

END USER AGREEMENT

Please read this End User Agreement (“**Agreement**”) carefully. This Agreement is a legal document that details your rights and obligations as a user (“**User**”) of the TradeSniper® software and system (including the API for the TradeSniper software and system) (collectively, the “**System**”) provided to you by Cunningham Commodities, LLC (“**CC**”), your participating Futures Commission Merchant (“**FCM**”). You cannot use the System until you have accepted the terms of this Agreement. CC reserves the right to update or revise this Agreement from time to time and any changes will be effective immediately upon posting on the System or the TradeSniper App located at www.tradesniper.app (“**TradeSniper App**”). If you do not accept the terms of this Agreement or any changes proposed by CC, your only remedy is to discontinue using the System and the TradeSniper App. You agree that CC may rely on your acceptance of this Agreement as if you had manually signed it.

In addition to this Agreement, you should also read our Privacy Policy located at www.tradesniper.com (“**Personal Information**”), which is incorporated by reference into this Agreement (“**Privacy Policy**”).

1. LICENSE.

1.1 **License**. Subject to the other terms and conditions set forth herein, CC and its licensors hereby grant to you a limited, non-exclusive, non-transferable, license to access and use the System and the TradeSniper App (but not to access or use the source code relating to the System). You shall not: (i) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, permit or otherwise attempt to derive any source code of the System; (ii) alter or copy, or direct a third party to alter or copy, any part of the System or the TradeSniper App; or (iii) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the System or the TradeSniper App to any third party.

1.2 **End User Compliance**. Your access to, and use of, the TradeSniper App and the System are expressly subject to your compliance with the terms of: (i) this Agreement, and (ii) any written guidelines for using the TradeSniper App posted on the TradeSniper App as amended from time to time (including the TradeSniper App’s privacy policy, if any, collectively the “**Operating Procedures**”). In the event of any inconsistency between this Agreement and the Operating Procedures, this Agreement shall prevail. CC shall have the right, at any time to amend the provisions of the Operating Procedures by posting on the TradeSniper App. Upon receiving written notification (including by CC posting on the TradeSniper App) of any restrictions on the System imposed by CC or any embedded third party software vendors, you agree to comply with any such restrictions.

2. USE OF THE SYSTEM

2.1 **Your Access**. You will be assigned a separate username and Password. You agree to keep confidential any Passwords used to access the TradeSniper App and System. You acknowledge that CC may accept as valid any information transmitted with a valid username and Password and shall not have any duty to verify the information. CC will not be responsible to determine whether any information transmitted was authorized by you; or whether there has been an alteration or corruption of the information transmitted to, or from, the System. In the context of the preceding sentences, “**information**” shall include all bids, offers, orders, commands and any other data or information submitted to the System. You agree to promptly notify CC as soon as you become aware of any unauthorized use or misuse of the System or

your Passwords. For the purposes of this Agreement, “**Passwords**” shall mean the access identification codes and passwords provided by CC to a participating financial institution for their use or for use by their clients, including, without limitation, all security identification codes and passwords provided by CC for your use of the System.

2.2 Suspension or Limitation. Notwithstanding any other provision of this Agreement, you acknowledge that CC shall have the right to restrict your access to or to impose limits or suspend your use of or access to the System or the TradeSniper App.

2.3 Conditions of Use. When using the System, you shall: (i) provide, at your sole cost and expense, all services, hardware, software, and other technology (including Internet access service) necessary to access the System (“**Access Systems**”) and you shall be solely responsible for installing, maintaining, securing and supporting all such technology; (ii) promptly report to CC any errors or irregularities in the performance of the System and, if the System fails to function in accordance with corresponding specifications, you shall provide: (a) copies of any and all programs, reports, data files, and other materials reasonably requested by CC; (b) support sufficient for CC to duplicate such failure; and (c) sufficient test time within which CC shall use its commercially reasonable efforts to correct such failure; (iii) perform your obligations hereunder and ensure that your use of the System shall comply with any and all applicable laws, rules, and regulations; and (iv) assume full responsibility for all risk associated with your use of the System, including, but not limited to, risk associated with your investment decisions as well as any financial obligations arising with respect to third parties resulting from your use of the System.

2.4 Availability. While CC’s objective is to make the System available on a 24x7 basis (except for reasonable scheduled downtime during non-trading hours), CC shall not be responsible for any damages or costs incurred by you for any unavailability or downtime of the System. CC may make the System, or portions thereof, unavailable from time to time for any reason including, without limitation, routine maintenance.

2.5 Access to Data. If, in providing the System, CC or any of its subcontractors or other third-party service providers (collectively “**CC Providers**”) requires access to any of your data, you hereby grant to such CC Providers a limited, non-exclusive, world-wide, royalty-free license to access, use, display, copy, store, translate, edit, and distribute any or all of your data across multiple computer systems, solely for the purposes of operating, maintaining, and delivering the System and providing support services to you.

