

Coinsquare Capital Markets Limited

Pre-Registration Activities Undertaking

To: The Ontario Securities Commission (the **Principal Regulator**) and the other members of the Canadian Securities Administrators (collectively, the **CSA**)

From: Coinsquare Capital Markets Limited (the **Filer**)

Re: Undertaking in respect of Pre-Registration Activities conducted by the Filer in relation to clients resident in Canada during the CSA review of the Filer's application for registration and related application for exemptive relief

Date: August 10, 2022

Background

The Filer operates a proprietary internet-based platform and marketplace for the trading of crypto contracts based on crypto assets (collectively, the **Filer's Platform**) that enables clients to buy, sell, hold, deposit and withdraw crypto assets such as Bitcoin, Ether, and anything commonly considered a crypto asset, digital or virtual currency, or digital or virtual token, that are not themselves securities or derivatives (the **Crypto Assets**) through the Filer.

The Filer operates a dealer platform and a marketplace platform and has made an application for:

- (a) registration in the category of investment dealer (the **Application for Registration**) in each province and territory in Canada;
- (b) membership with the Investment Industry Regulatory Organization of Canada (**IIROC**) that includes a completed and signed New Member Application Form (the **Application for IIROC Membership**);
- (c) approval to operate an alternative trading system in each province and territory in Canada (the **Application for ATS Approval**); and
- (d) prospectus relief, trade reporting relief and relief from certain Marketplace Rules in each jurisdiction in Canada where the Filer carries on or intends to carry on business as a crypto asset trading platform (the **Application for Relief**) in connection with the operation of the Filer's Platform.

The Filer has paid all required fees applicable to the Application for Registration, the Application for IIROC Membership, the Application for ATS Approval and the Application for Relief.

The CSA and IIROC reviews of the Filer’s applications are nearing completion and the terms of this Undertaking are based on and substantially consistent with the obligations that will apply to the Filer once registered and substantially consistent with the terms and conditions set out in the Filer’s Application for Relief.

Upon completion of the Filer’s regulatory process, this Undertaking will be withdrawn by the Filer.

The Filer understands that the Principal Regulator may disclose the name of the Filer and this Undertaking or the fact that the Filer has provided this Undertaking on the Principal Regulator’s website and/or the CSA Website.

Definitions

In this Undertaking including the Schedules attached hereto, the following terms have the following meanings:

“Account Appropriateness Factors” has the meaning ascribed to that term in paragraph 14 of Schedule I;

“Accredited Crypto Investor” means

- (i) an individual
 - A. who, alone or with a spouse, beneficially owns financial assets (as defined in section 1.1 of National Instrument 45-106 *Prospectus Exemptions (NI 45-106)*) and crypto assets, if not included in financial assets, having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000,
 - B. whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years and who reasonably expects to exceed that net income level in the current calendar year,
 - C. whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who reasonably expects to exceed that net income level in the current calendar year, or
 - D. who, alone or with a spouse, beneficially owns net assets of at least \$5,000,000,
- (ii) a person or company described in paragraphs (a) to (i) of the definition of “accredited investor” as defined in subsection 73.3(1) of the Act or section 1.1 of NI 45-106, or

- (iii) a person or company described in paragraphs (m) to (w) of the definition of “accredited investor” as defined in section 1.1 of NI 45-106.

“Applicable Jurisdictions” means the jurisdictions in Canada in which the Filer has filed the Application for Registration and/or the Application for Relief;

“Client Account” means an account opened by a client of the Filer using the Filer’s website or a mobile application to access the Filer’s Platform;

“Client Limit” has the same meaning as paragraph 16 of Schedule I;

“Crypto Asset” means Bitcoin, Ether, and anything commonly considered a crypto asset, digital or virtual currency, or digital or virtual token, that are not themselves securities or derivatives;

“Crypto Asset Statement” has the meaning ascribed to that term in paragraph 21(e) of Schedule I;

“Crypto Contract” means an investor’s contractual rights relating to a Crypto Asset and related rights under the investor’s agreement with the Filer;

“CSA Staff Notice 21-329” means Joint CSA/IIROC Staff Notice 21-329 *Guidance for Crypto-Asset Trading Platforms: Compliance with Regulatory Requirements*;

“Dealer Platform” has the meaning ascribed to that term in CSA Staff Notice 21-329;

“Eligible Crypto Investor” means

- (i) a person whose
 - A. net assets, alone or with a spouse, in the case of an individual, exceed \$400,000,
 - B. net income before taxes exceeded \$75,000 in each of the 2 most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, or
 - C. net income before taxes, alone or with a spouse, in the case of an individual, exceeded \$125,000 in each of the 2 most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, or
- (ii) an Accredited Crypto Investor.

