

ARCHITECT FINANCIAL DERIVATIVES LLC
TERMS OF SERVICE

Last Updated: May 14, 2024

These Terms of Service (“**Terms**” or “**AFD Terms**”) represent an agreement between Architect Financial Derivatives LLC. (“**AFD**,” “**we**” or “**us**”) and any person (“**you**”) who initiates and/or completes the process to open and maintain an account with AFD to enter orders in futures and options instruments (“**Commodity Interests**”) and for use of certain trading tools and software services made available by AFD (collectively, the “**AFD Services**”).

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. BY USING THE AFD SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE AFD SERVICES IS SUBJECT TO THESE TERMS; IF YOU DO NOT AGREE, DO NOT USE THE AFD SERVICES. BY CLICKING “I AGREE” AND USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK “I AGREE” AND DO NOT ACCESS OR USE THE AFD SERVICES.

1. Eligibility. In using the AFD Services and agreeing to these Terms, you are confirming that (i) you can legally enter into binding agreements and are legally permitted to use the AFD Services in your jurisdiction, (ii) you are not subject to any sanctions from any domestic or foreign government or are otherwise prohibited by law from using the AFD Services, and (iii) that AFD may electronically deliver account agreements, statements, disclosures and any other applicable documentation. In addition, by agreeing to the AFD Terms, you agree to be bound by the Architect Financial Technology Inc. (“**AFT**”) Website Terms of Use available at: https://www.architect.co/doc/AFT_Website_Terms_Of_Use.pdf, and the AFT Privacy Policy available at: https://www.architect.co/doc/AFT_Privacy_Policy.pdf, which describes the collection, use and disclosure of information relating to you and your use of the AFD Services, as well as additional services provided on the AFT Website (collectively, the “**Website Terms**”). Such Website Terms are fully incorporated into these AFD Terms by reference. If there is any conflict between these AFD Terms and any other agreement(s) or terms you have entered into with AFD or AFT, including the Website Terms, the conflicting provision in these AFD Terms will control with respect to the AFD Services. These AFD Terms govern your use of the AFD Services only as between you and AFD, and your use of any Third-Party Services (defined below) in connection with the AFD Services may be subject to or limited by the providers of such Third-Party Services.

2. Use of AFD Services. To use the AFD Services, you must create a user account (“**Account**”), and you acknowledge that you will be solely responsible for keeping your own account credentials, which may include a password, or other personal information (“**Account Credentials**”). You agree that you will not disclose your Account Credentials to anyone, including AFD, and you will notify us immediately of any unauthorized use of, or loss of access to, your Account or Account Credentials. You are responsible for all activities that occur under your Account, or are otherwise referable to your Account Credentials, whether or not you know about them. We reserve the right to suspend or terminate your use of the AFD Services at any time, in our sole discretion if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Account registration requirements or these Terms.

3. Fees. In consideration of the AFD Services, you agree to pay AFD the fees made available to customers at: <https://docs.architect.co/architect-user-guide-and-faq/architects-platform/fees-and-commissions> (the “**Fees**”). Unless otherwise agreed to between you and AFD in writing, all Fees are identified in US dollars and are payable upon receipt of an invoice from AFD. All Fees are non-cancellable and non-refundable. The Company reserves the right to change Fees upon at least sixty (60) days written notice (which may be sent via email) prior to the expiration of your then current term. Such revised Fee will apply to the term following such sixty (60) day notice. Without limiting any other remedy available to AFD by law or equity, in the event that any of your payment obligations are overdue and outstanding, AFD may, in its sole discretion and without affecting any other rights and remedies available, terminate your access to the AFD Services immediately upon notice to you until such time as all amounts due and owing to AFD are paid in full. In the event AFD provides you with an AutoPay payment option, and you elect such option, you authorize AFD to automatically debit your bank account/debit card or charge your credit card, on a recurring basis no earlier than two (2) days before your statement due date until you terminate your authorization by Contacting AFD at billing@architect.co. You authorize AFD to store your payment method for future payments by you. The amount of each recurring payment will be the full price reflected

on your invoice for AFD Services. If you find a billing error and notify AFD at least four (4) days before your monthly statement is due, we will attempt to correct the error before the next recurring payment. Also, if you sign up for, cancel or make changes to AutoPay two (2) days or less before the payment due date, the change may not take effect until the following payment cycle. Otherwise, we will automatically debit/charge the amount reflected on your statement. After terminating your authorization, you will be responsible for scheduling payments for subsequent charges. You also authorize AFD to credit your bank account/card in the appropriate amount for any refunds or other billing adjustments.

