Citation: 2022 BCSECCOM 427

Headnote
Application for time-limited relief from certain registration requirements and from prospectus and trade reporting requirements – relief to allow the Filer to distribute Crypto Contracts and operate a platform that facilitates the buying, selling and holding of crypto assets – relief granted subject to certain conditions set out in the decision, including investment limits, disclosure and reporting requirements – relief is time-limited – relief will expire upon two (2) years – relief granted based on the particular facts and circumstances of the application with the objective of fostering innovative businesses in Canada – decision should not be viewed as precedent for other filers.

Applicable Legislative Provisions
Securities Act, R.S.B.C. 1996, c. 418, s. 76 Securities Act, R.S.B.C. 1996, c. 418, s. 187 Securities Act, R.S.B.C. 1996, c. 418, s. 187

In the Matter of the Securities Legislation of Ontario
(the Jurisdiction) and Alberta, British Columbia, Manitoba, New Brunswick,
Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Prince
Edward Island, Québec, Saskatchewan, and Yukon

And

In the Matter of
The Process for Exemptive Relief Applications in Multiple Jurisdictions

And

In the Matter of
Coinsquare Capital Markets Ltd.
(the Filer)

Decision

Background

As set out in Joint CSA/IIROC Staff Notice 21-329 *Guidance for Crypto-Asset Trading Platforms: Compliance with Regulatory Requirements* (**SN 21-329**) and CSA Staff Notice 21-327 *Guidance on the Application of Securities Legislation to Entities Facilitating the Trading of Crypto Assets* (**SN 21-327**), securities legislation applies to crypto asset trading platforms (**CTPs**) that facilitate or propose to facilitate the trading of instruments or contracts involving crypto assets because the user's contractual right to the crypto asset may itself constitute a security and/or a derivative (**Crypto Contract**).

To foster innovation and respond to novel circumstances, the CSA has considered a regulatory framework that would allow CTPs to operate within a regulated environment, with regulatory requirements tailored to the CTP's operations. The overall goal of the regulatory framework is to ensure there is a balance between the need to be flexible and to facilitate innovation in the Canadian capital markets, while upholding the regulatory mandate of promoting investor protection and fair and efficient capital markets.

The Filer operates a proprietary and fully automated CTP (the **Platform**) that enables clients to enter into Crypto Contracts with the Filer to buy, sell deposit and withdraw crypto assets such as Bitcoin, Ether and anything commonly considered to be a crypto asset, digital or virtual currency, or digital or virtual token, that are not themselves securities or derivatives (each a **Crypto Asset,** collectively the **Crypto Assets**). The Filer filed an application to be registered in the category of investment dealer and approved as a dealer and marketplace member with the Investment Industry Regulatory Organization of Canada (**IIROC**) and for

approval to operate an alternative trading system as a registered investment dealer. Concurrently, the Filer filed an application to be exempted from certain requirements under applicable securities legislation. This Decision has been tailored for the specific facts and circumstances of the Filer, and the securities regulatory authority or regulator in the Applicable Jurisdictions (as defined below) will not consider this Decision as constituting a precedent for other filers.

Relief Requested

The securities regulatory authority or regulator in the Jurisdiction has received an application from the Filer (the **Passport Application**) for a decision under the securities legislation of the Jurisdiction (the **Legislation**) exempting the Filer from the prospectus requirement under the Legislation in respect of the Filer entering into Crypto Contracts with clients to purchase, hold and sell Crypto Assets (the **Prospectus Relief**).

The securities regulatory authority or regulator in the Jurisdiction and each of the other jurisdictions where required (the **Coordinated Review Decision Makers**) have received an application from the Filer (collectively with the Passport Application, the **Application**) for a decision under the securities legislation of those jurisdictions exempting the Filer from:

(a) certain reporting requirements under the Local Trade Reporting Rules (as defined in Appendix A) (the **Trade Reporting Relief**); and

(b) except in British Columbia, New Brunswick, Nova Scotia and Saskatchewan, relief from the following marketplace requirements:

    a. s. 6.3 of National Instrument 21-101 *Marketplace Operation* (**NI 21-101**), which prohibits an alternative trading system (**ATS**) from trading securities other than "exchange-traded securities", "corporate debt securities", "government debt securities" and "foreign exchange-traded securities" as those terms are defined in NI 21-101;

    b. s. 6.7 of NI 21-101, which requires an ATS to notify the securities regulatory authority in writing if the total dollar trading value or volume on the ATS exceeds thresholds set out in s. 6.7;

    c. s. 12.3(1)(a) of NI 21-101, which requires an ATS to make available all technology requirements regarding interfacing with or accessing the marketplace prior to commencing operations; and

    d. s. 13.1 of NI 21-101, which requires trades on a marketplace to be reported to and settled through a clearing agency, (the **Marketplace Relief**, and together with the Prospectus Relief and the Trade Reporting Relief, the **Requested Relief**).

Under the Process for Exemptive Relief Applications in Multiple Jurisdictions (for a hybrid application):

(a) the Ontario Securities Commission is the principal regulator for the Application (the **Principal Regulator**),

(b) in respect of the Prospectus Relief, the Filer has provided notice that, in the jurisdictions where required, subsection 4.7(1) of Multilateral Instrument 11-102 *Passport System* (**MI 11-102**) is intended to be relied upon in each of the other provinces and territories of Canada (the **Non-Principal Jurisdictions**, and, together with the Jurisdiction, the **Applicable Jurisdictions**), and

(c) the decision in respect of the Trade Reporting Relief and the Marketplace Relief is the decision of the Principal Regulator and evidences the decision of each Coordinated Review Decision Maker.

Interpretation

For the purposes of this Decision:

(a) "Accredited Crypto Investor" means

    (i)   an individual

        A.   who, alone or with a spouse, beneficially owns financial assets (as defined in section 1.1 of National Instrument 45-106 *Prospectus Exemptions* (**NI 45-106**)) and crypto assets, if not included in financial assets, having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds $1,000,000,

        B.   whose net income before taxes exceeded $200,000 in each of the 2 most recent calendar years and who reasonably expects to exceed that net income level in the current calendar year,

        C.   whose net income before taxes combined with that of a spouse exceeded $300,000 in each of the 2 most recent calendar years and who reasonably expects to exceed that net income level in the current calendar year, or

        D.   who, alone or with a spouse, beneficially owns net assets of at least $5,000,000,

    (ii)   a person or company described in paragraphs (a) to (i) of the definition of "accredited investor" as defined in subsection 73.3(1) of the Act or section 1.1 of NI 45-106, or

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

(b) "Act" means the *Securities Act* (Ontario).

