

User Agreement

This User Agreement (“Agreement”) sets forth the terms and conditions to which you (the “User” or “You”) are subject with respect to accessing and otherwise using the Platform. This is an Agreement between You and StoneX Group Inc. and its subsidiaries (“StoneX”). By using or subscribing to the Platform, You signify your agreement to the terms of this Agreement.

1. DEFINITIONS.

a. “Access Codes” means any username, identification number, password, license or security key, security token or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Platform.

b. “Affiliate” means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto.

c. “Aggregate Data” means the trading data and/or other information about trading provided by You to the Platform

or StoneX, in the aggregate, so long as such data or other information, as disclosed by StoneX, does not identify

to a third-party viewer that the source of specific trading data is You.

d. “Agreement” means this User Agreement, as it may be amended or modified from time to time in accordance with its terms.

e. “Confidential Information” means any and all disclosures which have been or will be communicated between You and StoneX, whether in written or oral form, including, without limitation, information concerning its business operations, business plans, pricing, fee schedule(s), commission, financial data, technology, regardless of whether such disclosure is market or otherwise designated as confidential.

f. “Customer Agreement” means an underlying customer agreement, terms and conditions of business or transactional agreement which may be entered into between StoneX and You.

g. “Data” means all data and other information generated by the Platform and/or otherwise provided to You by StoneX hereunder, including, without limitation and as applicable, information

regarding bids, offers, pricing, rates, charges, spreads, trading volume, block trades and liquidity.

h. "Existing Technology" means the software and intellectual property rights owned or licensed by StoneX or any Affiliate of StoneX, in connection with which the Platform has been developed, used or operated by StoneX.

i. "Fees" has the meaning ascribed thereto in Section 7.

j. "Governmental Authority" means any national, federal, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or other quasi-governmental entity established to perform any of such functions.

k. "IP Rights" has the meaning ascribed thereto in Section 12.

l. "Law" means all applicable laws, rules, regulations, judgments, decrees, treaties, ordinances, orders and rulings, interpretations, and statements of policy, of any Governmental Authority or self-regulatory organization, authority, agency or body, in each case which has jurisdiction over StoneX, the User, or their respective operations.

m. "Order" is a data object which describes your firm willingness to enter into a Transaction and which You want the Platform to execute.

n. "ORS" means an electronic trade/order routing service or platform provided by a third-party ORS Provider.

o. "ORS Provider" means a third-party provider of an ORS.

p. "Person" means an individual, partnership, limited partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust or joint venture, or a Governmental Authority or political subdivision thereof.

q. "Platform" means each StoneX trading platform, digital service, software, electronic communication network, or third-party ORS made accessible to You via the internet and/or telecommunications networks and through a front-end trading or graphical user interface or API that enables authorized Persons, directly, indirectly, or through an

authorized third party, to enter into Transactions.

r. "Representatives" means a Person's officers, directors, members, managers, employees and agents.

s. "Session" is a communications connection between the Platform as it resides at StoneX's and/or its licensor's

hosting facility and the StoneX workstation instance running on your desktop or server computer.

t. "StoneX Party" means StoneX, its Affiliates, and their respective Representatives.

u. "Term" has the meaning ascribed thereto in Section 3.

v. "Transactions" shall mean any one or more transactions effected through use of the Platform.

w. "You" has the meaning ascribed thereto in the preamble hereof; and "Your" has a meaning correlative thereto.

2. REPRESENTATIONS AND WARRANTIES. As of the date hereof You represent and warrant to StoneX and agrees for the benefit of StoneX that:

a. If You are a natural person, You are of sound mind, legal age (18 years old in the United States) and legal competence.

b. If You are not a natural person, (i) You are duly organized and validly existing under the applicable laws of the jurisdiction of Your organization or formation; (ii) the execution of this Agreement and all Transactions contemplated hereunder and performance of all obligations contemplated under this Agreement have been duly authorized by all necessary action by You; and (iii) each person executing and delivering this Agreement and all Transactions contemplated hereunder on your behalf have been duly authorized by You to do so.

c. This Agreement constitutes Your legal, valid and binding obligation, enforceable against You in accordance with its terms;

d. Your acceptance of this Agreement and all Transactions contemplated hereunder, and performance of all of Your obligations contemplated under this Agreement and any Transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to You.

e. You represent that You have or, prior to using the Platform, will have obtained all consents and authorizations necessary for You to use the Platform and effect purchases and sales relating to Transactions through the Platform on behalf of Your or Your clients, including consents or authorizations under an agreement or power of attorney from any client(s).

f. You assume full responsibility for any orders, Transactions, or other use of the Platform by You or Your authorized personnel.

g. You acknowledge and agree that a breach by any of Your personnel or agents of any provision of this Agreement will constitute a breach by You.

