



North American Derivatives  
Exchange, Inc. d/b/a  
crypto.com | Derivatives  
North America

# FCM Membership Agreement



## INTRODUCTION

This FCM Membership Agreement (“Agreement”) sets forth the terms and conditions under which North American Derivatives Exchange, Inc. d/b/a crypto.com | Derivatives North America will grant (the “FCM Member”) membership to crypto.com | Derivatives North America in order to access and intermediate customer orders onto crypto.com | Derivatives North America’s contract market facilities (the “crypto.com | Derivatives North America System”). This Agreement contains important information regarding the terms and conditions that apply to your Membership as a FCM Member. This Agreement is made as of \_\_\_\_\_, 20\_\_\_\_.

IN THIS AGREEMENT, the terms “AP/employee” and “APs/employees” include all associated persons (“APs”) and employees of the FCM Member, as well as those of the FCM Member’s guaranteed introducing brokers (“GIBs”). The terms “you” and “your” refer to the entity that is the FCM Member or applicant for FCM Membership on Crypto.com | Derivatives North America. For entities applying for FCM Membership, each AP/employee acting on behalf of said entity is also incorporated into the definition of “you” and “your”. The term “customer” includes any customer of the FCM applying for Membership, as well as any AP/employee of the FCM applying for Membership who trades crypto.com | Derivatives North America contracts for his or her personal account pursuant to crypto.com | Derivatives North America Rules.

Capitalized terms not defined within this Agreement have the meaning set forth in the Crypto.com | Derivatives North America Rules .

## SCOPE OF AGREEMENT

The crypto.com | Derivatives North America System is the electronic platform that gives authorized FCM Members access to the crypto.com | Derivatives North America electronic market for trading certain derivative instruments (“Contracts”). The Crypto.com | Derivatives North America System includes the Nadex/crypto.com | Derivatives North America website, crypto.com | Derivatives North America match engine, market information, clearing and any other services offered by crypto.com | Derivatives North America and its third party service providers. Access to, and use of, the crypto.com | Derivatives North America System are subject to your compliance with the terms and conditions set forth in this Agreement and in the crypto.com | Derivatives North America Rules.

## FCM MEMBER ACKNOWLEDGEMENTS AND OBLIGATIONS

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.

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 any Regulatory Agency.

You acknowledge and agree that once you have provided all of the information required in the crypto.com | Derivatives North America Membership Application (“Membership Application”) and have signed this Membership Agreement, you are legally bound by all of the terms and conditions contained therein.

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.

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 5.5(b)(iv) and provide crypto.com | Derivatives North America with the results of such testing.

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.

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.

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.

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.

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.

You agree that all communications with crypto.com | Derivatives North America, including keystrokes or messages submitted 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 any Regulatory Agency (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.

### **AUTHORIZED ACCESS TO CRYPTO.COM | DERIVATIVES NORTH AMERICA SYSTEM**

crypto.com | Derivatives North America is making available to you an interface through which you may access the crypto.com | Derivatives North America System using the FIX protocol. This access is being made available for the trading by your customers of certain crypto.com | Derivatives North America Contracts under the terms and conditions stated in this Agreement and in the crypto.com | Derivatives North America Rules.

You will be provided with a Member ID in order to gain access to the crypto.com | Derivatives North America System. You are responsible for assigning each customer a unique position account. You also are responsible for assigning each customer a unique user ID and password and ensuring that only authorized customers will enter orders for submission by you to the crypto.com | Derivatives North America System.

You shall provide crypto.com | Derivatives North America, inter alia, with the position account identifier of each customer and shall ensure that each customer has been trained in a manner deemed appropriate by the FCM Member regarding the Rules and any amendments thereto, the proper use of the crypto.com | Derivatives North America System, and the proper use of any terminal or other device used to enter orders for submission to the Crypto.com | Derivatives North America System. crypto.com | Derivatives North America reserves the right to deny, terminate or suspend access to the Crypto.com | Derivatives North America System of any customer when such action would serve the best interests of crypto.com | Derivatives North America and/or its Members.