“KYP Policy” has the meaning ascribed to that term in paragraph 13 of Schedule I;

“Marketplace Platform” has the meaning ascribed to that term in CSA Staff Notice 21-329;

“Marketplace Rules” means

- (i) National Instrument 21-101 *Marketplace Operation* (**NI 21-101**)
- (ii) National Instrument 23-101 *Trading Rules* (**NI 23-101**)
- (iii) National Instrument 23-103 *Electronic Trading and Direct Access to Marketplaces* (**NI 23-103**)

“NI 31-103” means National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*;

“permitted client” has the meaning ascribed to that term in NI 31-103;

“principal” means a promoter, director, officer or control person;

“Risk Statement” has the meaning ascribed to that term in paragraph 19 of Schedule I;

“Specified Crypto Asset” means Bitcoin, Bitcoin Cash, Ether, Litecoin and any other Crypto Asset in respect of which the Principal Regulator and the other CSA members in the Applicable Jurisdictions have provided written confirmation to the Filer subsequent to the date of this undertaking may be designated a Specified Crypto Asset for the purposes of this Undertaking;

“Staking” means the act of committing or locking Crypto Assets in smart contracts to permit the owner or the owner’s delegate to act as a Validator for a particular proof-of-stake consensus algorithm blockchain;

“Staking Services” means any and all services conducted by the Filer and third parties in order to enable the Staking of clients’ Crypto Assets that are held on the Filer’s Platform;

“Validator,” in connection with a particular proof-of-stake consensus algorithm blockchain, means a node meeting protocol requirements that participates in consensus by broadcasting votes and committing new blocks to the blockchain.

Undertaking re Pre-Registration Activities

Until such time that a decision is made by the Principal Regulator and the other members of the CSA in the Applicable Jurisdictions in connection with the Application for Registration and the Application for Relief, and unless this Undertaking is otherwise withdrawn by the Filer in accordance with the manner described below, the Filer hereby undertakes to comply with the terms and conditions of this Undertaking:

1. The Filer will conduct all transactions with clients resident in Canada in compliance with the Pre-Registration Terms and Conditions as set out in Schedule I.
2. The Filer will comply with the Derivatives Data Trade Reporting Terms and Conditions as set out in Schedule II.

3. The Filer will comply with the Marketplace Terms and Conditions as set out in Schedule III.
4. The Filer will promptly inform the Principal Regulator in writing of any material change affecting the Filer, being any change in the business, activities, operations or financial results or condition of the Filer that may reasonably be perceived by the Principal Regulator or a client of the Filer to be material to the client.
5. The Filer will promptly inform the Principal Regulator in writing of any material breach or failure of the Filer's or its custodian's system of controls or supervision, and what steps have been taken by the Filer to address each such breach or failure. The loss of any amount of Crypto Assets impacting the Filer's customers will be considered a material breach or failure.
6. The Filer will promptly inform the Principal Regulator in writing if a self-regulatory organization or any other regulatory authority or organization or governmental authority in any jurisdiction including any foreign jurisdiction initiates proceedings or renders a judgment related to a compliance or enforcement action involving the Filer that may be reasonably perceived by the Principal Regulator or a client of the Filer to be material to the client.
7. The Filer will promptly inform the Principal Regulator in writing if the Filer becomes subject to any of the following under the laws of any jurisdiction including any foreign jurisdiction:
 - a. a bankruptcy, a filing for bankruptcy or a proceeding governing an event similar to a bankruptcy;
 - b. a proposal, including a consumer proposal, under any legislation relating to bankruptcy or insolvency or any similar proceeding;
 - c. proceedings under any legislation relating to the winding up or dissolution of the entity, or under the *Companies' Creditors Arrangement Act* (Canada);
 - d. any proceedings, arrangement or compromise with creditors, including the appointment of a receiver, receiver-manager, administrator or trustee;
8. The Filer will work diligently and use its commercially reasonable best efforts to complete the Application for Registration and Application for Relief and acknowledges that, unless waived in writing by the Principal Regulator, will have obtained a decision from the Principal Regulator respecting registration by **180** days after the date of this Undertaking or it will cease to carry on the registerable activity in any of the Applicable Jurisdictions.

