

**PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SERVICES OR BY OPENING AN ACCOUNT, YOU AGREE TO BE LEGALLY BOUND TO ALL OF THE TERMS, PROVISIONS AND CONDITIONS SET FORTH BELOW.**

## 1. Parties

The parties to this Agreement are you and TradeStation Crypto, Inc. (including its successors and assigns, "**TCI**," "**we**," "**us**" or "**our**"). You agree that each of TCI's affiliates is an express third-party beneficiary of this Agreement. However, you also understand and agree that no entity other than TCI is making any representation, obligation or covenant in your favor under or related to this Agreement or related to your Account or the Services, and that you have no contractual or other legal right or remedy of any kind or nature against any affiliate of TCI by reason of or relating to this Agreement, your Account, the Services or any of the transactions in your Account contemplated by this Agreement, even if such TCI affiliates provide licenses and administrative and support services to TCI related to TCI's business, the Services, and your Account and transactions with TCI. **THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION AGREEMENT UNDER THE HEADING "ARBITRATION."**

## 2. Key Definitions

In addition to the terms defined elsewhere in this Agreement, the following capitalized terms have the respective meanings set forth below:

**"Account"** means the self-directed, online Digital Asset brokerage account between TCI as the broker, principal, dealer or counterparty, and you, as the customer, in which you may be enabled to purchase or sell Digital Assets using Legal Tender, or one Digital Asset for another, pursuant to this Agreement.

**"Agreement"** means, collectively, your application for your Account, the contents of this document, and all additional agreements and separate and supplemental disclosures, disclaimers and documents contained in your application or later provided to you which relate to your Account or the Services and which you have been required to acknowledge and accept.

**"Business Day"** means any day other than a Saturday, a Sunday or a day when federal banks located in the State of Florida are closed for a legal holiday or by government directive.

**"Customer Assets"** means Digital Assets in or credited to your Account, as well as any Legal Tender TCI permits to be held in or credited to your Account with respect to your purchase of Digital Assets in exchange for Legal Tender or your sale of Digital Assets in exchange for Legal Tender (but see definition of Legal Tender below).

**"Digital Asset"** means a digital asset (also sometimes referred to as a "**cryptocurrency**," "**virtual currency**," or "**digital currency**") that may be purchased, sold or traded via the Services.

**“Fee” or “Fees”** mean the amount that TCI charges you in your Account, which may be a commission or fee (either a flat amount, or as a percentage of the Legal Tender value of the amount of your purchase or sale, or a combination of each) for processing your transaction, and/or purchasing from you, or selling to you, Digital Assets. In addition to, or instead of, such commission or fee structure, the price at which you execute a purchase of a Digital Asset may be “marked up” to a higher price than the price at which TCI acquired such Digital Asset to execute your order, and the price at which you execute a sell order for a Digital Asset may be “marked down” to a lower price than the price at which TCI sold such Digital Asset to execute your order. Fees do not include or take into account, and are in addition to, rebates, discounts or payments for order flow TCI may receive from its liquidity providers in connection with your Account transactions, if any.

**“Legal Tender”** means U.S. dollars and any other currency issued under the authority of a non-U.S. government that TCI may recognize to be used in connection with transactions via the Services. Until further notice to you, the only Legal Tender that may be used in connection with transactions via the Services is U.S. dollars, **but TCI does not accept Legal Tender from you to fund your Account, no Legal Tender may be transferred to your Account from any source by wire transfer, ACH delivery, check, cash or other means**, and the only reflection of Legal Tender that in any manner relates to your Account will be momentary journal entries (as opposed to actual deposit of Legal Tender), as more fully explained in the section under the heading **“Account Opening; Certain Authorizations by You Regarding Transactions.”**

**“Services”** means the services available using TCI’s online web application, mobile-based version of such web application, and any future or other online charting, analysis and/or order placement platforms, applications, “apps” or desktops that TCI may provide (and which may be proprietary software technology of TCI or one of its affiliates, or of a software technology licensor which provided it to TCI for your use), and internet website(s) of TCI (as the case may be, **“Software Applications”**).

**“TSS”** means TradeStation Securities, Inc., a licensed securities broker-dealer and futures commission merchant, and an affiliate of TCI. TSS and TCI are separate and distinct legal entities.

**“TSS Customer Agreement”** means your customer agreement (and related agreements and acknowledged disclosures) with TSS with respect to your TSS Equities Account, which is separate from, and independent of, this Agreement and your Account.

**“TSS Equities Account”** means your equities securities account with, and maintained by, TSS from which you may make withdrawals of Legal Tender to credit to your Account to purchase Digital Assets using Legal Tender, and into which you may deposit Legal Tender when, in your Account, you sell Digital Assets in exchange for Legal Tender. Your TSS Equities Account is separate from, and independent of, your Account.

### 3. Laws, Rules, Regulations and Indemnification

All of your transactions shall be subject to all applicable laws of the United States, any state, locality or non-U.S. jurisdiction, and the rules and regulations of any federal, state, local or non-U.S. regulatory or self-regulatory authority, agency, association, commission or other body, including, without limitation, the Currency and Foreign Transactions Reporting Act of 1970 (commonly referred to as the Bank Secrecy Act); the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001; the Commodity Exchange Act (to the extent applicable); state laws, rules and regulations governing money transmitters and/or virtual currency activities; applicable rules and regulations issued by various regulatory authorities, including the Financial Crimes Enforcement Network (“**FinCEN**”), the Office of Foreign Assets Control (“**OFAC**”) of the Department of the Treasury and the Commodity Futures Trading Commission; tax laws and applicable rules and regulations of relevant tax authorities; the rules and procedures of the National Automated Clearing House Association; and the rules of any exchanges, markets, associations or clearing houses or agencies where any transaction is executed, or which have jurisdiction over the transaction or any of the parties involved in the transaction (collectively, “**Applicable Laws**”). TCI shall not be liable to you as a result of any action taken by TCI to comply with any Applicable Laws. TCI’s violation of any Applicable Law, to the fullest extent permitted by Applicable Law, shall not provide you with either a defense to a claim by TCI or the basis of a claim against TCI, and you waive, to the fullest extent permitted by Applicable Law, any contrary right you may have or otherwise have. In the event that you are a regulated institution or entity, you recognize and acknowledge that you may be required to comply with Applicable Laws including, but not limited to, those referenced above and any securities, commodities or banking laws or regulations that apply to you or to which you are subject (all of which are included in Applicable Laws as they pertain to you), and that TCI has no obligation to insure that you abide by the Applicable Laws pertaining to you. You agree to indemnify and hold harmless TCI and its affiliates and their respective shareholders, officers, directors, employees and agents from and against all claims (including claims brought by you or on your behalf), including reasonable attorneys’ fees and costs, arising out of your use of any products or services provided by TCI or its affiliates or other acts or omissions by you or on your behalf which violate, or conflict with, any Applicable Laws.

### 4. Eligibility

TCI may restrict or prohibit use of all or a portion of the Services from certain states, territories or jurisdictions (collectively, “**Restricted Locations**”). You represent and warrant that you: (a) are of legal age to form a binding contract (at least 18 years old in the United States); (b) have not previously been suspended or removed from using the Services; (c) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party or any Applicable Law; (d) are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services; (e) are not a “Specially Designated National” and are

not on any sanctions list maintained by OFAC, the U.S. Department of Commerce or the U.S. Department of State; (f) will not use the Services if any Applicable Laws in your country prohibit you from doing so; and (g) will not use the Services to conduct any illegal activity. If you use the Services on behalf of an entity (for example, as a managing member of a limited liability company, a general partner of a general or limited partnership, or the officer of a corporation), you further represent and warrant that (A) you are authorized to bind that entity to this Agreement; (B) all references in this Agreement to “you” refer to you and that entity; and (C) that entity agrees to be responsible for you and any other user who accesses the Services on its behalf, including for your and their compliance with this Agreement. You further represent and warrant that the sole reason for your Account is to invest in, and trade, Digital Assets, with the objective of personal profit from such investment and trading.

## **5. Account Opening; Certain Authorizations by You Regarding Transactions**

5.1. You may have been provided the ability to access limited Services, such as access to certain market data, by registering your name and contact information (e.g., e-mail address) with us prior to your application for, and approval to receive, your Account. All of the rights, remedies and disclaimers in TCI’s favor in this Agreement, as well as all assumptions of risk and obligations by or of you in this Agreement, apply to your use of such limited Services, beginning from the date you first started using them.

5.2. In order to use the Services, including Digital Asset brokerage and related services, you must (a) have applied and been approved for your Account, and (b) concurrently have applied and been approved for, and opened, a TSS Equities Account (unless you already had a TSS Equities Account at the time of application for your Account). You understand, acknowledge and agree that TCI does not accept deposits of Legal Tender to fund your Account, or permit your Account to retain Legal Tender credited to your Account from the sale of Digital Assets in your Account, and that TCI and TSS share technology (licensed to each of them from another affiliated company and other third-party vendors) to seamlessly permit you (i) to make withdrawals of Legal Tender from your TSS Equities Account for deposit and credit to your Account so that you can pay for your purchase of Digital Assets and the related Fees, and (ii) to withdraw from your Account for deposit and credit to your TSS Equities Account the Legal Tender you have received from sales of Digital Assets in your Account. If your Account is an entity account, the individual users who are authorized to access the Services on behalf of the entity will be the same for your Account with TCI and your TSS Equities Account.

5.3. You irrevocably and unconditionally acknowledge and agree that any time you place an order in your Account to purchase a Digital Asset using Legal Tender, you are simultaneously giving instructions: (i) to TSS, pursuant to your TSS Customer Agreement, (A) to put a hold on the estimated amount of Legal Tender in your TSS Equities Account required to purchase the Digital Asset in your Account (including to cover the Fees), and, (B) upon TSS being notified that such transaction has been executed, to withdraw and debit from your TSS Equities Account, and transfer

for deposit and credit to your Account, the amount of Legal Tender required to complete the purchase of such Digital Asset (including payment to TCI of Fees); and (ii) to TCI, pursuant to this Agreement, to accept such deposit in your Account and to apply it to the Account's purchase transaction for the Digital Asset, and to retain the related Fees.