You shall be fully responsible for timely performance of all obligations under or in connection with any Contract resulting from the submission of any order into the crypto.com | Derivatives North America System under your Member ID, except to the extent provided by crypto.com | Derivatives North America Rule 10.1 (Limitations of Liability).

As a condition of granting you FCM Membership privileges, you agree to:

- Authorize crypto.com | Derivatives North America to rely upon any instruction received through use of your access to the crypto.com | Derivatives North America System or through any written notice, request, direction or other document reasonably believed to be genuine and to have been signed or presented by you or on your behalf by your administrator, or other authorized person without further inquiry, and crypto.com | Derivatives North America shall not be liable to you even if such instructions were not authorized by you;

- Immediately notify crypto.com | Derivatives North America if you become aware of any deliberate or inadvertent unauthorized use of the crypto.com | Derivatives North America system and you agree to cooperate with crypto.com | Derivatives North America in investigating any unauthorized use;
- Authorize crypto.com | Derivatives North America or its agents, in its sole discretion, to make or obtain reports concerning your financial condition and business conduct.

You agree that crypto.com | Derivatives North America in its discretion may limit your volume of messaging traffic (e.g., messages per second submitted by you to crypto.com | Derivatives North America).

You understand that crypto.com | Derivatives North America may suspend, condition or revoke your membership privileges for any reason.

### **MEMBER ELIGIBILITY**

As a FCM Member, you hereby represent and warrant the following:

- You satisfy all of the requirements for FCM Membership as set forth in the Rules, this Agreement and the Membership Application;
- You (i) are an entity (e.g., a corporation, limited liability company, or partnership) duly organized in the United States, in good standing, (ii) have the legal authority and are duly authorized and empowered to execute and deliver this Agreement and to open accounts and effect transactions in commodities, swaps, futures, and options on the crypto.com | Derivatives North America System on behalf of such entity and its customers, (iii) have adequate financial resources and credit, (iv) shall not permit any Person other than your authorized customers and you to have any control over any trading account established with crypto.com | Derivatives North America;
- 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 Agreement is binding on and enforceable against you in accordance with its terms;
- 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;
- 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
- 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.
- You agree to promptly notify crypto.com | Derivatives North America in writing if the information provided in your Membership Application, this Agreement or otherwise is no longer materially accurate or complete.

### **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.

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

crypto.com | Derivatives North America is permitting you to access the crypto.com | Derivatives North America System for trading certain Contracts under the terms and conditions stated in this Agreement and in the crypto.com | Derivatives North America Rules. You understand that the crypto.com | Derivatives North America System may be accessed only through the Internet or through a dedicated private circuit. In this regard, crypto.com | Derivatives North America agrees to permit you to build an Interface to connect your computer network to the crypto.com | Derivatives North America System using the FIX Protocol.

**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.

**API Development, Installation, Maintenance, Modifications and Upgrades.** You will be responsible for the provision of all equipment and network services necessary for connecting to the crypto.com | Derivatives North America System.

When connecting to the crypto.com | Derivatives North America System via an API between your system and the crypto.com | Derivatives North America System you will be required to follow all conformance tests and procedures required by crypto.com | Derivatives North America and to receive written approval by crypto.com | Derivatives North America of conformance before any use of the crypto.com | Derivatives North America System in a live production environment. You acknowledge you will be both responsible and liable for any errors or failure in your implementation of the API.

You will be responsible for all maintenance and support services required in order for you to gain access to the crypto.com | Derivatives North America System.

You will, from time to time, run such tests and provide such information to us as we reasonably consider necessary to establish the functionality of access to the crypto.com | Derivatives North America System.

crypto.com | Derivatives North America reserves the right to make such modifications, improvements or additions to the crypto.com | Derivatives North America System or any part of parts thereof in crypto.com | Derivatives North America's sole discretion. crypto.com | Derivatives North America will provide you with reasonable notice of any such modifications, improvements or additions.

**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 crypto.com | Derivatives North America FIX Specifications Guide and interpreted by and subject to the crypto.com | Derivatives North America Rules, as amended from time to time.