9. The Filer further acknowledges that the giving of this Undertaking does not mean that the Filer has been or will be granted registration in any CSA jurisdictions or that the relief requested in the Application for Relief will be granted in any CSA jurisdictions. The Filer undertakes not to make any representation to suggest that it is registered under securities legislation in Canada. The Filer's website will clearly indicate that the firm has submitted an application for registration under securities legislation in Canada but it is not registered and is operating pursuant to the terms of a Pre-Registration Undertaking. There can be no assurance that the Filer will be registered and if it fails to become registered in an Applicable Jurisdiction, it will cease carrying on registerable activity in each of the Applicable Jurisdictions in which it is not registered.
10. The Filer further acknowledges that the Filer's compliance with the Pre-Registration Terms and Conditions as set out in Schedule I does not mean that any documents delivered or made available to clients have been reviewed or approved by the Principal Regulator and/or other members of the CSA and the Filer further acknowledges that it may be required to make changes to any such documents as a result of the continued review of the Application for Registration and the Application for Relief.
11. The Filer will provide not less than 30 days' prior written notice to the Principal Regulator and the other members of the CSA in the Applicable Jurisdictions if the Filer wishes to withdraw this Undertaking, unless at the time of notice of withdrawal the Filer is registered as an investment dealer, is a member of IIROC and is approved to operate the Filer's Platform.

"Original signed by"

Name: Martin Pizel

Title: CEO

"I have authority to bind the firm"

Date: August 10, 2022

Schedule I
Pre-Registration Terms and Conditions

Pre-Registration Business Conduct Obligations

Acting fairly, honestly and in good faith

1. The Filer will act and will take reasonable steps to cause each individual acting on its behalf to act fairly, honestly and in good faith with clients.

Conflicts of interest

2. The Filer will establish, maintain and apply reasonable policies and procedures to identify existing material conflicts of interest, and material conflicts of interest that the Filer in its reasonable opinion would expect to arise, between the Filer, including each individual acting on behalf of the Filer, and its client.
3. The Filer will respond to an existing or potential conflict of interest identified under the preceding paragraph. If a client, acting reasonably, would expect to be informed of a conflict of interest identified under the preceding paragraph, the Filer will disclose, in a timely manner, the nature and extent of the conflict of interest to a client whose interest conflicts with the interest identified.

Restrictions on products and services

4. The Filer will only trade Crypto Contracts based on Crypto Assets that the Filer has reasonably determined are not in and of themselves securities or derivatives.
5. The Filer will only engage in the business of trading Crypto Contracts in relation to Crypto Assets, and perform its obligations under those contracts, and will not offer derivatives based on Crypto Assets other than Crypto Contracts to clients.
6. The Filer will not offer Crypto Asset lending products or services or Staking Services to clients without the prior written consent of the Principal Regulator and the regulator or securities regulatory authority of the Jurisdiction(s) in which such products or services are offered. The Filer will seek the appropriate approvals from the Principal Regulator and, if required under securities legislation, the regulator or securities regulatory authority of any other Applicable Jurisdiction, prior to undertaking any other activity governed by securities legislation.
7. The Filer will not trade Crypto Assets or Crypto Contracts based on Crypto Assets with a client in a Jurisdiction, without the prior written consent of the regulator or securities regulatory authority of the Jurisdiction, where the Crypto Asset was issued by or on behalf of a person or company that is or has in the last five years been the subject of a publicly announced order, judgment, decree, sanction, fine or administrative penalty imposed by, or has entered into a publicly announced settlement agreement with, a government or