(c) "Apps" means iOS and Android applications that provide access to the Platform.

(d) **"**Crypto Asset Statement" means the statement described in paragraphs 27(c)(v) and 34.

(e) "Eligible Crypto Investor" means

    (i)   a person whose

        A.   net assets, alone or with a spouse, in the case of an individual, exceed $400,000,

        B.   net income before taxes exceeded $75,000 in each of the 2 most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, or

        C.   net income before taxes, alone or with a spouse, in the case of an individual, exceeded $125,000 in each of the 2 most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, or

    (ii)   an Accredited Crypto Investor.

(f) "IOSCO" means the International Organization of Securities Commissions.

(g) "Risk Statement" means the statement of risks described in paragraph 27(c).

(h) "Specified Crypto Asset" means the crypto assets, digital or virtual currencies, and digital or virtual tokens listed in Appendix B to this Decision.

(i) "Specified Foreign Jurisdiction" means any of the following: Australia, Brazil, any member country of the European Union, Hong Kong, Japan, the Republic of Korea, New Zealand, Singapore, Switzerland, the United Kingdom of Great Britain and Northern Ireland and the United States of America.

(j) "Website" means the website www.coinsquare.com or such other website as may be used to host the Platform from time to time.

Terms defined in National Instrument 14-101 *Definitions* and MI 11-102 have the same meaning if used in this Decision, unless otherwise defined.

Representations

This decision (the **Decision**) is based on the following facts represented by the Filer:

The Filer

1. The Filer is a corporation incorporated under the federal laws of Canada with its principal office in Toronto, Ontario.

2. The Filer is registered as a money services business under regulations made under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

3. The Filer does not have any securities listed or quoted on an exchange or marketplace in any jurisdiction inside or outside of Canada.

4. The Filer has applied to be a registered dealer in the category of investment dealer and a member of IIROC.

5. The Filer's books and records, financial controls and compliance systems (including its policies and procedures) are in compliance with IIROC requirements.

6. The Filer's personnel consist, and will consist, of software engineers, compliance professionals and finance professionals who have experience operating in a regulated financial services environment and expertise in blockchain technology. All of the Filer's key personnel have passed, and new personnel will have passed, criminal records and credit checks.

7. The Filer is not in default of securities legislation of any jurisdictions of Canada. Prior to the Filer's registration as an investment dealer, the Filer's affiliate Coinsquare Ltd. operated the Platform. Coinsquare Ltd. entered into a settlement agreement with the Principal Regulator on July 16, 2020.

Coinsquare's Business

8. The Filer operates the Platform under the business name of "Coinsquare".

9. The Platform uses a proprietary and fully automated, internet-based system that enables clients to buy, sell, deposit and withdraw Crypto Assets through the Filer.

10. The Filer's role under the Crypto Contract is to buy and sell Crypto Assets and to provide custodial services for all Crypto Assets held in accounts on the Platform.

11. To use the Platform, each client must open an account (**Client Account**) using the Filer's Website or a mobile application. Client Accounts are governed by a user agreement (**Client Account Agreement**) that is accepted by clients at the time of account opening. The Client Account Agreement governs all activities in Client Accounts, including with respect to all Crypto Assets purchased on, or transferred to, the Platform (**Client Assets**). While clients are entitled to transfer Client Assets out of their Client Accounts immediately after purchase, many clients choose to leave their Client Assets in their Client Accounts.

12. Under the Client Account Agreement, the Filer maintains certain controls over Client Accounts to ensure compliance with applicable law and with the by-laws, rules, regulations and policies of IIROC (**IIROC Rules**), and to provide secure custody of their Client Accounts.

13. The Filer enters into Crypto Contracts with clients to facilitate trading in Crypto Assets which is consistent with activities described in SN 21-327 and constitutes the trading of securities and/or derivatives.

14. The Filer responds as principal to client requests for quotes on Crypto Assets. The Filer also displays client orders for Crypto Assets and its own orders as principal on its marketplace platform (the **Marketplace Platform**)[1], as described under "Platform Operations".

15. The Filer provides order execution only (**OEO**) account services as an IIROC dealer under IIROC rules.

16. The Filer does not have any authority to act on a discretionary basis on behalf of clients and will not offer or provide discretionary investment management services relating to Crypto Assets.

17. The Filer will be a member firm of the Canadian Investor Protection Fund (**CIPF**) but the Crypto Assets in the Filer's custody will not qualify for CIPF coverage. The Risk Statement will include disclosure that there will be no CIPF coverage for the Crypto Assets and clients must acknowledge that they have read and understood the Risk Statement before opening a Client Account with the Filer.

Crypto Assets Made Available through the Platform

18. The Filer has established and applies policies and procedures to review Crypto Assets and to determine whether to allow clients on its Platform to enter into Crypto Contracts to buy, sell or hold the Crypto Asset on its Platform. Such review includes, but is not limited to, publicly available information concerning:

   (a) the creation, governance, usage and design of the Crypto Asset, including the source code, security and roadmap for growth in the developer community and, if applicable, the background of the developer(s) that created the Crypto Asset**;**

   (b) the supply, demand, maturity, utility and liquidity of the Crypto Asset;

   (c) material technical risks associated with the Crypto Asset, including any code defects, security breaches and other threats concerning the Crypto Asset and its supporting blockchain (such as the susceptibility to hacking and impact of forking), or the practices and protocols that apply to them; and

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[1] CCML's Marketplace Platform constitutes and will be regulated as an alternative trading system (**ATS**) in all jurisdictions except British Columbia, Saskatchewan, Nova Scotia and New Brunswick where it constitutes an exchange and will be regulated as an exempt exchange.

(d) legal and regulatory risks associated with the Crypto Asset, including any pending, potential, or prior civil, regulatory, criminal, or enforcement action relating to the issuance, distribution, or use of the Crypto Asset.

19. The Filer only offers and only allows clients to enter into Crypto Contracts to buy, sell and hold Crypto Assets that are not each themselves a security and/or a derivative.

20. The Filer is not engaged, and will not engage, in trades that are part of, or designed to facilitate, the creation, issuance or distribution of Crypto Assets by the developer(s) of the Crypto Asset or affiliates or associates of such persons.