**No Liability.** You understand that while the Internet and dedicated private circuits are generally dependable, technical problems or other conditions may delay or prevent you from entering or canceling an order or orders on the crypto.com | Derivatives North America System, or may delay or prevent an order or orders transmitted to the crypto.com | Derivatives North America System from being executed. YOU ALSO AGREE THAT NO CRYPTO.COM | DERIVATIVES NORTH AMERICA AFFILIATE SHALL BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY LOSS OR DAMAGE SUSTAINED BY A MEMBER, INCLUDING ANY CONSEQUENTIAL LOSS, LOSS OF PROFIT OR LOSS OF TRADING OPPORTUNITY, AS A RESULT OF ANY ACTUAL OR PROPOSED TRANSACTIONS OR AS A DIRECT OR INDIRECT RESULT OF ANY SERVICES PROVIDED BY CRYPTO.COM | DERIVATIVES NORTH AMERICA AFFILIATES (INCLUDING, WITHOUT LIMITATION, ANY FAILURE IN CRYPTO.COM | DERIVATIVES NORTH AMERICA AFFILIATE), UNLESS THE RELEVANT CRYPTO.COM | DERIVATIVES NORTH AMERICA PARTY IS DETERMINED BY FINAL RULING OF AN ARBITRATION PROCEEDING TO HAVE ACTED OR FAILED TO ACT IN A MANNER THAT IS GROSSLY NEGLIGENT, RECKLESS, OR FRAUDULENT. FOR THE AVOIDANCE OF DOUBT, NOTHING HEREIN

IS INTENDED TO LIMIT THE LIABILITY OF ANY PERSON AS MAY BE PROVIDED IN THE CEA, THE REGULATIONS OF THE COMMISSION OR BY ACTS OF WILLFUL OR WANTON MISCONDUCT OR FRAUD.

You acknowledge that the information concerning trading and account activity, quotes, and other information that may be provided to you by crypto.com | Derivatives North America from time to time, (collectively referred to as the "Information,") is the property of crypto.com | Derivatives North America and may be protected by applicable laws. You agree not to reproduce, retransmit, disseminate, sell or distribute the Information in any manner other than to your customers without the express written consent of crypto.com | Derivatives North America and not to use the Information for any unlawful purpose.

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 dedicated private circuit, modem, virtual private network 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.

### **EXCHANGE 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.

### **NOTICE**

You consent to receive all communications, including but not limited to, confirmations, amendments to this 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(s) or membership from crypto.com | Derivatives North America, or any other written communication by (i) FIX messaging to the location provided by you in connection with a FIX connection agreement, (ii) electronic mail ("email") to the email address(es) provided by you with this Agreement and/or the Membership Application, (iii) mail through the U.S. post office to the address provided by you in this Agreement or the Membership Application, or (iv) posted on the Crypto.com | Derivatives North America website under the crypto.com | Derivatives North America Notices section of the website, unless otherwise agreed upon between you and crypto.com | Derivatives North America. It is your responsibility to check the "Notices" section of the website on a regular basis while maintaining a membership on crypto.com | Derivatives North America.

Confirmations of transactions sent to you 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 confirmation.

All communication from you to crypto.com | Derivatives North America shall be sent by either (i) certified mail or a recognized overnight courier, upon receipt as indicated by the date on the signed receipt to the physical address posted on its website or (ii) or email to the contact addresses on its website.

### **TERMINATION**

This Agreement may be terminated by you or crypto.com | Derivatives North America at any time by giving written notice to the other party. Upon the termination of this Agreement and otherwise at the request of crypto.com | Derivatives North America, you agree that your open orders or the open orders of your customers may be cancelled and you and your customers shall remain subject to the jurisdiction of crypto.com | Derivatives North America with respect to any investigation or proceeding commenced against you by crypto.com | Derivatives North America and any arbitration filed against you; provided that the investigation, proceeding or arbitration is commenced not more than one year after the effective date of your termination. You and your customers may remain subject to the jurisdiction of the CFTC.

