

**PLEASE CAREFULLY READ AND MAKE SURE YOU UNDERSTAND THIS ENTIRE MEMBERSHIP AGREEMENT, INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, BEFORE SIGNING TO INDICATE YOUR AGREEMENT TO BE BOUND BY THIS MEMBERSHIP AGREEMENT.**

## **INTRODUCTION**

Welcome to North American Derivatives Exchange, Inc. d/b/a Crypto.com | Derivatives North America, the first fully electronic, retail-focused financial trading platform in the United States. Before You can become a Member and trade on Crypto.com | Derivatives North America, You must read and accept this Membership Agreement, including all documents incorporated by reference.

## **DEFINITIONS**

**Access Materials:** The unique Username and Password chosen by You to enable You to access Your Crypto.com | Derivatives North America Account.

**Account:** This term refers to the relationship between You and Crypto.com | Derivatives North America established to provide You with access to trade on Crypto.com | Derivatives North America as well as to deposit funds and engage in other financial transactions associated with said relationship. The Account is in the name of the approved Member, whether it be a natural person or entity.

**Affiliates:** This includes all of Crypto.com | Derivatives North America's Officers, Directors, Agents, Subsidiaries, Joint Ventures and Employees.

**AP/employee or APs/employees:** This includes all associated persons ("APs") and employees of the FCM Member, as well as those of the FCM Member's introducing brokers ("IBs").

**Crypto.com | Derivatives North America:** the name under which Nadex conducts business; any reference to Crypto.com | Derivatives North America may be substituted with "Nadex" or "CDNA" without changing the meaning of the term.

**Customer:** This includes any customer of the FCM applying for Membership, as well as any AP/employee of the FCM applying for Membership who trades CDNA contracts for his or her personal account pursuant to CDNA rules.

**Nadex:** The abbreviated form of North American Derivatives Exchange, Inc.; any reference to "Nadex" may be substituted with Crypto.com | Derivatives North America without changing the meaning of the term.

**North American Derivatives Exchange, Inc.:** A Delaware corporation with its principal place of business in Chicago, Illinois, registered with the Commodity Futures Trading Commission as a Designated Contract Market ("DCM") and Derivatives Clearing Organization ("DCO"),

that operates a centralized marketplace under the name Crypto.com | Derivatives North America where Members can trade certain derivative instruments with each other.

**Nadex System a.k.a. Crypto.com | Derivatives North America System:** This is the entire Crypto.com | Derivatives North America System which gives authorized Members access to the Crypto.com | Derivatives North America electronic trading system for trading certain derivative instruments under the terms and conditions stated in this Membership Agreement and in the Crypto.com | Derivatives North America Rules. This term includes the Nadex/Crypto.com | Derivatives North America website and any services offered by Crypto.com | Derivatives North America and its third party service providers.

**Member:** An individual or entity which has been approved as a Trading Member by Crypto.com | Derivatives North America to trade on the Crypto.com | Derivatives North America electronic trading system and is bound by this Membership Agreement and subsequent amendments hereto.

**Membership Agreement:** This document and the following documents incorporated herein by reference: Crypto.com | Derivatives North America Rules, Crypto.com | Derivatives North America Privacy Policy, Crypto.com | Derivatives North America Risk Disclosure Statement, Crypto.com | Derivatives North America Terms of Use, and any amendments to these documents. For Members who are entities, the Membership Agreement also incorporates the applicable certification or authorization forms that authorizes certain persons to trade on the entity's behalf.

**Membership Application:** The on-line or paper form by which an applicant provides his/her/its personal information, including, but not limited to, social security number/ national identification number, name, address, date of birth, principal occupation, U.S. bank account information (if applicant is an entity), email address, and any subsequent updates or changes to said personal information. The Membership Application also includes all of the terms and conditions incorporated into this Membership Agreement.

**You, Your:** These terms refer to the individual or entity who is the Member or applicant for membership on Crypto.com | Derivatives North America. For entities applying for FCM membership, each AP/employee trading on behalf of said entity is also incorporated into the definition of these terms.

Other capitalized terms are defined in the text below.