3. YOUR USE OF THE PLATFORM; TERM.

- a. Your access to, and Your use of, the Platform is expressly subject to Your compliance with the terms of this Agreement.
- b. You agree to not make use of the Platform in a manner that would violate the Law. The Platform is not available for use by any Person in any jurisdiction where (by reason of that Person's domicile, status or otherwise) the availability of the Platform is prohibited. Persons to whom such prohibitions apply must not access the Platform.
- c. The term of this Agreement (the "Term") shall commence at the moment of Your first access to or use of the Platform and shall continue for so long as You are authorized to use the Platform by StoneX and/or it is terminated in accordance with Section 20.
- d. You acknowledge and agree: (i) use of a Platform, and all orders and information placed through such Platform, are at Your sole risk and orders, trades, instructions and other information may not be received by StoneX, You or any applicable exchanges (as applicable) due to technical problems; (ii) all orders are subject to acceptance by StoneX and the limitations and parameters established by StoneX and the applicable exchanges; (iii) StoneX may be responsible for routing orders/trades and confirmations between the Platform and the appropriate trading exchanges; and (iv) trades and Transactions executed or routed through the Platform will be governed and controlled by the Customer Agreement. In addition, You acknowledge that, unless otherwise stated in the Customer Agreement: (x) prices and terms for Transactions are subject to change at any time including after You have routed an order through the Platform, and (y) StoneX makes no representation or guaranty that the price shown to You on a Platform will be acceptable or executed, and StoneX will have no liability whatsoever for such changes in pricing or a resulting unexecuted trade.
- e. Subject to Your compliance with the terms and conditions of this Agreement and any trading policies and procedures (the "Trading Policies and Procedures") applicable to the Transactions and the Customer Agreement, You are granted a limited, revocable, nonexclusive, non-transferable license to access and use the Platform during the Term of this Agreement, for purposes and in a manner consistent with the terms of this Agreement, the Trading Policies and Procedures and the Customer Agreement.
- f. You shall not alter, modify or manipulate the content of the Data in any way other than for the purposes identified in this Agreement. You shall not use the Data for any purpose other than in connection with trading on, and using, the Platform. You also shall not publish or redistribute the Data, or otherwise directly or indirectly provide any third party with access to the Data (or any data or information derived from the Data).
- g. If applicable to Your use of the Platform, you acknowledge and agree that the Transactions You execute through the Platform may be with Persons that are dealers in such Transactions, and that they may engage in separate Transactions before, after or simultaneously with Your entry of an order at different prices from those provided through the Platform and may have material nonpublic information with respect thereto.

h. You acknowledge and agree that the Transactions You execute through the Platform will be subject to the StoneX commission fee schedule and any bid/offer/FX spread included in the pricing offered to You through the Platform.

i. You will, at your own cost and expense, provide all equipment, operating platforms, and software (other than software to be provided by StoneX) to use the Platform. StoneX will provide any minimum standards and requirements for such equipment, operating platforms, and software prior to You being activated on a Platform. You will provide, at Your own cost and expense, all connections from Your computers and systems to the Platform, and StoneX will have no liability for any such equipment or connections, nor any liability for any damage to Your equipment, systems, connections or computers.

j. You represent that You are financially sophisticated and experienced in the type of trading or other Transactions to be routed through the Platform.

k. You acknowledge and agree that StoneX may, in its sole discretion, agree to provide You with certain electronic services, which may include, without limitation, access to a Platform or ORS (whether by electronically transmitting orders to StoneX or otherwise) either directly or through/in connection with a third party ORS Provider. StoneX will permit You to use an ORS solely for purposes of routing orders, trades and related information among You, exchanges and StoneX provided that You have an account with StoneX and have entered into an agreement with an ORS Provider. You may access an ORS only after StoneX has authorized You to use the ORS.

l. You understand that technical problems or other conditions may delay or prevent Persons from entering or canceling an order or receiving information through the Platform. You specifically agree StoneX shall not be liable for, and You will not hold or seek to hold StoneX liable for, any loss, cost or damage (including trading losses or data losses) suffered or incurred by You or any third party arising out of (1) any use or reliance on a Platform or its content; or (2) any interruptions, failures (including access and security failures and unauthorized use or access by third parties), faults or delays in or related to the Platform or out of any errors, omissions or inaccuracies in the information transmitted through a Platform to or by any person, however such interruptions, failures, faults, delays, errors, omissions or inaccuracies arise, unless due to StoneX's gross negligence or willful misconduct.