21. The Filer has established and applies policies and procedures to determine whether a Crypto Asset available to be bought or sold through a Crypto Contract is a security and/or derivative and is being offered in compliance with securities and derivatives laws, which include but are not limited to:

(a) consideration of statements made by any regulators or securities regulatory authorities in Canada, other regulators in IOSCO-member jurisdictions, or the regulator with the most significant connection to a Crypto Asset about whether the Crypto Asset, or generally about whether the type of Crypto Asset, is a security and/or derivative; and

(b) if the Filer determines it to be necessary, obtaining legal advice as to whether the Crypto Asset is a security and/or derivative under securities legislation of Canadian jurisdictions.

22. The Filer monitors through media and other sources ongoing developments related to the Crypto Assets available on its Platform that may cause a Crypto Asset's status as a security and/or derivative or the assessment conducted by the Filer described in paragraphs 18-21 to change.

23. The Filer acknowledges that any determination made by the Filer does not prejudice the ability of any of the regulators or securities regulatory authorities of any province or territory of Canada to determine that a Crypto Asset that a client may enter into a Crypto Contract to buy and sell is a security and/or derivative.

24. The Filer has established and applies policies and procedures to promptly stop the trading of any Crypto Asset available on its Platform and to allow clients to liquidate their positions in Crypto Contracts with underlying Crypto Assets that the Filer ceases to make available on its Platform.

Account Opening

25. Subject to the Filer determining that it is appropriate for a Client Account to be opened, the Platform will be available to any individual who is resident in Canada, who has reached the age of majority in the jurisdiction in which they are resident, and who has the legal capacity to open a securities brokerage account and to any company located in Canada. The Filer also conducts know-your-client information which satisfies the identity verification requirements applicable to reporting entities under Canadian anti-money laundering and anti-terrorist financing laws and IIROC requirements.

26. Clients of the Filer can access the Platform through its Website and on its Apps.

27. As part of the account opening process:

(a) In addition to the account opening assessment required under IIROC guidance for dealer members offering OEO account services, the Filer assesses "account appropriateness." Specifically, the Filer collects know-your-client (**KYC**) information and will, prior to opening a Client Account, use electronic questionnaires to collect

information that the Filer will use to determine whether it is appropriate for a prospective client to enter into Crypto Contracts with the Filer to buy and sell Crypto Assets. The account appropriateness assessment conducted by the Filer considers the following factors:

    (i)   the client's experience and knowledge in investing in crypto assets;

    (ii)   the client's financial assets and income;

    (iii)   the client's risk and loss tolerance; and

    (iv)   the Crypto Assets approved to be made available to a client by entering into Crypto Contracts on the Filer's Platform.

After completion of the account-level appropriateness assessment, a prospective client receives electronically appropriate messaging about using the Platform to enter into Crypto Contracts, which, in circumstances where the Filer has evaluated that entering into Crypto Contracts with the Filer is not appropriate for the client, will include prominent messaging to the client that this is the case and that the client will not be permitted to open a Client Account with the Filer.

(b) the Filer has adopted and will apply policies and procedures to conduct an assessment to establish appropriate limits on the losses that a client that is not a permitted client (as defined in NI 31-103) can incur, what limits will apply to such client based on the information collected in (a) above (**Client Limit**), and what steps the Filer will take when the client approaches or exceeds their Client Limit. After completion of the assessment, the Filer will implement controls to monitor and apply the Client Limit.

(c) The Filer will provide a prospective client with a separate Risk Statement that clearly explains the following in plain language:

    (i)   the Crypto Contracts;

    (ii)   the risks associated with the Crypto Contracts;

    (iii)   a prominent statement that no securities regulatory authority has expressed an opinion about any of the Crypto Contracts or any of the Crypto Assets made available through the Platform, including an opinion that the Crypto Assets are not themselves securities and/or derivatives;

    (iv)   the due diligence performed by the Filer before making a Crypto Asset available through the Platform, including the due diligence performed by the Filer to assess whether the Crypto Asset is a security and/or derivative under the securities legislation of each of the jurisdictions of Canada and the securities and derivatives laws of the foreign jurisdiction with which the Crypto Asset has the most significant connection, and the risks if the Filer has incorrectly determined that the Crypto Asset is not a security and/or derivative;

    (v)   that the Filer has prepared a plain language description of each Crypto Asset made available through the Platform, with instructions as to where on the Platform the client may obtain the descriptions (each, a **Crypto Asset Statement**);

    (vi)   the Filer's policies for halting, suspending and withdrawing a Crypto Asset from trading on the Platform, including criteria that would be considered by

the Filer, options available to clients holding such a Crypto Asset, any notification periods and any risks to clients;

(vii) the location and manner in which Crypto Assets are held for the client, and the risks and benefits to the client of the Crypto Assets being held in that manner;

(viii) the manner in which the Crypto Assets are accessible by the Filer, and the risks and benefits to the client arising from the Filer having access to the Crypto Assets in that manner;

(ix) that the Filer is a member of CIPF but the Crypto Assets held by the Filer (directly or indirectly through third parties) will not qualify for CIPF protection; and

(x) a statement that the statutory rights in section 130.1 of the Act, and, if applicable, similar statutory rights under securities legislation of other Applicable Jurisdictions, do not apply in respect of the Risk Statement or a Crypto Asset Statement to the extent a Crypto Contract is distributed under the Prospectus Relief in this Decision; and

(xi) the date on which the information was last updated.

28. The Filer will require clients to agree to the Platform's access requirements which will be available on the Website and will include the following:

(a) trading hours of the Platform;

(b) procedures for funding purchases and withdrawing funds from the Platform;

(c) the fees charged to a client on the Platform;

(d) requirement that the client must comply with any restrictions on use of the Platform, including complying with trading requirements applicable to IIROC members such as IIROC's Universal Market Integrity Rules and all applicable laws;

(e) the possible consequences of any unauthorized use or non-compliance; and

(f) the Filer's conflict of interest policies and procedures.

29. In order for a prospective client to open and operate a Client Account with the Filer, the Filer will obtain an electronic acknowledgement from the prospective client confirming that the prospective client has received, read and understood the Risk Statement. Such acknowledgement will be prominent and separate from other acknowledgements provided by the prospective client as part of the account opening process.

30. A copy of the Risk Statement acknowledged by a client will be made available to the client in the same place as the client's other statements on the Platform.