government agency, administrative agency, self-regulatory organization, administrative tribunal or court in Canada or in a Specified Foreign Jurisdiction in relation to a claim based in whole or in part on fraud, theft, deceit, aiding and abetting or otherwise facilitating criminal activity, misrepresentation, violation of AML laws, conspiracy, breach of trust, breach of fiduciary duty, insider trading, market manipulation, unregistered trading, illegal distributions, failure to disclose material facts or changes, or allegations of similar or analogous conduct; for the purposes of this condition, the term “Specified Foreign Jurisdiction” means any of the following: Australia, Brazil, any member country of the European Union, Hong Kong, Japan, Republic of Korea, New Zealand, Singapore, Switzerland, United Kingdom of Great Britain and Northern Ireland, and United States of America.

Restriction on margin and leverage

8. (a) The Filer will not offer margin, credit or other forms of leverage to clients other than clients that are permitted clients in connection with trading of Crypto Contracts or Crypto Assets on the Filer’s Platform.

(b) Despite paragraph (a), the Filer may offer margin, credit or other forms of leverage to clients that are not permitted clients in connection with trading of Crypto Contracts or Crypto Assets on the Filer’s Platform if the Filer obtains the prior written consent of the Principal Regulator and the regulator or securities regulatory authority of the Applicable Jurisdiction(s) in which such products or services are offered. For clarity, the regulator or securities regulatory authority may consider granting consent for the Filer to offer margin, credit or other forms of leverage to clients that are not permitted clients in connection with trading of Crypto Contracts or Crypto Assets on the Filer’s Platform on the basis of Margin and Leverage Terms and Conditions that may be developed and any such other conditions imposed by the regulators and securities regulatory authorities.

(c) Despite paragraph (b), in Ontario and such other jurisdiction as staff of the Principal Regulator may advise, the Filer may not offer margin, credit or other forms of leverage to clients that are not permitted clients in connection with trading of Crypto Contracts, Crypto Assets or any other products on the Filer’s Platform.

No recommendations or advice

9. Neither the Filer nor any representative of the Filer will provide recommendations or advice to any client or prospective client.

Advertising and social media use

10. The Filer has reviewed Joint CSA-IIROC Staff Notice 21-330 *Guidance for Crypto-Trading Platforms - Requirements relating to Advertising, Marketing and Social Media Use (Staff Notice 21-330)* and federal government guidance on the general scope of the false or misleading representations and deceptive marketing practices provisions of

the *Competition Act* and will establish, maintain and apply reasonable policies and procedures to ensure advertising and social media use by the Filer and persons and companies acting on behalf of the Filer is fair, balanced and not misleading.

Account opening

11. The Filer will establish, maintain and apply eligibility criteria for the onboarding of all Canadian clients. All Canadian clients must: (a) successfully complete the Filer's know-your-client (**KYC**) process which satisfies the requirements applicable to money service businesses (**MSBs**) under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and its regulations (**AMF/ATF Law**), and (b) hold an account with a Canadian financial institution. Each Canadian client who is an individual, and each individual who is authorized to give instructions for a Canadian client that is a legal entity, must be: (a) a Canadian citizen or permanent resident; and (b) 18 years or older.

Investment limits

12. The Filer will ensure that the maximum amount of Crypto Assets, excluding Specified Crypto Assets, that a client, except those clients resident in Alberta, British Columbia, Manitoba and Québec, may enter into Crypto Contracts to purchase and sell on the Filer's Platform (calculated on a net basis and is an amount not less than \$0) in the preceding 12 months:
 - a. in the case of a client that is not an Eligible Crypto Investor, does not exceed a net acquisition cost of \$30,000;
 - b. in the case of a client that is an Eligible Crypto Investor, but is not an Accredited Crypto Investor; does not exceed a net acquisition cost of \$100,000; and
 - c. in the case of an Accredited Crypto Investor, is not limited.

