

# Wealthsimple Investments Inc.

## Crypto Account Agreement

### 1. Introduction

#### a. Crypto Account

This Agreement is entered into by and between you and Wealthsimple Investments Inc. (the “**Firm**”, “**WSII**”, “**we**”, “**us**” or “**our**”). Together with your Client Account Agreement, and any other documents and/or additional terms expressly incorporated by reference, this Agreement governs your access to and use of an account (a “**Crypto Account**”) with WSII for the purpose of buying, selling, transferring, holding and/or staking digital assets (“**Cryptocurrencies**”, each, a “**Cryptocurrency**”) and the content, functionality, and services offered via the Crypto Account (such content, functionality and services, the “**Services**”). This Agreement shall be read and construed together with the Client Agreement.

By submitting a request to open a Crypto Account, you are agreeing that you have read, understood and agree to the terms and conditions outlined in this Agreement.

#### b. Authorization

You authorize us to facilitate the process of buying, selling, holding, transferring and staking Cryptocurrency on your behalf. We are authorized to open or close your Crypto Account, cancel or correct Orders (**as defined below**), convert funds in your Crypto Account between different currencies, direct transfers of funds or Cryptocurrencies to or from Liquidity Providers (**as defined below**) and/or the Custodians (**as defined below**), direct and receive transfers of Cryptocurrencies between your Crypto Account and External Wallets (**as defined below**) and take such other steps as are reasonable to carry out your directions. All transactions will be effected only on your directions, except as otherwise expressly described in this Agreement.

Without limiting the foregoing, by using the Services, you authorize us to disclose, as deemed necessary in our sole discretion, your personal information and data to Custodians, Liquidity Providers and any other service providers (collectively, “**Service Providers**”). We may also disclose certain personal information and transaction data, including the amount and price of Cryptocurrency you purchase or sell using the Services, to one or more Canadian securities regulatory authorities or the Canadian Investment Regulatory Organization.

### 2. Supported Cryptocurrencies and Services

#### a. Supported Cryptocurrencies

WSII may, from time to time, add or remove the Cryptocurrencies for which services are provided (“**Supported Cryptocurrencies**”, each, a “**Supported Cryptocurrency**”). For

avoidance of doubt, unless specifically announced by us, the Services exclude all other protocols and/or functionality which supplement or interact with Supported Cryptocurrencies (collectively, “**Supplemental Protocols**”). Supplemental Protocols include but are not limited to metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins or other functionality, such as staking, protocol governance, and/or any smart contract functionality, which may supplement or interact with a Supported Cryptocurrency.

### **b. Supported Services**

We may at any time, in our sole discretion and without notice or liability to you, alter, amend, restrict, modify, or terminate the Services or any functionality or portion of the Services. For avoidance of doubt, WSII may at any time limit, alter, amend, restrict, modify or terminate Services with respect to a Supported Cryptocurrency, including limiting or restricting your ability to access the Services, in whole or in part. You understand that there is no guarantee that the Services or any portion or functionality of them will continue to operate or be available for any particular period of time. We reserve the right, in our sole discretion, to correct any errors or omissions in any portion of the Services at any time without notice, but confirm that we have no duty to do so.

Without limiting the foregoing, you acknowledge and agree that the provision of the Services is subject to terms and conditions of exemptive relief granted to WSII by Canadian securities regulators or the Canadian Investment Regulatory Organization (“**CIRO**”), applicable securities laws, rules established by CIRO and such other laws, regulations, rules or orders that may apply to WSII and that WSII may alter, amend, restrict, modify, or terminate the Services to comply with the foregoing.

### **c. Unsupported or Valueless Cryptocurrencies**

In the event that we determine that we will no longer provide Services with respect to a Supported Cryptocurrency, we may, in our sole and absolute discretion, and without notice to you, liquidate the Cryptocurrency and tender payment of the proceeds to you by any means of our choice.

You also acknowledge and agree that WSII is entitled to deem, in its sole discretion, exercised in a reasonable manner, a Cryptocurrency to be a valueless Cryptocurrency. In these circumstances, WSII may, without notice to you, remove the valueless Cryptocurrency from your Crypto Account at zero or nominal value. For the purposes of this Agreement, a valueless Cryptocurrency is a Cryptocurrency that cannot reasonably be demonstrated to have any value.

