Morton St. Trading Investments, LLC

Futures Commission Merchant Customer Agreement

BY AGREEING TO THIS AGREEMENT AND OPENING OR USING AN ACCOUNT, YOU EXPRESSLY AGREE TO THE TERMS OF THIS AGREEMENT AND ANY OTHER AGREEMENTS OR TERMS INCORPORATED INTO IT. CLICKING OR TAPPING "SUBMIT INFORMATION", "AGREE" OR ANY SIMILAR BUTTON OR ACKNOWLEDGEMENT AS PART OF THE APPLICATION PROCESS, IS LEGALLY EQUIVALENT TO MANUALLY SIGNING THIS AGREEMENT, AND YOU WILL BE LEGALLY BOUND BY THIS AGREEMENT WHEN YOU CLICK OR TAP SUCH BUTTON.

By signing this agreement with Morton St Trading Investments, LLC d/b/a Fanatics Markets FCM ("**Company**" or "**we,**" "**us**," or "**our**"), the undersigned customer ("**Customer**," or "**you**," "**your**," or "**yours**"), consents and agrees to the terms and conditions set forth in this Customer Agreement, as well as any supplemental agreements and disclosures, as amended or supplemented from time to time (collectively, the "**Agreement**"), in consideration of the Company agreeing to act as your broker in the execution, clearance or settlement of transactions in Contracts (as defined below) on your behalf.

This Agreement is binding, as applicable, on your heirs, executors, administrators, successors, and assigns, and will inure to the benefit of the Company and our successors or assigns.

1. SELECT DEFINITIONS

The following terms used in this Agreement have the meanings set forth below, unless otherwise defined herein:

"**Account**" means each account that Customer opens with the Company or in which it maintains an interest for the trading of Contracts that may be purchased, sold, carried, or cleared through the Company in the Company's capacity as an FCM and means all such accounts together if Customer has more than one account, unless the context requires otherwise.

"**Affiliate**" means each entity, present or future, that controls, is controlled by, or is under common control, directly or indirectly, with the Company.

"**Affiliate Account**" means any account the Customer maintains with an Affiliate.

"**Applicable Law**" means (i) the CEA and any other statute or law; (ii) any regulation, rule, order or interpretation of the CFTC or of any other governmental authority; (iii) any regulation, rule or order of the NFA; and (iv) the constitution, by-laws, rules, interpretations and customs of any applicable exchange, clearing organization or other self-regulatory organization, in each case as applicable to you or to us with respect to conduct under this Agreement.

"**CEA**" means the U.S. Commodity Exchange Act.

"**CFTC**" means the U.S. Commodity Futures Trading Commission.

"**Collateral**" has the meaning set forth in Section 7.

"**Contracts**" means any futures, options on futures, commodity options, swaps, event contracts or other derivatives contracts and all interests therein, including any other cash transactions or any similar interests that may be purchased, sold, carried, or cleared through the Company in our capacity as a CFTC-registered futures commission merchant.

"**Company Content**" means all information, tools, and services available on the Platform (other than Services provided by the Company or by any third party).

"**Company Parties**" means collectively the Company, our Affiliates, and our and their respective managers, officers, directors, employees, or agents.

"**Covered Parties**" means collectively the Company Parties and any Third-Party Provider and each Third-Party Provider's respective licensors, employees, distributors, or agents.

"**FCM**" means futures commission merchant.

"**Margin**" means the minimum amount of funds that must be deposited in order to initiate Contracts trading or to maintain open positions in Contracts.

"**NFA**" means the National Futures Association, of which the Company is a member.

"**Services**" means collectively the Platform, any other website, platform, or related services provided by the Company or our Affiliates that enables you to place trades in your Account, excluding Company Content.

"**Technology Terms**" has the meaning set forth in Section 18.

"**Third-Party Provider**" means any third party that provides content, information, tools, or services through the Platform, such as market data, reports, alerts, calculators, or financial and investment tools.

"**Platform**" means the Company's internet website ("**Website**") together with the Company's mobile application ("**Application**") through which we offer the Services.

"**Platform Technology**" has the meaning set forth in Section 18.

2. THE COMPANY'S STATUS AND SERVICES

The Company is registered with the CFTC under the CEA as an FCM and is a member of the NFA in that capacity. As such, the Company may act as Customer's broker for Contracts and hold Customer's funds in connection therewith.

Through the Services, the Company facilitates access to one or more designated contract markets registered with the CFTC (each, a "DCM"), on which users may trade Contracts. Contracts executed on a DCM are submitted for clearing to a derivatives clearing organization registered with the CFTC (each, a "DCO"). The services, systems, and functionality provided by the DCMs and DCOs are referred to collectively as the "Trading Venue Services." The Trading Venue Services are owned and operated by the applicable DCMs and DCOs and not by the Company.

As a FCM, the Company provides customers with connectivity to DCMs and access to clearing through DCOs but does not participate in the operation, management, or control of any DCM, DCO, or Trading Venue Services. While eligible users may utilize the Services to submit orders for Contracts, the Company's role is limited to transmitting customer orders and related information to the relevant DCM and facilitating the clearing of executed Contracts through a DCO. The Company does not list, create, match, execute, or otherwise operate any market on which Contracts are traded, and does not itself operate any clearing system.

The Company is not responsible for the terms, conditions, specifications, or performance of any Contracts listed or cleared through any DCM or DCO, and the Company makes no representation or warranty regarding any aspect of any DCM, DCO, or Trading Venue Services, including their reliability, availability, security, or the accuracy or completeness of any information provided by or through them. Without limiting the foregoing, the Company does not guarantee uninterrupted access to any Trading Venue Services and expressly disclaims any responsibility for the availability, performance, or security of any DCM or DCO.

You acknowledge that your access to and use of any Trading Venue Services is subject to the applicable DCM's and DCO's respective rules, terms, and policies, as may be amended from time to time (collectively, "Trading Venue Rules"). The Company is not responsible for any changes to, interruptions of, or discontinuation of any Trading Venue Services or Trading Venue Rules. Your use of any Trading Venue Services, whether accessed through the Company's Services or otherwise, is at your own risk, and the Company disclaims all liability arising from or related to such use.

3. CUSTOMER AGREEMENTS AND ACKNOWLEDGMENTS

a. **No Advice; No Fiduciary Relationship**. Customer agrees and acknowledges that we do not provide you with any trading or investment advice of any kind, whether oral or in writing or through our Platform or otherwise, including without limitation as to the nature, appropriateness, potential value or suitability of any transaction or investment strategy for your Account, and that nor do we provide you with any tax or legal advice with respect to your trading or investments of any kind. Notwithstanding the generality of the foregoing and for the avoidance of doubt, any communication from the Company that could be construed as advice with respect to any Account or Contract is incidental to the Company's business as an FCM. Customer agrees and acknowledges that any oral or written statement or communication from the Company, whether prior to the date hereof or in the future, including relating to this Agreement or any transactions entered into or contemplated hereunder, the Company is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with this Agreement or transactions entered into or contemplated hereunder, and the Company is not, nor shall the Company become, a fiduciary with respect to Customer by reason of the Services provided hereunder. The Company makes no representation as to the reliability, accuracy or completeness of such communication or any information on which it is based. Customer further agrees and acknowledges that:

i. You are solely responsible for all orders placed for Contracts for your Account.

ii. You will base all your trading decisions for your Account solely on your own evaluation of your financial circumstances, investment objectives and suitability or appropriateness for you, without relying on any information or other statements the Company or our Affiliates may provide.

iii. We make no representation or warranty as to the value, merits, or suitability of any orders you place for Contracts for your Account.

iv. You will place all trades for your Account directly yourself without the services of a third-party agent acting on your behalf unless you have expressly disclosed your use of such third-party agents to the Company in writing and we have granted our advance approval.