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. The obligations of confidentiality, the warranty exclusions, limitations of liability, the mandatory arbitration provision, and choice of law provision stated in this Agreement will survive termination as well as the suspension or restriction of your access to the crypto.com | Derivatives North America System.

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

YOU UNDERSTAND THAT CRYPTO.COM | DERIVATIVES NORTH AMERICA, ITS AFFILIATES, AND SUPPLIERS 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 SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### **ELECTRONIC TRADING RISK DISCLOSURE**

There are numerous risks associated with the Contracts traded through crypto.com | Derivatives North America and with the trading system itself. Notwithstanding said risks, you assume the financial and other known risks involved in intermediating the trading of these Contracts.

**The risk of loss in trading Contracts on crypto.com | Derivatives North America can be substantial and is a highly speculative activity involving high leverage and volatile markets. Trading through the Internet or other dedicated lines of communication involves many interrelated systems, including hardware, software, telephony, cable, and power generation, all of which are subject to failure or malfunction that may adversely affect the ability to trade. During any time that crypto.com | Derivatives North America is inaccessible for whatever reason, orders may not be entered, cancelled, or modified. Additionally, although crypto.com | Derivatives North America and its systems provider(s) have taken precautions, such as redundant systems, to prevent such an occurrence, if the crypto.com | Derivatives North America system suffers a catastrophic failure, there is a chance your orders and their priority in the order queue could be lost. crypto.com | Derivatives North America is not responsible or liable for any effect on the ability to trade caused by any malfunction of the Internet, computing systems, or their related components. You understand that at various times trading of a particular Contract on crypto.com | Derivatives North America may cease due to a lack of bids or offers for that Contract and, on certain specific trading dates, a Contract will expire pursuant to its terms even if the crypto.com | Derivatives North America System is not accessible. You freely**

**assume these risks and hold crypto.com | Derivatives North America, its affiliates and their respective directors, officers, employees, agents harmless against any such losses resulting from these risks.**

**MANDATORY ARBITRATION**

Any controversy or claim arising out of or in connection with this Agreement or the performance or breach hereof, or relating to your account(s), including any claim against crypto.com | Derivatives North America, 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.

**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**

(a) **Order of Precedence.** In the event of any conflict among this 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 Agreement including the Membership Application; this Agreement itself (excluding documents incorporated herein by reference).

(b) **Assignment.** You may not assign (directly, by operation of law, or otherwise) this Agreement or any of its rights or obligations under this Agreement. Subject to the foregoing, this 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.

(c) **Severability.** If any part, term, or provision of this 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.

(d) **Entire Agreement.** This 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.

(e) **Amendment.** This 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 Agreement prior to the effective date of the amendment.

(f) **Waiver.** Failure of either party to enforce compliance with any provision of this 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, but shall apply solely to the instance to which such waiver is directed.

(g) **Cumulative Remedies.** The rights and remedies conferred upon crypto.com | Derivatives North America herein shall be cumulative, 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.

BY SIGNING THIS 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 MEMBER APPLICANT**

Signed for and on behalf of FCM Member Applicant:

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

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

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

Date: \_\_\_\_\_

**NORTH AMERICAN DERIVATIVES EXCHANGE, INC. D/B/A CRYPTO.COM | DERIVATIVES NORTH AMERICA**

Signed for and on behalf of North American Derivatives Exchange, Inc.:

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

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

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

Date: \_\_\_\_\_

**APPLICATION FOR FCM MEMBERSHIP ENTITY INFORMATION**

Organization's Legal Name:

**FORM OF ORGANIZATION (SELECT ONE):**

- Corporation organized under the laws of
- Limited Partnership organized under the laws of
- Limited Liability Company organized under the laws of
- General Partnership organized under the laws of
- Other (describe)

Tax Identification Number:

CFTC Interim Compliant Identifier ("CICI"):

NFA ID Number:

**ADDRESS:**

(Street 1)

(Street 2)

(City, State Zip Code)

Registered Agent for Service of Process in Illinois:

Administrator:

(Name)

(Tel. No.)