4. **SUSPENSION OR LIMITATION.** Notwithstanding any other provision of this Agreement, You acknowledge that StoneX shall have the right to restrict Your access to, or to impose limits or suspend Your trading or Transactions on, the Platform, either generally or in respect of specific Transactions or Your specific end-users, or to discontinue transmitting any or all information, or to refuse to facilitate or process any or all Transactions, if in StoneX's sole discretion any of the following circumstances occurs: (i) full or partial Platform failure, including failure of the technology constituting the Platform or any of the communications links within the Platform or between the Platform and any other Person or end user, or any other circumstance where it is not practicable for StoneX to provide the Platform; (ii) a breach in the security of the Platform; (iii) a breach by You of Your obligations under this Agreement, the Trading Policies and Procedures or the Customer Agreement; (iv) in order to comply with Law; or (v) if market conditions generally, or

conditions with respect to a particular Transaction render it necessary or desirable, in StoneX's sole determination, to do so. Any actions taken by StoneX pursuant to this Section shall continue for such time as StoneX shall reasonably determine to be necessary or desirable. You agree that (x) it shall be a material breach of this Agreement to evade, or attempt to evade, any suspension, restriction or limitation imposed under this Section; and (y) StoneX shall not be obligated to take any action permitted under this Section.

5. CONTROL OF THE PLATFORM AND UPDATES. You acknowledge that StoneX shall have sole discretion and control over, and the right to modify at any time, the Platform's functionality, configuration, appearance and content, including without limitation: (i) the parameters and protocols by which Orders are placed, routed, matched or otherwise processed by the Platform; and (ii) the availability of the Platform to any of Your end-users or with respect to particular Transactions at any particular places, times or locations; and (iii) by providing Platform upgrades, bug fixes, patches, other error corrections, and/or new features.

6. TRANSMISSION OF INFORMATION. In connection with Your use of the Platform, the operation of the Platform (including, if applicable, the matching of bids and offers submitted to the Platform by You and the formation of Transactions with respect thereto) shall be based on (i) all bids, offers, Orders, commands and other input information submitted by You and accompanied by a valid Access Code (if applicable), in the form in which such information is received by the Platform; and (ii) Transaction acknowledgments or confirmations sent to You by the Platform reflecting Transactions based on information received from You accompanied by a valid Access Code (if applicable), in the form in which such acknowledgments or confirmations are sent out by the Platform; in each case regardless of whether or not (A) such bids, offers, other Orders or commands or other input information were authorized by You; (B) such information had been altered or corrupted (electronically or otherwise) prior to reaching the Platform; and (C) such Transaction confirmations are altered or corrupted (electronically or otherwise) after being transmitted from the Platform. For each Order submitted through the Platform, User will receive an acknowledgment (which may be written, oral, or electronically transmitted) or written or electronic confirmation of the Order. If there is a conflict between the Order submitted through the Platform and the terms of any such acknowledgement or confirmation, the terms of the acknowledgement or confirmation shall control. Other than information made generally available to all end-users of the Platform, You shall have access only to information about the Orders that You or Your authorized personnel execute using the Platform. You acknowledge that StoneX shall not have any duty to verify whether any information submitted to the Platform accompanied by a valid Access Code was authorized by You. You acknowledge that the StoneX Parties shall not be responsible for any loss, corruption or modification of information submitted to or sent by the Platform, except to the extent that StoneX has committed gross negligence or engaged in willful misconduct with respect thereto.

7. FEES. Unless separately provided in a written schedule of fees agreed or acknowledged by You ("Fees"), StoneX shall not charge you additional Fees to use the Platform beyond those incorporated into any fees or commissions or mark-ups charged for Transactions under the relevant agreement between You and StoneX governing such Transactions. If any Fees are payable, You shall be solely responsible for all taxes, levies or charges imposed by any

Governmental Authority of any kind whatsoever with respect to your trading and/or the Fees paid to or owing with respect to the Transactions executed by You via the Platform, unless otherwise stated in the Customer Agreement.

