

Direct Access Participant Agreement

I. Services.

Rothera Exchange and Clearing LLC (the “Company”) hereby enters into this agreement (the “Direct Access Participant Agreement” or “Agreement”) with the Direct Access Participant, as that term is defined in the applicable Rulebook(s), (hereinafter, a Direct Access Participant shall be referred to as a “Participant”) for the purpose of receiving access to venues for the trading and/or clearing of Contracts through the Company’s Designated Contract Market (“DCM”), swap execution facility (“SEF”), and/or derivatives clearing organization (“DCO”), in accordance with that Participant’s eligibility (the “Services”). Company is willing to provide such Services to Participant, in accordance with the eligibility requirements set forth in the Rulebook(s), pursuant to the terms of this Agreement. Participant agrees to be bound by the terms of this Agreement, and the Company’s Rulebook(s), as applicable. Company will provide Participant with access to a system or a platform for execution of Transactions and/or for Clearing Services, as applicable, as provided in the applicable Rulebook(s), and as required by the U.S. Commodity Exchange Act, as amended (the “Act”), and the regulations of the U.S. Commodity Futures Trading Commission (the “CFTC”), as amended from time-to-time.

II. Definitions.

Capitalized terms used but not defined herein have the respective meanings given to them in the applicable Rulebook(s).

III. Participant Eligibility.

By executing this application and whenever using the Services, the undersigned hereby represents and warrants that Participant meets the eligibility requirements as set forth in Rules 3.2 and 3.3 of the applicable Rulebook(s), as amended from time to time, and (i) if trading through the SEF, or (ii) if executing block trades on the DCM, is an Eligible Contract Participant (“ECP”). Further, each time such Participant or any of its Authorized Representative(s) or Authorized User(s) enters an Order, effects a Transaction or otherwise uses the Services, Participant represents, warrants and reaffirms that Participant meets the eligibility requirements as set forth in Rules 3.2 and 3.3 of the applicable Rulebook(s), and (i) if trading through the SEF, or (ii) if executing block trades on the DCM, is an ECP.

IV. Participant Obligations and Consent to Jurisdiction of Company.

Participant shall pay the fees and charges for the Services as specified and revised from time to time on the Company website (“Website”), located at rothera.io. The fees and charges for the Services are enumerated on the Website. Company will notify Participant of any change to such fees and charges by means of a Website post, and any such changes will be effective 10 days after Company posts such amended fees on the Website. Following the expiration of such 10-day period, the fees schedule on the Website will be deemed amended accordingly. Participant’s continued use of Services after the expiration of the 10-day period will constitute Participant’s agreement to pay the amended fees and charges for the Services.

Participant hereby acknowledges and agrees that it has received and read the rules and regulations established by Company applicable to the DCM, SEF, and/or DCO Services used by the Participant, and which are contained, respectively, in the Company's separate DCM, SEF and DCO rulebooks (as supplemented or amended from time to time, the "Rulebook(s)", and each individually as the context requires, a "Rulebook"). Further, Participant agrees to be and will be bound by, and will comply with, the applicable Rulebook(s) as amended from time to time. In the event of any conflict between this Agreement and the applicable Rulebook(s), the applicable Rulebook(s) will govern.

Participant hereby consents to the jurisdiction of Company. Upon the prior written request of Company, Participant will promptly (but in any event, within five Business Days) provide to Company such information about itself and its Authorized Representatives and Authorized Users as Company requests.

Participant hereby agrees that it will only allow itself or its duly authorized employees, Authorized Representatives and Authorized Users, in each case previously identified to Company, to access or use the Services. Participant agrees to accept full responsibility for any Orders submitted to, and Transactions effected on, the Platform and for any use of the Company DCM, Company SEF, or Company DCO made by it, or made pursuant to the login information of Participant or its Authorized Representatives or Authorized Users. Participant will be financially responsible for such trades even if the Orders received via the Company DCM or Company SEF were (1) entered in error or as a result of a failure in security controls and/or credit controls, other than due to the gross negligence of Company, or (2) entered by an unknown or unauthorized user using the login credentials of Participant or its Authorized Representatives or Authorized Users.