4. Risk Disclosures. By agreeing to these AFD Terms, you also acknowledge and understand the disclosures available at: https://www.architect.co/doc/AFD_Risk_Disclosure.pdf.

5. Authorizations; Representations. You understand that the Account is self-directed. Accordingly, you appoint AFD as your agent for the purpose of carrying out your directions to AFD in accordance with the terms and conditions of these Terms and any attendant risks with respect to the purchase or sale of Commodity Interests. AFD is authorized to open or close the Account(s), place and withdraw orders and take such other steps as are reasonable to carry out your directions. All transactions will be effected only upon your instructions, in the form of an order, or the instructions of your authorized delegate. You understand that AFD provides trading services through the AFT website. You agree to receive and transmit financial information through such electronic means. Your use or grant of access to the Account to any third party to access information or place transactions in your Account is solely at your risk.

All orders for the purchase or sale of Commodity Interests given for your Account will be authorized by you and executed in reliance on your promise that an actual purchase or sale is intended, and AFD nor any of its affiliates or subsidiaries shall be liable for any order submitted by you, on your behalf, or otherwise through your Account. It is your obligation to pay for purchases immediately or on AFD's demand. You understand that AFD may at any time, in its sole discretion and without prior notice to you, prohibit or restrict your ability to trade Commodity Interests. You further agree not to allow any person to trade for your Account unless a trading authorization for that person has been received and approved by AFD.

6. Third-Party Services. The AFD Services may integrate with, contain links to, permit you to connect with, or otherwise rely on or include third party software, data, products or services ("**Third-Party Services**"). Your use of such Third-Party Services may be subject to prior approval by the applicable Third-Party Provider and/or you satisfying requirements imposed by such Third-Party Provider. Such requirements may include, but are not limited to: (a) entering into and maintaining a direct agreement with the applicable Third-Party Provider; (b) payment of a separate fee to the applicable Third-Party Provider; (c) entering into an addendum or amendment to this Agreement setting forth Third-Party Provider specific terms, and/or (d) complying with any Third-Party Provider or Third-Party Service additional or superseding terms and conditions. You also acknowledge and agree, that in some circumstances, Third-Party Providers may have entered into revenue sharing agreements with AFD and/or its affiliates. Any Third-Party Services provided or made available by AFD or its affiliates are provided "as is", without any warranty and, notwithstanding anything to the contrary in this Agreement, neither AFD nor its affiliates shall have no liability nor indemnification obligations of any type with respect to such Third-Party Service. Any acquisition by you of Third-Party Services, and any exchange of data between you and any Third-Party Service or use of data with any Third-Party Service, is solely between you and the applicable Third-Party Provider. "**Third-Party Provider**" means any third-party providers or licensors of data, software, or other elements that are included on the Software.

7. Ownership; Limited License. The AFD Services, including the text, graphics, images, photographs, videos, illustrations, and other content contained therein, are owned by AFT or its licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the AFD Services are reserved by us or our licensors.

8. Funding your Account. You understand that AFD does not maintain your funds or assets in your Account. You further understand that you may only initiate a deposit into your account maintained by a Futures Commission Merchant ("FCM Account") by utilizing the tools made available to you through the AFD Services. You further

understand that when you initiate a deposit, you explicitly provide an instruction to AFD to instruct a designated third-party payments provider (the "Payments Processor") to initiate a payment from your personal account with another financial institution ("Personal Account"), in a method acceptable to the FCM, and transfer your funds to your FCM Account. You further understand that AFD and/or the Payment Processor may be required to verify your ownership of your Personal Account and you hereby authorize AFD and the Payment Processor to take such steps as they deem appropriate to verify your ownership of your Personal Account.

9. Trade Limitations. AFD reserves the right to impose limitations on trade sizes, transaction amounts, or other limitations on your activity using the AFD Services, at any time in our sole discretion. We may or may not notify you of such limitations or changes to such limitations. Failure to adhere to the trade limitations may result in suspending or terminating your access to the AFD Services.

10. Term, Termination, Suspension, and Cancellation. We reserve the right to modify or terminate all or part of the AFD Services at any time, in our sole discretion, for any reason, without liability to you. Subject to the requirements of law, we may limit, suspend, or terminate your use of AFD Services at any time without notice and for any reason, including if you breach these Terms, if we suspect you are engaged in fraudulent activity, or if your AFD Account is suspended or closed by us or by you. You agree that we are not liable to you or any third-party for any suspension, discontinuance, or termination of the AFD Services or of your use of AFD Services. You may discontinue your use of the AFD Services at any time.