8. NO OBLIGATION TO MAINTAIN RECORDS. You acknowledge that StoneX has no obligation to maintain or retain, and shall not be responsible for maintaining or retaining, any records of Transactions that You execute on the Platform, and acknowledge that You shall be responsible for maintaining such records.

9. ACCESS CODES AND SECURITY. You are responsible for assuring the security and confidentiality of any Access Codes utilized by You, your personnel, or agents. You shall promptly notify StoneX as soon as You become aware or reasonably believe of any unauthorized use or misuse of the Platform or the Access Codes by any Person. Upon receipt of such notice from You, or if StoneX believes that any Person is breaching the Platform's security, using the Platform without due authority, or using the Platform in a manner that is not in the best interests of the participants therein generally, or otherwise misusing the Platform, StoneX shall have the right (but not the obligation), in its sole discretion, to take any action as it may deem necessary to prevent such Person from accessing or using the Platform until such time as (in StoneX's sole discretion) such breach, unauthorized use or misuse is no longer continuing or will no longer continue. You shall take all measures commercially reasonable under the circumstances to rectify such breach, use, unauthorized use, or misuse, whether requested by StoneX or not, including immediately ceasing to access or use the Platform. StoneX shall not be liable for any breach of Platform security or for any of your losses arising therefrom, except to the extent that StoneX has committed gross negligence or engaged in willful misconduct with respect thereto.

10. RISK OF TRANSACTIONS. You acknowledge that You have been informed and that You understand that (i) StoneX may be a principal to a Transaction, however in the event that StoneX is not a principal to a Transaction, StoneX shall not directly or indirectly be responsible for, or otherwise guarantee, the performance of any Transaction entered into by You via the Platform, and no StoneX Party shall have any liability to You or any other Person for any Transaction executed via the Platform and You agree that You may not and You shall not proceed against any StoneX Party to collect or recover any amounts owed to You or to enforce any of your rights in connection with, or as a result of, such Transaction; (ii) no service provided by StoneX in connection with the Platform or otherwise shall give rise to any fiduciary or equitable duties on the part of StoneX; (iii) StoneX may receive fees from one or more third parties in respect of any particular Transaction executed through the Platform; and (iv) the submitting or posting of any information to or on the Platform by any Person shall not be deemed to be a recommendation by any such Person that You should enter into any particular Transaction or that any particular Transaction is suitable or appropriate for You.

11. CONSENT TO ELECTRONIC TRANSMISSION OF ACCOUNT ACTIVITY AND/OR STATEMENTS. User hereby consents to receive Transaction confirmations and/or account statements (monthly and daily statements) online. StoneX will provide User with password-protected access to online reports. Order acknowledgments, confirmations and/or statements are deemed received when made available to User by StoneX, regardless of whether User actually accessed Platform to view

such order and/or statements. User is responsible for alerting StoneX to any change in his/her e-mail address and/or contact information. This consent shall be effective until revoked by User in writing and received and acknowledged by StoneX.

12. BETA SERVICES. StoneX may make early stage or non-production services ("Beta Services") available to You upon Your request. All Beta Services will be clearly designated as Beta Services in any Order Form or the Service's dashboard. Beta Services are intended for evaluation purposes only, and may be accessed by You at Your sole discretion. StoneX may, but is not obligated to, provide support for the Beta Services or correct any bugs, defects, or errors in the Beta Services. StoneX may discontinue Beta Services at any time in StoneX's sole discretion and has no obligation to make them generally available. StoneX will have no liability for any harm or damage arising out of or in connection with any Beta Services, including any obligation or liability with respect to Your data. Any configurations or data entered by You into Beta Services, and any customizations made to Beta Services by or for You, may be permanently lost.