Account appropriateness assessment

13. The Filer has established and will maintain and apply reasonable policies and procedures (**KYP Policy**) to review Crypto Assets before offering Crypto Contracts based on the Crypto Assets in the Applicable Jurisdictions;
14. The Filer will perform product assessments pursuant to the KYP Policy and account assessments taking into account the following factors (the **Account Appropriateness Factors**):
 - (a) the client's experience and knowledge in investing in Crypto Assets;
 - (b) the client's financial assets and income;
 - (c) the client's risk tolerance; and

- (d) the Crypto Assets approved to be made available to a client by entering into Crypto Contracts on the Filer's Platform.
15. The Account Appropriateness Factors will be used by the Filer to evaluate whether entering into Crypto Contracts with the Filer is appropriate for a prospective client before the opening of a Client Account.
 16. The Filer has adopted and will apply policies and procedures to conduct an assessment to establish appropriate limits on the losses that a client that is not a permitted client (as defined in NI 31-103) can incur, what limits will apply to such client based on the Account Appropriateness Factors (the **Client Limit**), and what steps the Filer will take when the client approaches or exceeds their Client Limit. After completion of the assessment, the Filer will implement controls to monitor and apply the Client Limit.
 17. After completion of the account-level appropriateness assessment, a prospective client that is not a permitted client will receive appropriate messaging about using the Filer's Platform to enter into Crypto Contracts, which, in circumstances where the Filer has evaluated that entering into Crypto Contracts with the Filer is not appropriate for the client, will include prominent messaging to the client that this is the case and that the client will not be permitted to open an account with the Filer.
 18. Additionally, the Filer will monitor and will continue to monitor Client Accounts after opening to identify activity inconsistent with the client's Account Appropriateness Factors. If warranted, the client may receive further messaging about the Filer's Platform and the Crypto Assets, specific risk warnings and/or receive direct outreach from the Filer about their activity. The Filer monitors compliance with the Client Limits as described above. If warranted, the client will receive messaging when their account is approaching their Client Limit and receive instructions on how to implement a stop loss order to prevent further losses.

Risk Statement

19. Before a prospective client opens an account with the Filer, the Filer will deliver to the client a statement of risks (the **Risk Statement**) and will require the client to provide electronic acknowledgement of having received, read and understood the Risk Statement.
20. For each client with a pre-existing account at the date of the Undertaking and for whom the Filer has not already performed the following with respect to such client as at the date of this Undertaking, the Filer will deliver to the client a Risk Statement and will require the client to provide electronic acknowledgement of having received, read and understood the Risk Statement at the earlier of (a) before placing their next trade or deposit of Crypto Assets on the Filer's Platform and (b) the next time they log in to their account with the Filer.
21. The Risk Statement will clearly explain the following in plain language:

- (a) the Crypto Contracts;
- (b) the risks associated with the Crypto Contracts;
- (c) prominently, a statement that no securities regulatory authority has expressed an opinion about the Crypto Contracts or any of the Crypto Assets made available through the Filer's Platform, including any opinion that the Crypto Assets themselves are not securities and/or derivatives;
- (d) the due diligence performed by the Filer before making a Crypto Asset available through the Filer's Platform, including the due diligence taken by the Filer to assess whether the Crypto Asset is a security and/or derivative under the securities legislation of each of the jurisdictions of Canada and the securities and derivatives laws of the foreign jurisdiction with which the Crypto Asset has the most significant connection, and the risks if the Filer has incorrectly determined that the Crypto Asset is not a security and/or derivative;
- (e) that the Filer has prepared a plain language description of each Crypto Asset made available through the Filer's Platform, with instructions as to where on the Filer's Platform the client may obtain the descriptions (each, a **Crypto Asset Statement**);
- (f) the Filer's policies for halting, suspending and withdrawing a Crypto Asset from trading on the Filer's Platform, including criteria that would be considered by the Filer, options available to clients holding such a Crypto Asset, any notification periods and any risks to clients;
- (g) the location and manner in which Crypto Assets are held for the client, the risks and benefits to the client of the Crypto Assets being held in that manner;
- (h) the manner in which the Crypto Assets are accessible by the Filer, and the risks and benefits to the client arising from the Filer having access to the Crypto Assets in that manner;
- (i) the Filer is not a member of the Canadian Investor Protection Fund (**CIPF**) and the Crypto Assets held by the Filer (directly or indirectly through third parties) will not qualify for CIPF protection;
- (j) a statement that the statutory rights in section 130.1 of the *Securities Act* (Ontario), and, if applicable, similar statutory rights under securities legislation of other Jurisdictions, do not apply in respect of the Risk Statement or a Crypto Asset Statement; and
- (k) prominently, that the Filer has submitted an application for registration and an application for certain exemptive relief under securities laws of certain jurisdictions of Canada but there is no guarantee these applications will be granted and the Filer 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.