V. Participant's Representations and Warranties.

Participant hereby represents, warrants and covenants to Company, and each time such Participant or any of its Authorized Representatives or Authorized Users enters an Order, effects a Transaction, clears a Transaction, or otherwise uses the Services, that Participant will be deemed by such act to represent, warrant and covenant to Company the following:

1. if such Participant is not a natural person, Participant is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and each other jurisdiction in which the nature or conduct of its business requires such qualification;
2. if such Participant is an individual, Participant is of the age of majority in the individual's place of residence;
3. such Participant has all requisite legal authority and capacity to enter into this Agreement and to use the Services on its own behalf and to perform its obligations as a Participant;
4. such Participant will maintain during the term of this Agreement all required and necessary regulatory approvals and/or licenses to operate as a Participant;
5. such Participant, and its Authorized Representatives and Authorized Users, are and will be in compliance with all material respects of the Act, CFTC Regulations and all other applicable laws, rules, regulations, judgments, orders and rulings of any governmental authority or self-regulatory organization, authority, agency, court or body, including the

laws of any jurisdiction applicable to an Order or Transaction (collectively, “Applicable Law”) (including data protection and privacy laws and laws with respect to recording messages and communications of Participant employees, including providing and obtaining required notices or consents); and

6. Participant, its Authorized Representatives and Authorized Users are not statutorily disqualified and that there is, to the best of Participant’s knowledge, no pending or threatened action, suit or proceeding before or by any court or other governmental, regulatory or self-regulatory body, to which either Participant, its Authorized Representatives or Authorized Users is a party, that seeks to affect the enforceability of this Agreement or Participant’s ability to act as a Participant.

VI. Participant Acknowledgments.

Participant further acknowledges and agrees that:

1. it is fully aware of the speculative nature and high risk associated with the Services referred to in this Agreement and of derivatives, futures, swaps, and options trading generally (including the risk that Participant or its Authorized Representatives or Authorized Users may incur trading losses);
2. it is fully aware that if Participant transfers digital currency away from Company, that transfer is immediately irreversible once effectuated, that Participant is solely responsible for designating the correct destination and maintaining the ability to access and control the transferred digital currency, and that Company accepts no responsibility for Participant’s ability to access or control any digital currency transferred away from Company by Participant or its Authorized Representatives or Authorized Users;
3. it is fully aware of, acknowledges, and agrees to Company’s Digital Currency Fork policy set forth in Rule 11.14 of the applicable Rulebook(s);
4. it will abide by and be subject to the applicable Rulebook(s), as now existing and as hereafter duly amended from time to time, including the obligation to submit to arbitration or the jurisdiction of the State or Federal courts located within the City of New York in accordance with Chapter 10 and Rules 11.5 and 11.6 of the applicable Rulebook(s);
5. Participant agrees to be bound by, and comply with, this Agreement, and amendments to this Agreement, solely by virtue of Participant’s or its Authorized Representatives’ or Authorized Users’ access to, or use of, the Services;
6. notwithstanding the above, amendments to this Agreement are automatically effective unless, within ten days of the change, Participant: (1) ceases using the Services; (2) does not enter into any further trades of any kind on the Platform; and (3) gives notice to Company to arrange for the closing of its Accounts;
7. this Agreement is enforceable against Participant, and against each of its Authorized Representatives and Authorized Users directly, through the dispute resolution procedures in this Agreement and the applicable Rulebook(s);
8. its status as a Participant may be limited, conditioned, restricted or terminated by the Board or Company in accordance with the applicable Rulebook(s);
9. it will provide such other information as may be reasonably requested by Company from time to time as may be necessary or desirable to verify its qualifications as a Participant;