In consideration of Crypto.com | Derivatives North America providing a market to enable You to trade for Your own Account, You hereby agree as follows:

**MEMBER ACKNOWLEDGEMENTS AND AUTHORIZATIONS**

- (a) You understand that by accessing the Crypto.com | Derivatives North America System, you have agreed to the terms and conditions of this Agreement, the crypto.com | Derivatives North America Rules, as may be amended from time to time (collectively "Rules"), and to any applicable law, rule or regulation, including, but not limited to the Commodity Exchange Act, as may be amended from time to time (the "Act") and the rules and regulations of the Commodity Futures Trading Commission ("CFTC" or "Commission") as may be amended from time to time (collectively, "Applicable Law"). You agree that no crypto.com | Derivatives North America employee, director, officer, agent, subsidiary or joint venture ("Affiliate") shall be liable to you for any commercially reasonable action such Affiliate takes in order to comply with the Rules or Applicable Law.
- (b) You authorize Crypto.com | Derivatives North America to take whatever actions are necessary to execute, clear, and settle orders entered into the Crypto.com | Derivatives North America System for Your Account. You authorize Crypto.com | Derivatives North America to rely upon any instruction received through use of Your Access Materials without further inquiry, and Crypto.com | Derivatives North America shall not be liable to You even if such orders were not authorized by You. You accept full responsibility for monitoring Your Account to ensure that trades have been executed correctly and to ensure that no unauthorized trading is occurring in Your Account. Crypto.com | Derivatives North America is not responsible for any Member errors or negligent use of the Crypto.com | Derivatives North America System and will not cover losses relating to such improper or negligent use. You may not give control over Your account to any other person or entity and You may not control the account of any other Member. You shall maintain the confidentiality of Your Access Materials and prevent the unauthorized use of Your Access Materials at all times. If You become aware of any deliberate or inadvertent disclosure, loss, theft or unauthorized use of Your Access Materials, You must notify crypto.com | Derivatives North America immediately and request a new password. You may not access or attempt to access the Crypto.com | Derivatives North America System using the Access Materials of any other Member, or permit any other person or entity to access or attempt to access the Crypto.com | Derivatives North America System using Your Access Materials. Any and all materials that Crypto.com | Derivatives North America provides to You in connection with the Crypto.com | Derivatives North America System are the property of crypto.com | Derivatives North America and are intended for Your sole and individual use.
- (c) You agree that all communications with Crypto.com

| Derivatives North America, including keystrokes entered by You on the Crypto.com | Derivatives North America System and any telephone calls between You and Crypto.com | Derivatives North America may be recorded without further notice, and such recordings may be provided to regulatory authorities (in conformance with applicable laws and regulations) and used as evidence in the event of any dispute. Such recordings will be and remain the sole property of Crypto.com | Derivatives North America and will, in the absence of manifest error, be accepted by You as evidence of the communications so recorded. The period of retention of such recordings shall be at the sole discretion of Crypto.com | Derivatives North America, which will act in conformity with applicable laws and regulations.

- (d) You agree to abide by all of the Rules and Applicable Laws with respect to your trade and settlement obligations and to supervise the activities of your employees and agents to ensure, among other things, that all orders entered into the crypto.com | Derivatives North America System are accurate and authorized by the FCM Member and any customer for whose benefit the order is submitted.
- (e) You acknowledge that any information provided by Crypto.com | Derivatives North America will not be used or considered by You as a recommendation, offer or a solicitation of an offer, to buy, sell or hold a particular investment or pursue any investment strategy.
- (f) You acknowledge and agree that all transactions submitted by you to crypto.com | Derivatives North America will comply with the Rules. You will, from time to time, run such tests and provide such information to crypto.com | Derivatives North America as crypto.com | Derivatives North America reasonably considers necessary to establish the functionality of your system and your compliance with crypto.com | Derivatives North America Rules. In particular, at least once each year you will test your system's ability to block cleared swaps customer collateral pursuant to crypto.com | Derivatives North America Rule 3.4(i) and provide crypto.com | Derivatives North America with the results of such testing.
- (g) You acknowledge and agree that You will, following a request by Crypto.com | Derivatives North America, promptly provide to Crypto.com | Derivatives North America financial or other information as Crypto.com | Derivatives North America may reasonably request or as may be required for Crypto.com | Derivatives North America to respond to a request for information from the Commodity Futures Trading Commission ("CFTC") or other regulatory or judicial bodies.
- (h) You acknowledge and agree that all activity on the Crypto.com | Derivatives North America System and all services performed by Crypto.com | Derivatives

North America, including but not limited to any clearing service, take place in the United States and are subject to the jurisdiction of the United States.