13. INTELLECTUAL PROPERTY AND PRIVACY RIGHTS. You acknowledge and agree that StoneX is the sole owner (except to the extent owned by third-party licensors and except to the limited extent licensed by StoneX to participating financial institutions and their clients, including, without limitation, the limited license set forth in Section 3(e) hereof) of all right, title and interest (collectively, the "IP Rights") in and to the Platform, the Data produced by and distributed by or through the Platform (but, for the avoidance of doubt, no Data You provide to the Platform related to bids, offers, trades, and the like), and each component thereof, and all intellectual property and proprietary rights with respect thereto, including, without limitation, patent, copyright, trade secret, trademark and other proprietary rights, in and to the Platform and each component thereof, and to all modifications, including custom modifications, to the Platform and each component thereof, whether made by or with the assistance of You or any other Person, and any know-how, techniques, methodologies, equipment or processes used by StoneX, the look and feel of the Platform and each component thereof, all software (front- and back-end), all registered trademarks, trademark applications, trademarks and service marks, trade names, URL registrations and all pricing information and other Data. You shall not obtain any intellectual property rights in or to the IP Rights. You shall not (i) alter, maintain, enhance or otherwise modify the Platform; (ii) disassemble, decompile or reverse-engineer the Platform; nor (iii) otherwise take express action to discover the equivalent of the Platform. You acknowledge and agree that StoneX shall use information regarding your identity and use of the Platform in accordance with its stated privacy policy, as such policy may be amended from time to time by StoneX in accordance with the terms thereof. StoneX is the owner of the Aggregate Data and reserves the right to manipulate, use, license (to Affiliates of StoneX and to other Persons) and sublicense the Aggregate Data, in its sole discretion.

14. CONFIDENTIALITY. Each party acknowledges and agrees as part of Your use of StoneX's products and services in conjunction with access and use of the Platform, each party will receive and not disclose to any third party unless required by law information, either in written or verbal form, which is confidential and proprietary to the other party (and/or its licensors or affiliates), including but not limited to IP Rights, which the receiving party will hold in strict confidence and not disclose to any person (other than your employees and agents on a need to access basis).

Neither party will publish, distribute, or otherwise make Confidential Information available to third parties any information derived from or relating to the StoneX products and services or Platform which include but is not limited to, pricing, fee schedule(s), and commission. Each party agrees to use the same standard of care it uses to protect its confidential information, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information. The duties in this Section 13 do not apply to Confidential Information that is: (i) lawfully within a party's possession prior to this Agreement; (ii) voluntarily disclosed to a party by a third party so long as that party does not breach any obligation not to reveal such information;(iii) voluntarily disclosed to the public by the other party; or (iv) already generally known to the public.

15. DISCLAIMERS AND LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT THE PLATFORM, ITS COMPONENTS, INTERFACES, ANY RELATED EQUIPMENT, ANY DOCUMENTATION, DATA AND OTHER MATERIALS AND THE EXISTING TECHNOLOGY ARE PROVIDED "AS IS". THE STONEX PARTIES AND ANY THIRD-PARTY PROVIDERS SPECIFICALLY DISCLAIM, WITHOUT LIMITATION, ALL WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT (EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 16 "INDEMNIFICATION" HEREOF) OR THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. THE STONEX PARTIES AND ANY THIRD-PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THE PLATFORM OR AS TO THE RESULTS TO BE ATTAINED BY YOU FROM ACCESS TO OR USE OF THE PLATFORM. THE STONEX PARTIES AND ANY THIRD-PARTY PROVIDERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS RELATING TO ANY SOFTWARE, ANY TECHNOLOGY, ANY EQUIPMENT, THE PLATFORM, THE EXISTING TECHNOLOGY, DATA OR ANY OTHER INFORMATION, MATERIALS, OR THAT THE PLATFORM MEETS YOUR REQUIREMENTS OR SHALL BE UNINTERRUPTED, TIMELY, SECURE, COMPLETE, ACCURATE OR FREE FROM ERRORS OR DEFECTS. THE STONEX PARTIES MAKE NO WARRANTIES AS TO THE LIFE OF ANY URL GENERATED OR PUBLISHED. YOU ACKNOWLEDGE THAT CERTAIN SOFTWARE AND EQUIPMENT USED BY YOU MAY NOT BE CAPABLE OF SUPPORTING CERTAIN FEATURES OF THE PLATFORM. YOU HEREBY ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY THE STONEX PARTIES AND ANY THIRD-PARTY PROVIDERS EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. NONE OF THE STONEX PARTIES OR ANY THIRD-PARTY PROVIDERS RECOMMENDS, ENDORSES, ADVOCATES OR SPONSORS ANY OF THE TRANSACTIONS APPEARING ON OR MADE THROUGH THE PLATFORM. YOU ACKNOWLEDGE THE SUBSTANTIAL RISKS ASSOCIATED WITH TRADING TRANSACTIONS. UNLESS OTHERWISE NOTIFIED TO YOU, ANY PRICE INFORMATION, QUOTES, FORECASTS, RETURN ESTIMATES OR INDICATIONS OF PAST PERFORMANCE ARE FOR INFORMATION PURPOSES ONLY AND DO NOT GUARANTEE FUTURE PERFORMANCE AND DO NOT CONSTITUTE AN OFFER TO BUY OR SELL OR ANY SOLICITATION OF AN OFFER TO BUY OR SELL ANY CURRENCIES, CURRENCY PAIRS, METALS, METALS PAIR, COMMODITY, SWAP OR OTHER PROPERTY (OR OPTION RESPECTING ANY OF THE FORGOING), NOR TO ENTER INTO ANY TRANSACTION. THE PLATFORM SHALL NOT SERVE AS THE PRIMARY BASIS FOR ANY OF YOUR INVESTMENT DECISIONS AND NONE OF THE STONEX PARTIES SHALL BE OR BE DEEMED TO BE YOUR FINANCIAL ADVISOR OR FIDUCIARY. YOU