2.6 Risk of Transactions. CC is not responsible for transmission errors, corruption, or compromise of data carried over local or interchange telecommunications carriers. You agree that: (i) CC shall not directly or indirectly, be a principal to any transaction or be responsible for, or otherwise guarantee, the performance of any transaction entered via the System; (ii) no CC Party shall have any liability to you or any other party for any transaction executed via the System and you shall not proceed against any CC 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; (iii) no service provided by a CC Party in connection with the System, or the TradeSniper App, or otherwise shall give rise to any fiduciary or equitable duties on the part of a CC Party; (iv) the submitting or posting of any information to or on the System by CC, or any other party 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. For the purposes of this Agreement, “**CC Party**” shall mean CC and its affiliates, employees, officers, directors, contractors, representatives, consultants and agents.

2.7 Specifications for Access. CC shall provide specifications, which may be updated, modified or amended from time to time (“**Specifications**”) for Access Systems that CC requires be used to access and use the System. CC shall not be responsible for the performance of the TradeSniper App or System if your Access Systems are not in conformance with the Specifications.

2.8 Control of System. You acknowledge that CC shall have sole discretion and control over, and the right to modify at any time, the TradeSniper App and the System’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 System; and (ii) the availability of the TradeSniper App and the availability of the System at any particular places, times or locations.

2.9 Auto-Liquidation. In the event that your net equity (the “**Customer’s Net Equity**”) falls below the Intraday margin requirement and/or the full margin requirement during the closing period, or if positions are held within a predetermined number of ticks in front of lock limit up or down moves, and prior to contract expiration, CC has the right, but not the obligation, in its sole discretion, to auto liquidate any or all of the open positions in the account. In the event of an auto-liquidation, CC retains sole discretion to determine the order in which positions will be auto liquidated. CC further has the right, but not the obligation, at its sole discretion to cancel any or all working orders affecting the Customer’s Net Equity prior to liquidation. For the avoidance of doubt, Cunningham may cancel working orders in certain other scenarios where liquidating a position is not necessary. You acknowledge and agree to your account being auto liquidated as a market order. If for any reason, positions are unable to be liquidated, you remain liable for the positions and for adverse market movements affecting the account. Further, you are responsible to pay promptly any debit balance that may result from the account being auto liquidated.

2.10 Principal Risks of Auto Liquidation. CC has the right, but not the obligation, to liquidate (including via auto-liquidation) the Customer’s account without prior notice. There are several risk factors associated with auto liquidation, including CC’s receipt of erroneous data from the exchanges or other technological errors, including delays in executing auto-liquidation trades. In cases of erroneous data or technological error, Customer acknowledges that CC shall not be liable for any trading losses. Furthermore, CC shall not be responsible for wrong data it receives from exchanges nor is CC responsible for late, lost, misdirected, misdelivered, incomplete, illegible or unintelligible orders; unavailable network connections; failed, incomplete, garbled or delayed computer transmissions; keypunch errors; online failure or other technical malfunctions or disturbances. Additional risks of auto-liquidation include: liquidation upon the market open due to changes in account value overnight, cancellation of working orders resulting in a margin deficiency or otherwise negatively impacting the Customer’s trading strategy. Market volatility could cause an account to be auto liquidated without notice to you. Customer is liable for all trading losses arising from the risks of auto liquidation. The risks described in this Section 2.10 relate primarily to the risks of CC’s auto-liquidation procedures and are in addition to the risks of futures trading generally described in the risk disclosure required under CFTC Rule 1.55 and other risk disclosures that have been provided to Customer separately.

2.11 Auto Liquidation Fees. In the event that your account is auto liquidated, you may be charged a fee. Fees will be debited from your account. For fees related to auto liquidation please visit our application at tradesniper.com.

2.12 Deposits and Withdrawals. For all information regarding deposits and withdrawals relating to the Services kindly visit our application at tradesniper.com.