- (i) Before signing and accepting this Membership Agreement, You will have read and understood all Crypto.com | Derivatives North America Rules.
- (j) Before signing and accepting this Membership Agreement, You will have read and understood the website Terms of Use governing the use of the Crypto.com | Derivatives North America System.
- (k) Before signing this Membership Agreement, You will have read and understood Crypto.com | Derivatives North America's Privacy Policy. If You object to Your information being transferred or used in any of the ways stated in the Privacy Policy, please do not apply for membership on Crypto.com | Derivatives North America.
- (l) Before signing and accepting this Membership Agreement, You will have read and understood Crypto.com | Derivatives North America's Risk Disclosure Statement.
- (m) You acknowledge and agree that once you have completed the online Membership Application, sign and accept all of the documentation contained therein, you will have electronically signed the entire Membership Application and are legally bound by all of the terms and conditions contained therein.
- (n) You shall monitor the crypto.com | Derivatives North America System for all working orders and open positions of your customers. You and your customers are solely responsible for monitoring their respective trading account(s) and the status of any open orders or positions in such account(s) and for ensuring the correct execution of trades.
- (o) You shall have procedures in place to monitor all working orders submitted by you until execution is confirmed or cancellation is acknowledged by crypto.com | Derivatives North America. crypto.com | Derivatives North America is not responsible for any loss due to your and/or your customer's failure to cancel or replace an order prior to execution.
- (p) You shall monitor funding levels in your account. Acceptance of an order on the crypto.com | Derivatives North America System does not constitute a representation by crypto.com | Derivatives North America that there is sufficient collateral in your account to satisfy the accepted order. You hereby acknowledge your responsibility to keep apprised of current collateral requirements in connection with all trading activity, to post required collateral for trades entered by you and/or your customers and to remain liable for the losses incurred on all of such trades, regardless of whether there is sufficient collateral posted at the time the trade is entered.
- (q) You represent that you are a Futures Commission Merchant ("FCM") registered with the National Futures Association and have been approved as a swap firm. You shall submit to crypto.com |

Derivatives North America a letter confirming that you maintain all Customer funds deposited with you in appropriately labeled customer segregated funds accounts separated from funds of non-customers, as required by Commission regulations and crypto.com | Derivatives North America Rules.

- (r) Neither you nor your customers may access the crypto.com | Derivatives North America System to:
  - Post or transmit any messages or content that violates any applicable local, state, national, international or foreign law, rule or regulation, including the rules and regulations promulgated by any Regulatory Agency; or
  - Engage in any conduct or practice inconsistent with just and equitable principles of trade or conduct or practices detrimental to the best interests of the Market and/or its Members.
- (s) By trading Sports Event Contracts you agree and acknowledge that the Contracts have not been endorsed by any league, association or organization or any team that is part of the aforementioned. You also agree and acknowledge that the use of the name of any league, association or organization or any team or any title name or match name does not indicate an endorsement of this product.
- (t) By trading Sports Event Contracts you agree and acknowledge that you are not an individual or entity nor is your Customer an individual or entity who is prohibited from trading the Event Contract, including:
  - Current and former Association players, coaches and staff
  - Paid employees and management of the Associations and Association Participants
  - Owners of the Associations and Association Participants
  - Household members and immediate family members (siblings, children and parents) of any of the above.
  - And as further provided on the CDNA Trading System and CDNA website.

#### **FEES AND OTHER CHARGES**

You will be liable for all payments of any fees relating to the execution and settlement of transactions on the crypto.com | Derivatives North America System or charges associated with other services rendered by us for you and/or your customers at such rate as determined by crypto.com | Derivatives North America or as otherwise agreed upon between you and crypto.com | Derivatives North America. All such fees and charges shall be due promptly upon receipt. crypto.com | Derivatives North America, in its sole discretion, may change the fees and charges at any time. crypto.com | Derivatives North America will notify

you of any such changes as described under the "Notice" section below.

#### **CRYPTO.COM | DERIVATIVES NORTH AMERICA INVESTMENT OF MEMBER'S FUNDS**

Except as prohibited by the regulations of the CFTC, all cash and other property in Your Account or otherwise held by Crypto.com | Derivatives North America on Your behalf may, from time to time, without notice to You, be commingled with the property of other Members or be invested by Crypto.com | Derivatives North America, separately or with any other property, consistent with Commission Regulation 1.25.