## **3. Trading Crypto Assets**

### **a. Placing Orders**

Subject to rate or other limits that may be imposed by WSII in its sole discretion, you may use the Services to place supported order types, including market and limit orders, for the purchase or sale of Cryptocurrencies (each, an “**Order**”). You may not use the Services to place margin orders. You may not place an Order to purchase Cryptocurrencies unless you have sufficient funds or other Cryptocurrencies available in

your Crypto Account to satisfy your Order. You may not place an Order to sell Cryptocurrencies unless you have sufficient Cryptocurrencies available in your Crypto Account. **It is your responsibility to ensure that you have sufficient funds and/or Cryptocurrency in your Crypto Account to settle transactions you make using the Crypto Account.** If you place an Order with insufficient funds and/or Cryptocurrency, we may reject the Order, cancel the entire Order or fill only a partial Order.

#### b. Order Execution

Before you confirm a market Order, we will obtain a estimated price on your behalf from a third-party liquidity provider (a “**Liquidity Provider**”), after which we will incorporate the Trading Fees (**as defined below**), and will present this amount to you as the estimated price and fees at which the Liquidity Provider and we are willing to transact with you. For other types of Orders, such as limit, scheduled or recurring orders, before you confirm the Order, we will provide you with a reasonable estimate of fees that will apply to your Order once executed. Prices of Cryptocurrencies may be expressed in Canadian dollars, U.S. dollars or other supported fiat currency or in units of another Cryptocurrency. All executed Orders are deemed final and are non-reversible by you. You understand the amount of Cryptocurrency or funds you receive after an Order is executed may differ from the estimates provided to you, especially during periods of high volume, illiquidity, fast movement, or volatility in the marketplace, and you agree that we are not liable for any such discrepancy.

#### c. High Touch Execution Services

Subject to eligibility in accordance with our policies and procedures, we may provide you with facilities to request quotes and place Orders by telephone, instant messaging or similar functionality (**High Touch Execution Services**). Orders placed using High Touch Execution Services may be subject to additional requirements, including minimum Order value requirements, established by us from time to time in our sole discretion. You agree that WSII may, in its sole and absolute discretion, accept statements similar or analogous to the following as your indication of agreement to the terms of an Order placed using High Touch Execution Services: “ok”, “done,” “I buy,” “bought,” “I sell,” or “sold”. An Order placed using High Touch Execution Services is not confirmed unless and until WSII provides you with a trade confirmation. Subject to compliance with Section 5(c) of this Agreement, you may instruct us to deliver Cryptocurrency purchased using High Touch Execution Services to an External Wallet controlled by you. For avoidance of doubt, all Orders placed using High Touch Execution Services are subject to all other terms of this Agreement.

#### d. Trade Settlement

You authorize and direct us to settle executed Orders with Liquidity Providers by transferring or delivering your funds or Cryptocurrency, as the case may be, to Liquidity Providers within two business days of the executed Order. Notwithstanding that Orders are executed by Liquidity Providers, we may, if necessary to carry out your instructions received after an Order has been executed and at any time prior to settlement, elect to settle executed Orders by transferring funds or delivering Cryptocurrency to you from

our corporate funds or inventory, in which case you agree and direct that the funds or Cryptocurrency to be received on your behalf at time of settlement from the Liquidity Provider that executed the Order shall be transferred or delivered to us. You acknowledge and agree that until such time as settlement of an executed Order occurs, you remain liable for payment of the price and applicable fees or delivery of Cryptocurrency, as the case may be.

#### **e. Errors and Corrections**

We will not be responsible for losses incurred by mistyped or otherwise wrongly placed Orders. Notwithstanding the foregoing, in the event we determine, at our sole discretion, that as the result of a technical issue an executed Order did not reflect the fair market value for the applicable Cryptocurrency, we may cancel or correct such Order.

#### **f. Right to Cancel Orders**

You agree and understand that we and/or the Liquidity Providers reserve the right to cancel any Order or part of an Order if such Order was placed during scheduled or unscheduled downtime, violates this Agreement, violates limits or other requirements set by a Liquidity Provider or is “non-marketable”. Non-marketable for our purposes means a buy Order where the limit price is below the asking price or a sell Order where the limit price is above the bid price. We have the right to determine, at our sole discretion, whether or not to accept any Order or instruction for your Crypto Account. We are not responsible for any losses incurred as a result of our or a Liquidity Provider’s decision to cancel an Order or any part of an Order or refuse to execute an Order placed by you.

### **4. Custody & Ownership of Cryptocurrency**

#### **a. Appointment**

You agree to hereby appoint us to act as the custodian of the Cryptocurrencies purchased or deposited by you, to be held in trust by us for your benefit in accordance with this Agreement, and we accept such appointment and the obligations, duties, and responsibilities set out in this Agreement.