3. PROPRIETARY RIGHTS

3.1 CC Property. “**CC Property**” includes, but is not limited to, the System and the TradeSniper App, all materials associated therewith, and any other content, products, documentation, software, materials, or other technology related to the System including, but not limited to, any and all modifications, enhancements, updates, and configurations, whether written, printed, electronic, or in source code or any other format, and any patent, copyright, trade secret, trademark, service mark, or other Intellectual Property Rights in any of the foregoing. For the purposes of this Agreement, “**Intellectual Property Rights**” means all intangible legal rights, titles and interests evidenced by or embodied in or connected or related to the following: (i) all inventions (whether patentable or un-patentable and whether or not reduced to practice), all improvements thereto, patents and patent applications, and any divisional, continuation, continuation in part, extension, reissue, renewal or re-examination of patent issuing therefrom (including any foreign counterparts); (ii) any work of authorship, regardless of copyright ability, copyrightable works (including moral rights); (iii) mask works and integrated circuit layouts and applications and registrations thereof; (iv) computer software, including any and all software implementations of algorithms, models, methodologies, artwork and designs, whether in source code or object code; (v) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (vi) designs and any applications and registrations thereof; (vii) all trade secrets, confidential information and business information; (viii) trademarks, service marks, trade names, certification marks, collective marks, logos, brand names, business names, domain names, corporate names, trade styles and trade dress, get-up, and other designations of source or origin and all and applications and registrations thereof; (ix) all documentation, including user manuals and training materials relating to any of the foregoing and descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; and (x) all other proprietary rights, industrial rights and any other similar rights.

3.2 Ownership. CC or its licensors retain all right, title, and interest in and to the CC Property. CC or its licensors grant only those rights and licenses expressly provided for herein and do not thereby transfer any title or ownership interest to the CC Property or any modifications, enhancements, or derivative works thereof. You shall not interfere with or otherwise challenge CC’ or its licensors’ rights in the CC Property or remove or alter, or cause or allow to be removed or altered, any notice, symbol, or legend or any trademark, copyright notice, or other proprietary rights appearing in or on any of the CC Property. You hereby assign to CC or its licensors all rights it may have in any and all suggestions, concepts, improvements, or other enhancements communicated by you to CC with respect to the System and/or TradeSniper App.

4. CONFIDENTIALITY

4.1 Each party shall at all times, both during the term hereof and for a period of at least three (3) years after termination, keep in confidence all Confidential Information (as defined below) received by one party from the other using a standard of care such party uses with its own information of this nature, but in no event less than reasonable care. The receiving party shall not use any Confidential Information other than in the course of its permitted activities hereunder. If a party is legally compelled to disclose any of the other party’s Confidential

Information, then, prior to such disclosure, the receiving party will: (i) assert the privileged and confidential nature of the Confidential Information; and (ii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, the receiving party shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

4.2 “**Confidential Information**” shall mean the terms of this Agreement, CC Property, computer software systems and programs, data, operation techniques and methodology, ideas, concepts and documents and business plans, marketing plans, affiliated parties, potential clients, client and supplier lists, trading strategies, pricing information, financial data and all information a party discloses to the other during the course of this Agreement which: (i) has been characterized in writing as confidential at the time of its disclosure; (ii) has been orally characterized as confidential at the time of disclosure; or (iii) ought reasonably be considered by the receiving party to be confidential given the circumstances of the disclosure, except for information which the receiving party can demonstrate: (a) is previously rightfully known to the receiving party without restriction on disclosure; (b) is or becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or public domain; (c) is disclosed to the receiving party by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving party without access to the Confidential Information.

4.3 Notwithstanding the above, you agree to maintain the confidentiality of all “trade secrets” of CC or its licensors in perpetuity, unless written consent otherwise is received by you from CC or its licensors. “**Trade Secret**” information covered by this restriction shall include, but shall not be limited to, any and all information related to the System and documentation, the TradeSniper App, the fact that you have entered into this Agreement with CC, and the existence of the System and the TradeSniper App. All terms and conditions with respect to Confidential Information shall pertain to “trade secrets” except that the obligation of non-disclosure shall be perpetual with respect to “trade secrets.”

5. PRIVACY

The provision of the services under this Agreement, as offered in the System and the TradeSniper App, involves collection and processing of certain data about you, including Personal Information. You hereby acknowledge and agree that any Personal Information related to your use of the System and the TradeSniper App will be processed in accordance with the TradeSniper App’s Privacy Policy located at www.tradesniper.app.

6. WARRANTY; DISCLAIMERS

6.1 User. If you are a natural person, you represent and warrant that you are at least 18 years of age and competent to enter into this Agreement. If you are not a natural person, you represent and warrant that you are duly organized and competent to do business under the applicable laws of your entity’s relevant jurisdiction, and you (and each person using the System on your behalf) is duly authorized to enter into this Agreement and take all actions contemplated hereby.