#### **THE CRYPTO.COM | DERIVATIVES NORTH AMERICA ELECTRONIC TRADING SYSTEM**

- (a) Crypto.com | Derivatives North America is making available to You access to the Crypto.com | Derivatives North America System for trading certain derivative instruments under the terms and conditions stated in this Membership Agreement and in the Crypto.com | Derivatives North America Rules.
- (b) You understand that the Crypto.com | Derivatives North America System may be accessed only electronically.
- (c) **Security.** You are responsible for keeping your systems that are connected to crypto.com | Derivatives North America, including all the servers, hardware, and software applications, secure at all times from unauthorized access or use and you will be responsible for any transactions submitted to the crypto.com | Derivatives North America System by any unauthorized party accessing your system. You agree to provide crypto.com | Derivatives North America with such information as it may request regarding your system's security and to allow crypto.com | Derivatives North America, upon reasonable notice to you, to audit your system's security.
- (d) **Transmission of Data.** You agree that you are responsible for building and testing the Interface to the crypto.com | Derivatives North America System and that you are responsible for the accuracy and completeness of all information, data, instructions, orders, trades or communication of whatever means that you transmit through the Interface to the crypto.com | Derivatives North America System. Any electronic transmissions of orders, confirmations or other trade related information between us will be in conformity with the specifications set by crypto.com | Derivatives North America and interpreted by and subject to the crypto.com | Derivatives North America Rules, as amended from time to time.
- (e) **No Liability.** You understand that while electronic access generally is dependable, technical problems

or other conditions may delay or prevent You from accessing Your Account or entering or canceling an order on the crypto.com | Derivatives North America System, or may delay or prevent an order transmitted to the Crypto.com | Derivatives North America System from being executed. CRYPTO.COM | DERIVATIVES NORTH AMERICA, ITS AFFILIATES, AND ITS SOFTWARE, HARDWARE, AND SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU FOR, AND YOU AGREE NOT TO HOLD OR SEEK TO HOLD ANY OF THEM LIABLE FOR, ANY TECHNICAL PROBLEMS; CRYPTO.COM | DERIVATIVES NORTH AMERICA SYSTEM FAILURES OR MALFUNCTIONS; CRYPTO.COM | DERIVATIVES NORTH AMERICA SYSTEM ACCESS OR CAPACITY PROBLEMS; HIGH INTERNET TRAFFIC; INTERRUPTIONS DUE TO SCHEDULED OR UNSCHEDULED MAINTENANCE, UPGRADING OR REPAIRS; SECURITY BREACHES OR UNAUTHORIZED ACCESS BEYOND THE REASONABLE CONTROL OF CRYPTO.COM | DERIVATIVES NORTH AMERICA; ANY FORCE MAJEURE EVENT; AND OTHER SIMILAR PROBLEMS AND DEFECTS. NOTHING IN THIS SECTION IS INTENDED TO LIMIT THE LIABILITY OF ANY PERSON AS MAY BE PROVIDED IN THE COMMODITY EXCHANGE ACT, THE REGULATIONS OF THE CFTC, OR ARISING FROM ACTS OF WILLFUL OR WANTON MISCONDUCT.

- (f) Some of the information available on the Crypto.com | Derivatives North America System is produced by Crypto.com | Derivatives North America, and some is provided by various independent sources believed by Crypto.com | Derivatives North America to be reliable ("Information Providers"). You acknowledge that the accuracy, completeness, timeliness, and correct sequencing of the information concerning Your trading and Account activity, the quotes, market and trading news, charts, trading analysis and strategies, and other information that may be provided from time to time, (collectively referred to as the "Information,") is the property of Crypto.com | Derivatives North America and/or the Information Providers or others and may be protected by copyright. You agree not to reproduce, retransmit, disseminate, sell or distribute the Information in any manner without the express written consent of Crypto.com | Derivatives North America and the relevant Information Provider(s) and not to use the Information for any unlawful purpose. Although Crypto.com | Derivatives North America believes the Information provided by the Information Providers through the Crypto.com | Derivatives North America System is complete and correct, the accuracy of the Information cannot be guaranteed and any reliance by You on such information is done solely at Your own risk.
- (g) You shall be responsible for providing and



maintaining the means by which You will access the Crypto.com | Derivatives North America System, which may include a personal computer, modem and telephone or other access line. You are responsible for all access and service fees necessary for You to connect to the Crypto.com | Derivatives North America System and You are responsible for all charges incurred by You in accessing the Crypto.com | Derivatives North America System.