#### **b. Custody Location**

Your purchased and deposited Cryptocurrencies are held in trust in one or more of WSII’s omnibus custodial accounts at third-party cryptocurrency custodians (the “**Custodians**”, each, a “**Custodian**”) or in online “hot wallets” administered by us or a Custodian for the purpose of transferring Cryptocurrency to and from External Wallets (**as defined below**) and Liquidity Providers. Each Custodian records the Cryptocurrencies beneficially owned by clients of WSII as separate and apart from any other assets custodied by the Custodian.

#### **c. Title & Ownership**

The Cryptocurrencies held in trust in your Crypto Account will be fully-paid assets

beneficially owned by you and not by WSII. WSII will record your purchased Cryptocurrencies in its books as separate and apart from anyone else's Cryptocurrencies and from WSII's own property. Our records will at all times provide for the separate identification of the Cryptocurrency owned by each client. Neither WSII Crypto nor the Custodians will loan, hypothecate, pledge, or otherwise encumber any Cryptocurrency in your Crypto Account unless instructed by you. Neither WSII Crypto nor any Custodian may use the Cryptocurrency in your Crypto Account in the conduct of its business.

## 5. Transferring Cryptocurrencies from your Crypto Account

### a. Support for Transfers

For certain Supported Cryptocurrencies, WSII may provide functionality ("**Transfer Functionality**") allowing you to transfer the Supported Cryptocurrency into and/or out of your Crypto Account and to or from wallets or addresses on Cryptocurrency networks that are not controlled by WSII ("**External Wallets**", each, an "**External Wallet**"). You acknowledge and agree that WSII may only provide Transfer Functionality for certain Supported Cryptocurrencies, that WSII may support either deposits or withdrawals in respect of certain Supported Cryptocurrencies and that WSII may not provide Transfer Functionality for all Cryptocurrency networks on which a Supported Cryptocurrency may be available.

### b. Deposits

When you (or a third party acting on your behalf) transfer Cryptocurrency to your Crypto Account from an External Wallet, you (or the third party initiating the Cryptocurrency network transaction on your behalf) is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network, gas, transaction or miner's fees ("**Network Fees**") for the transaction to be successful. We are not responsible for delays or loss incurred as a result of an error in the initiation of a Cryptocurrency network transaction. To transfer Cryptocurrency to your Crypto Account, you will only transfer a Supported Cryptocurrency to a deposit address provided by us for each specific transfer. Deposit addresses or other deposit instructions provided by us are intended for a single deposit and we do not guarantee that multiple, separate transfers to the same deposit address or using the same deposit instructions will be received or accepted by us. We are not responsible for delays or loss arising from transfers of unsupported Cryptocurrencies, transfers to incorrect deposit addresses or re-use of deposit addresses or deposit instructions for multiple transfers.

Before being accepted by us and credited to your Crypto Account, all intended transfers of Cryptocurrency to your Crypto Account are subject to review by us for compliance with applicable laws and our internal policies and controls. We are not responsible for delays or loss incurred as a result of this review. No transfer of Cryptocurrency to your Crypto Account is accepted by us unless and until it is shown in your Crypto Account, even if the corresponding Cryptocurrency network transaction is shown as confirmed or completed. Before or after a transfer of Cryptocurrency is accepted and shown in your Crypto Account, we reserve the right to refuse, cancel or reverse any transfer to your Crypto Account for any reason, including without limitation if we suspect the transfer

involves money laundering, terrorist financing, fraud, or any other form of criminal activity or proceeds of crime or if required by law or an order of any court or other authority to which we are subject. After a transfer of Cryptocurrency to your Crypto Account is accepted, we may temporarily place holds or other restrictions on your ability to transact with your Crypto Account, including buying, selling, transferring Cryptocurrency or withdrawing funds. You agree and understand that we have no obligation to disclose to you why a transfer is refused, cancelled or reversed or why holds or restrictions are placed on your ability to transact with your Crypto Account.

You agree that you may not use your Crypto Account to receive payments or transfers of Cryptocurrency from third parties, other than third parties acting on your behalf. Whenever you transfer Cryptocurrency from an External Wallet to your Crypto Account, you represent and warrant to us that (a) you, or a third party acting on your behalf, controls the External Wallet; and (b) the transferred Cryptocurrency was, and continues to be, beneficially owned by you.