31. The Filer has policies and procedures for updating the Risk Statement and each Crypto Asset Statement to reflect any material changes to the disclosure or include any material risks that may develop with respect to the Crypto Contracts, crypto assets generally, or a specific Crypto Asset, as the case may be. In the event the Risk Statement is updated, existing clients of the Filer will be promptly notified of the update and provided with a copy of the updated Risk Statement. In the event a Crypto Asset Statement is updated, existing clients of the Filer will be promptly notified through website and mobile app disclosures, with links to the updated Crypto Asset Statement.

32. For clients with pre-existing Client Accounts with the Filer at the time of this Decision, the Filer will do the following at the earlier of (a) the next time they log in to their account with the Filer and (b) before placing their next trade or deposit of Crypto Assets on the Platform:

   (i)   confirm prior KYC information on file,

   (ii) assesses the "account appropriateness" for the client;

   (iii) establish the Client Limit for the client; and

   (iv) deliver to the client the Risk Statement and require the client to provide electronic acknowledgement of having received, read and understood the Risk Statement. The Risk Statement will be prominent and separate from other disclosures given to the client at that time, and the acknowledgement will be separate from other acknowledgements by the client at that time.

33. Before a client enters into a Crypto Contract to buy a Crypto Asset, the Filer will provide instructions for the client to read the Crypto Asset Statement for the Crypto Asset, which will include a link to the Crypto Asset Statement on the Website or Apps.

34. Each Crypto Asset Statement will include:

   (a) a prominent statement that no securities regulatory authority in Canada has expressed an opinion about the Crypto Contracts or any of the Crypto Assets made available through the Platform, including an opinion that the Crypto Assets are not themselves securities and/or derivatives,

   (b) a description of the Crypto Asset, including the background of the developer(s) that created the Crypto Asset, if applicable,

   (c) a description of the due diligence performed by the Filer with respect to the Crypto Asset,

   (d) any risks specific to the Crypto Asset,

   (e) a direction to the client to review the Risk Statement for additional discussion of general risks associated with the Crypto Contracts and Crypto Assets made available through the Platform,

   (f) a statement that the statutory rights in section 130.1 of the Act, and, if applicable, similar statutory rights under securities legislation of other Applicable Jurisdictions, do not apply in respect of the Crypto Asset Statement to the extent a Crypto Contract is distributed under the Prospectus Relief in this Decision, and

   (g) the date on which the information was last updated.

35. In addition to any monitoring required by IIROC, the Filer monitors and will continue to monitor Client Accounts after opening to identify activity inconsistent with the client's account and Crypto Asset assessment. If warranted, the client may receive further messaging about the Platform and the Crypto Assets, specific risk warnings and/or receive direct outreach from the Filer about their activity. The Filer monitors compliance with the Client Limits established in representation 27(b).

36. The Filer will also periodically prepare and make available to its clients, educational materials and other informational updates about trading on the Platform and the ongoing development of Crypto Assets and Crypto Asset trading markets.

Platform Operations

37. Clients can enter orders on the Platform in one of two ways:

    (a) CS Trade (formerly known as "Quick Trade") is a "Request For Quote" (**RFQ**) system that allows a client to enter a market order with the specified trading pair and quantity after receiving a quote that provides indicative trading terms.

    (b) CS Pro (formerly known as "Advanced Trade") allows a client to interface with a displayed, two-sided order book (the **Order Book**) , as further described below, under "The Marketplace Platform", for the purpose of executing limit orders in the Order Book.

38. In respect of CS Trade, the Filer is a counterparty to each trade. The Filer trades and then hedges its inventory risk by trading in other markets through multiple global crypto asset trading firms or marketplaces (**Liquidity Providers**). The Filer is compensated by a "spread" that is added to the best observed price at which it can buy the Crypto Asset through its Liquidity Providers or subtracted from the best observed price at which it can sell the Crypto Asset through its Liquidity Providers. The "spread" is disclosed on the Platform. After an order has been initiated by a client, the Filer will present this adjusted price to the client as a price quote at which the Filer is willing to transact with the client, absent unusual market conditions or technological problems. The quote will include a target range within which the spread is anticipated to fall. If the client finds the price agreeable, the client will accept the price and agree to the trade.

39. The Filer also offers OTC dealer-facilitated trading services. The OTC services are used by institutional and high-net-worth clients to execute orders that are generally larger than CS Trade orders and provide more personalized execution assistance and greater access to liquidity through designated representatives of the Filer. In respect of its OTC business, the Filer will be the counterparty to each buy or sell transaction initiated by a client.

40. In respect of CS Pro, client orders are matched in the Order Book with other client orders, the Filer's principal orders (which are also displayed in the Order Book as resting orders), or orders placed by other marketplace subscribers. Marketplace subscribers will consist of the Filer, other IIROC Dealer Members and approved large institutional buy-side firms (the **Subscribers**). Relying on aggregated external pricing data from Liquidity Providers, the Filer enters orders in the Order Book in order to provide liquidity around the prevailing market trading price. The Filer's orders are handled in the same manner as client orders entered on the Platform with no preference given or advantage to the handling of the Filer's orders and no advance knowledge of the client orders in the Order Book.

41. All fees, including the Filer's spread when acting as principal and transaction fees as applicable are clearly disclosed and clients can verify pricing for Crypto Assets on the Platform against publicly available pricing information on other CTPs.

42. The Filer establishes, maintains and ensures compliance with policies and procedures that identify and manage conflicts of interest arising from the operation of the Platform and its related services, including conflicts between the interests of its owners, its commercial interests and the responsibilities and sound functioning of the Platform and related services.

43. The Filer's policies and procedures to identify and manage conflicts of interest address those that arise from the trading activities of the Filer as principal on the Platform, as described above. The Filer believes that potential conflicts of interest arising from the operation of the Platform are adequately addressed through appropriate disclosure and the controls implemented within the operational model of the Platform.

44. The Filer periodically evaluates the price obtained from its Liquidity Providers against appropriate benchmarks relating to Crypto Assets to confirm that in using its Liquidity Providers it is providing fair and reasonable pricing to its clients. If the Filer concludes from its review that it is not providing fair and reasonable pricing to its clients, it will take steps to address this.

45. The Filer has taken or will take reasonable steps to verify that each Liquidity Provider is appropriately registered and/or licensed to trade in the Crypto Assets in their home jurisdiction, or that their activities do not require registration in their home jurisdiction, and that they are not in default of securities legislation in the Applicable Jurisdictions.