#### **ELECTRONIC COMMUNICATION WITH MEMBERS**

Communications between You and Crypto.com | Derivatives North America via electronic mail ("email") shall be to the email address registered with Your Account. In addition, Crypto.com | Derivatives North America may communicate with You by posting information on the Nadex Crypto.com | Derivatives North America website. You consent to receive all communications from Crypto.com | Derivatives North America by email or through the Nadex/Crypto.com | Derivatives North America website, including confirmations, amendments to this Membership Agreement, amendments to the Crypto.com | Derivatives North America Rules and policies, notices, and any correspondence relating to Your Crypto.com | Derivatives North America Account or membership and You agree to be bound by all communications contained therein. All communication from Crypto.com | Derivatives North America will be in the English (American) language.

You shall be deemed to have received any such communications sent to Your current email address and/or posted on the Nadex/Crypto.com | Derivatives North America website under the "Nadex Notices" section of the website. It is your responsibility to check the "Nadex Notices" section of the website on a regular basis while maintaining a membership on Crypto.com | Derivatives North America. Confirmations of transactions sent to your email address shall be conclusive and final unless You notify Crypto.com | Derivatives North America of an error within five (5) days of Crypto.com | Derivatives North America sending the email confirmation.

In order to maintain membership on the Crypto.com | Derivatives North America System, You are required to maintain an active email account and You may not share said email account with anyone. (For clarification, You must be the only person able to access the email address given to Crypto.com | Derivatives North America.) You agree to protect the password and user identification of such email account in order to protect the confidentiality of any correspondence between You and Crypto.com | Derivatives North America.

You must inform Crypto.com | Derivatives North America of any changes to Your email address within 24 hours of said change.

#### **ELECTRONIC SIGNATURES**

Your intentional action in electronically signing the Membership Application is valid evidence of your consent to be legally bound by the Membership Application, and all documents incorporated by reference including but not limited to this Membership Agreement and the Crypto.com | Derivatives North America Rulebook governing your relationship with Crypto.com | Derivatives North America. The use of an electronic version of the Membership Application fully satisfies any requirement that such Membership Application be provided to You in writing. You acknowledge that You may access and retain a record of the documents that You electronically sign through the Crypto.com | Derivatives North America System. You are solely responsible for reviewing and understanding all of the terms and conditions contained in the Membership Application. You accept as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Agreement on the Nadex/Crypto.com | Derivatives North America website. You acknowledge and agree that Crypto.com | Derivatives North America may modify this Membership Application, in whole or in part, from time to time and You agree to consult the Crypto.com | Derivatives North America website from time to time for the most up-to-date Membership Agreement. The electronically stored copy of the Membership Agreement is considered to be the true, complete, valid and authentic and enforceable record of the Membership Application, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of the Crypto.com | Derivatives North America electronically stored copy of the Membership Application in any proceeding arising out of the terms and conditions of the Membership Application.

#### **MEMBER REPRESENTATIONS**

Member hereby represents and warrants as follows:

- (a) If You are a natural person, You (i) reside in the United States or one of the acceptable regions identified on the Nadex/ Crypto.com | Derivatives North America website, (ii) maintain a bank account in your name that you will use to fund your Crypto.com | Derivatives North America account, and (iii) are at least the age of majority if you reside in the United States or its territories, or 21 if you reside in a region other than the United States;
- (b) If You are anything other than a natural person (e.g., a corporation, partnership, sole proprietorship, or trust), You are duly organized in the United States, in good standing, maintain a United States bank account in the name of the entity applicant, and have the legal authority and are duly authorized and empowered to execute and deliver this Membership Agreement on behalf of such entity and to open

accounts and effect transactions in commodities, futures, options, and swaps on the Crypto.com | Derivatives North America System on behalf of such entity;

- (c) Placing orders on the Crypto.com | Derivatives North America System does not and will not violate any governing documents, applicable law, or any judgment, decree, order or agreement to which You or Your property is subject, and this Membership Agreement is binding on and enforceable against You in accordance with its terms;
- (d) You have made and will make to crypto.com | Derivatives North America all disclosures required by this Agreement, the Rules, the Membership Application or under Applicable Law;
- (e) Any financial or other information you provide to crypto.com | Derivatives North America or its agents in connection with this Agreement and the accompanying Membership Application or pursuant to the Rules or otherwise, is and will be accurate and complete in all respects; and
- (f) You agree to provide crypto.com | Derivatives North America in the future with information and documentation that crypto.com | Derivatives North America may request pursuant to this Agreement or the Rules.
- (g) You shall promptly notify Crypto.com | Derivatives North America in writing if any of the representations in this Agreement materially change or cease to be true and correct.