10. it authorizes Company to verify, on an initial and a periodic basis, by investigation, the statements in the application materials provided to Company, which may include a criminal background check, a review of Participant's credit report, and such other action reasonably deemed necessary by Company;
11. it authorizes any governmental, regulatory or self-regulatory body, futures exchange, swap execution facility, securities exchange, national securities association, national futures association, bank or other entity to furnish to Company, upon its request, any information such entity may have concerning Participant, its Authorized Users or Authorized Representatives, and Participant hereby releases such entity from any and all liability of whatsoever nature by reason of furnishing any such information to Company;
12. it hereby authorizes Company to make available to any governmental, regulatory or self-regulatory body, futures exchange, swap execution facility, securities exchange, national securities association, national futures association, bank or other entity (upon such entity's showing of proper authority and need) any information Company may have concerning Participant, its Authorized Users or Authorized Representatives, and it hereby releases Company from any and all liability of whatsoever nature by reason of furnishing any such information;
13. it will not fraudulently deposit funds, collateral, assets or other property into its Direct Access Participant Account, Collateral Account, or any other account associated with this Agreement or the use of Company's Services (individually, an "Account" and collectively, the "Accounts");
14. it hereby authorizes Company to deduct from its Accounts maintained on the books and records of Company all fees or other charges accruing to Participant, including legal fees and costs;
15. it hereby authorizes Company to cancel, reverse, close out or transfer Participant's or its Authorized Representatives' or Authorized Users' positions, or terminate its Accounts, at Company's sole discretion, and without prior notice to the Participant or its Authorized Representatives or Authorized Users, provided that the position is not sufficiently collateralized, as determined in the sole and absolute discretion of Company;
16. it will be responsible to Company for payment of any deficiency remaining in Direct Access Participant's Account should an Account be liquidated or terminated;
17. it will keep confidential all information related to the Settlement Bank, including but not limited to the name of such Settlement Bank, account numbers, and bank personnel, except as necessary to perform Company-related transfers;
18. upon each transfer of Underlying to Company, it will pledge to Company a first-priority security interest in such Underlying, and it authorizes Company to make transfers of such Underlying in accordance with the applicable Rulebook(s);
19. it hereby declares that the statements in this Agreement and in any application materials provided to Company are true, complete and accurate, and that it will promptly notify Company in writing if any representation, warranty or covenant made herein changes or ceases to be true;
20. it will be solely responsible, at its own risk and expense, for (1) acquiring, installing and maintaining all equipment, hardware and software (other than any applications, algorithms, software, interfaces or code that Company may provide to such Participant pursuant to the terms of this Agreement for purposes of accessing and utilizing the Platform (collectively, "Trading Tools"), internet access, telecommunications, and network systems necessary and

compatible for it to access and use the Platform and Trading Tools, and (2) ensuring that any systems, facilities, servers, routers, and other equipment and software it uses to access and use the Platform and Trading Tools are at all times protected by, and at all times comply with, all applicable information security and firewall precautions in accordance with industry standards;

21. Company cannot guarantee electronic access to the Platform if Participant's internet service is down or disconnected, and that Company is not responsible for any losses due to Participant's (or its Authorized Representatives' or Authorized Users') inability to connect to the Platform when Participant's (or its Authorized Representatives' or Authorized Users') internet service is impaired, down or disconnected;
22. it will comply with any security policies applicable to Participant set forth on the Website;
23. it consents to the electronic delivery of all tax forms, including, without limitation, IRS Form 1099-B, or such other tax forms as Company may determine are required; and
24. it is obligated to update any and all information contained in any part of this Agreement for so long as Participant receives access to Services pursuant to this Agreement.
25. Participant, and each of its Authorized Representatives and Authorized Users, shall inform the Company of all other accounts that such Person owns or controls that trade or clear through the Company, whether they are Direct Access Participant Account(s) or accounts carried by one or more FCM Participants.

VII. Third-Party Exchange Participants: Representations, Warranties and Acknowledgments.

Participants and their Authorized Representatives and Authorized Users who trade through third-party exchanges and clear those trades through Company (hereinafter collectively, "Third-Party Exchange Participants"), hereby agree to be bound, and to comply with, all provisions in this Agreement to the same extent as other Participants, Authorized Representatives and Authorized Users. Third-Party Exchange Participants and their Authorized Representatives and Authorized Users hereby affirm all representations, warranties, covenants and acknowledgments in this Agreement, including but not limited to the acknowledgment that this Agreement is enforceable by Company against Third-Party Exchange Participants and their Authorized Representatives and Authorized Users directly, through the dispute resolution procedures in this Agreement and the DCO Rulebook. Additionally, each Third-Party Exchange Participant and each of their Authorized Representatives and Authorized Users agrees to be bound by and to comply with the DCO Rulebook.