HEREBY ACKNOWLEDGE THAT ANY RELIANCE UPON ANY CONTENT OF THE PLATFORM SHALL BE AT YOUR SOLE AND EXCLUSIVE RISK. THE PARTIES HERETO ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES LEVIED BY THE PLATFORM OR IN RELATION TO ITS USE, AND THAT, WERE THE STONEX PARTIES TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. YOU UNDERSTAND AND AGREE THAT THE STONEX PARTIES SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOST DATA, LOSS OF USE OF THE PLATFORM, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS) SUFFERED BY YOU, YOUR AFFILIATES AND ANY OTHER PERSON, EVEN IF ONE OR MORE STONEX PARTY HAS OR HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT TO THE EXTENT SET FORTH IN SECTION 16(b) HEREOF, THE AGGREGATE LIABILITY OF THE STONEX PARTIES FOR DAMAGES FOR ANY CAUSE WHATSOEVER RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE PLATFORM, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO \$25,000. THE STONEX PARTIES SHALL HAVE NO LIABILITY TO YOU IN CONNECTION WITH THE FAILURE BY ANY OTHER PERSON TO PERFORM ANY TRANSACTION EXECUTED VIA THE PLATFORM OR THE FAILURE OF ANY OTHER PERSON TO COMPLY WITH THE TRADING POLICIES AND PROCEDURES OR ITS AGREEMENTS WITH STONEX REGARDING ACCESS TO OR USE OF THE ACCESS METHOD OR THE PLATFORM.

16. INDEMNIFICATION.

a. You agree to defend, hold harmless and indemnify the StoneX Parties from and against any loss, damage, cost or expense, including legal fees, incurred by any StoneX Party which arises out of or relates to, directly or indirectly, (i) Your use of the Platform, (ii) Your failure to fully and timely perform any of your obligations hereunder, (iii) any of Your representations and warranties made that may at any time be untrue or incorrect and (iv) any failure or omission by a third party licensor and You shall pay all costs incurred by and damages (including reasonable attorney's fees and disbursements) awarded against a StoneX Party in connection there with.

b. StoneX agrees to defend, hold harmless and indemnify You from and against any claim, suit or proceeding brought by a Person other than an Affiliate of You to the extent that it is based on a claim that the Platform infringes any copyright or registered U.S. patent or trademark of such Person, and StoneX shall pay all costs incurred by and damages (including reasonable attorney's fees and disbursements) finally awarded against the User, but shall not be responsible for any compromise or settlement made without StoneX's consent. Such indemnity, however, is specifically exclusive of any such claims which arise or result from (i) the misuse of the Platform by You; (ii) alteration of the Platform by You, provided that no infringement would have occurred absent such alteration; (iii) use of the Platform by You in combination with apparatus, hardware, software or services not provided, authorized or furnished by StoneX, provided that no infringement would have occurred absent such combination; and (iv) use of the Platform by You in a manner that violates this Agreement, the Trading Policies and Procedures or in a manner for which the Platform was neither designed or contemplated. You shall promptly notify StoneX in

writing of any claim, suit or proceeding in which StoneX may have obligations under this subsection (b), provided, however, that Your failure to provide prompt written notice hereunder shall excuse StoneX only to the extent that it is prejudiced thereby. You shall cooperate with StoneX with regard to the defense of any suit or threatened suit. StoneX shall have full control of any such claim, proceeding or suit and the authority to settle or otherwise dispose of any such suit or threatened suit, and to appeal any adverse judgment which may be entered. Upon written notice of a claim that the Platform is infringing a third party's intellectual property rights, StoneX may, but is not obligated to (i) modify or replace the Platform to make it non-infringing; (ii) procure any rights from any Person necessary to offer the Platform; or (iii) terminate providing the Platform, in each case in full satisfaction of its obligations pursuant to this subsection (b).