### **c. Withdrawals**

When you instruct us to transfer Cryptocurrency from your Crypto Account to an External Wallet, you are responsible for verifying all transaction information, including withdrawal addresses, prior to submitting instructions to us. You shall not attempt to transfer Cryptocurrency directly to a smart contract, dapp or other form of Supplemental Protocol because our systems are not configured to detect, secure or process such transactions and such attempted transfers may result in the loss of your Cryptocurrency. Transfers from your Crypto Account cannot be reversed once they have been broadcast to the relevant Cryptocurrency network. We are not responsible in the event you enter an incorrect External Wallet address for the withdrawal, otherwise provide us with incorrect transaction information, or transfer Cryptocurrency to a smart contract, dapp or other Supplemental Protocol. Transfers of Cryptocurrency are subject to Network Fees received by miners, validators or other entities unrelated to WSII, and as a result, when transferring Cryptocurrency from your Crypto Account to an External Wallet, the amount received in the External Wallet may be less than the amount sent from your Crypto Account.

When you purchase Cryptocurrency, we may put a limit or hold on transfers from your Crypto Account to External Wallets. We may also hold a transfer from your Crypto Account indefinitely in accordance with other internal policies or controls or as required by law. We may refuse to process any pending transfer from your Crypto Account for any other reason, including, without limitation, if we suspect the transfer involves money laundering, terrorist financing, fraud, or any other form of criminal activity or proceeds of crime, if required by law or an order of any court or other authority to which we are subject, or if the amount of the transfer exceeds limits set in accordance with our policies and procedures. We do not control the Cryptocurrency networks and make no warranty or guarantee that a Cryptocurrency transfer from your Crypto Account will be processed or confirmed by the Cryptocurrency network in a timely way or at all. We are not responsible for delays in processing or confirming transfers from your Crypto Account. We have no control over, or liability for, your Cryptocurrency after it is transferred to an External Wallet. You agree and understand that we have no obligation to disclose to you why a requested transfer is delayed or why we refuse to process any

requested transfer.

You agree that you may not use your Crypto Account to pay or transfer Cryptocurrency to third parties, other than third parties acting on your behalf. Whenever you transfer Cryptocurrency from your Crypto Account to an External Wallet, you represent and warrant to us that (a) you, or a third party acting on your behalf, controls the External Wallet; and (b) the transferred Cryptocurrency continues to be beneficially owned by you.

#### **d. No Liability for Third Party Goods or Services**

We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or access using Cryptocurrencies purchased or transferred from your Crypto Account. We are not responsible for ensuring that a third party or protocol you transact with will complete the transaction or is authorised to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using Cryptocurrencies purchased or transferred using the Services, or if you have a dispute with such third party, you should resolve the dispute directly with that third party.

### **6. Staking**

#### **a. Staking Functionality**

For certain Supported Cryptocurrencies, WSII may allow you to opt into staking or delegating of your Crypto Assets, in which case WSII will provide you with the following services (collectively, the “**Staking Functionality**”):

- WSII shall on your behalf arrange to commit your Crypto Assets as a monetary guarantee of the correct and performant operation of one or more validator nodes that validate transactions, add transactions to publicly distributed ledgers and/or maintain and permit access to publicly distributed ledgers (“**Validator Nodes**”); and
- if and as required, WSII may, as your agent, arrange with operators of Validator Nodes (“**Node Operators**”) to operate, on your behalf, Validator Nodes or other similar computing resources.

#### **b. Authorization**

By opting into the Staking Functionality, you expressly authorize and instruct WSII (and if applicable, its Custodians) to take such steps as are reasonable to carry out your instructions to arrange to stake or delegate your Crypto Assets as set out in Subsection 6(a). You acknowledge and agree that, in connection with the Staking Functionality, WSII has sole discretion with respect to the timing of all steps required to carry out your instructions, as well as the selection of Validator Nodes and Node Operators.

#### **c. Lock-up Periods**

You may instruct WSII to arrange to unstake your staked Crypto Assets at any time,

subject to any applicable lock-up, unbonding or cool-down periods that may restrict transfers of your Crypto Assets under the rules of the underlying blockchain protocol (“**Lock-up Periods**”). For certain Crypto Assets, WSII may make commercially reasonable efforts to allow you to remove your staked Crypto Assets from the Staking Functionality prior to the expiry of any Lock-up Period. You acknowledge and agree that WSII is not obligated to do so for all Crypto Assets supported by the Staking Functionality and WSII may, in its discretion, suspend this service and restrict your ability to remove staked Crypto Assets from the Staking Functionality until applicable Lock-up Periods elapse.