5.4. You irrevocably and unconditionally acknowledge and agree that any time you place an order in your Account to sell a Digital Asset in exchange for Legal Tender, you are simultaneously giving instructions: (i) to TCI, pursuant to this Agreement, upon TCI recording receipt of such Legal Tender, immediately to withdraw from your Account the amount of such Legal Tender (less the Fees to be retained by TCI) and transfer such amount for deposit and credit to your TSS Equities Account; and (ii) to TSS, pursuant to your TSS Customer Agreement, to accept such deposit and credit in your TSS Equities Account.

**5.5. Accordingly, you understand and agree that in no manner is or will TSS be part of, in the business of, or otherwise involved in, the processing of Digital Asset transactions (as a principal, agent, intermediary, or otherwise), including but not limited to the purchase, sale, deposit, withdrawal, transfer or custody of Digital Assets or the receipt or retention of Fees from your Account transactions. Any and all securities transactions effectuated by you in, as well as all cash withdrawals initiated from, and deposits accepted in, your TSS Equities Account, are and will be transactions solely in your TSS Equities Account, subject to and covered solely by your TSS Customer Agreement, which should be read and understood by you as an agreement that is separate from, and independent of, this Agreement. In addition, your Account and your TSS Equities Account are likewise separate and independent accounts in all respects, and are between you and those two separate and distinct legal entities (your Account being solely with TCI and your TSS Equities Account being solely with TSS).**

5.6. You agree to provide us with the information we request during the Account application process and from time-to-time thereafter for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud or any other financial crime and you authorize us to keep a record of such information. You will need to complete certain verification procedures before you are permitted to use the Services. Your access to one or more Services, and the limits that apply to your use of the Services, may be changed by us as a result of information collected about you on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, copies of government identification and information regarding your bank account (such as the name of the bank, the account type, routing number and account number) (collectively, "**Personal Information**"). You agree to: (a) provide accurate, current and complete information about your identity and location in connection with the Account application process; (b) keep your Account information, including Personal Information, updated at all times; (c) immediately notify us if you change your state, territory or jurisdiction of residency; (d) not use a password for

your Account that you use for any other services; (e) protect the security of your Account, including by not sharing your login credentials with any third party; and (f) immediately notify us if you discover or suspect any unauthorized access or use related to the Services or your Account. You hereby represent and warrant that all of the information you provide to us in connection with your Account or otherwise is true, accurate and complete.

In addition, in connection with the Account application process, you authorize us to make inquiries, whether directly or through third parties, that we believe are appropriate to verify your identity and to protect you and us from fraud or financial crime. You further acknowledge and agree that, to make those inquiries, we may need to disclose your Personal Information to third parties such as credit reference, fraud prevention or financial crime agencies. In addition, TCI may be required by Applicable Laws to disclose certain of your Personal Information to counterparties and/or regulatory or self-regulatory authorities in connection with your transactions in Digital Assets, and you consent to such disclosures. See the section under the heading “**Consent to Identification Procedures, Credit Reports and Other Information**” for additional relevant information.

5.7. We reserve the right to not approve your Account for any reason. If your Account is not approved, we are under no obligation to provide the reason(s). Furthermore, we are under no obligation to return or delete any documents or information provided by you. If you move and change your state, territory or jurisdiction of residency to a location where TCI is not licensed to operate, you must immediately notify us and, in such event or if you move to any other Restricted Location, we may freeze any or all activity in your Account and/or terminate your Account and require you to transfer your Customer Assets elsewhere. If you do not promptly cooperate to properly transfer your Customer Assets elsewhere after we have requested you to do so, TCI may, in its sole discretion, liquidate the Digital Assets in your Account (if any), on any terms and conditions, and using any method, TCI, in its sole discretion, deems appropriate, and then transfer such liquidated assets in your Account to your TSS Equities Account, and you hereby expressly authorize TCI to do each of the foregoing acts. We are under no obligation to offer you the ability or opportunity to transfer your Customer Assets elsewhere, and we may take any and all actions permitted in this Agreement without doing so.

5.8. We will not be liable for any action we take (including any transaction in Digital Assets that we execute for you) upon reliance on information that you provide to us or upon reliance on any instruction, notice, instrument or other document that we believe to be genuinely authorized by you. For example, we will not be liable for any losses you incur if you lose your password and another person engages in unauthorized transactions in your Account. We may not be able to stop transactions already in process after you advise us that you have lost your password or unauthorized transactions have occurred (“**In-Process Transactions**”), and we also will not be liable for the completion of such In-Process Transactions.



## 6. Account Security

You are only permitted to access your Account (which, you acknowledge, is solely an online account used by you as a self-directed investor or trader) using your login credentials and any other required forms of authentication. You acknowledge that you are solely responsible for maintaining the security, control and confidentiality of your login credentials, including usernames, passwords, any codes, keys or security tokens we provide you, and any other login-related credentials or information, such as security questions and answers. Your failure to do so may result in unauthorized access to your Account by third parties and therefore unauthorized transactions and potentially theft and/or loss. In addition, you are solely responsible for maintaining your Account information with us up to date so that you can receive important notices or alerts we may send you about your Account. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR LIABILITIES ARISING FROM UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR YOUR FAILURE TO FOLLOW ANY INSTRUCTIONS IN OUR NOTICES AND/OR ALERTS. FURTHERMORE, YOU AGREE TO IMMEDIATELY NOTIFY US (A) IF YOU HAVE LOST YOUR LOGIN CREDENTIALS OR BELIEVE THEY HAVE BEEN COMPROMISED OR (B) IF YOU SUSPECT UNAUTHORIZED OR SUSPICIOUS USE OF YOUR ACCOUNT. IF YOU SUSPECT THIS HAS OCCURRED, PLEASE CONTACT US IMMEDIATELY.

We require multi-factor authentication to help keep your Account secure. Forms of multi-factor authentication in addition to your login credentials may include verification tokens delivered through short message services (SMS) or a specified and supported two-factor authentication ("**2FA**") application, and you will be required to successfully complete 2FA to be enabled to access the Software Application you use to access your Account. When you install and use a 2FA application on a Software Application on which the operating system has been tampered with in any way, you do so at your own risk. This includes, but is not limited to, a "rooted" (Android) or "jailbroken" (iOS) device. You agree that we may provide your 2FA data to a third-party service provider in order to help us authenticate you.

## 7. Privacy Notice

You acknowledge that we may use and disclose Personal Information about you and your Account in accordance with Applicable Laws, this Agreement and our **Privacy Notice** which, among other things, permits TCI to share that information with its affiliates who may use it to market their services to you. For more information on the types of Personal Information that we collect and how we use and share your information, please see our **Privacy Notice**, which is available on the TradeStation company website and [www.TradeStationCrypto.com](http://www.TradeStationCrypto.com).

## 8. General Terms for Transactions

This Section applies to all transactions entered into or effectuated via the Services, including, but not limited to (a) all Digital Asset transactions (purchases, sales or exchanges), whether using Legal Tender to purchase, selling in exchange for Legal Tender, or exchanging one Digital Asset for another, and

executed by us with a liquidity source on a “back-to-back” riskless principal basis, or out of Digital Asset inventory we may have, and (b) transactions in which you deposit or withdraw Legal Tender or Digital Assets into or from your Account. All Digital Assets in your Account are custodial assets held by TCI or its custodial and sub-custodial service providers for your benefit, as described in further detail below. TCI does not own the Digital Assets that it holds for its customers. Although TCI may control all or a portion of the private keys for the blockchain addresses for your Digital Assets, you retain ownership and control of your Digital Assets while in the custody of TCI, subject to the terms and conditions of this Agreement and Applicable Law.

8.1. Your Digital Assets will be held by a third-party wallet management service provider (“**Wallet Management Provider**”) in one or more omnibus wallet accounts in TCI’s name (“**Omnibus Wallet Accounts**”), and TCI, not you or other TCI customers, is the owner of those Omnibus Wallet Accounts. Similarly, any Legal Tender TCI permits to be credited to your Account will be held by a third-party bank in one or more omnibus accounts in TCI’s name, and TCI, not you or other TCI customers, is the owner of those omnibus accounts. TCI maintains in its systems separate ledgers to reflect the Customer Assets owned by you and other TCI customers which are housed in such omnibus accounts. These are recordkeeping entries made by TCI, and you will not have, or have access to, a private wallet or bank account over which you will possess or have control over the Customer Assets in your Account.

8.2. The right and responsibility to acquire Digital Assets for deposit into, or withdrawal of Digital Assets for transfer out of, Omnibus Wallet Accounts, to the extent, if any, needed to properly facilitate your transactions (together with other TCI customer transactions during the same period), are TCI’s, and not yours.

8.3. Control or use of your Account may not be transferred, leased, assigned or sold to a third party. We are not responsible or liable for fraudulent entry and use of the Services (including, but not limited to, liabilities arising from unauthorized transactions executed through your Account). If we discover or suspect that a third party may have fraudulently or otherwise improperly obtained access to your Account, we may terminate, or try to terminate, such third party’s and your access immediately and take all necessary and appropriate actions under Applicable Laws.

8.4. When you instruct the Services to complete a transaction, you authorize TCI to execute the transaction immediately in accordance with such instructions (including the standing instructions and authorizations made by you as set forth in this Agreement in the section under the heading “**Account Opening; Certain Authorizations by You Regarding Transactions**”). You represent and warrant that any information you provide through the Services, in connection with a transaction or otherwise, is accurate and complete.

8.5. We may, at any time and in our sole discretion, refuse any order submitted via the Services, impose limits on order amounts or impose any other conditions or restrictions upon such orders and



your use of the Services without prior notice. You acknowledge that the only purchase or sale instructions generally available to you are limit orders and market orders, and that the types of orders that are or are not available, and any limitations, restrictions or other parameters surrounding such orders, may be changed by TCI at any time and from time to time in its sole discretion.