11. Disclaimer of Warranties. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE AFD SERVICES ARE PROVIDED BY AFD ON AN "AS IS" BASIS AND AS AVAILABLE, AND YOUR ACCESS TO, PARTICIPATION AND/OR USE OF THE AFD SERVICES, IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AFD EXPRESSLY DISCLAIMS ALL, AND YOU RECEIVE NO WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. AFD MAKES NO WARRANTY THAT THE AFD SERVICES WILL BE ACCURATE, COMPLETE, RELIABLE, UNINTERRUPTED, CURRENT, TIMELY, OR ERROR-FREE NOR DOES AFD MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE AFD SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE AFD SERVICES.

12. Limitation of Liability and Indemnification. IN NO EVENT SHALL AFD OR ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, EXEMPLARY LOSS OR OTHER DAMAGES RELATED TO THESE AFD TERMS, THE AFD SERVICES AND/OR WHETHER DIRECT OR INDIRECT: (i) LOSS OF FINANCIAL ASSETS, (ii) LOSS OF DATA, (iii) LOSS OF INCOME, (iv) LOSS OF OPPORTUNITY, (v) LOST PROFITS, AND (vi) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND WHETHER OR NOT AFD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AFD'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO \$10.00 PER USER. You agree to hold harmless and indemnify AFD, our affiliates and subsidiaries, officers, directors, agents, and employees from and against any third-party claim arising from or in any way related to (a) your breach of the AFD Terms or the Website Terms, (b) your use of the AFD Services, (c) any transactions or agreement you enter into with third parties related to your use of the AFD Services, or (d) your violation of applicable laws, rules or regulations in connection with the AFD Services.

13. Miscellaneous.

a. Compliance with Laws. Both parties agree to comply with all applicable local, state, national, and foreign laws, rules, and regulations, including, but not limited to, applicable sanctions laws, anti-money laundering regimes, financial services laws, and all applicable import and export laws and regulations governing use, transmission and/or communication of content, in connection with their performance, participation, access and/or use of the AFD Services.

b. Governing Law and Dispute Resolution. You agree that these AFD Terms will be governed by and construed under the laws of the State of New York without regard to conflicts of law principles. The parties will submit all disputes arising under these Terms to arbitration in New York City, New York before a single arbitrator of the American Arbitration Association (“AAA”), subject to the following:

Three Forums Exist for the Resolution of Commodity Disputes: Civil Court litigation, reparations at the Commodity Futures Trading Commission (CFTC) and arbitration conducted by a self-regulatory or other private organization.

The CFTC recognizes that the opportunity to settle disputes by arbitration may in some cases provide many benefits to customers, including the ability to obtain an expeditious and final resolution of disputes without incurring substantial costs. The CFTC requires, however, that each customer individually examine the relative merits of arbitration and that your consent to this arbitration agreement be voluntary. By signing this agreement, you: (1) May be waiving your right to sue in a court of law; and (2) are agreeing to be bound by arbitration of any claims or counterclaims which you or AFD may submit to arbitration under this agreement. You are not, however, waiving your right to elect instead to petition the CFTC to institute reparations proceedings under Section 14 of the Commodity Exchange Act with respect to any dispute that may be arbitrated pursuant to this agreement. In the event a dispute arises, you will be notified if AFD intends to submit the dispute to arbitration. If you believe a violation of the Commodity Exchange Act is involved and if you prefer to request a section 14 “Reparations” proceeding before the CFTC, you will have 45 days from the date of such notice in which to make that election. You need not sign this agreement to open or maintain an account with AFD.

c. Amendment. AFD shall have the right, at any time and without notice, to add to or modify these Terms, simply by delivering such amended terms to you by email at the address provided to AFD by you. Your access or use of the Services after the date such amended terms are delivered to you shall be deemed to constitute acceptance of such amended terms.

d. Waiver and Severability. If any provision or part of a provision of these Terms is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. Moreover, the failure of AFD to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

e. Notices. You agree and consent to receive electronically all notices, communications, agreements, documents, and disclosures that we provide in connection with these Terms, your Account and your use of the AFD Services. You may communicate any Feedback, including questions, complaints, or claims with respect to AFD Services to us at: support@architect.co.

f. No Third-Party Beneficiaries. This Agreement is made solely and specifically for the benefit of AFD and its successors and assigns and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of these Terms as a third-party beneficiary or otherwise.