v. We act solely as your broker in accordance with the terms of this Agreement and have no discretionary trading authority or control over your Account.

vi. We owe no fiduciary obligations to you and our duties and obligations to you are limited to those expressly set forth in this Agreement.

vii. We are not otherwise acting as an agent or a fiduciary to you.

viii. We have no financial or other obligations to you as principal under this Agreement in connection with any transaction in your Account.

ix. You represent that you are not an associated person, principal, general partner, employee, or otherwise associated with an FCM or introducing broker (as defined in the CEA) or if you are so employed or associated, you acknowledge and agree that in order to open an Account, you must provide written consent from such FCM or introducing broker.

b. **Authorization to Trade**. You authorize the Company to purchase and sell Contracts for your Account upon your electronic, oral, or written instructions and to use the services of any clearing broker or executing broker as your agent as we may reasonably select in connection with the execution, clearing, carrying, delivery, and/or settlement of any such transactions. You acknowledge and agree that you are bound by, and we may rely upon and act in accordance with, any electronic, oral, or written instructions that we reasonably believe to have been given by you. The Company is not responsible to Customer for an executing broker's inability to execute an order or its erroneous execution of an order. The Company may execute Customer's orders on any exchange or other market where such business is transacted by the Company or by the Company's agent in the sole discretion of the Company or agent.

c. **Accurate Registration Status**. In compliance with NFA Bylaw 1101, we will not carry an account, accept an order, or handle a transaction in commodity futures contracts for or on behalf of any non-member of the NFA, or suspended member of the NFA, that is required to be registered with the CFTC as a "futures commission merchant," "introducing broker" ("IB"), "commodity pool operator" ("CPO"), or "commodity trading advisor" ("CTA") as those terms are defined Section 1a of the CEA or "leverage transaction merchant" ("LTM") as that term is defined in CFTC Regulation 1.3, 17 C.F.R. § 1.3. Accordingly, you represent and warrant that you are not registered as an FCM, IB, CPO, CTA, or LTM; not exempt from registration as an FCM, IB, CPO, CTA, or LTM; and not engaged in activities that could require you to register as an FCM, IB, CPO, CTA, or LTM.

d. **Establishment of Your FCM Account; Transition from Direct Exchange Access**. If, prior to the date on which the Company begins intermediating Contracts for customers (the "FCM Transition Date"), you accessed the applicable DCM and DCO to trade Contracts through an individual account in your own name through the Fanatics Markets mobile application or website, then by signing this Agreement you are opening a new Account with the Company in its capacity as an FCM and you request, authorize, and consent to the following, in each case effective as of the FCM Transition Date: (i) you will no longer trade directly on the applicable DCM and DCO through an individual account in your own name, and all Contracts you enter on or after the FCM Transition Date will be intermediated by the Company as FCM and held in a segregated omnibus customer account maintained by the Company at the applicable DCO for the benefit of customers, which may be commingled with the funds and positions of other customers (but not with the proprietary funds or positions of the Company, the applicable DCM or DCO, or any other person that is not a customer of the Company); (ii) your available cash that is not committed to an open position, then held in your Affiliate Account available for use on the Fanatics Markets mobile application or website, will be transferred into the Company's segregated cleared swaps customer account and thereafter held as cleared swaps customer collateral as described in the "Fund Transfers" section below; (iii) any Contract positions that remain open as of the FCM Transition Date will not be transferred to the Company and will instead remain in, and settle in the ordinary course through, your existing arrangement with the applicable DCM and DCO, and (iv) if any Contract position described in clause (iii) above subsequently settles and the resulting proceeds are credited to your Affiliate Account, you authorize the Company to transfer such proceeds from your Affiliate Account to your Account, without further authorization from you.You acknowledge and agree that the Company and the owner of the Affiliate Account shall be entitled to rely upon the authorization and consent in this subsection and are each authorized, without further action by you, to take any and all actions necessary or appropriate to effect it, subject to Applicable Law and this Agreement.

e. **Open Position Transfer to a Successor Clearing Organization**. The Company may cause your open Contract positions and associated Collateral to be cleared at a different CFTC-registered derivatives clearing organization (a "Successor DCO"), whether at the Company's election or because the existing DCO ceases to clear the Contracts. Depending on the rules of the applicable venues, this may be effected by transfer (including novation or porting) or, if transfer is unavailable, by closing your positions at the existing DCO; a close-out will realize gains or losses, may have tax consequences, and may occur at prices different from those at which your positions were established. The Company will give you advance written notice (or, where the change is required by a DCO's wind-down or by Applicable Law, such notice as is reasonably practicable) identifying the Successor DCO, describing any material change in the protection of your positions and Collateral, and specifying the effective date and your deadline to object. Unless you object by that deadline, by notifying the Company in writing, or closing the affected positions, you are deemed to consent to the transfer. If you object and the existing DCO will continue to clear the Contracts, your positions remain there.

f. **Safeguarding of Your Account and Login Information**. You are responsible for maintaining the confidentiality of your password and are fully responsible for all uses of your Account, including your username (if any), and password (collectively, "**Login Information**"), whether by you or others. We will consider any orders you communicate to us through these means to have been sent and authorized by you. You acknowledge and agree that: (i) your Login Information will be used solely by you to access your Account; (ii) you will not disclose, divulge, or allow any other person to use your Login Information; (iii) you will notify us immediately if you become aware of any loss, theft, or unauthorized use of your Login Information; and (iv) you are solely responsible for all orders entered or instructions given to the Company for or relating to your Account via internet-based electronic order entry. Customer agrees to save, defend, indemnify, and hold harmless the Company and our Affiliates from and against any (and all) liability, costs, or damages of any kind arising from any unauthorized use of Customer's Login Information. The Company may, but is not obligated to, deny access or block any order or other transaction made through use of your Account without prior notice if it believes that your Account is being used by someone other than you. The Company may require you to change your ID, username (if any), password, or may unilaterally change the same. At the same time, the security of your Account remains your responsibility. You acknowledge and agree that we shall have no liability to you associated with any instructions received through the unauthorized use of your Account. The Company recommends that you consider the security of Login Information, refrain from using the same passwords used to access other sites, change passwords on a frequent basis, and use multi-factor authentication where available.

g. **Errors**. The Company is not liable for improper execution, clearance, or confirmation of your orders by persons who are not our employees or agents. The price at which an order is executed shall be binding notwithstanding the fact an erroneous report is made. An order that is executed but mistakenly reported as unexecuted is binding on you.

h. **Liability**. The Company is not liable for any losses arising out of: (i) your use of or reliance on information provided directly or indirectly through the Platform or trading platforms or Services generally, whether in the nature of quotations, margin requirements, or otherwise, (ii) transactions in Contracts not cleared through us, or (iii) your access to or use of third-party websites or other third-party resources linked to, incorporated into or referenced in the Platform.

i. **Delays**. You acknowledge and agree that the Company has no liability to you for delays in the transmission, clearance, or confirmation of your orders due to mechanical, electronic, or computer failure, market congestion, illiquidity, or other causes beyond our reasonable control.

j. **Trading Hours**. The Platform is generally available for you to place orders for Contracts on a continuous basis, except during periods of scheduled or unscheduled maintenance, upgrades, repairs, or as otherwise described in this Agreement. The Company may, in its sole discretion and without prior notice, suspend, restrict, limit, or terminate access to the Platform, in whole or in part, including for maintenance, system upgrades, or other operational or risk-management reasons. You further acknowledge and agree that the availability of order entry, trading, and settlement is at all times subject to the rules, trading hours, trading halts, suspensions, and other actions of the applicable DCM and DCO, and that any particular Contract may not be available for trading at all times. The Company does not guarantee that the Platform or the Trading Venue Services will be available at any particular time, and the Company shall have no liability for any Losses arising from any unavailability of, or interruption in, the Platform or the Trading Venue Services. If an order cannot be accepted or processed because the Platform is unavailable, that order will not be queued or automatically placed when access is restored, and you must resubmit the order.

k. **Important Information About Procedures for Opening a New Account or Maintaining an Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires the Company to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open or apply to open an Account, the Company will ask for your name, U.S. residential address, date of birth, social security number, telephone number, citizenship, and other identifying information that will allow the Company to identify you. The Company may also ask for copies of your driver's license, passport, other unexpired government-issued identifying documents with a photograph, or other identifying documents. From time to time, the Company may ask you to confirm or reverify your identity, or may require that you provide certain additional documents, as necessary.