8.6. If you have an insufficient amount of Customer Assets to complete an order, we may cancel the entire order or we may fulfill a partial order using the amount of Customer Assets then available in your Account, but we are under no obligation to fill a partial order. Our ability to fill your purchase and sale orders on a timely basis depends in part on the presence of a market for the Digital Assets being purchased or sold, as well as other factors that are not within our control. If there is a lack of corresponding purchase or sale orders in a particular Digital Asset, we may not be able to fill your order on a timely basis or at all. We cannot guarantee that we will be able to fill all or any of your orders.

8.7. You may cancel limit orders and stop orders at any time before they are executed by clicking the cancel button in the user interface in TCI's Software Application. Market orders cannot be cancelled because they typically execute upon being entered. Once your order has been executed, you may not change, withdraw or cancel it.

8.8. All Digital Asset transactions are final and irreversible. We do not accept any returns or provide refunds in connection with any transactions unless required by Applicable Law. We will not be liable or responsible for any losses you sustain arising from a purchase or sale of Digital Assets using the Services for any reason.

8.9. The time needed to complete a transaction depends in part upon the performance of one or more third parties. In some cases, a third party we require to perform to complete a transaction may not cooperate or refuse to perform what is needed for the transaction to be completed. We are not responsible or liable for the amount of time it may take to complete any transaction or for any noncooperation or refusals by third parties.

8.10. It is your responsibility to confirm the types of Digital Assets that we accept. Any other tokens, coins or digital assets sent, or attempted to be sent, to us may be lost, destroyed or not returned to you. If we attempt to retrieve any unsupported tokens, coins or digital assets, you will be responsible for paying any fees imposed by us and costs and expenses associated with such efforts. We are not responsible or liable for the loss, destruction or inability to recover any unsupported tokens, coins or digital assets that you send to us.

8.11. Use of the Services may be subject to limits on the volume of transactions, measured in U.S. dollars, you may effectuate in a given period (e.g., daily), and other transaction size and frequency limits, or subject to waiting periods we may impose. Your transaction limits may vary depending on verification steps you have completed, your trading activity and other factors. We reserve the right to change applicable transaction limits as we deem necessary in our sole discretion.

8.12. The underlying protocols of supported Digital Assets may be subject to changes in operating rules (“**Forks**”) that may result in more than one version of a digital asset (a “**Forked Asset**”). Forks may materially affect the availability, value, functionality and/or name of digital assets. You acknowledge and agree that, in the event of a Fork, we may, in our sole discretion, suspend Services (with or without advance notice to you) while we determine which Forked Asset to support. You agree that we may determine which Forked Asset to support and take other actions in response to any Fork in our sole discretion. You acknowledge that we are unlikely to support most Forked Assets and that most Forked Assets will likely not be made available to you. We do not own or control the protocols that are used in connection with Digital Assets, including Forked Assets. In addition, our ability to deliver Forked Assets may depend on decisions of third-party liquidity sources and other service providers, which are outside of our control. It is your responsibility to make yourself aware of anticipated Forks by keeping abreast of, and carefully considering, publicly available information and information that may be provided by us to help you determine whether to continue to use your Account for affected Digital Assets. We will endeavor to provide you advance notice of actions taken by us in response to Forks; however, we cannot guarantee that we will provide advance notice of such actions in all circumstances. You acknowledge and agree that if you wish to ensure your ability to access all Forked Assets, you must withdraw and transfer your affected Digital Assets to your personal wallet before the Fork occurs. You also acknowledge that, in the event of a distribution (or attempted distribution) (sometimes referred to as “airdropping” or “bootstrapping”) (an “**Airdrop**”) with respect to any Digital Assets, the distribution will be treated in the same manner as Forked Assets as set forth in this paragraph. Our ability to distribute assets resulting from an Airdrop will depend on decisions of third-party liquidity sources and other service providers, which are outside of our control. Therefore, in order to ensure your ability to access all assets distributed in an Airdrop, you must withdraw and transfer your affected Digital Assets to your personal wallet before the Airdrop occurs. YOU ACKNOWLEDGE AND ACCEPT THE RISKS RELATING TO FORKS AND AIRDROPS AND AGREE THAT WE ARE NOT RESPONSIBLE FOR FORKS OR AIRDROPS, AND WE ARE NOT LIABLE FOR ANY ACTIONS TAKEN BY US IN RESPONSE TO ANY FORKS OR AIRDROPS (INCLUDING, BUT NOT LIMITED TO, ANY DECISION MADE BY US TO NOT SUPPORT ANY FORKED ASSETS OR DISTRIBUTIONS ON DIGITAL ASSETS) OR FOR ANY LOSS OF VALUE YOU MAY EXPERIENCE AS A RESULT OF ANY FORKS OR AIRDROPS.

8.13. It is your sole responsibility to determine what, if any, taxes apply to the transactions you complete via the Services, and it is your sole responsibility to report and remit the correct tax to the appropriate tax authority. We are not responsible or liable for determining whether taxes apply to your transactions or for collecting, reporting (including cost-basis), withholding or remitting any taxes arising from your transactions, except as expressly required by Applicable Law. You acknowledge and agree that we have not and will not advise you with respect to your tax obligations under Applicable Law.

8.14. We reserve the right to refuse to process, or to cancel or reverse, any transaction in our sole

discretion, even after funds have been debited from your account(s), if we suspect the transaction involves (or has a significant risk of involvement in) money laundering, terrorist financing, fraud or any other type of financial crime; in response to a subpoena, court order or other government order; if we reasonably suspect that the transaction is erroneous or in violation of this Agreement; or if we suspect that the transaction relates to a prohibited person, business or activity set forth in the section under the heading “**Acceptable Use**” or under the heading “**Prohibited Activities and Prohibited Customers.**” In such instances, we will reverse the transaction to the extent possible and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.

## 9. Deposits and Withdrawals of Digital Assets

If you give TCI a notice of instruction, using the electronic means provided by TCI for this purpose, to withdraw Digital Assets from your Account to a another Digital Asset wallet, TCI will instruct the Wallet Management Provider to process such instructions, subject to TCI being satisfied, in its sole discretion, of the appropriateness of your instructions in light of all facts and circumstances surrounding your withdrawal request, including the wallet address you have designated to receive the withdrawn Digital Assets and your prior Account activity, and any waiting periods, authentications and verifications TCI decides to apply. You will not directly or indirectly attempt or cause a withdrawal of Digital Assets to, or a deposit of Digital Assets from, any person or entity who is a specially designated national or blocked national by OFAC or otherwise subject to economic sanctions restrictions. We may delay and/or prevent the sending or receiving of assets believed to be associated, directly or indirectly, with inappropriate activity, whether or not that activity is deemed by TCI to be in violation of any laws, rules or regulations. This includes, but is not limited to, directly or indirectly conducting transactions with or through mixers or anonymizers, gambling sites, high-risk exchanges or jurisdictions, darknet markets, and addresses believed to be associated with scams, ransomware or fraud.

## 10. Transactions in Digital Assets

10.1. We do not issue, create, distribute or otherwise originate any Digital Assets. All Digital Assets purchased, sold or traded via the Services are sourced from third parties who purchase, sell or trade them, such as institutional cryptocurrency market makers or counterparties and cryptocurrency exchanges to which we are connected.

10.2. The actual price at which an order is executed may be different from the prevailing price indicated via the Services at the time that you place your order, particularly during periods of high volume, illiquidity or volatility in the marketplace for any Digital Assets or Legal Tender. We are not responsible or liable for any such price differences. In the event of a market disruption or Negative Event (as defined in the section under the heading “**Assumption of Risk; Technical Issues or Extraordinary Events**”), we may do any one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any transactions or other actions via the Services,

including, but not limited to, preventing you from closing any open positions. You acknowledge that, following any such event, if and when trading resumes, the prevailing prices may differ significantly from the prices available prior to such event.

10.3. In the event of an error, whether via the Services, in a trade confirmation, in processing your order or otherwise, we reserve the right to correct such error and revise your transaction accordingly (including correcting the price) or to cancel the order. Your sole remedy in the event of an error is to cancel your order if it has not yet been executed. An assertion by you that a mistake was made in entering an order is not sufficient to establish an error.

10.4. ***There is no margin trading, options trading or short selling offered by TCI.***

## 11. Commerce Transactions

You agree that you will not use the Services in connection with the purchase or sale of goods or services, that we do not support or facilitate any such use, and if you breach this agreement, in addition to all other rights or remedies we may have against you, you acknowledge and agree that we have no control over, and no liability for, those transactions, including the quality or legality of such goods or services. If we, in our reasonable judgment, suspect any suspicious activity in or relating to your Account, we may or will report such suspicious activity to the applicable authorities as permitted or required by Applicable Laws, and you will not be notified or advised of any such report. You should be aware that we monitor customer accounts on an ongoing basis to uncover potential suspicious activity.

## 12. Spreads, Fees and Costs

(a) Bid (sale), ask (purchase) and exchange (pairs) prices quoted via the Services do not necessarily reflect the best prices which may be available at the time of your transaction, and they represent the bid and ask prices solely of one or more of the liquidity sources we use to run our business, which likely contain markups and markdowns which may change from time to time, and may or may not be more favorable than prices you could find elsewhere.

(b) Digital Assets markets are not centralized for clearing and settlement in the way stock, options and futures markets are through large, regulated stock, options and futures exchanges and clearance organizations, but are rather more fragmented markets in which quoted prices may vary significantly among the many market participants.

(c) Typically, TCI will likely be executing your trades on a riskless principal or similar “back-to-back basis,” meaning that we will be, as a practical matter, matching your order with other orders or prices made available by the liquidity providers to which we are connected, and the available price for your transaction will therefore be limited by what such third parties are willing to offer.

(d) We have the right to charge or pass through to you certain fees and/or costs imposed by third parties with respect to your transactions, including fees required for processing on the relevant

blockchain. The current Fees that we charge for transactions are disclosed on the TradeStation company website. The Fees we charge you for transactions may change from time to time, with or without notice to you, based on TCI business or risk management considerations, market liquidity or volatility, or for other reasons. The prices and terms on which your transactions are executed may not be the most favorable prices or terms available in the cryptocurrency markets.