46. In the absence of unpredicted technological issues or unusual market conditions, all Crypto Contracts entered into by clients to buy, sell and hold Crypto Assets will be placed with the Filer through the Apps or its Website. Clients will be able to submit buy and sell orders, either in units of the applicable Crypto Asset or in fiat currency, 24 hours a day, 7 days a week. Clients will be able to deposit and withdraw Crypto Assets and fiat currency, 24 hours a day, 7 days a week (or where applicable, for fiat currency during banking hours).

Pre-trade Controls and Settlement

47. Clients will be permitted to transfer into their Client Account with the Filer, Crypto Assets they obtained outside the Platform or, subject to paying applicable withdrawal fees and satisfying applicable minimum withdrawal size requirements in effect from time to time, withdraw from their Client Account with the Filer, Crypto Assets they have purchased pursuant to their Crypto Contracts with the Filer or deposited with the Filer. Crypto Assets deposited with the Filer will be promptly delivered by the Filer to the Filer's custodian to be held in trust for the benefit of the client. Upon request by a client, the Filer will promptly deliver possession and/or control of the Crypto Assets purchased under a Crypto Contract to a blockchain address specified by the client, subject to first satisfying all applicable legal and regulatory requirements, including anti-money laundering requirements. No quote or order will be accepted unless there are sufficient assets available in the Client Account to complete the trade.

48. The Filer does not allow clients to enter into a Crypto Contract to buy and sell Crypto Assets unless the Filer has taken steps:

    (a) to review the Crypto Asset, including the information specified in paragraph 18**,**

    (b) to approve the Crypto Asset, and Crypto Contracts to buy and sell such Crypto Asset, to be made available to clients,

    (c) as set out in paragraph 22, to monitor the Crypto Asset for significant changes and review its approval under (b) where a significant change occurs.

49. A Crypto Contract is a bilateral contract between a client and the Filer. Each transaction a client undertakes through the RFQ process using CS Trade, and the matching of orders through CS Pro on the Marketplace Platform, results in an agreement between the persons or companies that entered the orders but is a bilateral Crypto Contract between the client and the Filer for the purposes of settlement.

50. The Filer's internal ledger records all of the transactions executed on the Platform. No order will be accepted by the Filer unless there are sufficient assets available in the Client Account to fund the trade. When client orders are executed through the Platform, the internal ledger is updated. All Crypto Contracts are settled directly between the Filer and each of the buyers and sellers when the matching takes place on the Platform with respect to CS Pro orders since the Filer has verified that assets are available prior to order entry.

51. The Filer does not, and, will not (except in accordance with IIROC rules and with the prior written consent of IIROC) extend margin, credit or other forms of leverage to clients in connection with trading Crypto Assets on the Platform, and will not offer derivatives based on Crypto Assets to clients other than Crypto Contracts.

52. The Filer will promptly, and no later than two business days after the trade, settle transactions with the Liquidity Providers on a net basis. The Filer's electronic settlement ledger will compare all transactions between clients and show net settlement day obligations of one client to another. Where there are net purchases of Crypto Assets, the Filer will arrange for cash to be transferred to the Liquidity Provider and Crypto Assets to be sent by the Liquidity Provider to the Filer. Where there are net sales of Crypto Assets, the Filer will arrange for Crypto Assets to be sent from the Filer to the Liquidity Provider in exchange for cash received by the Filer from the Liquidity Provider. Defaults in settlement are avoided by building into each trading work flow a step to make sure that adequate Client Assets are present to effect the trade.

53. Clients will receive electronic trade confirmations and monthly statements setting out the details of the transaction history in their Client Account with the Filer in compliance with IIROC Rules. Clients will also be able to view their transaction history and account balances in real time by accessing their Client Account with the Filer.

54. The Filer has expertise in and has developed anti-fraud and anti-money-laundering monitoring systems, for both fiat and Crypto Assets, to reduce the likelihood of fraud, money laundering, or client error in sending or receiving Crypto Assets to incorrect wallet addresses.

The Marketplace Platform

55. The Filer, as an IIROC Marketplace Member, will provide the Marketplace Platform to bring together buyers and sellers of digital assets using established, non-discretionary methods under which orders interact with each other, and the buyers and sellers agree to the terms of the trade. In some jurisdictions the Marketplace Platform constitutes an ATS under applicable securities legislation while in other jurisdictions it constitutes an exchange under applicable securities legislation and will be regulated as an exempt exchange.

56. The sole initial Subscriber to the Marketplace Platform will be the Filer, and the Filer will provide clients who are accessing the Platform through CS Pro with access to the Marketplace Platform, subject to appropriate risk management and pre-trade controls.

57. The Marketplace Platform will provide a two-sided, electronic auction market with a visible central limit order book that matches buy and sell orders at "top of book" in strict price/time priority. The Marketplace Platform will not support market orders, contingent orders, dark orders, or indications of interest. At launch, the Marketplace Platform will not support short sale orders.

58. The Marketplace Platform will offer an application programming interface (API) for Subscribers and/or market data vendors to retrieve depth-of-book order data and data on completed trades.

59. The following designations or markers will be applied to orders, as appropriate: trading participant number, marketplace number, account type: Order-Execution-Only Client / Non-Client / Principal; client Identifier (i.e., Legal Entity Identifier or client account number, as applicable) and time in force: GTC (good till cancelled / FOK (fill or kill) / IOC (immediate execution or cancel).

60. The Filer, charges a transaction fee for every trade on the Marketplace Platform using a maker/taker fee model which is disclosed on the Website.

Custody of Crypto Assets and Cash

61. The Filer has established and will maintain and apply policies and procedures that manage and mitigate custodial risks, including an effective syste of controls and supervision to safeguard Crypto Assets. The Filer will maintain its own hot wallets to hold limited amounts of Crypto Assets that will be used to facilitate client deposit and withdrawal requests. Crypto Assets held in the Filer's hot wallets are Filer assets not Client Assets. All Client Assets will be held in cold storage with third party custodians, Coinbase Custody Trust Company, LLC (**Coinbase**), and Crypto Assets not supported by Coinbase will be held in cold storage by Tetra Trust Company (**Tetra**). Tetra and Coinbase are referred to herein collectively as the **Custodians**. When a client makes a withdrawal from the Platform, the Filer transfers its own assets to the client, so clients generally do not need to wait for the withdrawals from cold storage from the Custodians.

62. Coinbase is a licensed digital asset exchange and a New York trust company regulated by the New York State Department of Financial Services. Coinbase is a "qualified custodian" for purposes of NI 31-103 and has completed a Service Organization Controls (**SOC**) 2 Type 2 examination. The Filer has conducted due diligence on Coinbase, including a review of the SOC 2 Type 2 examination report, and has not identified any material concerns. Tetra is a licensed Alberta trust company regulated by the Alberta Treasury Board and Finance. Tetra is a "qualified custodian" for purposes of NI 31-103 and has completed a SOC 2 Type 1 examination and a SOC 2 Type 2 examination. Tetra's security technology provider has completed a SOC 2 Type 2 examination. The Filer has conducted due diligence on Tetra, including a review of its SOC 2 Type 2 examination report and its security technology provider's SOC 2 Type 2 examination report, and has not identified any material concerns. Any withdrawal from the Custodians requires an approval from multiple Filer representatives and withdrawals can only be made to approved addresses.

63. The Custodians will operate a custody account for the Filer to use for the purpose of holding all of the Client Assets in trust for clients of the Filer. The Filer is not permitted to pledge, re-hypothecate or otherwise use any Crypto Assets owned by its clients.

64. Those Crypto Assets that the Custodians hold in trust for clients of the Filer will be held in a segregated omnibus account in the name of the Filer and separate and distinct from the assets of the Filer, the Filer's affiliates, and the Custodians' other clients.

65. The Custodians have established and apply policies and procedures that manage and mitigate the custodial risks, including, but not limited to, an effective system of controls and supervision to safeguard the Crypto Assets for which it acts as custodian and to mitigate security breaches and cyber incidents. The Custodians have established and apply written disaster recovery and business continuity plans.

66. The Filer has assessed the risks and benefits of using Coinbase and has determined that in comparison to a Canadian custodian (as that term is defined in NI 31-103), it is more prudent and beneficial to use Coinbase, a U.S. custodian, to hold the Client Assets Coinbase supports than using a Canadian custodian. The Filer has determined to use Tetra as a custodial service provider for the coins not supported by Coinbase but also considers it prudent to maintain relationships with more than one custodian so that it can also provide back-up custodial services in appropriate circumstances for coins supported by the Filer.

67. Coinbase currently maintains $320 million *in specie* coverage for digital assets, including the Crypto Assets owned by clients of the Filer, held in Coinbase's cold storage system.

68. Tetra's security technology provider currently maintains $150 million *in specie* coverage for digital assets, including the Crypto Assets owned by clients of the Filer, held in Tetra's cold storage system. Tetra also maintains a $2 million dedicated limit to the Filer of *in specie* coverage for Crypto Assets owned by clients of the Filer.

69. The Filer is proficient and experienced in holding Crypto Assets and has established and applied policies and procedures that manage and mitigate custodial risks, including, but not limited to, an effective system of controls and supervision to safeguard the Crypto Assets. The Filer also maintains appropriate policies and procedures related to information technology security, cyber-resilience, disaster recovery capabilities, and business continuity plans.

70. The third-party insurance obtained by the Filer includes coverage for the Crypto Assets held by the Filer through the Custodians in cold storage in the event of loss or theft in accordance with the terms of the insurance policy in question. The Filer confirms once daily that Client Assets held with the Custodians in cold storage match client liabilities on the Filer's books and records.

Marketplace and Clearing Agency

71. The Filer will operate a "marketplace" as that term is defined in National Instrument 21-101 *Marketplace Operation* and in Ontario, subsection 1(1) of the Act.

72. Marketplace Relief is necessary because NI 21-101 was not drafted for crypto asset marketplace platforms, and certain requirements are not applicable in this context. The regulators have recognized, in SN 21-329, that the existing requirements of securities legislation may be tailored through terms and conditions and through discretionary exemptive relief, which allows CTPs to operate with appropriate regulatory oversight.

73. The terms and conditions attached to this Decision, as well as the Filer's requirements as a dealer and marketplace member of IIROC, provide appropriate investor protection safeguards. The Marketplace Relief is limited and reflects the balance between needing to be flexible in order to foster innovation in the Canadian capital markets and promoting investor protection and fair and efficient capital markets.

74. In Ontario, the Filer will not operate a "clearing agency" or a "clearing house" as the terms are defined or referred to in securities or commodities futures legislation.

Decision

The Principal Regulator is satisfied that the Decision satisfies the test set out in the Legislation for the Principal Regulator to make the Decision and each Coordinated Review Decision Maker is satisfied that the Decision in respect of the Trade Reporting Relief and the Marketplace Relief, as applicable, satisfies the tests set out in the securities legislation of its jurisdiction for the Coordinated Review Decision Maker to make the Decision in respect of the Trade Reporting Relief and the Marketplace Relief, as applicable.

The Decision of the Principal Regulator under the Legislation is that the Requested Relief is granted, and the Decision of each Coordinated Review Decision Maker under the securities legislation in its jurisdiction is that the Trade Reporting Relief and the Marketplace Relief, as applicable, is granted, provided that:

(a) The Filer is registered as an investment dealer in the Jurisdiction and the jurisdiction in which the client is resident and is a member of IIROC.

(b) The Filer will only engage in the business of trading Crypto Contracts in relation to Crypto Assets, and performing its obligations under those contracts and will not offer derivatives based on Crypto Assets other than Crypto Contracts. The Filer will seek the appropriate approvals from IIROC and/or the Principal Regulator and, if required under securities legislation, the regulator or securities regulatory authority of any other Applicable Jurisdiction, prior to undertaking any other activity governed by securities legislation.

(c) Unless the Filer has obtained the prior written approval of the Principal Regulator to hold a different percentage, at all times, the Filer will hold not less than 80% of the total value of all Crypto Assets

held on behalf of clients with a custodian that meets the definition of a "qualified custodian" under NI 31-103, with a custodian that is an "acceptable securities location" as defined in IIROC Rules, or with a custodian that IIROC has granted relief from the "acceptable securities location" requirement.

(d) Before the Filer holds Crypto Assets with a custodian referred to in condition (c), the Filer will take reasonable steps to verify that the custodian:

   (i) has appropriate insurance to cover the loss of Crypto Assets held at the custodian;

   (ii) has established and applies written policies and procedures that manage and mitigate the custodial risks, including, but not limited to, an effective system of controls and supervision to safeguard the Crypto Assets for which it acts as custodian; and

   (iii) has obtained a SOC 2 Type 2 report within the last 12 months, unless the Filer has obtained the prior written approval of the Principal Regulator to alternatively verify that the custodian has obtained a SOC 1 Type 1 or Type 2 report or a SOC 2 Type 1 report within the last 12 months.

(e) The Filer will promptly notify the Principal Regulator if the Alberta Ministry of Treasury Board and Finance, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, the Financial Industry Regulatory Authority, the National Futures Association, the South Dakota Division of Banking or the New York State Department of Financial Services, makes a determination that the Filer's custodian is not permitted by that regulatory authority to hold client Crypto Assets.

(f) The Filer will promptly notify the Principal Regulator if the Alberta Ministry of Treasury Board and Finance or the Alberta Securities Commission, makes a determination that Tetra is not permitted by that regulatory authority to hold client Crypto Assets.

(g) For the Crypto Assets held by the Filer, the Filer will:

   (i) hold the Crypto Assets for its clients separate and distinct from the assets of the Filer;

   (ii) ensure there is appropriate insurance for the loss of Crypto Assets held by the Filer; and

   (iii) have established and apply written policies and procedures that manage and mitigate the custodial risks, including, but not limited to, an effective system of controls and supervision to safeguard the Crypto Assets for which it acts as custodian.

(h) The Filer has taken or will take reasonable steps to verify that each Liquidity Provider is appropriately registered and/or licensed to trade in the Crypto Assets in their home jurisdiction, or that their activities do not require registration in their home jurisdiction, and that they are not in default of securities legislation in the Applicable Jurisdictions.

(i) When the Filer trades with its clients on a principal basis in its capacity as a dealer, the Filer will abide by policies it has adopted with a view to providing fair and reasonable prices to its clients.

(j) Before each prospective client opens a Client Account, the Filer will deliver to the client a Risk Statement and will require the client to provide electronic acknowledgement of having received, read and understood the Risk Statement.

(k) For each client with a pre-existing Client Account at the date of this Decision, the Filer will deliver to the client a Risk Statement and will require the client to provide electronic acknowledgement of having received, read and understood the Risk Statement at the earlier of (i) before placing their

next trade or deposit of Crypto Assets on the Platform and (ii) the next time they log in to their account with the Filer.

(l) The Risk Statement delivered as set out in conditions (j) and (k) will be prominent and separate from other disclosures given to the client at that time, and the acknowledgement will be separate from other acknowledgements by the client at that time.

(m) A copy of the Risk Statement acknowledged by a client will be made available to the client in the same place as the client's other statements on the Platform.

(n) Before a client enters into a Crypto Contract to buy a Crypto Asset, the Filer will provide instructions for the client to read the Crypto Asset Statement for the Crypto Asset, which will include a link to the Crypto Asset Statement on the Website or Apps and includes the information set out in paragraph 34.

(o) The Filer will promptly update the Risk Statement and each Crypto Asset Statement to reflect any material changes to the disclosure or include any material risks that may develop with respect to the Crypto Contracts and/or Crypto Asset, and,

  (i) in the event of any update to the Risk Statement, will promptly notify each existing client of the update and deliver to them a copy of the updated Risk Statement, and

  (ii) in the event of any update to a Crypto Asset Statement, will promptly notify clients through electronic disclosures on the Platform, with links to the updated Crypto Asset Statement.

(p) Prior to the Filer delivering a Risk Statement to a client, the Filer will deliver, or will have previously delivered, a copy of the Risk Statement delivered to the client to the Principal Regulator.

(q) For each client, the Filer will perform an appropriateness assessment as described in paragraph 27 prior to opening a Client Account, on an ongoing basis and at least every twelve months.

(r) For each client with a pre-existing Client Account at the date of this Decision, the Filer will conduct the account appropriateness assessment and establish the appropriate Client Limit for the client as set out in paragraphs 27 and 32 the next time the client uses their account. The client will not be permitted to trade until the completion of the account appropriateness assessment and a determination that the Client Account is appropriate.

(s) The Filer will monitor client activity and contact clients to discuss their trading behaviour if it indicates a lack of knowledge or understanding of Crypto Asset trading, in an effort to identify and deter behaviours that may indicate that trading a Crypto Contract is not appropriate for the client, or that additional education is required.

(t) The Filer has established and will apply and monitor the Client Limits as set out in paragraph 27(b).

(u) The Filer will ensure that the maximum amount of Crypto Assets, excluding Specified Crypto Assets, that a client, except those clients resident in Alberta, British Columbia, Manitoba and Québec, may purchase and sell on the Platform (calculated on a net basis and is an amount not less than $0) in the preceding 12 months:

  (i) in the case of a client that is not an Eligible Crypto Investor, does not exceed a net acquisition cost of $30,000;

  (ii) in the case of a client that is an Eligible Crypto Investor, but is not an Accredited Crypto Investor; does not exceed a net acquisition cost of $100,000; and

(iii)in the case of an Accredited Crypto Investor, is not limited.

(v) In the jurisdictions where the Prospectus Relief is required, the first trade of a Crypto Contract is deemed to be a distribution under securities legislation of that jurisdiction.

(w) The Filer will provide the Principal Regulator with at least 10 days' prior written notice of any:

   (i) change of or use of a new custodian; and

   (ii) material changes to the Filer's ownership, its business operations, including its systems, or its business model.

(x) The Filer will notify IIROC and the Principal Regulator, promptly, of any material breach or failure of its or its custodian's system of controls or supervision, and what steps have been taken by the Filer to address each such breach or failure. The loss of any amount of Crypto Assets will be considered a material breach or failure.

(y) The Filer will only trade Crypto Contracts based on Crypto Assets that are not in and of themselves securities or derivatives.

(z) The Filer will evaluate Crypto Assets as set out in paragraphs 18 to 22.

(aa)The Filer will not trade Crypto Assets or Crypto Contracts based on Crypto Assets with a client in a Jurisdiction, without the prior written consent of the regulator or securities regulatory authority of the Jurisdiction, where the Crypto Asset was issued by or on behalf of a person or company that is or has in the last five years been the subject of an order, judgment, decree, sanction, fine or administrative penalty imposed by, or has entered into a settlement agreement with, a government or government agency, administrative agency, self-regulatory organization, administrative tribunal or court in Canada or in a Specified Foreign Jurisdiction in relation to a claim based in whole or in part on fraud, theft, deceit, aiding and abetting or otherwise facilitating criminal activity, misrepresentation, violation of anti-money laundering laws, conspiracy, breach of trust, breach of fiduciary duty, insider trading, market manipulation, unregistered trading, illegal distributions, failure to disclose material facts or changes, or allegations of similar or analogous conduct.