22. The Filer will ensure it has policies and procedures for updating the Risk Statement and each Crypto Asset Statement to reflect any material changes to the disclosure or include any material risks that may develop with respect to the Crypto Contracts, Crypto Assets generally, or a specific Crypto Asset, as the case may be. In the event the Risk Statement is updated, existing clients of the Filer will be promptly notified and provided with a copy of the updated Risk Statement. In the event a Crypto Asset Statement is updated, existing clients of the Filer will be promptly notified through electronic disclosure on the Filer's Platform, with links provided to the updated Crypto Asset Statement.

Custody of Crypto Assets

23. The Filer is proficient and experienced in holding Crypto Assets and has established and will maintain and apply policies and procedures that manage and mitigate custodial risks, including but not limited to, an effective system of controls and supervision to safeguard the Crypto Assets. The Filer also maintains appropriate policies and procedures related to IT security, cyber-resilience, disaster recovery capabilities and business continuity plans.
24. The Filer will hold Crypto Assets for the benefit of clients separate and apart from its own assets and from the assets of any custodial service provider. The Filer will not pledge, re-hypothecate or otherwise use any Crypto Assets owned by its clients.
25. The Filer has and will retain the services of third-party custodians to hold not less than 80% of the total value of Crypto Assets held on behalf of clients.
26. The Filer has conducted due diligence on the third-party custodians, including reviewing a copy of the Service Organization Controls (**SOC**) audit report prepared by the custodians' auditors, if applicable, and has not identified any material concerns.
27. The Filer has established and will maintain and apply policies and procedures to ensure that
 - (a) Each of the Filer's custodian(s) holds all Crypto Assets for clients of the Filer in an omnibus account in the name of the Filer and separate and distinct from the assets of the Filer, the Filer's affiliates and all of the custodian's other clients.
 - (b) Each of the Filer's custodian(s) maintains insurance for Crypto Assets held in the custodian's cold storage system. The coverage covers losses of assets held by the custodian on behalf of its customers due to third party hacks, copying or theft of private keys, insider theft or dishonest acts by the custodian employees or executives and loss of keys. The Filer has assessed the custodian's insurance policy and has determined, based on information that is publicly available and on information

provided by the custodian and considering the scope of the Custodian's business, that the amount of insurance is appropriate.

- (c) Each of the Filer's custodian(s) has established and applies policies and procedures that manage and mitigate the custodial risks, including, but not limited to, an effective system of controls and supervision to safeguard the Crypto Assets for which it acts as custodian and to mitigate security breaches and cyber incidents. The Filer's custodian has established and applies written disaster recovery and business continuity plans.
28. The Filer has established, and will maintain and apply, policies and procedures that are reasonably designed to ensure the Filer's custodian's records related to Crypto Assets that the custodian holds in trust for clients of the Filer are accurate and complete.

Insurance

29. The Filer has established, and will maintain and apply, policies and procedures that are reasonably designed to ensure
- (a) Any third-party insurance obtained by the Filer includes coverage for the Crypto Assets held by the Filer in cold storage in the event of loss or theft in accordance with the terms of the insurance policy in question.
 - (b) The Filer's hot wallet provider has insurance coverage which, in the event of theft of crypto assets from hot wallets secured by the hot wallet provider will be distributed among applicable customers, which could include the Filer, pursuant to an insurance settlement agreement.

Confidentiality of Clients' Order and Trade Information

30. The Filer has established and will maintain and apply policies and procedures to safeguard the confidentiality of client information, including information relating to their trading activities.