17. **FORCE MAJEURE.** In no event shall StoneX be held liable for damages or for any loss, damage, cost or expense, including attorneys' fees, directly or indirectly, by government restrictions, exchange or market rulings, suspension of trading, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, including but not limited to earthquakes, hurricanes and tornadoes, acts of God, market conditions or other conditions beyond StoneX's control. In the event that any communications network, data processing system, or computer system StoneX uses or which is used by You, whether StoneX owns it or not, is rendered inoperable in whole or in part or is subject to delay, disruption, failure, malfunction or error, StoneX shall not be liable to You for any loss, liability, claim, damage or expense resulting, either directly or indirectly, therefrom.

18. **EXPORT REGULATION.** The Platform may be subject to United States of America export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Platform or Data to, or make the same accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.

19. **DISCLOSURE OF USER INFORMATION.** StoneX will not share or sell information regarding its Users and/or prospective Users, except to its employees, agents, partners, and associates as required in the ordinary course of StoneX's business conducted on behalf of Users, including, but not limited to, StoneX's banking or credit relationships. StoneX may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding You and Your Transactions in response to a request for such information or in response to a court order or subpoena. You will supply StoneX with all information requested by StoneX concerning You or Your clients which is reasonably necessary for StoneX to comply with any regulatory reporting obligations of StoneX.

20. **TERMINATION.** This Agreement shall continue and be in effect until termination by You or StoneX. You may terminate this Agreement if: (i) You have no open positions with respect to any Transactions and no liabilities held by or owed to StoneX; and (ii) User has provided written notice to StoneX by e-mail or by mail delivery service to StoneX; and (iii) StoneX has accepted the notice and acknowledged receipt. StoneX may, in its sole discretion, terminate this Agreement at any time, effective as of the close of business on the day notice is sent to You. Termination by either

party shall not affect any Customer Agreements, contracts or other Transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement, nor shall it relieve You of any obligations arising out of any deficit balance.

21. SURVIVAL OF CERTAIN SECTIONS. Sections 5, 10, 12, 14, 15(a), 15(b), 17, 24, 25, 26, 27, 28, and 29, hereof shall survive the expiration, termination and/or completion of this Agreement.

22. BINDING EFFECT. This Agreement shall be continuous and shall cover, individually and collectively, all accounts of User at any time opened or reopened with StoneX, irrespective of any change or changes at any time in the personnel of StoneX or its successors, assigns, or Affiliates. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal representatives.

23. ASSIGNMENT. You shall not assign this Agreement in any manner without the prior written consent of StoneX, and any attempted assignment in violation of this Section 23 shall be null and void. StoneX may assign this Agreement to any Affiliates or to another Person in connection with the transfer of all or part of StoneX's assets or business to a third party.

24. AMENDMENTS; WAIVER. You understand, acknowledge and agree that StoneX may amend or change this Agreement at any time with the revised terms of the Agreement taking effect from the date of publication, unless otherwise specified by either (i) Publishing the revised terms of this Agreement on its website and/or the Platform, or (ii) By sending an e-mail message to You. Your continued use of the Platform shall be deemed to constitute your acceptance of any such revised terms of this Agreement. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by StoneX or its agents to assert its rights under this Agreement on any occasion or series of occasions.

25. SEVERABILITY. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

26. INJUNCTIVE RELIEF. In the event of a violation or threatened violation by You of any terms of this Agreement related to Confidentiality or IP Rights, shall entitle StoneX to the right, in addition to such other remedies as may be available pursuant to law or this Agreement, to injunctive (including preliminary and permanent injunctions and temporary restraining orders) or declaratory relief enjoining such act or threatened act. You acknowledge that legal remedies for such violation or threatened violation are inadequate.

27. GOVERNING LAW. This Agreement and all matters arising directly or indirectly here from or with respect hereto or from or with respect to Your access to or use of the Platform, including, without limitation, tort claims, shall be governed by, and construed in accordance with, the laws as stated in the Customer Agreement or, if none, the internal laws of the State of New York, without reference to the choice of law principles thereof. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings between them with respect to such matters.

29. TITLES AND HEADINGS. The headings and table of contents in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement