudulent, deceptive or abusive reasons.
- Transaction Finality: Determine finality used, assess what level provides a reasonable probability for a transaction of not being reverted.
- Code Governance: The Information Security Team reviews code governance, including consensus and finality, and assesses whether the ability to deploy major updates to the code are in line with industry best practices.
- Senior Leadership: Identification of senior leaders of the Crypto Asset project (as applicable); country of origin; and channels/sources through which these senior leaders (as applicable) communicate material updates.
- Technology or System Enhancements: Whether any material risks associated with any technological or systems enhancements or modifications that would be necessary to facilitate the service.

6.7 Due Diligence on Staking Providers

Foris DAX, Inc. reviews various criteria in determining whether to contract with a Staking Provider. This criteria includes:

- Chain-specific Historical Validator Performance: Review of the historical record of the uptime of the nodes a potential Staking Provider operates for each blockchain on which it serves as a validator; any history of slashing/jailing and the amount slashed; and the reward rates generated by the Staking Provider over time.
- Security and Risk Management: Review the information technology and cybersecurity frameworks and policies implemented by potential Staking Providers, including policies and procedures for secure key management, information security, and business continuity policies and procedures.
- Technological Expertise: Review the potential Staking Provider's staking infrastructure, including their application program interfaces, and protocol knowledge sharing capabilities.

Staking Providers are held to minimum service level standards covering quality assurance and testing of all included subsystems, individual node uptime commitments, secure key handling, and server backup and redundancy as well as available insurance and coverage for slashing fees and compliance with applicable law. Foris DAX, Inc. further considers the reputation of the Staking Validators and conducts on-going monitoring of the Staking Validators' services.

Notwithstanding such due diligence, there may still be risks from the Staking Providers, including:

- The Staking Providers may be subject to regulatory or legal action or restrictions imposed by a PoS Crypto Asset network that prevent them from continuing to provide their services;
- nodes operated by the Staking Providers may be subject to unscheduled downtime as a result of denial of service or other cyber attacks, system outages or other operational issues;
- The Staking Providers may cease to support certain blockchain protocols;
- Agreements between Foris DAX, Inc. and a Staking Provider may be terminated.
- There may be errors in data provided by the Staking Providers

Foris DAX, Inc. does not control the actions of Staking Providers and they may fail to perform as expected, which could result in slashing or a loss of your PoS Crypto Assets and Validation Rewards. Foris DAX, Inc. does not guarantee the performance of any Staking Providers and are not responsible for any losses that may result from their actions or failures. You are responsible for conducting your own due diligence before choosing to use the Staking Services.

6.8 Tax Treatment

Foris DAX, Inc. is not your trustee, investment advisor, investment manager or fiduciary. By facilitating PoS Staking, Foris DAX, Inc. does not become a trustee, investment advisor, investment manager or form any sort of fiduciary relationship with you. We have no trust or other

obligations with respect to your Crypto Assets other than those expressly specified in the Crypto.com Exchange Terms and Conditions.

6.9 Other Risks of PoS Staking

In addition to the risks described in this Section 6—including risks related to Slashing/Jailing (see Section 6.5), the activation and unbonding periods (see Section 6.2), reliance on third parties such as the Staking Providers and the Custodian (see Section 6.1 and 6.7), the variation of rewards, including the fact that no Validation Rewards may be generated (see Section 6.3), and the risks related to the functioning of the underlying blockchain network (see Section 6.6)—and the other risks relevant to crypto assets as described in the other sections of this Risk Statement, PoS Staking may include additional risks.

Such additional risks includes that the value of the Crypto Assets you stake, including the fiat value of any Crypto Assets earned as Validation Rewards, may be significantly different (potentially significantly less) than the value of the Crypto Assets at the time you staked them by the time you are able to withdraw or sell them after the activation period or unbonding period, if any.

Moreover, for certain PoS Crypto Assets, the underlying protocols may offer Staking Providers the ability to vote on matters related to the governance of protocol-level issues. You agree that Staking Providers have no obligation to support any governance or voting in respect of your staked PoS Crypto Assets, and further that in certain cases, Staking Providers may vote on your behalf e.g. where Staking Providers or the applicable protocol does not support delegated voting. Staking protocols rely on smart contracts. These smart contracts may contain bugs or vulnerabilities that could result in the loss of staked Crypto Assets.