Company may seek any legal, regulatory or similar claims against a Third-Party Exchange Participant and each of its Authorized Representatives and Authorized Users in the same manner it would pursue such an action against other Participants and their Authorized Representatives and Authorized Users. For the avoidance of doubt, unless expressly stated herein, nothing in this Agreement shall prevent Company or its agents from pursuing any claims, liabilities and expenses arising from the conduct of a Third-Party Exchange Participant or its Authorized Representatives or Authorized Users (including attorneys' fees, out of pocket expenses, costs and disbursements). For purposes of this Agreement, each Third-Party Exchange Participant shall be deemed to be a "Participant," unless otherwise noted herein, and all terms of this Agreement pertaining to Participants also pertain equally to Third-Party Exchange Participants. All terms of this

Agreement pertaining to Authorized Representatives and Authorized Users also pertain equally to any agent or representative of a Third-Party Exchange Participant.

VIII. Indemnity.

Participant hereby agrees to indemnify and hold harmless Company and its directors, officers, employees, members, affiliates and agents (each, a “Related Party”) from and against all expenses and costs and damages (including any legal fees and customary expenses), directly and actually incurred by Company (including consequential damages awarded to the third party) as a result of third-party claims resulting from, in connection with, or arising out of use of the Services or other activities of Participant, its Authorized Representatives or Authorized Users, or arising out of or relating to this Agreement, including any failure by Participant, for any reason, fraudulent, negligent, or otherwise, to comply with its obligations and requirements set forth in this Agreement, or any failure of Participant to comply with the agreements, representations or covenants contained in this Agreement.

Within 10 Business Days after Company receives written notice of a claim that Company reasonably believes falls within the scope of this paragraph, Company will provide Participant with written notice of that claim, provided, however, that failure to provide such notice will not relieve Participant of its indemnity obligations hereunder except to the extent Participant is materially prejudiced thereby and Participant will not be responsible for those expenses, costs and damages that Company incurs solely as a result of any such delay. Participant’s indemnity obligation will not apply to the extent there has been a final determination (including exhaustion of any appeals) by a court or arbitrator of competent jurisdiction that the expense, cost or damage arose from Company’s gross negligence, fraud or willful misconduct.

IX. Limited Warranty and Limitation of Liability.

The Company rules concerning liability and warranties (including without limitation Rule 11.7 of the applicable [Rulebook\(s\)](#), and any successor rules thereto) are incorporated herein by reference and apply with the same force and effect as if they were reproduced in their entirety in this Agreement. Those Company rules set out the entire liability of Company to Participant. All other liability of Company under or in connection with this Agreement is excluded, except to the extent that it is not permitted to be excluded by Applicable Law.

X. Data Use Consent.

Participant hereby grants Company a worldwide, perpetual, irrevocable, royalty-free, full sublicensable and freely assignable license to store, use, copy, display, disseminate and create derivative works from: (1) the price and quantity data for each Transaction entered into by Participant that is executed via the Services; and (2) each bid, offer and/or Order provided via the Services by Participant. Participant acknowledges and agrees that Company may use such information for business, marketing and other purposes.

XI. Market Information; No Warranty.

Company may make available to Participant, its Authorized Representatives and its Authorized Users a broad range of financial information that Company obtains from third-party service providers, including financial market data, spot market data, quotes, news, analyst opinions, links to other third-party sites and research reports (hereinafter, “Market Information”). Company does not endorse or approve Market Information, and Company makes it available to Participant and its Authorized Representatives and Authorized Users only as a service and convenience. Company and its third-party service providers do not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of Market Information, or (2) warrant any results from the use or reliance on Market Information. Company expressly disclaims and makes no warranty of merchantability, fitness for a particular purpose or use, or non-infringement. There is no other warranty of any kind, express or implied, regarding the Market Information.

Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither Company nor the third-party service providers are obligated to update any information or opinions contained in any Market Information, and Company may discontinue offering Market Information at any time without notice. Participant and its Authorized Representatives and Authorized Users agree that neither Company nor the third-party service providers will be liable in any way for the termination, interruption, delay or inaccuracy of any Market Information. Participant and its Authorized Representatives and Authorized Users agree not to redistribute or facilitate the redistribution of Market Information, and agree not to provide access to Market Information to anyone who is not authorized by Company to receive Market Information.