You understand that the Company may take steps to verify the accuracy of the information you provide to the Company relating to your Account in your application or otherwise. You authorize the Company or its agents or third-party vendors to contact any person or firm noted therein or in any other information you may provide to the Company from time to time, or any other normal sources of debit or credit information and other similar databases, and authorize any such person or entity to furnish such information about you as may be requested or required by the Company. You acknowledge that the Company may restrict your access to your Account pending such verification. You will provide prompt notification to the Company of any changes in the information including your name, address, e-mail address, and telephone number.

You authorize the Company to obtain reports and provide information to others concerning your creditworthiness and business conduct. Upon your request, the Company agrees to provide you a copy of any report so obtained. The Company may retain this Agreement, the Account application, and all other such documents and their respective records at its sole discretion.

U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") Certification. You acknowledge that you are aware that the Company has OFAC sanctions compliance obligations. You also acknowledge that this Agreement, your Account, and any sub-accounts are subject to U.S. sanctions laws, rules, and regulations where you will not permit your Account or sub-accounts to be used in a manner that would cause a violation of the above referenced laws, rules, and regulations. You also specifically represent and warrant that you have not been designated by OFAC as a Specially Designated National ("SDN"), that you have no reason to believe that you would be considered a blocked person by OFAC, and that you are not acting as an agent of any such person. To the extent that OFAC, via laws, rules, regulations, or Executive Order, has promulgated restrictive measures against a government or regime ("sanctioned regime"), you further represent and warrant that you are not employed by or acting as an agent of (1) an entity owned or controlled by a sanctioned regime, (2) a government-controlled entity of a sanctioned regime, or (3) a government corporation of a sanctioned regime.

Further, you acknowledge and consent to the Company restricting your Account and/or any sub-accounts and canceling any pending orders to the extent the Company believes you are accessing these from (1) a jurisdiction that is subject to comprehensive sanctions by OFAC or (2) any jurisdiction the Company has made a risk-based decision to restrict access to use of its Platform. If this happens, please contact legal@FanaticsMarkets.com with subject line "Restricted Jurisdiction", and you may be asked to provide supplemental information as part of this process. Additionally, you agree that you will notify the Company and close your Account and/or any subaccounts before establishing residency in any jurisdiction subject to U.S. sanctions. The Company is not liable for any Losses, including any trading losses, that you may suffer as a result of the foregoing.

Politically Exposed Person ("PEP") Certification. You represent and warrant that you are not a PEP. To the extent you are or become a PEP in the future while you hold your Account or any subaccounts at the Company, you represent and warrant that you will immediately notify the Company and subject yourself to any due diligence measures deemed appropriate by the Company.

A PEP is an individual who is/was or is an immediate family member (spouse, parent, sibling, children, inlaw, or dependent) or close associate (someone who is closely connected to the individual either socially or professionally) of (1) a senior official in the executive, legislative, administrative, military, or judicial branches of a non-U.S. government (whether elected or not); (2) a senior official of a major non-U.S. political party; (3) a senior executive of a non-U.S. government-owned entity; or (4) a foreign individual who was or has been entrusted with a prominent public function. A senior official or executive includes an individual with substantial authority over policy, operations, or the use of government-owned resources.

l. **Market Makers**. One or more market makers or liquidity providers (collectively, "Market Makers") may be members of a FCM or DCM. Market Makers may (i) quote, bid, and/or offer prices for certain commodity interests or derivatives or otherwise provide liquidity to the DCM; (ii) enter trades against or on the other side of your trade; and (iii) at any time, hold long or short positions in the same transaction in which you engage. Market Makers are not acting as your fiduciary, advisor, or agent, and have no obligation to act in your best interest. A Market Maker's activities are intended to support liquidity and orderly markets on the DCM but may also generate profits (or losses) for the Market Maker. You acknowledge and agree that Market Makers may have economic interests that are adverse to yours, and that such interests do not by themselves constitute a conflict of interest that is prohibited by this Agreement or applicable law. You acknowledge and agree that affiliates of the Company may act as a Market Maker.

4. APPLICABLE LAW

The Account, all transactions in the Account, this Agreement and each party's performance of its rights and obligations under this Agreement are subject to Applicable Law. Customer agrees and acknowledges that no Company Party shall be liable for any action taken by any Company Party (or Company Parties) or by any clearing broker or executing broker, to comply with Applicable Law, and you agree to fully comply with all Applicable Law. Any failure by the Company Parties to comply with any Applicable Law will not relieve Customer of any of your obligations under this Agreement, nor will it be construed to create rights under this Agreement in favor of Customer and against any Company Parties. You acknowledge and agree that no Company Party is responsible for your compliance with any Applicable Laws.

5. CUSTOMER INFORMATION & ELIGIBILITY

a. **Legal Capacity:**

   i. Customer represents to us that Customer is an individual who is at least twenty-one (21) years old and of legal age in the jurisdiction in which Customer resides and has and maintains the capacity and authority to enter into this Agreement.

   ii. Customer represents that Customer is authorized to enter into this Agreement, open the Account(s), and effect transactions in Contracts through the Company. Customer further represents that such transactions do not and will not violate any Applicable Law, or any judgment, decree, order, or agreement, to which Customer or Customer's property is subject, and acknowledges and agrees that this Agreement is binding on and enforceable against Customer in accordance with its terms.

   iii. Customer further represents that Customer (a) is not prohibited from using the Services by Applicable Law; (b) is not identified on any U.S. Government list of prohibited or restricted parties; (c) is not subject to backup withholding tax; and (d) otherwise satisfies all eligibility criteria as set forth by the Company.

b. **Accuracy of Information**. Customer represents that all information Customer has provided and will provide to the Company and/or our Affiliates is true and correct and contains no material omissions. Customer further agrees: (i) to notify us within ten (10) business days of any change in such information by sending an email to Legal@fanaticsmarkets.com with the subject line "Correction", or by updating your Account information online; (ii) that the Company may rely on all information you provide to us or our Affiliates; and (iii) that you will provide the Company with any supplemental information requested by us within the requested time frame.

c. **Current Information**. You are responsible for keeping all information on file with the Company up to date. Customer agrees to notify the Company promptly by updating the Customer Account directly in the Platform, or if not possible to update via the Platform, by sending in writing via email to the address provided in subsection b. above, with any change in Customer's circumstances that affect the representations and information you have provided to the Company or that would in any way affect or impair your ability to enter into any transactions contemplated under this Agreement or your performance under any term of this Agreement.

d. **Geographic Eligibility**. The Services may only be used to place orders for Contracts if you are physically located in a jurisdiction where we make the Services available (the "Service Area"). Unless you are physically located in the Service Area, you are prohibited from placing an order, including closing an open position prior to its expiration, through the Services. However, when you are located outside the Service Area, you will generally still be permitted to access and use the Services for other purposes, including to view your positions on previously executed Contracts and to instruct deposits and withdrawals.

e. **FBG Limitations**. FBG Enterprises Opco, LLC ("FBG") offers online betting and games services (the "FBG Services"). FBG offers tools to encourage responsible player behavior in connection with the FBG Services, including options for self-imposed gaming limitations ("Self-Exclusion Orders"). Additionally, FBG may decide to limit, modify, suspend, or prohibit user access to the FBG Services based on responsible gaming concerns or for other reasons (all such actions by FBG, together with Self-Exclusion Orders, "FBG Limitations"). As an affiliate of FBG, if you are subject to any FBG Limitations, identical or comparable limitations will be automatically imposed in connection with your use of the Services. As an example, if you enter a Self-Exclusion Order on the FBG Services setting a maximum amount that you are allowed to wager each month, the cumulative value of your orders placed on the Services in a given month will be capped at that same amount, unless and until the applicable Self-Exclusion Order is lifted. Similarly, if your access to the FBG Services is suspended, your access to the Services will likewise be suspended unless and until your suspension from the FBG Services is lifted.