#### d. **Staking Rewards**

WSII shall report to you on any staking rewards received by WSII attributable to the guarantee of the correct and performant operation of Validator Nodes through the staking of Crypto Assets (“**Staking Rewards**”) by detailing such Staking Rewards in your Crypto Account. WSII shall promptly distribute any Staking Rewards to you after receipt by WSII by crediting such rewards to your Crypto Account. The applicable percentage and timing of any such distributions will be determined by WSII in accordance with its policies and procedures and are subject to applicable fees and applicable taxes. You acknowledge and agree that:

- neither WSII nor any of the Node Operators represents, promises or guarantees that you will receive any Staking Rewards;
- Node Operators may set a fee or commission that is deducted from any Staking Rewards earned by you and that this fee or commission is subject to change at any time;
- any estimated rate of Staking Rewards provided by WSII for a specific Crypto Asset is an estimate only, not guaranteed and may change at any time;
- you may receive no Staking Rewards whatsoever and any Staking Rewards you may receive are subject to numerous factors, including factors that are outside of the control of WSII and the Node Operators;
- you have no right to Staking Rewards unless and until they are received by WSII; and
- you are solely responsible for any income, sales or other taxes that may be properly payable by you with respect to Staking Rewards or in connection with the Staking Functionality.

#### e. **Staking Penalties**

You acknowledge that some or all of your staked Crypto Assets and/or staking rewards may be slashed, reduced or otherwise lost due to penalties imposed by a blockchain network as a result of a violation of protocol rules by a Validator Node (a “**Staking Penalty**”). Any loss due to a Staking Penalty will be allocated to you in accordance with WSII’s policies and procedures. To the extent a Node Operator provides any



compensation for the Staking Penalty to WSII, WSII will distribute your share of such compensation to you.

#### **f. No Guarantee and Other Limitations**

WSII DOES NOT PROMISE OR GUARANTEE THAT YOU WILL RECEIVE ANY STAKING REWARDS. WSII cannot guarantee uninterrupted or error-free operation of the Staking Functionality or that WSII or the Node Operators will correct all defects or prevent third-party disruptions or unauthorized third party access. In the event of such disruptions, you may not earn Staking Rewards and may be subject to Staking Penalties. WSII may impose limits on your ability to use the Staking Functionality, including without limitation limits on the amount you can stake.

#### **g. Governance and Voting**

For certain Crypto Assets, the underlying protocols offer holders of staked Crypto Assets the ability to vote on matters related to the governance of protocol-level issues. WSII may or may not support voting for such assets, and may cease supporting voting at any time in its discretion. In certain cases, WSII or the Node Operators may vote on your behalf.

#### **h. Relationship with Node Operators**

You acknowledge and agree that Node Operators may pay WSII an amount in connection with WSII's arranging to commit your Crypto Assets as a guarantee of the correct and performant operation of Validator Nodes through staking or delegating them with Node Operators.

### **7. Fees**

#### **a. Trading Fees**

On each executed Order, WSII adds all applicable fees we charge for the transaction, less any discounts or other fee reductions that may apply (collectively, the "**Trading Fees**"), to the price charged by the Liquidity Provider executing your Order. Estimated Trading Fees will be presented to you at the time you place an order to purchase or sell a Cryptocurrency. The actual Trading Fees applicable to your Order may be higher or lower due to fluctuations in the price of the Cryptocurrency.

#### **b. Network Fees**

When transferring Cryptocurrency from your Crypto Account at your instruction, we may charge a fee to pay Network Fees necessary for the transfers to be processed and confirmed by the Cryptocurrency network.

#### **c. Staking Fees**

WSII charges a fee for the Staking Functionality by deducting a percentage of your Staking Rewards as they are earned.

#### d. Fee Schedule

Additional terms governing fees, including account fees, are set out in the WSII Crypto Fee Schedule, which is available on the Firm's website at <https://www.wealthsimple.com/en-ca/legal/fees/crypto>.

### 8. Forks and Airdrops

#### a. Forks

You agree and understand that the underlying protocols of Cryptocurrency networks are subject to changes in operating rules (each a "**Fork**") that may result in more than one version (each, a "**Forked Network**") and we and/or the Custodians holding an identical amount of your purchased Cryptocurrencies associated with each Forked Network. You further agree and understand that Forks may materially affect the value, function, and/or name of your purchased Cryptocurrencies.

In the event of a Fork, you agree and understand that we, in consultation with the Custodians, will determine which Forked Networks to support and that we may temporarily suspend the Services (with or without advance notice to you) until such determination is made. You agree and understand that we and/or the Custodians may choose not to support a Forked Network (each, an "**Unsupported Forked Network**") and that you have no right, claim, or other privilege to any Cryptocurrencies of an Unsupported Forked Network. We will notify you of our and the Custodians' determination with respect to a Fork within a reasonable period of time. You agree and understand that, if you wish to sell Cryptocurrencies related to an Unsupported Forked Network, you must do so prior to the occurrence of any Fork.