### 13. Acceptable Use

You may use the Services only for lawful purposes, only for self-directed online investment and trading, and solely in accordance with this Agreement. Without limiting any other provision of this Agreement, you agree that you will not:

- (a) Use the Services in any way that is fraudulent or violates any Applicable Law;
- (b) Access the Services by any means that has the purpose or effect of concealing your geographic location, including the use of a virtual private network, an onion router or similar technologies;
- (c) Engage in any form of market manipulation, including, but not limited to, any activity done with the purpose or effect of deceiving others or creating the perception of increased demand, liquidity or volatility, or inflated or deflated price supply or demand;
- (d) Allow any third party to access your Account, use your Account username or password, or give orders or instructions on your Account to TCI without prior approval by TCI;
- (e) Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us in our sole discretion, may harm TCI or any of its affiliates or any of their respective customers or expose them to any liability;
- (f) Engage in any conduct that could in any manner disable, overburden, damage or impair the Services or interfere with any other party's use of the Services;
- (g) Reverse engineer any aspect of the Services, including any of the Software Applications, or do anything that could discover the source code of any of the Software Applications or Services;
- (h) Violate, infringe or misappropriate any intellectual property right or other third-party right, or engage in any conduct that constitutes a tort;
- (i) Reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, sell, rent, lease, timeshare or otherwise commercially exploit the Services (including any material contained therein), in whole or in part, except as expressly permitted by this Agreement;
- (j) Delete or alter any copyright, trademark or other proprietary rights notices from the Services, including any of the Software Applications (including any material contained therein), in whole or in part;

- (k) Develop any third-party application that interacts with the Services, including any of the Software Applications, without our prior written consent;
- (l) Use any robot, spider or other automatic device, process or means to access the Services, including any of the Software Applications, for any purpose, including, but not limited to, monitoring or copying any of the material available in the Services;
- (m) Use any manual process to monitor or copy any of the material available in the Services for any unauthorized purpose without our prior written consent;
- (n) Use any device, software or routine that interferes with the proper functioning of the Services, including any of the Software Applications;
- (o) Introduce any viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful to the Services, including any of the Software Applications;
- (p) Attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Services or any server, computer or database used by the Services;
- (q) Attack the Services, including any of the Software Applications, via a denial-of-service attack or a distributed denial-of-service attack; or
- (r) Otherwise interfere with, or attempt to interfere with, the proper functioning of the Services.

#### 14. Risk Disclosures

You acknowledge and agree that your access to and use of the Services is at your own risk. The risk of loss in purchasing, selling and trading virtual currency can be substantial. You should therefore carefully consider whether such activities are suitable for you in light of your circumstances and financial resources. We are not responsible for any loss or damage that you incur as a result of your use of the Services or for your failure to fully understand the nature of virtual currency or the market for virtual currency. You acknowledge, and you agree that by using the Services you accept, the following risks related to your use of the Services, **as well as those described in the other risk disclosures that are being, or have been, provided to you as part of the Account application and opening process, and which you acknowledge you have read and understand.** The risks described below are not intended to be a comprehensive listing of all potential risks associated with your use of the Services. Additional risks that TCI does not presently know or has not identified may also materially and adversely affect you.

- The nature of virtual currency may lead to an increased risk of fraud or cyber-attack.
- Transactions in virtual currency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- The nature of virtual currency means that any technological difficulties experienced by TCI or its



affiliates or third-party service providers may prevent you from being able to access or use your virtual currency. In addition, the failure, or breach of security, of any third-party service providers that have custody of your Digital Assets could result in the loss of your Digital Assets. Any Digital Assets that are lost may not be recoverable or replaced.

- Any bond or trust account maintained by TCI for the benefit of its customers may not be sufficient to cover all losses incurred by customers (and you should not assume that TCI has or maintains any such bond or trust account).
- The market for virtual currency has historically been very fragmented, volatile and unpredictable and it will likely continue to be very fragmented, volatile and unpredictable. This volatility may make it difficult or impossible for you to purchase or sell virtual currencies when you want at prices you find attractive.
- The volatility and unpredictability of the price of virtual currency may result in significant loss over a short period of time.
- The value of virtual currency may be derived from the continued willingness of market participants to exchange legal tender for virtual currency, which may result in the potential for permanent and total loss of value of a particular virtual currency should the market for that virtual currency diminish or disappear.
- Placing contingent orders, such as limit orders, will not necessarily limit your losses to the intended amounts because market conditions may make it difficult or impossible to execute such orders.
- Some virtual currency transactions are deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction. Therefore, there may be a delay (which may be significant) between the time that you place an order for a transaction and the time that the transaction is executed.
- There is no assurance that persons and companies who accept virtual currency as payment today will continue to do so in the future, which may significantly decrease its value.
- Legislative and regulatory changes or actions at the state, federal or international level may adversely affect the use, transfer, exchange and value of virtual currency.
- Virtual currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation (FDIC) or Securities Investor Protection Corporation (SIPC) protections.
- There are various risks with using electronic and internet-based trading systems, including, but not limited to, the failure of hardware, software, technology, platforms and Internet connections, and various other Negative Events (as described under the heading **"Assumption of Risk;**

**Technical Issues or Extraordinary Events”).**

- We do not own or control, and make absolutely no representations or warranties about, the Digital Assets that we support for trading, whether with respect to their value, suitability, market or underlying blockchain technology. In addition, you should know that the underlying technology of a Digital Asset may suddenly change such that the new version of the Digital Asset is no longer compatible with existing versions or there is otherwise a permanent divergence of the Digital Asset’s blockchain (i.e., a Fork). Any such change could adversely impact the value, functionality and other characteristics of the Digital Asset. We are not responsible or liable for any losses you may incur as a result of a Fork, including any loss in the value of any Digital Assets. In addition, in the event of a Fork, we may temporarily suspend the operation of the Services (with or without advance notice to you). We, in our sole discretion, will determine whether to continue providing Services with respect to a Digital Asset that is subject to a Fork and/or whether to provide Services in connection with the new version of the Digital Asset. See the provisions under the heading “**General Terms for Transactions**” for additional information about Forks.

**15. Assumption of Risk; Your Discretion**

Your Account is solely for self-directed online investment and trading by you, based solely upon your decisions, and solely you are responsible for such decisions. In this regard, you should view your Account as no more than an online investment and trading tool. TCI does not render investment or trading advice of any kind, does not provide investment recommendations, does not provide financial planning services, and does not perform investment research or analysis for your benefit. TCI will not provide you with any legal, tax, accounting, investment, trading, planning or other advice of any kind. TCI’s employees and agents are not authorized to give you any such advice, and you agree that you will not solicit or rely upon any such advice or purported advice from any such employee or agent of TCI, whether in connection with transactions in or for your Account, or otherwise. You acknowledge and agree that if you receive any such advice or purported advice from any employee or agent of TCI or any of its affiliates, it was improperly given to you, should not be relied upon, you will totally disregard it, and, if you do not, you fully assume the risk of following or relying upon any such advice or purported advice. You further acknowledge and agree that you have independently evaluated the Services you intend to use and the Digital Assets you decide to purchase or sell. You acknowledge and agree that any trading or execution strategies or transactions implemented via the services provided by TCI or any of its affiliates will be at your sole discretion and risk, regardless of any information, examples, tutorials, user education documentation, training, consulting services, comments, guidance, charts, indicators, graphs, simulated performance reports, strategy techniques or other analyses obtained in any form from TCI or any of its affiliates or any of their respective officers, directors, employees or agents, or from accessing or using the Services. You acknowledge and agree that the sole purposes of any of the foregoing tools and services are to help you learn how better to use the Services. You further acknowledge and agree that while you may be able to access through the Services investment research

reports, examples of strategies and market data services, the availability of such information does not constitute a recommendation to purchase or sell any virtual currency or the likelihood of success of using any trading strategy tools. Any investment or trading decisions you make will be based solely on your own evaluation of your financial circumstances and investment or trading objectives. We have not made and will not make any representations or warranties concerning the Digital Assets available for purchase from or sale to us. You have not relied, and will not rely, on us in any way concerning the legal, tax, economic and other considerations involved in your purchase or sale of Digital Assets. We are not responsible for any liabilities or losses you may incur because you provide us with false, erroneous and/or incomplete information, including any incorrect Digital Asset wallet addresses.

In addition, by maintaining your Account with us and using the Services, you represent and warrant to us as follows, which representations and warranties shall remain complete and accurate so long as you maintain your Account with us:

- You have sufficient experience and familiarity with technical and business matters relating to Digital Assets and blockchain technology to adequately understand this Agreement and to appreciate all of the material risks involved in purchasing and selling Digital Assets, including potential declines in value.
- With respect to any Digital Assets you sell, transfer or deliver under this Agreement or that you otherwise maintain in your Account, you are the lawful owner of such Digital Assets, you have the absolute, unencumbered right to sell, assign, convey, transfer and deliver such Digital Assets, and such Digital Assets are free and clear of any and all security interests, liens, pledges, claims (pending or threatened), charges, escrows, encumbrances or similar rights.
- You are solely responsible for ensuring that your decisions to purchase and sell Digital Assets are made on an adequately informed basis, and you have obtained such legal, tax and other advice as you consider appropriate in connection with your use of the Services.
- You will keep a secure backup of your Account login credentials in a safe and offline environment.