#### **MEMBER DEFAULT**

In the event that:

- You or any of your employees and/or associated persons breach or fail to timely perform any of your or their material obligations under this Agreement or the Rules, or otherwise in respect of any Contract;
- You fail to deposit or maintain any required collateral or fail to make any other payment required with respect to any Contract;
- Any representation made by you hereunder including all documents incorporated by reference is not or ceases to be accurate and complete in any material respect;
- A case in bankruptcy is commenced or a proceeding under any insolvency or other law for the protection of creditors or for the appointment of a receiver, trustee or similar officer is filed by or against you;
- Any warrant or order of attachment is issued against any of your accounts or a judgment is levied against any such account;
- You fail to provide adequate assurances acceptable to crypto.com | Derivatives North America after crypto.com | Derivatives North America has requested that such assurances be provided within a reasonable period of time

under the circumstances, whenever crypto.com | Derivatives North America considers such assurances necessary for the protection of crypto.com | Derivatives North America, its Members and/or the Market;

then crypto.com | Derivatives North America shall have the right, without limitation, to:

- Close out any or all open Contracts;
- Cancel any of your or your customers' outstanding orders;
- Treat any and all of your obligations to crypto.com | Derivatives North America as immediately due and owing;
- Set-off any crypto.com | Derivatives North America obligation to you against any of your obligations to crypto.com | Derivatives North America;
- Require that you liquidate any collateral held in your account on your behalf to satisfy your obligations to crypto.com | Derivatives North America;
- Terminate any or all of crypto.com | Derivatives North America's obligations for future performance with respect to your trading account;
- Terminate your access to crypto.com | Derivatives North America; and/or
- Proceed with any other appropriate action in accordance with the Rules.

crypto.com | Derivatives North America shall make reasonable efforts to inform you that it will take or has taken any of the aforementioned actions.

#### **NO WARRANTY**

YOU UNDERSTAND THAT CRYPTO.COM | DERIVATIVES NORTH AMERICA, ITS AFFILIATES, AND ITS SOFTWARE, HARDWARE, AND SERVICE PROVIDERS PROVIDE THE CRYPTO.COM | DERIVATIVES NORTH AMERICA SYSTEM "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. CRYPTO.COM | DERIVATIVES NORTH AMERICA, ITS AFFILIATES AND ITS SOFTWARE, HARDWARE AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### **MANDATORY ARBITRATION**

Any controversy or claim arising out of or in connection with this Membership Agreement or the performance or breach hereof, or relating to Your Account, including any claim against Crypto.com | Derivatives North America, a Crypto.com | Derivatives North America settlement bank, or any other Crypto.com | Derivatives North America Member, shall be settled by arbitration as set forth in the

Crypto.com | Derivatives North America Rules.

## **TERMINATION**

This Membership Agreement may be terminated by You or Crypto.com | Derivatives North America at any time by giving written notice to the other party. In the event of such termination, Crypto.com | Derivatives North America will immediately liquidate all outstanding positions in Your Account in such manner as Crypto.com | Derivatives North America sees fit and instruct Crypto.com | Derivatives North America's settlement bank to remit the proceeds from such liquidation along with all other funds in Your Account to Your bank account identified in Your Crypto.com | Derivatives North America account by means of electronic payment or wire transfer. The termination of this Agreement will not prejudice any accrued rights or obligations relating to any transaction effected prior to termination, or any right or remedy available to Crypto.com | Derivatives North America. If, at the time of termination of this Membership Agreement You owe any amount to Crypto.com | Derivatives North America, Crypto.com | Derivatives North America may retain or keep possession of the portion of any balances or instruments in Your Account in satisfaction of such amounts owed by You to Crypto.com | Derivatives North America or until You otherwise pay all amounts owing to Crypto.com | Derivatives North America. The obligations of confidentiality, the warranty exclusions, the limitations of liability, the assignment of ideas provision, the mandatory arbitration provision, and choice of law provision stated in this Agreement will survive termination.