#### b. Airdrops

You agree and understand that entities or persons unrelated to WSII may transfer, or attempt to transfer, crypto assets to existing holders of a Cryptocurrency (an "**Airdrop**") and as a result, we and/or the Custodians may hold additional crypto assets transferred as a result of or in connection with an Airdrop ("**Airdropped Assets**").

In the event of an Airdrop, you agree and understand that the Airdropped Assets are not a Supported Cryptocurrency and that we, in consultation with the Custodians, will determine whether to support the Airdropped Assets. You agree and understand that we and/or the Custodians may choose not to support Airdropped Assets and that you have no right, claim or other privilege to any Airdropped Assets. In the event that we and/or the Custodians choose to support Airdropped Assets, we will notify you of the determination.

#### c. Distribution of Assets from Forks or Airdrops

You acknowledge and agree that in the event we, in consultation with the Custodians, elect to support Airdropped Assets or an Unsupported Forked Network and reconcile accounts with you, we may withhold, retain or sell a portion of the Airdropped Assets and Cryptocurrencies of the Unsupported Forked Network to compensate us and the Custodians for the reasonable costs and efforts of doing so.

## 9. Prohibited Uses

In addition to uses prohibited under Section 1.c of the Client Account Agreement, when using the Services, you are prohibited from doing any of the following:

- Using the Crypto Account to conduct fraudulent or otherwise illegal transactions;
- Using or attempting to use another person's Crypto Account;
- Using the Services to take advantage of or profit from any technical glitch, malfunction, failure, delay, default or security breach;
- Impersonating another person;
- Using the Services to carry on a business or for other commercial or business purposes; or
- Using the Services in any manner may cause WSII to breach or contravene any law or any contract with the Custodians, the Liquidity Providers or other Service Providers.

WSII reserves the right to cancel or suspend your Crypto Account, block transactions or freeze your Cryptocurrencies or funds, immediately and without notice if we determine that your Crypto Account is associated with or is or was used in violation of this Agreement or the WSII Client Account Agreement.

## 10. Risk Acknowledgment and Limitation of Liability

### a. Risk Disclosure

You acknowledge receipt of the Wealthsimple Crypto Product Disclosure Statement (the "**Risk Disclosure Statement**"), which is also available on the Firm's Website. You also acknowledge that you have read and understand the Risk Disclosure Statement.

### b. Acknowledgment of Risk

You acknowledge that buying, and selling Cryptocurrencies is risky. You should only purchase Cryptocurrencies if you can afford to lose the entire amount of your purchase. You acknowledge the risk that the value of the Cryptocurrencies could decrease to nil. You acknowledge that we do not control the trading value of Cryptocurrencies. You further acknowledge that there are various risks that may result in the loss or theft of your Cryptocurrency, including without limitation risks disclosed in the Risk Disclosure Statement.

You acknowledge that any income from transactions involving Cryptocurrency could be treated as business income or as a capital gain, depending on the circumstances, including your trading practices. Similarly, if earnings qualify as business income or as a capital gain then any losses may be treated as business losses or capital losses. You acknowledge you are responsible to withhold, collect, report, and remit all applicable taxes to all appropriate tax authorities. You understand that we may be required by law,

including an order of a court or other authority, to disclose your personal information or information about your Crypto Account to tax authorities at any time.

BEFORE BUYING OR SELLING CRYPTOCURRENCIES YOU SHOULD OBTAIN LEGAL AND TAX ADVICE.

#### **c. Security of Passwords and Other Account Credentials**

You acknowledge and agree that you are solely responsible for keeping your Crypto Account login name, password and other login credentials confidential and secure, and you accept full responsibility for monitoring and safeguarding online access to the Crypto Account. You agree never to provide a third party with your Crypto Account login credentials or to allow a third party to access your Crypto Account, including without limitation through remote access or screen-sharing software. You understand and agree that providing a third party with your Crypto Account login credentials or allowing a third party to access your Crypto Account may result in the loss or theft of your funds or Cryptocurrency. You are responsible for updating, maintaining and securing your computer, mobile device or other equipment and we are not liable for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer, mobile device or other equipment, or any phishing, spoofing or other attack. You agree to immediately notify us in writing if you become aware of any loss, theft, or unauthorized use of your login credentials or suspect that there has been unauthorized access to your Crypto Account. You understand and agree that in the event we are notified or suspect there has been unauthorized access to your Crypto Account, we may suspend your Crypto Account or otherwise limit your ability to access some or all of the Services, including buying, selling or transferring Cryptocurrency. You acknowledge and agree that SMS and email services are vulnerable to spoofing and should use care in reviewing messages purporting to originate from WSII.