XII. No Investment Advice or Recommendations.

Participant hereby acknowledges and agrees that Company provides no legal, tax, investment, financial or other advice, and nothing contained in the Services constitutes a solicitation, recommendation, endorsement or offer by Company to buy or sell any Contract, commodity derivative, future, option or swap. Participant assumes the sole responsibility of evaluating the merits and risks associated with the use of the Services before making any investment decisions, and Participant agrees not to hold Company liable for any possible claim for damages arising from any decision made based on the Services, information or Market Information made available to Participant or its Authorized Representatives or Authorized Users by or through Company.

XIII. Netting Program.

Participant hereby acknowledges that Company provides a netting program (the “Netting Program”) as described on the Website, which may be amended or revised by the Company from time to time in its sole and absolute discretion. Participant hereby agrees that the Netting Program is made a part of, and incorporated by reference into, this Agreement. Participant hereby chooses to opt in or opt out of such Netting Program as elected on the signature page hereto.

XIV. Amendments to the Agreement.

Company may modify any of the terms and conditions that are set forth in this Agreement by providing not less than ten days prior written notice to Participant. Participant acknowledges and agrees that such notice is sufficient if posted to the Company website as a regulatory notice under “Regulatory Notices” and that no other or additional form of notice, actual or constructive, is required. If Participant does not consent to the modification, Participant may terminate this Agreement by sending a written notice of termination of its Accounts to Company at legal@rothera.io within ten days of receiving notification of the modification from Company. Any such termination will be effective as of the date on which the modification would have taken effect. In the event a Participant does not consent to the modification of this Agreement, and objects to the modification in a timely fashion as set forth above, then Participant (1) agrees to stop using the Services immediately, (2) agrees that neither it nor its Authorized Representatives, nor its Authorized Users will enter into any further trades of any kind on Company’s system, (3) grants Company the authority to close any open positions immediately, and (4) agrees it will be responsible to Company for payment of any deficiency remaining in Participant’s Accounts after the closing of such positions.

XV. Termination.

Subject to Applicable Law and the applicable Rulebook(s), Company or Participant may terminate this Agreement by giving the other prior written notice. Termination of this Agreement will not affect liability accrued as of termination. Sections V through XII, XIV, XVIII, and XXI will survive termination of this Agreement and continue in full force and effect.

In the event Participant elects to terminate this Agreement, then Participant (1) agrees to stop using the Services immediately, (2) agrees that neither it nor its Authorized Representatives nor its Authorized Users will enter into any further trades of any kind on Company’s system, (3) grants Company the authority to close any open positions immediately, and (4) agrees it will be responsible to Company for payment of any deficiency remaining in Participant’s Account after the closing of such positions.

XVI. Complete Agreement.

This document incorporates herein by reference the Company User Agreement and the Company Privacy Policy, both available on the Company website at <https://rothera.io/legal>, and any amendments thereto.

This Agreement constitutes the entire contract between the parties relative to the subject matter hereof. Any other previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement. Nothing in this Agreement, expressed or implied, is intended to confer upon any person (other than the parties hereto, their respective successors and assigns permitted hereunder) any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XVII. Severability.

In the event that any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

XVIII. Electronic Signatures.

Each party agrees that Participant's electronic signature is intended to authenticate this writing and to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time. Delivery of Participant's electronic signature to this Agreement shall be as effective as delivery of an original manual signature to this Agreement.

XIX. Assignment.

Participant may not assign this Agreement, in whole or in part, without the prior written consent of Company.

XX. USA PATRIOT Act Notice.

Company hereby notifies Participant that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies Participant, which information includes the name and address of Participant and other information that will allow Company to identify Participant in accordance with the USA PATRIOT Act.

XXI. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of New York. Any dispute between Company and Participant, or its Authorized Representatives or Authorized Users, arising from or in connection with this Agreement will be settled through arbitration or the State or Federal courts located within the City of New York in accordance with Chapter 10 and Rules 11.5 and 11.6 of the applicable Rulebook(s).

XXII. Click for Your Signature.

As noted above in Section XVIII, Participant will be signing this Agreement with a valid and binding electronic signature by checking the box to acknowledge having read, understood, and accepted this Agreement's terms and conditions.