Crypto.com | Derivatives North America reserves the right to terminate Your Account or block access to Crypto.com | Derivatives North America for any reason allowable under applicable law.

## **CHOICE OF LAW**

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND ALL DISPUTES HEREUNDER SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS AS APPLIED TO CONTRACTS MADE AND TO BE PERFORMED IN ILLINOIS, WITHOUT APPLYING CONFLICT OF LAW RULES.

## **MISCELLANEOUS**

**(h) Order of Precedence.** In the event of any conflict among this Membership Agreement and any of the documents incorporated herein by reference, the following order of precedence will apply: Crypto.com | Derivatives North America Rules; entity certification or authorization that is supplemental to this

- (i) Assignment.** Member may not assign (directly, by operation of law, or otherwise) this Membership Agreement or any of its rights or obligations under this Agreement. Subject to the foregoing, this Membership Agreement shall be binding upon and inure to the benefit of Crypto.com | Derivatives North America, its successors and assigns, You and Your legal representatives, executors, trustees, administrators, and (if an assignment cannot be prohibited) Your successors and assigns.
- (j) Severability.** If any part, term, or provision of this Membership Agreement is held by any body of competent jurisdiction to be illegal or in conflict with any laws or regulations, a modified provision shall be substituted which carries out as nearly as possible the original intent of the parties and the validity of the remaining portions or provisions shall not be affected or impaired.
- (k) Entire Agreement.** This Membership Agreement, including all documents incorporated herein by reference, is intended as the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, relating to the subject matter hereof. There are no terms, conditions or obligations other than those contained herein and those incorporated by reference. Notwithstanding the above, You acknowledge that from time to time, You may enter into certain additional agreements with, or receive certain disclosure documents from, Crypto.com | Derivatives North America, and such other agreements or documents shall be valid and binding upon You as a Member of Crypto.com | Derivatives North America.
- (l) Amendment.** This Membership Agreement may be amended unilaterally by Crypto.com | Derivatives North America upon written notice to You. You will be deemed to agree to each such amendment if You do not terminate this Membership Agreement prior to the effective date of the amendment.
- (m) Waiver.** Failure of either party to enforce compliance with any provision of this Membership Agreement shall not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, and the exercise of any right or remedy provided herein or at law or equity shall not preclude the exercise of additional rights and remedies provided by law or equity.

**SIGNATURE PAGE FOLLOWS**

**BY SIGNING THIS MEMBER AGREEMENT, YOU HEREBY AGREE TO THE TERMS OF THIS MEMBERSHIP AGREEMENT AND EXPRESSLY ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ AND UNDERSTOOD ALL DOCUMENTS INCORPORATED HEREIN BY REFERENCE.**

**FCM Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**SCHEDULE A**

To open an account with Crypto.com | Derivatives North America ("CDNA"), you must be a duly formed legal entity under Applicable Law and maintain an account with a U.S. Financial Institution or Foreign Bank as such terms are defined in the Rules.

You agree that by submitting this information to CDNA you authorize CDNA to use this information to contact you or to send you information that you have requested or that CDNA feels will be of interest to you, and that CDNA may contact you via phone, email or postal mail.

**ENTITY INFORMATION**

<b>Entity Name</b>	
<b>Form of Organization</b>	<b>(check one below)</b>
<b>Corporation</b>	<input type="checkbox"/>
<b>LLC</b>	<input type="checkbox"/>
<b>Partnership</b>	<input type="checkbox"/>
<b>Trust</b>	<input type="checkbox"/>
<b>Jurisdiction of Organization</b>	
<b>Tax ID No:</b>	
<b>Business Address:</b>	
<b>City:</b>	
<b>State:</b>	<b>Zip:</b>
<b>Title/Contact Name:</b>	
<b>Daytime Phone:</b>	
<b>Evening Phone:</b>	
<b>Cell Phone:</b>	
<b>E-Mail:</b>	
<b>Names of Bank:</b>	
<b>ABA Number:</b>	
<b>Account Holder Name (must be same as Entity Name):</b>	
<b>Account Number:</b>	