Books and Records

31. The Filer keeps books and records and other documents to accurately record its business activities, financial affairs and client transactions, and to demonstrate the Filer's compliance with applicable requirements of securities legislation as if the Filer were a registered firm, including but not limited to:
- (a) a record of all clients and prospective clients granted or denied access to the Filer's Platform;
 - (b) daily trading summaries of all Crypto Assets traded, with transaction volumes and values; and

- (c) records of all orders and trades, including the price, volume, times when the orders are entered, matched, cancelled or rejected, and the identifier of the client that entered the order or that was counterparty to the trade.

Reporting Requirements

32. The Filer will promptly notify the Principal Regulator of any of the following:

- (a) Any material system failure involving the marketplace service and, if applicable, any clearing and settlement services, including cybersecurity breaches, that impacts the Canadian clients;
- (b) Any known investigations of, or regulatory action against, the Filer by a regulatory authority in any jurisdiction in which it operates which may impact the operations of the Filer's Platform in Canada;
- (c) Details of any material litigation instituted against the Filer which may impact the operations of the Filer's Platform in Canada;
- (d) Notification that the Filer has instituted a petition for a judgment of bankruptcy or insolvency or similar relief, or to wind up or liquidate the Filer or has a proceeding for any such petition instituted against it; and
- (e) The appointment of a receiver or the making of any voluntary arrangement with creditors.

33. In addition to any other reporting required herein, the Filer will provide to the Principal Regulator, on a timely basis and on demand, any report, data, document or information that the Filer has available or would be reasonably expected to have available about the marketplace service and, if applicable, any clearing and settlement services provided to Canadian clients that may be requested by the Principal Regulator from time to time. Unless otherwise prohibited under applicable law, the Filer will share with the Principal Regulator information relating to regulatory and enforcement matters that will materially impact the marketplace service or any clearing and settlement services provided to the Canadian clients.

Schedule II
Derivatives Data Trade Reporting
Terms and Conditions

Data Reporting

1. The Filer will provide to the Principal Regulator, and to the securities regulatory authority or regulator in each of the Applicable Jurisdictions with respect to clients in those jurisdictions individually, within 30 days of the end of each March, June, September and December, aggregate reporting of activity conducted pursuant to Crypto Contracts during the applicable calendar quarter that will include the following:
 - (a) number of Client Accounts opened each month in the quarter;
 - (b) number of Client Accounts closed each month in the quarter;
 - (c) number of trades in each month of the quarter;
 - (d) average value of the trades in each month of the quarter;
 - (e) number of Client Accounts with a net acquisition cost greater than \$30,000 of Crypto Assets at the end of each month in the quarter;
 - (f) number of Client Accounts with no trades during the quarter;
 - (g) number of Client Accounts that have not been funded at the end of each month in the quarter; and
 - (h) number of Client Accounts that hold a positive amount of Crypto Assets at the end of each month in the quarter.

2. The Filer will deliver to the Principal Regulator and the regulator or the securities regulatory authority in each of the Applicable Jurisdictions, in a form and format acceptable to the regulator or the securities regulatory authority, a report that includes the following anonymized account-level data for activity conducted during the applicable calendar quarter pursuant to a Crypto Contract for each client within 30 days of the end of each March, June, September and December:
 - (a) unique account number and unique client identifier, as applicable;
 - (b) jurisdiction where the client is located;
 - (c) the date the account was opened;
 - (d) the amount of any fiat currency held by the Filer at the beginning of the reporting period and at the end of the reporting period;
 - (e) cumulative realized gains/losses on the Filer's Platform since account opening in CAD;
 - (f) unrealized gains/losses on the Filer's Platform as of the report end date in CAD;
 - (g) quantity traded, deposited and withdrawn by Crypto Asset during the quarter in number of units;
 - (h) Crypto Asset traded by the client;
 - (i) quantity held of each Crypto Asset by the client as of the report end date in units;
 - (j) CAD equivalent aggregate value for each Crypto Asset traded by the client, calculated as the amount in paragraph (i) multiplied by the market price of the asset in paragraph (h) as of the report end date;
 - (k) age of account in months; and