(bb)Except to allow clients to liquidate their positions in those Crypto Contracts or transfer such Crypto Assets to a blockchain address specified by the client, the Filer will promptly stop trading Crypto Contracts where the underlying is a Crypto Asset that (i) the Filer determines it to be, (ii) a court, regulator or securities regulatory authority in any jurisdiction of Canada or the foreign jurisdiction with which the Crypto Asset has the most significant connection determines it to be, or (iii) the Filer is made aware or is informed that the Crypto Asset is viewed by a regulator or securities regulatory authority to be, a security and/or derivative.

(cc)Before the Filer acts as a carrying broker to a dealer, the Filer will take reasonable steps to verify that the dealer has received the prior written approval of IIROC to offer Crypto Contracts to its clients.

(dd)The Filer will provide to the Principal Regulator, and to the securities regulatory authority or regulator in each of the Non-Principal Jurisdictions with respect to clients in those jurisdictions individually, within 30 days of the end of each March, June, September and December, aggregate reporting of the activity conducted pursuant to Crypto Contracts consisting of the following:

   (i)   number of Client Accounts opened each month in the quarter;
   (ii) number of Client Accounts closed each month in the quarter;
   (iii) number of trades in each month of the quarter;

(iv) average value of the trades in each month of the quarter;

(v) number of Client Accounts with a net acquisition cost greater than $30,000 of Crypto Assets at the end of each month in the quarter;

(vi) number of Client Accounts with no trades during the quarter;

(vii) number of Client Accounts that have not been funded at the end of each month in the quarter; and

(viii) number of Client Accounts that hold a positive amount of Crypto Assets at the end of each month in the quarter.

(ee) The Filer will deliver to the regulator or the securities regulatory authority in each of the Applicable Jurisdictions, in a form and format acceptable to the regulator or the securities regulatory authority, a report that includes the following anonymized account-level data for activity conducted pursuant to a Crypto Contract for each client within 30 days of the end of each March, June, September and December:

(i) unique account number and unique client identifier, as applicable;

(ii) jurisdiction where the client is located;

(iii) the date the Client Account was opened;

(iv) the amount of fiat held with the Filer at the beginning of the reporting period and at the end of the reporting period;

(v) cumulative realized gains/losses since account opening in CAD;

(vi) unrealized gains/losses as of the report end date in CAD;

(vii) quantity traded, deposited and withdrawn by Crypto Asset during the quarter in number of units;

(viii) Crypto Asset traded by the client;

(ix) quantity held of each Crypto Asset by the client as of the report end date in units;

(x) CAD equivalent aggregate value for each Crypto Asset traded by the client, calculated as the amount in (ix) multiplied by the market price of the asset in (viii) as of the report end date;

(xi) age of account in months; and

(xii) the Client Limit established by the Filer on each account.

(ff) Within 7 calendar days from the end of each month, the Filer will deliver to the regulator or securities regulatory authority in each of the Applicable Jurisdictions, a report of all Client Accounts for which the Client Limits established pursuant to paragraph 27(b) were exceeded during that month.

(gg) The Filer will deliver to the Principal Regulator, within 30 days of the end of each March, June, September and December, either (i) blackline copies of changes made to the policies and procedures on the operations of its wallets (including, but not limited to, establishment of wallets, transfer of Crypto Assets into and out of the wallets, and authorizations to access the wallets) previously delivered to the Principal Regulator or (ii) a nil report stating no changes have been made to its policies and procedures on the operations of its wallets in the quarter.

(hh) In addition to any other reporting required by Legislation, the Filer will provide, on a timely basis, any report, data, document or information to the Principal Regulator, including any information about the Filer's custodian(s) and the Crypto Assets held by the Filer's custodian(s), that may be requested by the Principal Regulator from time to time as reasonably necessary for the purpose of monitoring compliance with the Legislation and the conditions in the Decision, in a format acceptable to the Principal Regulator.

(ii) Upon request, the Filer will provide the Principal Regulator and the regulators or securities regulatory authorities of each of the Non-Principal Jurisdictions with aggregated and/or anonymized data concerning client demographics and activity on the Platform that may be useful to advance the development of the Canadian regulatory framework for trading crypto assets.

(jj) The Filer will promptly make any changes to its business practices or policies and procedures that may be required to address investor protection concerns that may be identified by the Filer, by IIROC or by the Principal Regulator arising from the operation of the Platform.

(kk) For any clearing or settlement activity conducted by the Filer incidental to the Filer engaging in the business of a Crypto Asset dealer and marketplace, the Filer will:

    (i)   maintain adequate procedures and processes to ensure the provision of accurate and reliable settlement services in connection with Crypto Assets; and

    (ii)   maintain appropriate risk management policies and procedures and internal controls to minimize the risk that settlement will not take place as expected.

(ll) This Decision expires on the date that is two years from the date of this Decision.

(mm) This Decision may be amended by the Principal Regulator upon prior written notice to the Filer in accordance with applicable securities legislation.

In respect of the Prospectus Relief:

Date: October 12, 2022

_____
            "David Surat"
David Surat
Manager (Acting), Corporate Finance

In respect of the Marketplace Relief:

Date: October 12, 2022

_____
         "Michelle Alexander"
Michelle Alexander
Manager, Market Regulation

In respect of the Trade Reporting Relief:

Date: October 12, 2022

_____
            "Kevin Fine"
Kevin Fine
Director, Derivatives

Appendix A - Local Trade Reporting Rules

In this Decision the "Local Trade Reporting Rules" collectively means each of the following:

(a) Part 3, Data Reporting of Ontario Securities Commission Rule 91-507 *Trade Repositories and Derivatives Data Reporting* (**OSC Rule 91-507**);

(b) Part 3, Data Reporting of Manitoba Securities Commission Rule 91-507 *Trade Repositories and Derivatives Data Reporting* (**MSC Rule 91-507**);

(c) Part 3, Data Reporting of Multilateral Instrument 96-101 *Trade Repositories and Derivatives Data Reporting* in Alberta, British Columbia, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Prince Edward Island, Saskatchewan, and Yukon (**MI 96-101**).

Appendix B – List of Specified Crypto Assets

- Bitcoin
- Ether
- Bitcoin Cash
- Litecoin