#### **d. Depositor or Investor Protection Insurance**

You acknowledge that **Cryptocurrencies purchased and/or held in your Crypto Account are not protected by the Canadian Investor Protection Fund, the Canadian Deposit Insurance Corporation or any other investor protection insurance scheme.**

#### **e. Availability of Insurance**

Both WSII and the Custodians maintain insurance in the event that either party may be liable to you in accordance with this Agreement. You acknowledge that there can be no guarantee that insurance coverage maintained by us or by the Custodians will satisfy any and all claims that may be made in the event of a default under this Agreement or other agreements to which WSII and a Custodian may be bound.

#### **f. NO RESPONSIBILITY FOR CRYPTOCURRENCY NETWORKS OR PROTOCOLS**

WE DO NOT OWN OR CONTROL ANY OF THE PROTOCOLS THAT ARE USED IN

CONNECTION WITH CRYPTOCURRENCIES AND THEIR RELATED NETWORKS, INCLUDING THOSE RESULTING FROM A FORKED NETWORK OR AIRDROP. ACCORDINGLY, WE DISCLAIM ALL LIABILITY RELATING TO SUCH PROTOCOLS AND ANY CHANGE IN THE VALUE OF ANY CRYPTOCURRENCIES (WHETHER OF A FORKED NETWORK, AN AIRDROP OR OTHERWISE), AND WE MAKE NO GUARANTEES REGARDING THE SECURITY, FUNCTIONALITY, OR AVAILABILITY OF SUCH PROTOCOLS OR NETWORKS.

#### **g. Limitation of Liability**

You acknowledge and agree that we will only be liable to you for direct damages resulting from any gross negligence or willful misconduct on our part arising directly from our performance and our responsibilities under this Agreement with you. You acknowledge and agree that our affiliates, including without limitation Wealthsimple Technologies Inc. and Wealthsimple Financial Corp., will have no liability to you relating to, in connection with or arising from our performance and our responsibilities under this Agreement with you.

Except in accordance with, and without limiting the generality of, the foregoing, you expressly acknowledge and agree that we will otherwise have no liability or responsibility whatsoever for any direct, indirect, special, punitive or consequential damages or loss however caused, arising out of your use of the Crypto Account, including, but not limited to:

- losses resulting from fraudulent or unauthorized transactions;
- losses related to the installation, use, or maintenance of your personal computer, mobile device, other equipment or software, or caused by any worms, bugs, viruses, trojan horses, date bombs, defects, time bombs, phishing attacks, spoofing attacks or other items of a destructive or malicious nature, whether transmitted to or using the Services or otherwise;
- any third-party claims or losses of any nature, including lost profits, punitive or consequential damages;
- losses related to any errors, mistakes, inaccuracies or omissions in the Services;
- losses relating in any way to, including errors in the reporting of, your taxes;
- losses relating in any way to a variation in an Order including discrepancies between the estimated and actual fees or the estimated and actual Order details including the funds and/or Cryptocurrency required and/or received;
- losses as resulting from scheduled or unscheduled outages or disruptions that delay or prevent Orders or the use of the Services generally;
- losses relating to transfers or attempted transfers to or from your Crypto Account, including without limitation attempted transfers of Unsupported Cryptocurrencies or attempted transfers of Supported Cryptocurrencies on unsupported networks;
- any loss or theft of funds or Cryptocurrency relating to or arising from any loss, theft or unauthorized use of your login credentials or access to your Crypto Account by a third party;
- any loss relating to or arising from the suspension of your Crypto Account, any holds placed on your Crypto Account or any other limitations on your ability to access the Services;

- any losses relating to or arising from fluctuations in the market prices of Cryptocurrencies;
- a Staking Penalty;
- delays or operational factors, errors or omissions when arranging to stake Crypto Assets on your behalf; or
- a Lock-up Period.

## 11. Indemnity and Indebtedness

### a. Indemnity

You agree to indemnify and hold harmless WSII, our affiliates (including without limitation Wealthsimple Technologies Inc. and Wealthsimple Financial Corp.), and their respective directors, officer, employees, agents, representatives, shareholders, successors and permitted assigns against any and all losses, damages, claims and liabilities (including reasonable legal fees) which may arise from your use of the Crypto Account and the Services (collectively the “**Liabilities**” and each a “**Liability**”).