- (l) the client limit established by the Filer on each account.
3. Within 7 calendar days from the end of each month, the Filer will deliver to the Principal Regulator and the regulator or securities regulatory authority in each of the Applicable Jurisdictions, a report of all accounts for which the Client Limits established pursuant to paragraph 16 in Schedule I were exceeded during that month.
 4. The Filer will deliver to the Principal Regulator within 30 days of the end of each March, June, September and December, either:
 - (a) blackline copies of changes made to the policies and procedures on the operations of its wallets that were previously delivered to the Principal Regulator; or
 - (b) a nil report stating no changes have been made to its policies and procedures on the operations of its wallets in the quarter.
 5. In addition to any other reporting required by Legislation, the Filer will provide, on a timely basis, any report, data, document or information that the Filer has available or would be reasonably expected to have available to the Principal Regulator, including any information about the Filer's custodian(s) and the Crypto Assets held by the Filer's custodian(s), that may be requested by the Principal Regulator from time to time as reasonably necessary for the purpose of monitoring compliance with the Legislation and the conditions in the Undertaking, in a format acceptable to the Principal Regulator.
 6. Upon request, the Filer will provide the Principal Regulator and the regulators or securities regulatory authorities of each of the Non-Principal Jurisdictions with aggregated and/or anonymized data the Filer has available or would be reasonably expected to have available concerning client demographics and activity on the Platform that may be useful to advance the development of the Canadian regulatory framework for trading crypto assets.
 7. The Filer will promptly make any changes to its business practices or policies and procedures that may be required to address investor protection concerns that may be identified by the Filer or by the Principal Regulator arising from the operation of the Filer's Platform.

Schedule III Marketplace Terms and Conditions

Fair access

1. The Filer will not unreasonably prohibit, condition or limit the access of any Canadian client.
2. The Filer will not permit unreasonable discrimination among its Canadian clients.

Market Integrity

3. The Filer will take reasonable steps to ensure that the operation of the marketplace does not interfere with fair and orderly markets.
4. The Filer will establish, maintain and ensure compliance with policies and procedures to address concerns relating to fraud and market manipulation in connection with the marketplace, including policies and procedures to monitor for and investigate potential instances of manipulative and abusive trading.
5. The Filer will establish, maintain and ensure compliance with policies and procedures for addressing and escalating complaints internally or to the regulators, as applicable, and governing the cancellation, variation or correction of trades executed through the marketplace service.

Conflicts of Interest

6. The Filer will identify and address conflicts of interest arising from the operation of the marketplace and the related services it provides, including conflicts between the interests of its owners, its commercial interests and the responsibilities and sound functioning of the marketplace services and, if applicable, any clearing and settlement services.

Transparency of operations and of Order and Trade Information

7. The Filer will provide the Canadian clients with information reasonably necessary to enable them to understand the marketplace services and, if applicable, any clearing and settlement services, including how orders are handled and interact, including with liquidity providers, how trades are priced and any associated fees or spreads.
8. For orders and trades entered into and executed on the marketplace, the Filer will make available to the Canadian clients an appropriate level of information regarding those orders and trades in real-time to facilitate the trading activities of the Canadian clients.

Systems and Internal Controls

9. The Filer will maintain effective internal controls over systems that support the

marketplace services and, if applicable, any clearing and settlement services, including internal controls to ensure that its systems function properly and have adequate capacity and security.

10. The Filer will maintain effective information technology controls to support the marketplace service and, if applicable, any clearing and settlement services, including controls relating to operations, information security, cyber resilience, change management, network support and system software support.
11. The Filer will maintain, update and test a business continuity plan, including emergency procedures, and a plan for disaster recovery that provides for the timely recovery of operations and fulfilment of its obligations with respect to the marketplace service and, if applicable, any clearing and settlement services, including in the event of a wide-scale or major disruption.
12. If applicable, the Filer will maintain effective procedures and processes to ensure the provision of accurate and reliable clearing and settlement services.
13. If applicable, the Filer will maintain appropriate risk management policies and procedures and internal controls in place to minimize the risk that settlement will not take place as expected.