## 16. Assumption of Risk; Technical Issues or Extraordinary Events

You agree that TCI will not be liable or otherwise responsible for any equipment or software failure, software design limitation or flaw, software bug or virus, failure of any internet service provider, blockchain or other underlying Digital Asset technology, Digital Asset wallet, wallet management or wallet security application or system, operator error, failure of any electronic or mechanical equipment, hardware, communication system or other system, or any component thereof, telephone or other interconnect problems, unauthorized access, theft, security breach, government restriction, exchange or market rule, suspension of trading, war, terrorism, cyberterrorism or strike or other labor dispute or other events or circumstances beyond TCI's reasonable control (each a "**Negative Event**"). Without limitation of the foregoing, this includes any of the foregoing conditions, items, events or

occurrences that might prevent you from utilizing, or that may limit or corrupt the use of, the Services, including, without limitation, conditions, items, events or occurrences that cause or result in an inability or failure to initiate, execute, cancel or modify an order or transaction or that cause other unintended results, or that result in the partial or total permanent loss of your Customer Assets. You acknowledge and agree that TCI is not responsible or liable for any third-party service providers that are selected with reasonable care. You further acknowledge and agree that you will not be compensated by TCI for any “lost opportunity” (e.g., an increase in the value of a Digital Asset you wished to purchase, or a decrease in value of a Digital Asset you wished to sell, or transactions you may make based on information shown or not shown to you which was incorrect or omitted or otherwise inaccurate or delayed in its delivery to you), even if such difficulty could have been prevented by TCI. To the fullest extent permitted by Applicable Laws, you fully assume all risks related to each and every one of the foregoing conditions, items, events and occurrences.

### **17. Unclaimed Property**

If for any reason we are holding Customer Assets in your Account on your behalf and we are unable to return your Customer Assets to you after a period of inactivity, we may then report and remit your Customer Assets in accordance with applicable state unclaimed property laws. To the extent your Customer Assets are Digital Assets, TCI may liquidate them for Legal Tender to be remitted in accordance with such applicable state unclaimed property laws, and you hereby consent to and authorize any such liquidation for such purpose on any terms and conditions, and using any method, TCI, in its sole discretion, deems appropriate.

### **18. Intellectual Property Rights**

The Services, including any Software Applications, and their entire contents, features and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), including any Digital Assets market quotes, price feeds or other market data, are owned by TCI, or its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Solely with respect to these matters, such licensors or providers to TCI are express third-party beneficiaries of this Agreement. This Agreement permits you to use the Services for your personal, non-commercial use only. No right, title or interest in or to the Services (or the contents of any Software Applications) is transferred to you, and all rights not expressly granted to you are reserved by TCI and its licensors and other providers. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Services, including any of the Software Applications (including any material contained therein), in whole or in part, except as follows:

- Your mobile device or computer may temporarily store copies of such materials incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your mobile device or web browser for display enhancement purposes.
- If we provide mobile, desktop or other applications for download, you may download a single copy to your mobile device or computer solely for your own personal, non-commercial use, subject to the terms and conditions of this Agreement.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

## 19. Trademarks

TradeStation® is a registered trademark of TradeStation Technologies, Inc., an affiliate of TCI, and is used by TCI pursuant to a trademark license. The names of TCI and each of its affiliates and all related names, logos, product and service names, designs and slogans are trademarks of TCI or its affiliates or licensors. You may not use such marks without the prior written permission of TCI. All other names, logos, product and service names, designs and slogans used in the Services and in the contents of any Software Applications used in the Services are the trademarks of their respective owners.

## 20. Feedback

If you or anyone on your behalf sends or transmits any communications or materials to TCI or any of its affiliates by mail, email, telephone or otherwise, suggesting or recommending changes to the Services or otherwise relating to TCI or the Services, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions or the like (collectively "**Feedback**"), all such Feedback is and will be treated as non-confidential. You hereby irrevocably assign to TCI all right, title and interest in, and TCI is free to use without any attribution or compensation to you or any third party, any and all ideas, know how, concepts, techniques and other intellectual property rights contained in the Feedback, for any purpose whatsoever, however TCI is not required to use any Feedback.

## 21. Third-Party Content

We may display third-party content, advertisements, links, promotions, logos and other materials on or through the Services (collectively, "**Third-Party Content**"). We do not control, endorse, guarantee, sponsor or adopt any Third-Party Content or any third parties referenced in the Services, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, regarding its accuracy or completeness. Your interactions with Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties, and TCI is not responsible or liable in any manner for such interactions or Third-Party Content. When you leave the Services and enter a third-party site or service, our terms and policies no longer apply. Third-party sites may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is entirely at your own risk.

## 22. Disclaimer of Warranties

You acknowledge and agree that neither TCI nor its affiliates or any of their respective employees or agents makes any representation or warranty with respect to any of the Services, including any related hardware, software, communication system or any charting, analysis or other trading strategy tool products, services or platforms. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES AND ANY INFORMATION, DATA, CHARTING, ANALYSIS OR OTHER TRADING STRATEGY TOOL PRODUCTS, SERVICES OR PLATFORMS ARE PROVIDED ON AN AS-IS, WHERE-IS, AS-AVAILABLE BASIS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, OR FREEDOM FROM ERROR OR INTERRUPTION), OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR USE. TCI DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN.

## 23. Limitations of Liability

**EXCEPT AS OTHERWISE SET FORTH IN THE LAST SENTENCE OF THIS SECTION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER TCI NOR ANY OF ITS AFFILIATES SHALL BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOST BUSINESS, LOST SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. YOU FURTHER KNOWINGLY AND VOLUNTARILY AGREE THAT TCI'S AND ITS AFFILIATES' MAXIMUM, CUMULATIVE, AGGREGATE LIABILITY TO YOU FOR, OR WITH RESPECT TO, ANY CLAIM OR CAUSE OF ACTION YOU HAVE OR MAY HAVE IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR ACCOUNT OR THE SERVICES, OR ANY TRANSACTIONS OR EVENTS RELATING THERETO, WHETHER IN CONTRACT, TORT OR OTHERWISE, MAY NOT EXCEED THE GREATER OF (i) \$5,000 OR (ii) THE AMOUNT OF FEES PAID BY YOU TO TCI PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO LIABILITY FOR**



**TCI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND DO NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, PROVIDED THAT YOU WAIVE YOUR ABILITY TO OBJECT TO ANY SUCH LIMITATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

#### **24. Indemnification**

You agree to indemnify and hold harmless TCI and its affiliates and their respective shareholders, officers, directors, employees and agents from and against any and all claims, liabilities, damages, judgments, settlements, awards, losses, costs, expenses and fees (including reasonable attorneys' fees and costs) arising out of or relating to your breach or violation of this Agreement or your use of the Services (including, but not limited to, the Software Applications) other than as expressly authorized in this Agreement, or to your breach or violation of any representation, warranty, acknowledgement or affirmation made by you in this Agreement or in your Account application, or any untruthful, incomplete or inaccurate information provided by you in the Account application or at any time during the Account relationship between you and TCI.

#### **25. Termination, Trading Restrictions, Liquidation**

You acknowledge and agree that TCI may, at any time, in its sole discretion and with or without prior notice, terminate your Account or restrict or prohibit purchasing, selling or trading Digital Assets or other property in your Account for any reason to the fullest extent permitted by Applicable Law. Without limitation of the breadth of the foregoing rights, TCI may in its sole discretion restrict purchasing, selling or trading in your Account to liquidating transactions only. You shall, in all such events, nevertheless remain responsible and liable for all of your obligations and liabilities to TCI and its affiliates under this Agreement and all other agreements and documents referenced herein or that otherwise are part of the Account application process. If your Account is terminated or if purchasing, selling or trading in your Account is restricted, we are under no obligation to provide the reason(s). You further agree that, notwithstanding anything in this Agreement to the contrary, in the event that we suspect you have breached any provision of this Agreement, or otherwise engaged in any improper activity, we have the right to liquidate all or any part of your positions through any means available, without prior notice to you, and provided that our judgment was not totally capricious or arbitrary, we shall have no liability to you as result of our decisions.

In addition, TCI may, at any time, in its sole discretion and with or without prior notice, (a) change, improve or correct the information, materials and descriptions on any TradeStation websites, (b) suspend and/or deny you access to the Services for scheduled or unscheduled maintenance, upgrades, improvements or corrections, or (c) discontinue or change any of the Services (collectively, "**Changes**"). In the event that we discontinue providing Services with respect to certain Digital Assets, we may require you to transfer any such Digital Assets in your Account elsewhere. If you do not promptly cooperate to properly transfer such Digital Assets elsewhere after we have requested you to do so,

TCI may, in its sole discretion, liquidate such Digital Assets in your Account, on any terms and conditions, and using any method, TCI, in its sole discretion, deems appropriate, and then transfer such liquidated assets in your Account to your TSS Equities Account, and you hereby expressly authorize TCI to do each of the foregoing acts. We are under no obligation to offer you the ability or opportunity to transfer your Digital Assets elsewhere, and we may take any and all actions permitted in this Agreement without doing so. WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSSES THAT MAY BE INCURRED AS A RESULT OF A SERVICE RESTRICTION OR CANCELLATION OR ANY CHANGES, INCLUDING ANY LIQUIDATION OF YOUR DIGITAL ASSETS OR OTHER ACTIONS AUTHORIZED IN THIS SECTION.

You may close your Account at any time by contacting the TradeStation Client Services department. Closing an Account or terminating Services will not affect your obligations and liabilities incurred prior to closure or termination.

## **26. Monitoring and Review**

It is your responsibility to monitor your orders and transactions and review all confirmations, statements, notices, reports and other communications related to any transaction ordered or executed via the Services. It is your obligation to make prompt written demand to TCI for any such item not received.

## **27. Market or Other Data**

You acknowledge and agree that each supplier of market or other data asserts a proprietary interest in all of the data it furnishes to parties that disseminate its data. YOU ACKNOWLEDGE AND AGREE THAT NEITHER TCI NOR ANY SUPPLIER OF MARKET OR OTHER DATA GUARANTEES THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, RELIABILITY OR CONTENT OF MARKET OR OTHER INFORMATION OR MESSAGES DISSEMINATED TO, BY OR THROUGH ANY PARTY, INCLUDING ANY INTERNET SERVICE PROVIDER. YOU ACKNOWLEDGE AND AGREE THAT NEITHER TCI NOR ANY SUPPLIER OF MARKET OR OTHER DATA REPRESENTS OR WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. YOU AGREE THAT YOUR USE OF ANY MARKET OR OTHER DATA IS SOLELY AT YOUR RISK. NEITHER TCI NOR ANY SUPPLIER OF MARKET OR OTHER DATA SHALL BE LIABLE FOR ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, ANY SUCH DATA, INFORMATION OR MESSAGE, OR THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE, OR ANY LOSS OR DAMAGE ARISING OR OCCASIONED THEREFROM, REGARDLESS OF THE SOURCE, CAUSE OR REASON THEREFOR. You understand that these terms of this Agreement may be enforced directly against you by the suppliers of market or other data. You shall use any such data or information (including quotes) only for your individual use and shall not furnish such data to any other person or entity.