Without limiting the forgoing, this shall include:

- any violation by you of the Agreement, the WSII Client Account Agreement, or any documents and/or additional terms they incorporate;
- any violation by you of a third party right;
- any breach of a representation or warranty made by you to us, either in the Agreement or otherwise;
- any breach by you of applicable laws, regulations, by-laws, rules, policies and customs (collectively, “**Applicable Rules and Regulations**”);
- any claim for damages brought against us by any financial institution, related to your non-compliance with the terms of the Agreement, the WSII Client Account Agreement or any documents and/or additional terms it incorporates;
- any and all expenses incurred by us in connection with exercising any right pursuant to this Subsection 11(a); or
- any indebtedness or other liability to WSII, including any indebtedness to WSII arising from cancelled, rejected or returned deposits.

### b. Payment of Indebtedness

If you incur any indebtedness or other Liability to WSII or fail to comply with any other requirement contained in the Agreement or the WSII Client Account Agreement, then, in addition to any other right or remedy to which WSII is entitled, WSII may at any time and from time to time, without notice or demand to you, unstake, sell or otherwise apply some or all of your funds or Cryptocurrencies in your Crypto Account to eliminate or reduce your indebtedness, as the case may be.

You shall remain liable to WSII for any deficiency remaining following the exercise by us of any or all of our rights and agree that the rights which we are entitled to exercise pursuant to this section are reasonable and necessary for WSII's protection.

## **12. Termination or Suspension**

### **a. Termination or Suspension**

We have the right, in our sole discretion and without notice or liability to you, to modify, suspend or cancel any outstanding transaction and/or modify, suspend or deactivate the Crypto Account for any reason, including if you breach any provision of the Agreement or if we suspect it has been accessed via unauthorized means. You may also terminate the Crypto Account by providing us notice.

### **b. Disposition of Assets**

Your account balance must be zero upon the closing of your Crypto Account for any reason. If there are Cryptocurrencies in the Crypto Account at the time of suspension, termination or deactivation, we may require you to provide us with External Wallet addresses to which we will transfer your Cryptocurrencies and instructions for transferring any funds to you. Certain fees for these transfers may be applied. Alternatively, or in the event that you fail or refuse to provide us with External Wallet addresses for this purpose, we may, in our sole and absolute discretion, liquidate your Cryptocurrencies and tender payment of the proceeds to you by any means of our choice.

## **13. General**

### **a. Forum**

Any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the courts of Toronto, Ontario and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.

### **b. Assignment**

You will not assign the Agreement or your rights or obligations hereunder to any third party without our prior written consent; provided however, that no assignment may relieve you of any of your obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing will be void. We may assign the Agreement or any rights or obligation under the Agreement to any third party without your consent. The Agreement is binding upon and will enure to the benefit of each of the parties, and each of their permitted successors, and permitted assignees.

### **c. Headings**

The headings in the Agreement are for reference only and do not affect the interpretation of the Agreement.

### **d. Severability**

If any term or provision of the Agreement is held to be invalid, illegal or unenforceable,

such invalidity, illegality or unenforceability will only apply to such provision. The validity of the rest of the Agreement will not be affected. The Agreement will continue to be carried out as if such invalid or unenforceable provision were not in the Agreement. If any Applicable Rules and Regulations are enacted, made, amended or otherwise changed with the result that any term or condition of the Agreement is, in whole or in part, invalid, then such term or condition will be deemed to be varied or superseded to the extent necessary to give effect to such Applicable Rules and Regulations.

**e. No Endorsement**

Links on the Firm's website to other websites are for your convenience only. No endorsement of any independent third-party products, services or information is expressed or implied by any information, material or content of or about a third party. Any information, data, opinions, or recommendations provided by independent third parties through links to other websites or otherwise made available are solely those of the independent third party and not of us.

**f. Survival**

The Agreement will survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of the Crypto Account.

**g. Entire Agreement**

The Agreement will be read in conjunction with any other agreements between you and WSII in connection with the Crypto Account, provided that, to the extent necessary, the terms and provisions of the Agreement shall supersede the terms and provisions of all other agreements with WSII, whether or not referred to herein, except that the Agreement in no way limits or restricts any other rights which WSII may have under any other agreement with you.

**h. No Waiver**

No waiver by either party of any of the provisions hereof is effective unless explicitly set forth in writing. No waiver by either party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different nature, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.