6. MARGINS AND LIMITS

You acknowledge and agree that the Company, as a matter of policy, requires you to provide Margin in United States Dollars covering 100% of your position (i.e., to cover full loss exposure) and to have sufficient funds in your Account before establishing such a position to meet that requirement. Customer acknowledges and agrees that the Company has the absolute right as we determine appropriate in our sole discretion, and without prior notice to you, to: (i) set and revise Margin requirements; (ii) limit the number or size of open positions in any or all Contracts (net or gross) that Customer may maintain in your Account, (iii) refuse to accept orders or other instructions for new positions, or (iv) require Customer to reduce open positions in Contracts in your Account. The Company's Margin requirements may exceed the Margin required by any applicable exchange or under Applicable Law. The Company, in its sole and absolute discretion, may reject any order if your Account has insufficient Margin and may delay processing of any order while determining the Margin status of your Account. The Company is not obligated to notify you of your failure to meet Margin requirements prior to delaying or cancelling your order or otherwise exercising its rights under this Agreement.

7. LIEN AND SECURITY INTEREST

a. Customer grants the Company a first lien and security interest in all monies, open position in Contracts, documents representing title to commodities (such as warehouse receipts and the commodities represented thereby), and any other property of Customer now or in the future held by the Company in the Account and/or otherwise in the possession or control of the Company or any of our Affiliates for any purpose (collectively, "**Collateral**"), including safekeeping, to secure payment, and to discharge all of Customer's obligations to the Company or any Affiliate of the Company, which Collateral is subject to a general lien of, and right of set-off by, the Company for any and all such obligations.

b. Customer agrees to execute any documents, including Uniform Commercial Code financing statements, as the Company deems necessary or appropriate to evidence or perfect our security interest in any Collateral, and appoints the Company as Customer's agent to sign such documents on Customer's behalf. Customer has not granted and will not grant a security interest in the Collateral or the Account (other than the security interest granted to the Company and our Affiliates in this Agreement) to any other party without the Company's prior written consent.

c. Except as prohibited by Applicable Law, all Collateral now or hereafter held or carried by the Company or any of our Affiliates for Customer may, from time to time, without notice to Customer, be pledged, hypothecated, loaned, or invested by the Company to or with others, separately or with any other property. Except as provided by Applicable Law, the Company is not required to retain in our possession for delivery a like amount of, or to pay interest on, or to account to Customer for any profits on, such property.

8. LIQUIDATION OF POSITIONS

a. Whenever the Account is under-margined or the Company determines, in our sole discretion, that Customer may be unwilling or unable to fulfill Customer's obligations hereunder due to Customer's financial condition, market conditions, or any other potential insecurity, the Company may in our sole discretion and without prior notice liquidate, offset and/or mitigate the risk of any of Customer's open positions in Contracts within a reasonable amount of time in an effort to reduce such Margin deficiency or insecurity. Customer shall remain liable to the Company for any resulting or remaining loss or debit balance without regard to whether the Company has adhered to Margin requirements under Applicable Law, other provisions of Applicable Law, the Company's internal policies or procedures, or any term of this Agreement. To the extent permitted by Applicable Law, Customer hereby specifically authorizes the Company, without prior notice and in the Company's sole discretion, (i) to arrange for the liquidation of any assets held by our Affiliates in an effort to reduce such Margin deficiency or insecurity in Customer's Account; and (ii) to transfer from and/or to Customer's Account to and/or from any other account Customer may maintain with the Company or any of our Affiliates such amount of excess funds or Collateral as in the Company's judgment may be necessary at any time to avoid a margin call or to reduce the debit balance in such other account, or to satisfy any other obligations of Customer to the Company.

b. Our right to offset or mitigate the risk of any of your open positions in Contracts includes the right, if the Company deems appropriate in our sole discretion, to buy or sell any Contracts or other property, including but not limited to the use of spreads, straddles, and/or off-exchange transactions, such as an exchange-for-related position or cash transactions, to effect such liquidation or mitigation, provided, however, that the Company is not obligated to do so. Customer acknowledges and agrees that if we make a prior demand or call or provide prior notice of the time and place of such purchase or sale from the Company, such action shall not be deemed to waive the Company's right to buy or without demand or notice as provided in this Agreement. Customer acknowledges and agrees that Customer remains liable for and shall immediately pay to the Company the amount of any deficiency in Customer's Account resulting from any transaction described above.

c. Customer acknowledges and agrees that the Company, in our sole discretion, may choose which Contracts or other property to buy or sell, which transactions to close, and the sequence and timing of liquidation of Contracts or Collateral, and that the Company may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) the Company chooses in our sole discretion. You agree not to hold the Company liable for the choice of which Contracts or other property to buy or sell, or of which transactions to close, or for timing or manner of liquidation.

d. The Company may also cancel any orders you place or liquidate any of your open positions if you engage in any of the following conduct:

- Providing false or misleading information to the Company, including during the Account creation process;
- Attempting to bypass or evade any eligibility requirements or geographic restrictions;
- Deploying automated scripts, bots, or other non-human means to place orders;
- Placing orders as a proxy or agent for, or otherwise on behalf of or in collaboration with, any other individual;
- Knowingly assisting or enabling individuals or entities who are barred from the Services to access the Services;
- Attempting to bypass or evade any frequency, size or other limits applicable to orders;
- Attempting to impact the outcome of real-world events related to a Contract;
- Disseminating false or misleading information about events underlying Contracts for the purpose of influencing trading behavior;
- Placing orders to artificially affect prices or the perception of activity on the applicable DCM, DCO, Platform or that are otherwise not intended to be bona fide trades; and
- Engaging in insider trading.

e. You acknowledge that certain Contracts, including sports-related event contracts, are listed for trading on a DCM pursuant to the DCM's self-certification under the CEA and CFTC regulations, and that the CFTC has not, to date, affirmatively approved the listing of any such Contract or made a determination as to whether trading in any such Contract is consistent with the CEA or CFTC regulations. You further acknowledge that state regulatory actions, and pending or potential litigation, concerning the legality of such Contracts may affect, and may have the effect of restricting or eliminating, the availability of such Contracts in particular states or jurisdictions, including the state or jurisdiction in which you are located. If a Contract held in your Account ceases to be available, or becomes prohibited or restricted, in your state or jurisdiction for any such reason, the Company may, in its sole discretion and without prior notice to you, liquidate the affected position(s), whether or not any of the circumstances described elsewhere in this Section has occurred. This authority is in addition to, and not in lieu of, the Company's other rights under this Agreement, including under the Section titled Termination.