(Facsimile No)

(Email)

**LIST ANY PERSON OR ENTITY THAT OWNS OR CONTROLS 5% OR MORE OF YOUR ORGANIZATION:**

- Name: \_\_\_\_\_ %
- Name: \_\_\_\_\_ %
- Name: \_\_\_\_\_ %
- Name: \_\_\_\_\_ %
- Name: \_\_\_\_\_ %

**LIST OFFICERS:**

- Chief Executive Officer: \_\_\_\_\_ Phone No. \_\_\_\_\_ Email: \_\_\_\_\_
- Chief Operating Officer: \_\_\_\_\_ Phone No. \_\_\_\_\_ Email: \_\_\_\_\_
- Chief Financial Officer: \_\_\_\_\_ Phone No. \_\_\_\_\_ Email: \_\_\_\_\_
- IT Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_ Email: \_\_\_\_\_
- Compliance Officer: \_\_\_\_\_ Phone No. \_\_\_\_\_ Email: \_\_\_\_\_
- Legal Counsel/Legal Contact: \_\_\_\_\_ Phone No. \_\_\_\_\_ Email: \_\_\_\_\_

**LIST THE OFFICER WHO WILL BE RESPONSIBLE FOR SUPERVISING ALL ACTIVITIES OF THE FCM EMPLOYEES RELATING TO TRANSACTIONS EFFECTED ON CRYPTO.COM | DERIVATIVES NORTH AMERICA SUBJECT TO THE CRYPTO.COM | DERIVATIVES NORTH AMERICA RULES:**

Officer: \_\_\_\_\_ Phone No. \_\_\_\_\_ Email: \_\_\_\_\_

List all Exchange Memberships: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify your Designated Self-Regulatory Organization: \_\_\_\_\_

List any Branch Office locations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identify any Guaranteed Introducing Brokers (Name and NFA ID Number): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the Organization's business generally and your expected business on crypto.com | Derivatives North America: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Banking Information: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank ABA Number: \_\_\_\_\_

Account Number: \_\_\_\_\_



**DISCIPLINARY HISTORY:**

If any response to questions (a) - (l) is "yes", please attach a full explanation and all official documents.

<b>Has your organization or any of its principals:</b>	<b>Yes</b>	<b>No</b>
(a) Ever been refused admission to, or withdrawn an application for membership in any securities or commodities exchange, or any trade or business organization?		
(b) Ever been or presently are suspended, expelled, fined, censured, or otherwise disciplined, or found to have violated a by-law rule or regulation of a securities or commodities exchange, banking agency, or other financial institution or trade or business organization or entered into an offer of settlement therewith?		
(c) Ever been or presently are suspended, expelled, fined, censured, or found to have violated any federal or state securities, commodities or banking law or regulation by any state or federal government agency?		
(d) Ever been or presently are the subject of any investigation by any securities or commodities exchange or government agency?		
(e) Ever been arrested or indicted for any crime involving the purchase, sale, or delivery of any security or commodity, or arising out of conduct as a broker, dealer, fiduciary, commodity firm, investment company, investment advisor, or any crime involving violence or threats of violence against any person, dishonesty, wrongful taking of property, fraud, or conspiracy to commit any of the foregoing?		
(f) Ever been convicted of, pleaded guilty or nolo contendere to any criminal charge including a misdemeanor and/or felony?		
(g) Ever been the subject of any bankruptcy proceeding, receivership, arrangement for the benefit of creditors, or a financial judgment (tax or otherwise), made restitution, or otherwise been in financial difficulties which were the subject of legal proceedings, whether voluntary or involuntary?		
(h) Ever been involved in litigation which resulted in a judgment against you which is presently unsatisfied?		
(i) Ever been involved in litigation alleging fraud, deceit, misrepresentation, breach of fiduciary duties or similar activities which resulted in a judgment against you?		
(j) Ever made application for state or federal business occupational license, certification, or a permit that was denied or withdrawn, or has such license ever been suspended or revoked, or enjoined, temporarily or otherwise?		
(k) Ever been subject to any disciplinary action or termination by an employer?		
(l) Ever discharged or permitted to resign from any employment due to a complaint or legal proceeding?		