## 28. Use of Investment Advisors

If you have an agreement with an investment or trading advisor or manager or other third party (an “**investment advisor**”) whom you have engaged to advise you and/or assist you regarding investment and trading of your Customer Asset, and/or whom you have authorized to trade your Account with TCI (assuming that TCI has permitted an authorized trader to trade in your Account, which TCI may or may not permit in its sole discretion), you represent, warrant, acknowledge and agree that (a) as between you and TCI, solely you are fully responsible for all acts, omissions and decisions and advice made by your investment advisor with respect to your Account, and you shall fully indemnify and hold harmless TCI and its affiliates and their respective shareholders, officers, directors, employees and agents from and against any and all claims, liabilities, damages, judgments, settlements, awards, losses, costs, expenses and fees (including reasonable attorneys’ fees and costs) that arise from, or relate to, any of such acts, omissions or decisions, including, but not limited to, claims, liabilities, damages, judgments, settlements, awards, losses, costs, expenses and fees assertible or suffered by you or your Account, and claims which others may assert by or through you or on your behalf, or on their own behalves.

## 29. Confirmation Reports and Account Statements

Confirmation reports of the execution of orders and monthly statements of account(s) and valuations are available in the client center on the TradeStation company website. Confirmation reports of the execution of orders shall be conclusive if not objected to in writing by you within the shorter of (a) the applicable settlement cycle of the subject transactions (which may be one (1) Business Day) or (b) three (3) Business Days after such documents have been transmitted to you. Statements of account(s) shall be conclusive if not objected to in writing by you within ten (10) days after transmission. In all cases, TCI reserves the right to challenge your objections.

## 30. Collection and Other Account-Related Costs

You hereby agree to pay, on demand, all reasonable costs, fees, expenses, liabilities and damages incurred by TCI, as the case may be (collectively, “**Costs**”), in connection with (a) enforcing its rights hereunder, or (b) any investigation, litigation or proceeding involving your Account or any property therein, or (c) the use or access by you, or any other person authorized to act on your behalf, of any of the Services, or (d) any breach or failure by you to perform any term or provision of this Agreement, any other agreement between you and TCI or any of its affiliates or any other agreement or document referenced herein, or (e) TCI acting in reliance upon your instructions or the instructions of any person authorized to act on your behalf. In each case, and whether or not demand has been made therefor, you hereby authorize TCI to charge your Account for any and all such Costs.

### **31. Estate Issues**

You agree that, in the event of your death, the survivor(s) or the estate shall immediately give TCI written notice of your death, and TCI may, before or after receiving such notice, take such actions, require such documentation (e.g., inheritance or estate tax waivers or federal transfer certificates), retain such portion of your Account and restrict financial transactions in your Account (e.g., transfers, deposits and withdrawals), in each case as required by law, TCI's policies or as TCI deems advisable to protect TCI against any tax, liability, penalty or loss under any present or future laws or otherwise. Your estate and your Account shall be jointly liable for all costs (including reasonable attorneys' fees and costs) TCI may incur in connection with the disposition of your Account and related assets and liabilities in the event of your death, disability or dissolution.

### **32. Waiver; Assignment**

Neither TCI's failure to insist at any time upon strict compliance with the terms of this Agreement, nor any continued course of such conduct on its part, shall constitute or be considered a waiver by TCI of any of its rights, defenses or privileges hereunder. Except as specifically permitted in this Agreement, no provision or condition of this Agreement can be, or should be deemed to be, waived, altered, modified or amended unless specifically agreed to in writing by a duly authorized officer of TCI (President, Chief Financial Officer, Chief Operating Officer, General Counsel and Chief Compliance Officer are the only officers duly authorized for this purpose). TCI's failure to enforce any provision or condition of this Agreement shall not be deemed a waiver of the requirements of said provision or condition or any other provision or condition. Any assignment of your rights and obligations under this Agreement or your interest in any property held by or through TCI without obtaining the prior written consent of an authorized representative of TCI shall be null and void. TCI reserves the right to assign any of its rights or delegate any of its obligations under this Agreement without prior notice to you and without any requirement to obtain your prior consent, except as otherwise required by Applicable Laws.

### **33. Entire Agreement**

This Agreement, together with the other agreements, disclosures and other documents which you acknowledged and agreed to when you applied for your Account, constitute the entire agreement between you and us and supersede any prior agreement or understanding of any kind, oral or written, between you and us with respect to the subject matter thereof.

### **34. Legally Binding**

You hereby agree that the terms of this Agreement shall be binding upon you and your estate, heirs, executors, administrators, personal representatives, successors and assigns.

### 35. Amendment By TCI; Consent to Electronic Delivery of Communications

Communications may be sent to you at your postal or electronic mail address or at such other address as you may hereafter specify in writing or may be delivered by posting them in TCI's Software Applications or by other means of electronic communication. All communications so sent, whether by posting, mail, e-mail, telegraph, messenger or otherwise, shall be deemed received on the earliest date sent or published, whether or not actually received or reviewed. Communications include: (a) this Agreement as well as any other agreements, disclosures and other documents that relate to your Account, including any modifications or amendments to any such documents; (b) Account details, history, transaction receipts, confirmations and any other Account or transaction information; (c) legal, regulatory and tax disclosures or statements we may be required to make available to you; and (d) communications related to claims or customer support inquiries in connection with your Account. You hereby consent to electronic delivery of such communications. In order to access and retain electronic communications, you will need the following computer hardware and software: (i) a device with an Internet connection; (ii) the latest (non-beta) version of either Google® Chrome or Safari® web browsers; (iii) a valid email address (your primary email address on file with TCI); and (iv) sufficient storage space to save past communications or an installed printer to print them. Documents may be provided in Hyper Text Markup Language (HTML), Portable Document Format (PDF) or other compatible formats. In order to access PDF documents, you must have Adobe® Acrobat® Reader software, which is available for download at no cost at <http://www.adobe.com>. You may withdraw your consent to receive electronic delivery of communications by contacting the TradeStation Client Services department. If you withdraw your consent to receive electronic delivery of communications, TCI reserves the right to close your Account or charge you additional fees for paper copies of communications.

Modifications and amendments of or to this Agreement (including, but not limited to, changes in our compensation, including imposition of additional or different types of compensation or costs, such as changes to spreads, Fees and/or costs) may be posted in TCI's Software Applications and shall be effective as of the date posted (unless stated by TCI that it will become effective at a later date). You acknowledge and agree that TCI may, at any time, in its sole discretion, modify or amend the terms of this Agreement or your access to any of the Services. TCI will provide its customers with prior notice of any modifications or amendments to this Agreement that are associated with TCI's products, services or activities. Your continuing to accept, access, or use any of the Services after said modification or amendment is published, posted or sent shall conclusively be deemed your express acceptance of all said modifications or amendments in exchange therefor and of your acknowledgment of, and agreement to, the full Agreement then in effect. If you find any part of the Agreement unacceptable to you at any time, you must immediately discontinue your use of the Services. You can always review the latest Agreement at any time on the TradeStation company website.

In addition to, and without in any way limiting the breadth or scope of any of the foregoing provisions, you acknowledge and agree that notices and other communications delivered, faxed, sent by express delivery service, e-mailed or mailed to the address (and/or e-mail address) provided by you shall, until TCI has received notice in writing of a different address, be deemed to have been personally delivered to you whether actually received or not. Notices and other communications may also be provided to you verbally. Such notices and other communications left for you on your voicemail or otherwise, including, but not limited to, any demands of immediate payment of your obligations, shall be deemed to have been delivered to you, whether actually received or not. You understand that there is a risk of failure of any electronic transmission, and you will not hold TCI liable, directly or indirectly, for any such failure. If you fail to receive a statement or confirmation of activity of which you are aware, you will contact a TCI Client Service representative at the Client Service telephone numbers posted in the Software Applications or in the TradeStation company website or client center on the Business Day following the day of any such activity.

None of the foregoing provisions is intended to suggest or imply that any notice is required to be given to you as a condition to TCI exercising or enforcing any of its rights or remedies under this Agreement, and you understand and acknowledge that TCI may act without or before providing you with notice of any kind, in its sole discretion, to the fullest extent permitted and authorized by this Agreement and Applicable Laws. Notices and other communications from you to TCI shall be in writing. You hereby authorize TCI to accept facsimile or scan/email/PDF copies of any instruction or document as if it were the original, delivered in person, and to accept facsimile or typed signatures as if they were originals delivered in person. Furthermore, you agree that your electronic signature shall have the same force and effect as a manual signature. As used herein, the term “**electronic signature**” means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a person or entity with the intent to sign such record.

### **36. Ownership and Confidentiality**

You acknowledge and agree that nothing in this Agreement or any other agreement with TCI or any of its affiliates shall constitute the sale of any equipment, software, hardware, procedure or system utilized by the Services, including any of the Software Applications (collectively, “**Technology**”). Without limiting any of the other provisions of this Agreement, you hereby agree to keep confidential and not disclose, copy, transfer, reverse engineer or modify any Technology, whether or not said Technology is actually owned by TCI, its affiliate or a third party.

In connection with your access to or use of the Services, we may provide you with or you may otherwise come into possession of nonpublic information relating to us, our affiliates or the Services (“**Confidential Information**”). You agree that you will maintain all Confidential Information in strict confidence, and you will not disclose it to any person or entity without our express written consent. You further agree not to use any Confidential Information for any purpose, commercial or otherwise. Confidential Information does not include information that, at the time disclosed, is generally available



to and known by the public other than through a violation of this Agreement by you or becomes available to you from a third party that is not prohibited from disclosing or using that information. In connection with any dispute, the Technology and any Confidential Information shall be disclosed, if at all, only upon the issuance of protective order(s) effectively limiting disclosure to maintain confidentiality.

### **37. Disclosure of Status**

You agree to promptly notify TCI in writing (if you have not done so in your Account application) if you are now or if you become engaged in the activities of a “money services business” (whether or not registered as such) as defined in the rules and regulations promulgated under the Bank Secrecy Act and guidance and interpretations promulgated thereunder by FinCEN. Except as otherwise specifically set forth in your Account application, you represent and warrant that you are not engaged in any such activities.

### **38. Monitoring and Recording Conversations**

All communications between you and TCI by telephone, computer link, live chat or any other satellite, cable or telecommunications device or method may or will be monitored, recorded and archived by TCI and may be used and shall be admissible in connection with any investigation, inquiry or dispute that may arise, or for any valid or legitimate business purpose that does not violate our **Privacy Notice**. You voluntarily and knowingly acknowledge and irrevocably consent to all of such monitoring, recording and archiving of your communications with TCI, its affiliates and their respective employees and agents, and acknowledge and agree that no further notice or consent is necessary.

### **39. Power of Attorney**

You hereby irrevocably appoint TCI, with full power as your true and lawful attorney-in-fact, to the fullest extent permitted by Applicable Laws, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that TCI deems reasonably necessary or advisable to accomplish the purposes of this Agreement.

### **40. Independence**

Nothing in this Agreement shall be construed as, or to create, a joint venture, agency, partnership or other similar relationship between the parties.

### **41. Choice of Law**

All matters relating to the Services or this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including, but not limited to, non-contractual disputes or claims), shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). You agree that this Agreement has been executed and delivered, and that

the performance of the transactions contemplated by this Agreement will be, or will have been performed, in the State of Florida. **Also, see the “Arbitration” section below.**

## 42. Arbitration

**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION AGREEMENT, WHICH IS SET FORTH BELOW IN THIS SECTION. BY ACCEPTING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by a judge or jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators generally are not required to explain the reason(s) for their decisions.
- The panel of arbitrators may or may not include arbitrators who have experience with Digital Assets.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

**(a) You agree that any and all controversies, disputes or claims which may arise out of or relate to your Account, the Services or this Agreement, or under or relating to any right, obligation or provision in this Agreement, between you and TCI (or any of its past or present shareholders, officers, directors, employees or agents), shall be settled and otherwise determined by arbitration conducted before the American Arbitration Association in accordance with its arbitration rules then in force. Venue for any such arbitration proceeding shall be proper only in Miami-Dade County, Florida or Broward County, Florida. You acknowledge, represent and agree that this Agreement has been, and for all purposes shall be deemed to have been, executed, delivered and substantially performed in the State of Florida, and you irrevocably consent to exclusive personal jurisdiction in the State of Florida. You acknowledge, confirm and represent to TCI that you have no objection to TCI asserting, referring to or relying upon any of your representations and agreements in this paragraph in any proceeding in which appropriate venue for arbitration is an issue or is in dispute, and that you have no objection to the decision-maker who will decide the issue or dispute about appropriate venue placing considerable weight on your representations and agreements made in this paragraph. Judgment upon any award of the arbitrators may be entered in any court, state or**

federal, having jurisdiction thereof. No person or entity shall bring a putative or certified class action to arbitration, or seek to enforce any pre-dispute arbitration agreement against any person or entity who has initiated in court a putative class action or who is a member of a putative class, who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the person or entity is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

(b) Notwithstanding the provisions of subparagraph (a) above, either party may, at any time prior to the initial arbitration hearing pertaining to a dispute or claim, seek by application to the U.S. District Court for the Southern District of Florida or the Circuit Court of the 11th Judicial Circuit In and For Miami-Dade County, Florida, or Circuit Court of the 17th Circuit In and For Broward County, Florida, any such temporary or provisional relief or remedy ("provisional remedy") provided for by the laws of the United States or the laws of the State of Florida as would be available in an action based upon such dispute or claim in the absence of an agreement to arbitrate. The parties acknowledge and agree that it is their intention to have any such application for a provisional remedy decided by the court to which it is made and that such application shall not be referred to or settled by arbitration. No such application to either said court for a provisional remedy, or any act or conduct by either party in furtherance of or in opposition to such application, shall constitute a relinquishment or waiver of any right to have the underlying dispute or claim with respect to which such application is made settled by arbitration in accordance with subparagraph (a) above.

(c) With respect to any application for a provisional remedy and any application for judgment on an arbitration award, each party irrevocably (i) submits to the jurisdiction of the U.S. District Court for the Southern District of Florida or the Circuit Court of the 11<sup>th</sup> Judicial Circuit In and For Miami-Dade County, Florida or Circuit Court of the 17th Circuit In and For Broward County, Florida, and (ii) waives (with respect to provisional remedy proceedings) any objection which it may have at any time to the laying of venue of any proceedings brought in any such court, waives (with respect to provisional remedy proceedings) any claims that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party.

(d) You hereby agree to receive service of process in connection with any legal matters or actions or proceedings based upon, arising out of or relating in any way to this Agreement by confirmed, return-receipt requested mail and that delivery shall be presumed if such service is mailed to the address maintained by TCI in its records and the requested receipt is returned.

(e) If you have opened a TSS Equities Account, you acknowledge and agree that your TSS Equities Account is separate from your Account and is not covered by this Agreement, but rather solely by your TSS Customer Agreement, which you confirm you agreed to and accepted before or at the time your Account was approved and opened. Without limiting the breadth of the foregoing

acknowledgment and agreement by you, you understand and agree that the *pre-dispute arbitration agreement and other dispute-resolution provisions of this Agreement* cover disputes relating only to your Account (under this Agreement), and do not cover disputes in any way relating to your TSS Equities Accounts or the TSS Customer Agreement, whatever the basis or nature of such disputes, which are covered solely by the *pre-dispute arbitration agreement and other dispute-resolution provisions of the TSS Customer Agreement*. You understand and accept that the arbitration forum requirements, and related procedures and mechanisms, as well as the jurisdiction and rules of arbitration that apply, are significantly *different* in this Agreement (for Account disputes) compared to what they are in the TSS Customer Agreement (for TSS Equities Account disputes). You represent, acknowledge and agree that you will not initiate any arbitration for any dispute (or component of any dispute) that in any manner relates to a TSS Equities Account under any provision of this Agreement (including but not limited the *pre-dispute arbitration and other dispute-resolution provisions of this Agreement*), and that you are estopped from asserting that any provision of this Agreement, including its *pre-dispute arbitration agreement and other dispute-resolution provisions*, should be applied to or govern any part of any dispute which relates to a TSS Equities Account. Similarly, you represent, acknowledge and agree that you will not initiate any arbitration for any dispute (or component of any dispute) that in any manner relates to your Account under any provision of the TSS Customer Agreement (including but not limited the *pre-dispute arbitration and other dispute-resolution provisions of the TSS Customer Agreement*), and that you are estopped from asserting that any provision of the TSS Customer Agreement, including its *pre-dispute arbitration agreement and other dispute-resolution provisions*, should be applied to or govern any part of any dispute which relates to your Account. You are making these representations, acknowledgements and agreements with the full understanding that if a dispute arises that you believe relates to both your Account and your TSS Equities Account to any extent or degree, such dispute will, unless you, TCI and TSS at that time otherwise agree, be adjudicated in two separate dispute-resolution proceedings in two separate forums, and two separate venues, under two separate sets of arbitration rules and procedures.

#### 43. Limitation of Time to File Claims

**ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR ACCOUNT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. YOU AGREE TO THIS PROVISION VOLUNTARILY, UNDERSTANDING THAT IT MAY NEGATIVELY AFFECT YOUR RIGHTS AND REMEDIES AGAINST TCI, AND FURTHER UNDERSTAND AND ACKNOWLEDGE THAT TCI WOULD NOT HAVE OPENED YOUR ACCOUNT OR AGREED TO DO BUSINESS WITH YOU IF YOU HAD NOT AGREED TO THIS.**

#### 44. Waiver of Jury Trial

WITH RESPECT TO PROVISIONAL REMEDY PROVISIONS, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, REMEDY OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES OR YOUR ACCOUNT, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THIS AGREEMENT; AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. EACH OF THE PARTIES FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, EACH OF THE PARTIES HEREBY CERTIFIES THAT NONE OF ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT IT WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE ACCEPTANCE OF THIS AGREEMENT BY THE OTHER PARTY HERETO.

#### 45. Severability

If any term, provision or condition of this Agreement shall be held to be invalid or unenforceable by reason of any law, rule, administrative order or decision by any court, or regulatory or self-regulatory agency or body, or in arbitration, said term, provision or condition shall be deemed modified only to such extent as is necessary to correct the invalidity or unenforceability and shall not affect the validity and enforceability of this Agreement or any other term, provision or condition of this Agreement, and the intent of this Agreement and that term, provision or agreement shall be honored to the fullest possible extent in the circumstances.

#### 46. Interpretation

For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto, and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections refer to the sections of this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder. The heading

of each section or paragraph of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in such provision.

#### **47. Consent to Identification Procedures, Credit Reports and Other Information**

You voluntarily and knowingly consent to the following: TCI may use your Personal Information to comply with applicable federal, state, local, quasi-governmental, self-regulatory and other laws, rules, regulations, recommendations, interpretations, authorizations, licenses and registrations, and other Applicable Laws, or for any valid or legitimate business purpose. The purposes for the use of Personal Information include, but are not necessarily limited to, verification of your identity and other factual information you present to us, verification that you are not listed as a specially designated national or blocked national by OFAC and to investigate or verify your creditworthiness, business history and your history with legal and administrative authorities. Whatever procedures are used by TCI shall not violate the terms of its **Privacy Notice**. You authorize TCI, in its sole discretion, to make or obtain reports concerning your credit standing, business conduct and history with legal, regulatory and administrative authorities. You may make a written request for a description of the nature and scope of the credit reports made or obtained by TCI and the same will be provided to you within a reasonable period of time. You further agree to provide TCI, upon request, with such additional information or certifications as may be required by TCI or Applicable Laws.

#### **48. Cumulative Rights**

The rights, remedies, benefits and privileges of TCI under (a) this Agreement, (b) any other written agreement or document referenced in this Agreement, and (c) any written agreement with an affiliate of TCI (collectively, the "**Related Agreements**"), whether part of the Account application or otherwise, are cumulative and shall be interpreted to convey to and upon TCI and its affiliates the broadest, most expansive, most enforceable rights, remedies, benefits and privileges. Any inconsistencies or conflicts between or among any of the Related Agreements shall be disregarded, as TCI may at any time, or from time to time, choose, so that TCI may enjoy, to the fullest extent possible, the right, remedy, benefit or privilege that it, at any time or from time to time, seeks to assert, enforce or avail to itself.

#### **49. Breach, Bankruptcy or Default**

TCI may, in its sole and absolute discretion, elect to consider you in default of this Agreement, if: (i) you do not pay any liability or perform any obligation to TCI by the time you are obligated to do so; (ii) you otherwise breach, repudiate or default under this Agreement or any other agreement you may have with TCI or any of its affiliates (whether or not related to your Account or the Services) or service providers; (iii) you commence a proceeding in bankruptcy or insolvency or one is commenced against you; (iv) any guarantor, co-signer or other party (a "**Responsible Party**") liable, or providing security for, any of your liabilities or obligations to TCI or any of its affiliates or service providers defaults in an obligation or commences a proceeding in bankruptcy or insolvency or one is commenced against it; (v) an attachment is made against your or a Responsible Party's account(s) with TCI or any of its affiliates;



(vi) a receiver is appointed with respect to you, any of your assets or the assets of a Responsible Party; (vii) if you are a natural person, you die or become incompetent, or, if you are an entity, you merge, liquidate, sell a material portion of your assets (directly or indirectly) or dissolve; or (viii) an event, circumstance or condition occurs that, in TCI's judgment (which shall be conclusive unless it is exercised totally arbitrarily or capriciously), materially impairs your trustworthiness, your ability to timely perform any of your obligations, or otherwise causes TCI to view itself (or any entity that is a part thereof) as insecure or at risk.

## 50. Satisfaction of Your Liabilities; Security Interest and Lien

(a) You agree to satisfy, upon demand or when due (even if no demand is made), any and all indebtedness, obligations and liability (of any kind or nature) to TCI on the date due or, if no specified due date, no later than the deadline set by TCI; any such deadline may and shall be determined or modified by TCI, subject only to limitations imposed by Applicable Laws, in TCI's sole and absolute discretion ("**Obligations**").

(b) All of your property held by or under the control of TCI is subject to a lien to secure the payment and performance of your Obligations to TCI, and you hereby grant to TCI a lien on, and a valid and first priority, perfected, continuing security interest in, the following: (i) all property, including all investment property, held, carried or controlled by or through, or on our behalf by, TCI in which you presently have or in which you acquire an interest in the future, including all property in each account in your name, and (ii) any and all rights, claims or causes of action you may now or hereafter have against TCI or its affiliates, employees or agents, and (iii) all other assets and property, tangible or intangible, fixed, contingent or mixed, of any kind or nature owned by you that are held, carried or controlled by or through, or on behalf of, TCI or any of its affiliates, or which TCI or any of its affiliates has the power to access, possess or control, and (iv) all proceeds of, or distributions on, any of the foregoing (collectively, (i) through (iv) are referred to in this Agreement as "**Collateral**").

(c) Any and all Collateral is held by TCI as secured party, and as agent and bailee for TCI and any other entity that is part of TCI. TCI, holding Collateral, may, without your further consent, give, comply with and implement (i) entitlement orders or instructions with respect to the Collateral and (ii) any instructions to apply any value distributed on account of any Collateral. Additionally, TCI, holding Collateral, has the right not to comply with (x) any entitlement order or instruction from you or a third party with respect to the Collateral and (y) any instruction from you to apply any value on account of any Collateral, if TCI decides or instructs that such order or instruction not be complied with in order to maintain security for the payment and performance of your Obligations to it. You agree that the actions of TCI in not complying with orders or instructions as allowed in the preceding sentence satisfy any duties it may have under the Uniform Commercial Code of any state or jurisdiction ("**UCC**"), and you further agree that TCI's rights and remedies against you as debtor and in its favor as secured party are, and shall be, the broadest possible rights under the applicable UCC, and all notices and elections necessary to have those broadest possible rights are hereby deemed specifically given.

(d) You agree that this Agreement, and that you have acknowledged and accepted this Agreement, shall constitute notice of the security interest granted to TCI to any and all persons and entities to whom giving notice is appropriate or required.

(e) The reasonable costs and expenses of collection of any of your Obligations, including but not limited to attorneys' fees and expenses, shall be payable by you to TCI.

(f) In order more fully to secure the payment and performance of any of your Obligations to TCI, it may, to the fullest extent permitted by Applicable Laws, without prior notice to you, use, apply or transfer Collateral as it determines. Without limiting the foregoing, TCI may transfer your Digital Assets from your Account to satisfy your Obligations to TCI and/or liquidate your Digital Assets and use the proceeds from such liquidation to satisfy your Obligations to TCI. TCI shall have recourse to all of your assets held in any account in your name to satisfy your obligations to TCI, including, without limitation, your obligations under this Agreement. Unless otherwise agreed in writing, TCI may register and hold Collateral in its name or the name of one or more designees. You authorize TCI to instruct any of its affiliates holding Collateral to liquidate such Collateral and deliver the proceeds thereof to TCI, and for TCI to apply same against and to satisfy your Obligations, in whole or in part, with or without notice to you, and you shall hold TCI and any such affiliate harmless with respect to any such instruction, liquidation, delivery and application, and you consent that such affiliate has the right to engage in the foregoing actions no differently than if such affiliate was the creditor and secured party.

(g) In addition, TCI may, to the fullest extent permitted by Applicable Laws, without prior notice to you, use, apply or transfer Collateral as it determines in order to satisfy any and all indebtedness, obligations and liability (of any kind or nature) that you have or owe to any of TCI's affiliates ("**Obligations to TCI Affiliates**"). Without limiting the foregoing, TCI may transfer your Digital Assets from your Account to satisfy your Obligations to TCI Affiliates and/or liquidate your Digital Assets and use the proceeds from such liquidation to satisfy your Obligations to TCI Affiliates. TCI shall have recourse to all of your assets held in any account in your name to satisfy your Obligations to TCI Affiliates, including, without limitation, your obligations under any agreement between you and any of TCI's affiliates. You hereby agree to hold TCI and its affiliates harmless with respect to any actions taken by TCI or its affiliates pursuant to this Section.

(h) You appoint TCI with full power as your true and lawful attorney-in-fact, to the fullest extent permitted by Applicable Laws, for the purpose of perfecting the security interest granted in this Agreement and taking any action and executing any instrument that TCI deems necessary or advisable to accomplish the purposes of this Agreement, including, but not limited to, the full exercise and enforcement by it of its rights as secured party hereunder.

(i) Notwithstanding anything to the contrary contained in this Section, or in this Agreement, and to clarify the purpose, meaning and intent of this Section and any other provisions relating to security interests in any of your assets, in no event are any assets in any ERISA plan account or IRA account you

may have with TCI collateral or security for any of your obligations to TCI or any of its affiliates, and in no event are any assets of yours in any account you have with TCI or any of its affiliates collateral or security for any of your obligations under any type of ERISA plan account or IRA account you may have with TCI, and, in all such cases, and for the avoidance of doubt, no such security interest has ever been created.

## 51. Export Controls

The Services, including any software, documentation and any related technical data included with, or contained in, the Services (collectively, "**Regulated Products**"), may be subject to United States export control laws, rules and regulations, including the Export Administration Regulations. You shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Products to any country, territory or other jurisdiction to which, or to any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable U.S. or non-U.S. law, rule or regulation. You shall be responsible for any breach of this paragraph by you and your affiliates, agents and representatives.

## 52. Prohibited Activities and Prohibited Customers.

The following categories of persons, businesses and business activities are restricted from using the Services. By accessing or using the Services, you are confirming that you are not within the following categories of persons and that you will not use the Services in connection with the following businesses or business activities unless you have received prior written approval from TCI.

- Embassies or foreign consulates
- Individuals with noted activity, such as conviction(s) or no contest plea(s) (e.g. nolo contendere) classified either as a felony or a misdemeanor involving fraud or dishonesty (including all financial crimes)
- Entities that lack a physical presence in any country (e.g., foreign shell entities or shell accounts)
- Parallel banking, concentration accounts, U.S. dollar drafts, payable-through-accounts, or pouch activities numbered accounts (accounts designating a number rather than a name as the account name)
- Any account requesting confidential handling of the account holder's or any beneficial owner's name, mailing of confirmations and statements, etc.
- Entity accounts where the entity has issued or reserves the right to issue bearer shares at any given time
- Lending activities, e.g., lines of credit, credit extensions, mortgages, consumer loans
- Private banking

- Unregistered Money Service Businesses participating in the unlicensed issuance or exchange of cryptocurrency for real currency, funds, or other cryptocurrency
- Cash-intensive businesses (such as check cashing businesses, pawn shops, and car dealerships); bail bonds; collections agencies
- Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis
- Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs
- Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually related services such as prostitution, escorts, pay-per view, adult live chat features
- Pyramid schemes, network marketing, and referral marketing programs
- Casinos; lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance
- Arms dealers and private military firms
- Precious metals and stones dealers
- Bitcoin ATMs (without necessary controls and appropriate AML policies and procedures)

### 53. State License Disclosures

***This Agreement (which, by its definition, includes your Account application) includes (in the Account Agreements page of the Account application where this document and related disclosure documents are listed) a prominent link, titled "U.S. States Where TradeStation Crypto is Licensed or Permitted to do Business and Related Notices and Information," which sets forth all U.S. states where TCI is licensed or permitted to conduct cryptocurrency business as herein described, as well as any notices, license information, or other important notices or information concerning customer complaints or other matters, which TCI is required to disclose to you as part of your customer agreement with TCI. You acknowledge and confirm that you have reviewed such information as applicable to your state of residence, and that it constitutes part of this Agreement.***