9. PAYMENTS

a. Customer agrees to pay the Company our customary and reasonable brokerage, commissions, interest charges and other charges as may be in effect from time to time and understands that we may change such charges from time to time. Customer further agrees to pay any fees and service charges of others related to the transactions effected under this Agreement as they are in effect from time to time, such as exchange or clearinghouse fees, any applicable NFA or other regulatory fees, and any fees for other services offered and accepted in connection with the Account. Customer agrees that we may deduct our customary charges and such third-party fees and charges from your Account at the time you incur them, provided, however, that our failure to deduct such charges and fees does not waive our right to deduct them from your Account later. Customer understands that fee rates are available to Customer on the Platform in the Fee Disclosure or otherwise provided to Customer through electronic communications provided by the Company.

b. Customer agrees that it is liable to pay, and will pay, on demand any obligations owing to us in or in connection with the Account, including without limitation any reasonable costs, including attorneys' fees and court or arbitration fees, we may incur in collecting such obligations. Without limiting the Company's other rights, Customer expressly authorizes the Company to debit the Account for any amounts Customer may owe the Company under this Agreement.

c. At any time upon our demand, Customer will undertake to discharge all obligations to the Company, or, in the event any Account of Customer is closed, in whole or in part, to pay any deficiency owed to us, if any, including costs, damages, or attorneys' fees we have incurred or paid the Company, directly or indirectly, in connection with such deficiency.

d. In lieu of requiring Customer to immediately discharge any of Customer's obligations to us, the Company may, in our sole discretion, demand security for such obligation and, if elected, for all future obligations, in which event Customer will either discharge all existing obligations to the Company or furnish security as demanded, and in connection therewith, will execute and deliver such security agreements, financing statements, and other documents we may prescribe, approve or request.

10. FUND TRANSFERS

a. Your Contract positions and Margin will be held in your Account. Applicable Law requires segregation of customers' assets from the Company's own assets. Money, securities, and other property that you deposit with the Company to margin, guarantee, or secure Contracts that are cleared swaps will be treated as cleared swaps customer collateral and held in a cleared swaps customer account in accordance with Section 4d(f) of the CEA and Part 22 of the CFTC's regulations. All such Customer money and property will be subject to the customer protection requirements of the CEA and the applicable CFTC rules and interpretations.

b. On the FCM Transition Date, your available cash that is not committed to an open position, then held in your Affiliate Account available for use on the Fanatics Markets mobile application or website, will be transferred into the Company's segregated cleared swaps customer account and held as cleared swaps customer collateral as described above. Only such available cash will be transferred; Contract positions that are open as of the FCM Transition Date will not be transferred and will settle through your existing arrangement with the applicable DCM and DCO. If any such Contract position subsequently settles and the resulting proceeds are credited to your Affiliate Account, the Company may transfer those proceeds from your Affiliate Account to your Account, without further authorization from you. You understand and agree that, following this transfer, you will hold your funds as a customer of the Company, rather than as a direct participant at the applicable DCM and DCO, and that the protections applicable to your funds will change accordingly, including that your funds will be subject to the cleared swaps customer protection regime under Section 4d(f) of the CEA and Part 22 of the CFTC's regulations and the commodity broker liquidation provisions of Part 190 of the CFTC's regulations, and that in the event of the Company's insolvency you may not recover the full value of your Account. If you do not wish your funds to be transferred, you may withdraw your available cash at any time before the FCM Transition Date.

c. Your Collateral will remain subject to CFTC segregation requirements throughout any transfer to a Successor DCO. You acknowledge, however, that the applicable protection regime may change. The Company will describe any such expected change in its notice to you.

d. You may direct the transfer of funds from your Account to your deposit method at your discretion, subject to this Agreement and provided that such transfer would not result in a failure of the Account to satisfy applicable Margin requirements for an order or create a deficit or debit balance in the Account.

e. In addition to the transfer described in paragraph (b) above, you authorize the Company, without further authorization from you and with prior notice, and on an automated and recurring basis: (i) to transfer cash from your Affiliate Account to your Account in such amount as the Company determines is necessary or appropriate to fund or complete any order or transaction you have placed for Contracts or to reduce or eliminate a debit balance in your Account; and (ii) to transfer cash from your Account to your Affiliate Account in such amount as the Company determines represents cash that is not committed to an open position and is not needed to satisfy obligations to the Company, including automatically at the close of each trading day. Any transfer under clause (i) is limited to cash actually available in your Affiliate Account at the time of transfer.

f. You further authorize the Company, without further authorization from you and with prior notice, to transfer cash from your Account to your Affiliate Account that is not committed to an open position and is not needed to satisfy obligations to the Company, in order to make such cash available for your use in connection with any product or service offered by an Affiliate that you elect to use. The Company has no obligation to initiate, delay, or reverse any transfer under this paragraph or paragraph (e) above based on your subsequent trading activity.

g. You acknowledge and agree that: (i) the Company has no obligation to maintain cash in your Account beyond the amount needed to satisfy your obligations to the Company; (ii) transfers under paragraphs (e) and (f) may occur at any time and more than once during a trading day, or only at the close of a trading day, as the Company determines in its discretion; and (iii) if cash has been transferred out of your Account, you may need to wait for a transfer back into your Account, or fund your Account directly, before you are able to place a new order. The Company is not liable for any missed trading opportunity, price movement, or other loss you incur as a result of the timing of any transfer made in accordance with this Agreement, except to the extent caused by the Company's gross negligence or willful misconduct.

h. Each Affiliate Account is maintained by an affiliate of the Company which is not a futures commission merchant and is not registered with, or regulated by, the CFTC or the NFA in that capacity. Cash held in any Affiliate Account is not subject to the segregation requirements of CFTC Regulation 1.20 or Part 22 of the CFTC's regulations, is not entitled to the bankruptcy protections of Part 190 of the CFTC's regulations or the U.S. Bankruptcy Code, and is not insured by the FDIC or protected by SIPC. You acknowledge that the Company and its Affiliates have a financial interest in, and benefit from, cash being available in your Affiliate Account, including because it enables your continued use of Affiliate products, and that this creates a conflict of interest between the Company and you with respect to the transfers described in paragraphs (e) and (f). If you have questions about, or wish to access, cash held in your Affiliate Account, you should contact the applicable Affiliate directly using the contact information provided in such Affiliate's services.

i. You acknowledge and understand that excess cash that is transferred out of your Account and into a deposit method will not receive the preferential treatment applied to funds held in accounts subject to the CEA and CFTC rules, including the segregation requirements of Part 22 and the bankruptcy protections of Part 190 of CFTC's regulations, or the U.S. Bankruptcy Code. Any funds transferred to or from your Affiliate Account (including those resulting from the transfer of excess cash as referenced herein) will be subject to the terms and conditions pertaining to your Affiliate Account. You agree to refer to the terms and conditions governing your Affiliate Account, and any associated documents, for further information regarding the treatment of funds held in your Affiliate Account.

j. You understand and acknowledge that your Account is a cleared swaps account and is not a bank deposit account or a securities account. Cash, Collateral, and other property in your Account are not insured by the Federal Deposit Insurance Corporation (FDIC), are not guaranteed by any bank, and are not protected by the Securities Investor Protection Corporation (SIPC). Your funds and property are instead subject to the customer protection and segregation requirements of the CEA and CFTC regulations as described in this Agreement, and you may not recover the full value of your Account in the event of the Company's insolvency.

11. NO GUARANTEE AGAINST LOSS

You acknowledge and agree that the Company has made no representation or guarantee to you that you will not incur losses in the Account or that we will limit your losses. You further acknowledge and agree that the Company has made no representation to you that we will not call or attempt to collect required margin. You understand that trading Contracts is speculative and involves a high degree of risk, and that for fully collateralized positions you could lose the full amount of the Collateral you posted to establish and carry the position. You further acknowledge and agree that the foregoing does not limit your liability for, and you remain fully liable to the Company for, any debit balance, deficiency, fees, costs, or other amounts owing in your Account, including amounts arising from fees, settlement, or liquidation, and the Company retains the right to collect all such amounts from you and from any funds or property in your Account or any Affiliate Account. You acknowledge and agree that you are fully liable for all losses you may incur from trading in your Account and/or the open Contract positions held in your Account.

12. LIMITATION OF LIABILITY; INDEMNIFICATION

a. Customer acknowledges and understands that the Services and Company Content (collectively, the “Content & Services”) are provided “as is” and “as available” and that no Covered Party (including no Company Party) makes any representation with respect to the Content and Services and expressly disclaim all warranties. Subject to Applicable Law, in no event will any Covered Party be liable to Customer or to any third party for any direct, indirect, incidental, special, punitive, or consequential losses or damages of any kind with respect to the Content and Services, including damages for loss of profit or loss of trading opportunity.

b. No Company Party shall be liable for any loss or damage whatsoever that Customer may sustain directly or indirectly from: (i) Customer’s use of the Content and Services; (ii) any failure or delay or default by the Company, or any third party, including any custodian bank, exchange or clearinghouse, in providing accurate information or performing its functions; (iii) any event or circumstance beyond our reasonable control including without limitation any (A) failure or defective performance of any communication, settlement, computer or accounting system or equipment; (B) performance, non-performance, delays in the transmission or execution of any order due to suspension or termination of trading, the breakdown or failure of the system or of any other transmission system, electronic trading system, or communication facilities, or (C) governmental, judicial, administrative, exchange, or regulatory or self-regulatory organization order, restriction, or ruling; (iv) strikes or similar labor action; or (v) any reliance Customer has placed on any market or other information supplied by the Company, it being understood that any such information may be unverified and that we make no representation or warranty as to the accuracy or reasonableness of such information.

c. You acknowledge and agree that you are solely responsible for your research and neither the Company nor any Third-Party Provider makes any representation, warranty, or other guarantee as to the accuracy or timeliness of any market data; nor do we or any Third-Party Provider make any representation, warranty, or other guarantee as to the present or future value of any Contract or the suitability of any purchase, sale or other transaction involving any Contract or any other investment.

d. You agree to indemnify and hold harmless the Covered Parties (individually and collectively) from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses, and reasonable attorneys' fees (collectively "**Losses**") resulting or arising from your use of the Content and Services or transactions in your Account, except to the extent that such Losses are the direct result of our or their gross negligence or willful misconduct.

e. In the event that the Company is a party, directly or indirectly, to any claim, dispute, or loss in connection with: (i) any transaction effected in the Account; (ii) your obligation or liability arising from the Account; (iii) this Agreement; (iv) your use of an electronic trading system of any exchange or other market; or (v) your violation of any third party's rights, including, but not limited to, copyright, patent, trademark, proprietary, and privacy rights, you agree to indemnify and reimburse the Company for all losses, damages, fines, penalties, and expenses incurred, including reasonable attorneys' fees and expenses. The Company shall have the exclusive right to defend, settle, or compromise any claim or demand instituted by any third party against the Company or against the Company and you. You hereby waive any and all rights you may have independently to defend, settle, or compromise any such claims or demands and agree to cooperate to the best of your ability with the Company with respect thereto, provided, however, that the Company may, in our sole discretion, authorize and require you to defend, settle, or compromise any such claim as we deem appropriate at your cost, expense, and liability. You agree to reimburse the Company on demand for any cost of collection we incur in collecting any sums owed by you under this Agreement and in defending any claims asserted by you in which we prevail, including all attorneys' fees, interest, and expenses.

13. NOTICES AND CUSTOMER COMMUNICATIONS

a. **Electronic Signatures**. You acknowledge and agree that (i) by electronically signing the Agreement you will be entering into a legally binding agreement, (ii) your electronic signature is the equivalent to signing a paper contract, and (iii) the use of an electronic version of this Agreement fully satisfies any requirement that such documents be provided in writing. You represent that you can retain and access a record of any documents that you sign electronically. You are responsible for understanding these documents and agree to conduct business with the Company by electronic means. You are obligated periodically to review the Platform for changes or modifications. Your continued use of the Services and/or trading in the Account is deemed your consent to any such changes.

b. **Trade Statements and Other Account-Related Communications**. You authorize the Company to deliver any communications, including certain tax-related documents (as applicable), to you by: (i) regular or express mail at the mailing address you provide; (ii) email at the email address you provide; (iii) posting the communication on the Platform; (iv) sending you an email with a hyperlink to the Platform where the information is posted and you can read and print the information; (v) sending you a notice directing you to the Platform where the communication is posted and you can read and print the communication; or (vi) telephone at the telephone number that you provide. You acknowledge and agree that delivery by any such means will constitute effective delivery to you for purposes of any Applicable Laws, regardless of whether you have accessed or reviewed the communications. You acknowledge and agree that the attached E-Sign Disclosure Appendix is hereby incorporated by reference and this Agreement constitutes your consent to electronic delivery of Account documents and communications. You further acknowledge and agree that you have an affirmative duty promptly to review each trade confirmation, purchase and sale statement, and account statement for accuracy and completeness, and that such documents shall be deemed accurate unless you immediately transmit your written objection to us, and in any event by no later than one hour after such documents are made electronically available. You may submit your written objections to support@FanaticsMarkets.com with the subject line "Statement Error". Notwithstanding the foregoing, we may correct legitimate errors in any statement at any time. The Company may elect to deliver communications by other means, which shall not affect your consent to receive communications by electronic delivery. You must immediately notify us of any change in your contact information, including your email address, mailing address, and telephone number, and agree that the Company is not responsible for any non-delivery of communications caused by your failure to do so. You may revoke your consent to electronic delivery at any time. To do so, please contact us at support@FanaticsMarkets.com. You understand that if you revoke or restrict your consent to electronic delivery of Account documents, the Company has the right to restrict and/or close your Account, and terminate your access to the Company's services.

c. **Delivery of Tax Documents**. We will provide you with certain tax documents (which may include corrected tax documents and accompanying notices) that contain important information you will need to complete your tax returns, much of which we will also report to the IRS. We will send an email notification when your tax documents are ready that will contain instructions on how you may access those documents.

d. **Equipment**. If you agree to electronic delivery of communications, you acknowledge that you must have a computer with internet access, an email address, and the ability to download and save or print communications to retain for you records. It is your responsibility to obtain and maintain all equipment and services required for you to access your Account online and to safeguard your confidential Login Information (e.g., user identification; password information; etc.) necessary for online access of your Account.

e. **Unauthorized Access**. You must notify us immediately if you: (i) become aware of any loss, theft, or unauthorized use of your Login Information; (ii) become aware of any unauthorized use of the Services or the market data; (iii) fail to receive a message that an order you initiated through the Services has been received or executed; (iv) fail to receive a written confirmation of an order's execution; or (v) receive confirmation of an order that you did not place.

14. ELECTRONIC TRADING SERVICES

a. We provide certain internet-based, electronic trading platforms and systems to facilitate your transmission of orders and trading of Contracts (the "**Electronic Trading Services**"). You acknowledge that your use of any such Electronic Trading Services is governed by additional agreements, disclosures, and terms and conditions, including the Electronic Trading and Order Routing Systems Disclosure Statement and Important Risk Disclosures, and you are bound by the provisions set forth in those documents.

b. You further acknowledge that all orders you place through any Electronic Trading Services (or otherwise) are at your sole risk and you are solely responsible for all orders entered or attempted to be entered through your Login Information. If we accept an order you have placed, that does not constitute our agreement or representation that you have sufficient margin in the Account to support any resulting position. You acknowledge and understand that (i) you are responsible for keeping apprised of margin requirements applicable to your Account and trading in your Account on a real time basis and (ii) the information on margin requirements displayed on a trading platform may be subject to communication delays, and we have no liability to you due to your reliance on such information. You acknowledge and agree that you are liable for any losses incurred on all transactions in your Account, regardless of whether sufficient margin was available in the Account when you placed an order or the resulting trade was executed.

c. You agree that under no circumstances will the Company or any other FCM with which we maintain a customer omnibus account or other clearing relationship have any responsibility or liability to you because (regardless of the cause) (i) you are unable to access or use our Platform, Services or Electronic Trading Services to place an order, receive Account-related information, or engage in any other activities related to Contracts or the Account, or (ii) an exchange or clearinghouse experiences mechanical, electrical, or other failure, delay, interruption, or congestion, whether or not resulting in failure to maintain an orderly market, or failure or delay in the execution, clearance, or confirmation of Contracts for the Account or otherwise. You acknowledge that many exchanges offer electronic markets that permit continuous or near continuous trading. You acknowledge and agree that the Company will not bear any liability to you for any losses you may experience due to the inability to access such markets for whatever reason.

d. If we determine in our judgment that your execution or attempted execution of any order(s) could violate Applicable Law or our internal policies, we may, in our sole discretion, delay or refuse to execute any order to purchase or sell any Contract for the Account. The Company may, in our sole discretion, remove particular Contracts from the list of Contracts that can be purchased or sold using Electronic Trading Services due to volatility or other market factors.

15. EVENT CONTRACTS

You understand that when you are trading exchange-traded event contracts, these contracts will be typically presented as a “Yes/No” trade. You acknowledge that you will be required to have sufficient funds in your Account in advance to fully collateralize the trade (in order to cover your maximum loss exposure) resulting from an order for an event contract - as a result, your order may be rejected if you do not have sufficient funds prior to placing the event contracts order. At expiration, event contracts are typically settled by cash payment based on the occurrence, non-occurrence or outcome of an event, as determined under the rules of the listing exchange and/or its clearinghouse. You face the risk of loss based on the outcome of the underlying event and could for fully collateralized positions lose the full amount of the collateral posted to carry the position. Depending on the type of event contract, some of these contracts are considered “swaps” as defined in the CEA. You also understand that if you hold an open position in an event contract, you may not be able to close out of your position if the exchange that lists the event contract, or if the Company, suspends or halts trading in the event contract. If this happens, there may not be a market to close your position, and any potential payouts associated with your open position may not occur. This could result in any open position that you hold in the event contract to become worthless. You understand that the Company may not support limit orders for, or partial sales of, Contract positions, and liquidity for Contracts you hold may be limited as a result.

There are numerous risks associated with trading event contracts. You should only trade event contracts if you fully understand the risks involved and have the financial ability to bear such risks. By using the Services, you acknowledge and assume all risks associated with trading event contracts, included but not limited to those that we set forth in our Event Contracts Risk Disclosure.

16. POSITION LIMITS AND ACCOUNTABILITY; LARGE TRADER REPORTING

You will comply with the position limits rules imposed by Applicable Law, including without limitation the rules of the CFTC or an exchange and will not violate such limits whether acting alone or in concert with others. If you breach an applicable position limit, we may in our sole discretion liquidate or close out any of your open positions, without notice to you and without your consent, to reduce such open positions to a level that complies with applicable limits. You bear and are solely responsible for any losses or fees associated with such a reduction or liquidation of positions in your Account and you agree that we are not liable for, and that you will hold us harmless from and against, any losses, fines, or penalties you may incur related to your violation of position limits. You will comply with any position accountability requirements imposed by any exchange. You understand that you may have reporting obligations triggered by the frequency of your trading or size of the positions in your Account under Applicable Law, including the obligation to complete a "Large Trader Form 40" upon request by the CFTC. You agree to promptly notify the Company if you are required to file a Large Trader Form 40 or any other position reports with the CFTC, any other governmental authority, any exchange, or any other self-regulatory organization and to provide us with a copy of any such report. You further agree to provide us with such information as we may request to enable us to comply with our account ownership and control reporting obligations under CFTC rules or similar rules of another governmental authority.

17. RECORDINGS

You understand that we may record and monitor conversations and you consent to our recording of conversations whether occurring by telephone, video, electronic communications, or otherwise without the use of an automatic tone warning device. You further consent the use of such recordings as evidence by us in any action or proceeding arising out of this Agreement, and (subject to Applicable Law) to our erasure, at our discretion, of any recordings as part of our regular procedure for handling of recordings.

18. MISCELLANEOUS

a. **Binding Effect**. This Agreement, any appendices or supplements executed in connection with this Agreement and the accompanying disclosures and other notices constitute the entire agreement between Customer and the Company with respect to the subject matter hereof and supersede any prior or contemporaneous agreements between the parties with respect to such subject matter. No person has the authority to represent that we will not enforce this Agreement in accordance with its terms or to make any representation that is inconsistent with the terms of the risk disclosure statements delivered to you. Notwithstanding the foregoing, you acknowledge and agree that your access to or use of the Platform's software, Application, Website, web portal, dashboards, or other technology tools or services (collectively, the "**Platform Technology**") is governed solely by the separate terms and conditions, end user license agreement, acceptable use policy, privacy policy, service level agreement, or other applicable documentation for the Platform Technology (collectively, the "**Technology Terms**"). The Technology Terms constitute a separate and independent agreement between the Company's affiliated technology service provider, Morton St Trading Technologies, LLC, and you, and do not amend, modify, or form part of this Agreement except as expressly stated therein. In the event of any conflict or inconsistency between this Agreement and the Technology Terms with respect to the access to or use of the Platform Technology (including without limitation user rights, license scope, service levels, support, data handling, security, acceptable use, and intellectual property provisions relating to the Platform Technology), the Technology Terms shall control solely with respect to the Platform Technology, and this Agreement shall control with respect to the services provided by the Company and all other matters.

b. **Amendments**. The Company reserves the right to amend this Agreement without prior notice or as required by Applicable Law. We will post the current version of the Agreement electronically on our Website and/or Application and your trading of your Account or other use of the Services after we post any amended Agreement to the Website and/or Application constitutes your agreement and consent to be bound by all amendments to the Agreement, regardless of whether you review them.

c. **Credit Checks; AML**. You understand we may investigate your identity, creditworthiness, and business accounts, and you authorize us to contact such banks, financial institutions, and credit agencies as the Company considers appropriate. You acknowledge that any Account established pursuant to this Agreement is subject to anti-money laundering requirements established by applicable government agencies, self-regulatory organizations, or other Applicable Law.

d. **Assignment**. You may not assign this Agreement or any rights or obligations under this Agreement without our prior written consent. The Company may assign or transfer your Account and this Agreement at any time without your prior consent to another firm that is registered with the CFTC as a futures commission merchant and a member of the NFA.

e. **Severability**. If any provision of this Agreement is deemed invalid, illegal or unenforceable, that shall not affect or impair the validity, legality or enforceability of the remainder of this Agreement, and the remaining provisions of this Agreement remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions of the Agreement, to the extent permitted by Applicable Law.

f. **Force Majeure**. We are not responsible and you agree not to hold us liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to war, natural disasters, pandemics, government restrictions, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts' reports, market volatility or disruptions in orderly trading on any exchange or market.

g. **Termination**. The Company may terminate this Agreement, or close, deactivate, or block access to your Account at any time and for any reason in our sole discretion. If we decide to close or restrict your Account, we may liquidate your Account and transfer the cash balance in the Account to you or permit you to transfer any open positions in your Account to another FCM. In computing the cash balance of your Account at the time it is closed, we have the right to deduct any unpaid fees or charges (including account service fees) related to your Account. You agree not to hold us responsible for any losses incurred in connection with the restriction or closure of your Account, and you remain responsible for paying all obligations incurred in your Account or otherwise. You may terminate this Agreement upon written notice to the Company, provided that such termination will be effective only after you have fully paid the obligations you owe under this Agreement. This Agreement survives termination of the Account.

h. **Governing Law**. This Agreement (including, if applicable, the Arbitration Agreement [LINK]), and enforcement of this Agreement, is governed under the laws of the State of New York without regard to the conflicts of law provision thereof. You may not bring any lawsuit, arbitration proceeding, or other claim, regardless of form, under this Agreement arising out of transactions or activities in the Account more than one year after the cause of action arose, provided, however, that you may bring an action under the provisions of section 14 of the CEA at any time within two years after the cause of action accrues.

i. **Abandoned Accounts; Escheatment**. You acknowledge and agree that the Company may be required to report, escheat, or deliver to the applicable state or other governmental authority any cash, Collateral, or other property in your Account that is deemed abandoned or unclaimed under applicable unclaimed-property or escheatment laws. The Company will determine whether your Account is abandoned in accordance with such laws and based on the address of record for your Account. Prior to any such reporting or delivery, the Company may, to the extent permitted by Applicable Law, liquidate, settle, or close out any open Contract positions in your Account and apply or remit the resulting cash. The Company is not liable to you for any cash, Collateral, or other property reported, escheated, or delivered to a governmental authority in accordance with Applicable Law, and you acknowledge that your sole recourse for recovery of such property will be against the applicable governmental authority. The Company may deduct any applicable fees, charges, and costs (including dormancy or processing fees, to the extent permitted by Applicable Law) before any such reporting or delivery.

j. **Death, Incapacity, or Dissolution**. In the event of your death, legal incapacity, or (if you are a legal entity) dissolution, your estate, executor, administrator, conservator, guardian, successor, or legal representative must promptly notify the Company in writing. Until the Company receives such notice and any documentation it reasonably requires (which may include death certificates, letters testamentary or of administration, inheritance or estate-tax waivers, or other instruments), the Company may, but is not obligated to, continue to rely on instructions reasonably believed to be authorized. Upon receipt of notice of your death, incapacity, or dissolution, the Company may, in its sole discretion and without liability: (i) restrict or suspend activity in your Account; (ii) decline to accept new orders; (iii) cancel open orders; and (iv) to the extent permitted by Applicable Law, liquidate, settle, or close out any open Contract positions, including where necessary to address an approaching expiration, position limit, margin deficiency, or other risk. The Company may require that all matters relating to your Account be handled in accordance with Applicable Law and its then-current policies before permitting any transfer, withdrawal, or transaction. Your estate and your Account will remain liable to the Company for all obligations, deficiencies, fees, costs, and expenses (including reasonable attorneys' fees) incurred in connection with your Account, and this Agreement is binding on your heirs, executors, administrators, conservators, successors, and assigns.

k. **Power of Attorney**. You irrevocably appoint the Company, with full power of substitution, as your true and lawful attorney-in-fact, to the fullest extent permitted by Applicable Law, to take any action and execute, deliver, and file any document or instrument that the Company reasonably deems necessary or appropriate to carry out this Agreement, including without limitation to: (i) liquidate, offset, settle, or close out Contract positions and apply Collateral in accordance with this Agreement; (ii) transfer funds, Collateral, or positions between your Account and any Affiliate Account, or to another futures commission merchant, as contemplated by this Agreement; (iii) execute and file Uniform Commercial Code financing statements and other documents to evidence or perfect the Company's lien and security interest; and (iv) make filings or provide information required of the Company under Applicable Law in respect of your Account. This power of attorney is coupled with an interest, is granted to secure your obligations under this Agreement, and survives your death, incapacity, or dissolution. For the avoidance of doubt, nothing in this Section grants the Company any discretionary trading authority or control over your Account, and the Company will not exercise investment discretion on your behalf.

l. **Headings; Interpretation**. The headings in this Agreement are intended for convenience of reference and shall not affect the interpretation of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring the Agreement to be construed or interpreted against a party as the drafter. Use of the words “include”, “included”, “includes” or “including” in this Agreement shall be deemed in each case to be followed by the phrase “without limitation” or “but not limited to.”

m. **Legal Process**. I acknowledge and agree that the Company, as well as the Company’s affiliates, service providers, their respective officers, directors, agents, employees, and representatives (collectively, the “**Company Representatives**”), may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which any of such Company Representatives reasonably and in good faith believe to be valid.

n. **ACKNOWLEDGMENT OF DISCLOSURES**. YOU UNDERSTAND THIS AGREEMENT AND CONSENT AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE. YOU ACKNOWLEDGE THAT TRADING IN FUTURES, OPTIONS ON FUTURES, COMMODITY OPTIONS, EVENT CONTRACTS OR OTHER DERIVATIVES CONTRACTS IS SPECULATIVE, INVOLVES A HIGH DEGREE OF RISK AND IS APPROPRIATE ONLY FOR PERSONS WHO CAN ASSUME THE RISK OF LOSS OF THE FULL AMOUNT OF COLLATERAL THEY POST. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, AND UNDERSTAND, AND HAVE RETAINED COPIES OF CFTC REGULATION 1.55 RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, AND UNDERSTAND ANY APPLICABLE EXCHANGE RISK DISCLOSURE STATEMENT AND RULEBOOK. YOU ALSO UNDERSTAND THAT YOU ARE RESPONSIBLE FOR REVIEWING AND UNDERSTANDING ANY AND ALL DISCLOSURES RELATED TO THIS ACCOUNT THAT ARE OR MAY BECOME APPLICABLE, INCLUDING BUT NOT LIMITED TO THE EVENT CONTRACTS RISK DISCLOSURE.

E-SIGN DISCLOSURE APPENDIX: CONSENT TO ELECTRONIC RECORDS AND SIGNATURES

This E-Sign Disclosure Appendix is part of, and is incorporated by reference into, the Agreement. It applies to all records and disclosures that the Company is required by Applicable Law to provide to you in writing in connection with your Account, including the CFTC Regulation 1.55 risk disclosure statements, the privacy notice, trade confirmations and account statements, tax documents, and other Account-related communications (collectively, "Records"). Please read it before you consent. Federal law (the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001) permits the Company to provide these Records to you electronically only if you consent, and only after you receive the following disclosures.

1. Scope of Your Consent. Your consent applies to all Records the Company provides to you during your relationship with the Company, and is not limited to any single transaction or Record.

2. Right to Paper Copies. You may request a paper copy of any Record at any time by contacting the Company at support@FanaticsMarkets.com. Requesting a paper copy will not, by itself, be treated as a withdrawal of your consent to electronic delivery.

3. Withdrawing Your Consent; Consequences. You may withdraw your consent to electronic delivery of Records at any time by contacting the Company at support@FanaticsMarkets.com. Withdrawal is effective only after the Company has had a reasonable period of time to process it. You understand that if you withdraw your consent, the Company may restrict or close your Account and terminate your access to the Company's services. Withdrawal of consent does not affect the legal effect or enforceability of any Record provided to you before the withdrawal took effect.

4. Keeping Your Contact Information Current. You must promptly notify the Company of any change to your email address or other contact information by updating your Account information on the Platform or by contacting support@FanaticsMarkets.com. The Company is not responsible for non-delivery of Records caused by your failure to maintain a current and functioning email address.

5. Hardware and Software You Need. To access and retain Records electronically, you need: a device with internet access; a current version of a commonly used web browser; a valid email account and software capable of receiving messages from the Company; the ability to view, save, and print PDF documents; and sufficient electronic storage or a printer to retain Records. If these requirements change in a way that creates a material risk that you will not be able to access or retain Records, the Company will notify you and give you the right to withdraw your consent without the imposition of any fee.

6. Your Consent. By checking agree (or a similar button) in electronic form, you confirm that you are able to access Records in the electronic form in which they will be provided, and you consent to receive Records electronically and to use electronic signatures, on the terms described above.