6.2 CC. CC warrants that the System shall perform in all material respects in accordance with the then-current documentation provided by CC. CC’s sole responsibility, and your sole remedy, under this warranty with respect to any material defects in the System shall be CC’s use of

commercially reasonable efforts to correct the defect within a reasonable period of time. CC shall have no responsibility for, and this warranty shall be voided in the event of: (i) errors or defects caused by your neglect, misuse, or damage to the System; (ii) use of the System with any technology or data not in accordance with the CC's specifications; (iii) use of data input forms not provided by or approved by CC; or (iv) any loss of data or use of the System as a result of any breach of security of the technology used by you in connection with the System. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SYSTEM (INCLUDING THE TRADESNIPER APP) AND ANY CONTENT PROVIDED THEREIN IS PROVIDED ON AN "AS IS" AND AS "AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. CC DOES NOT WARRANT THAT: (A) THE SYSTEM SHALL SATISFY YOUR REQUIREMENTS; (B) IS WITHOUT DEFECT OR ERROR; OR (C) SHALL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER. CC does not and cannot control the flow of data to or from CC's network, its service provider's network, or other portions of the internet. Accordingly, CC cannot guarantee that your connection to the internet will not be impaired or disrupted, and CC hereby disclaims any and all liability resulting from or related to such events. Without limiting the generality of the foregoing, CC makes no warranty that the transactions communicated via the System will be executed or completed or that information posted on the System or TradeSniper App will be timely or accurate.

7. DATA FEEDS

7.1 Data Feeds. In conjunction with the System, CC may provide access to certain third party data feeds (each, including the data and content in same, a "**Data Feed**"). Except as expressly set forth herein, the terms and conditions governing any such Data Feeds shall be as required by the applicable third party provider's (including their affiliates or their licensors, as applicable) (each a "**Third Party Data Provider**") data policies and agreements, as may be updated from time to time by the applicable Third Party Data Provider (the "**Data Policies**") (for example, certain of Chicago Mercantile Exchange Inc.'s data policies are described on www.cmegroup.com). If there is a conflict between a provision of this Agreement and any provision of the Data Policies, then solely with respect to the Data Feed subject to such Data Policy, the applicable Data Policy will control. With regard to the Data Feeds:

7.1.1 Editorial Content. Each Third Party Data Provider has complete editorial freedom with regard to the form and content of its respective Data Feed and may alter, add to or delete the same from time to time. CC will use commercially reasonable efforts to pass through any advance notice of such changes to you.

7.1.2 Obligations Regarding Data Feeds. You shall comply with the applicable rights and restrictions pertaining to each Data Feed and shall be fully responsible and liable for your acts with respect to, and use of, such Data Feed.

7.1.3 Ownership. The Third Party Data Providers shall retain all right, title and interest in and to the Data Feeds, and no proprietary rights shall be transferred to you regarding such Data Feeds. You agree that misappropriation or misuse of a Data Feed shall cause serious damage to the applicable Third Party Data Providers, and in such event money damages may not constitute sufficient compensation to the Third Party Data Providers; consequently, you agree that in the event of any misappropriation or misuse, the applicable Third Party Data Provider shall have the right to obtain injunctive relief in addition to any other legal or financial remedies

to which such Third Party Data Provider may be entitled.

7.1.4 Legal Compliance. You shall: (i) not use or permit anyone to use the Data Feed or any information or software provided through the Data Feed for any unauthorized or unlawful purpose; and (ii) shall comply with all applicable regulations, conditions or restrictions laid down from time to time by any statute, court order, telecommunications provider and/or regulatory authority in connection with access to, use, storage and transmission of the Data Feed or any information or software provided therein.

7.1.5 No Reuse or Redistribution. You shall not, and shall not authorize or permit anyone else to furnish any information or software provided via a Data Feed (including any derivative works based on or using such information or software) to any person or entity for reuse, redistribution or retransmission or any kind without the prior written approval of appropriate Third Party Data Provider. You may not, and shall not permit any third party to, transfer, sell, resell, lease, rent, sublicense, adapt, modify or store for subsequent use the Data Feeds for any such purpose, in whole or in part, in any form or manner or by any means whatsoever, without the applicable Third Party Data Provider's prior written approval. In addition, you shall not use any Data Feed separately from the System.

7.1.6 Audit. CC or a Third Party Data Provider may, on reasonable advance written notice, inspect all equipment and records relating to the use, distribution, and control of the Data Feed and all information or software provided via the Data Feed, in order to verify compliance with your obligations under this Agreement. Audits may be carried out without advance notice if CC or a Third Party Data Provider has reason to suspect material breach of this Agreement by you. Visits to your location(s) may take place within normal business hours during the term of this Agreement and for a period of two (2) years thereafter. CC and the Third Party Data Provider shall treat all information obtained in the audit confidentially and use it only for the purpose of verifying compliance with this Agreement.

7.1.7 DISCLAIMER FOR DATA FEEDS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CC AND THE THIRD PARTY DATA PROVIDERS PROVIDE THE DATA FEEDS "AS IS" AND AS "AVAILABLE", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND YOUR USE OF THE DATA FEEDS IS AT YOUR OWN RISK. WITHOUT LIMITING THE FOREGOING, CC AND THE THIRD PARTY DATA PROVIDERS DO NOT WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE DATA FEEDS. CC AND THE THIRD PARTY DATA PROVIDERS (EITHER INDIVIDUALLY OR COLLECTIVELY) SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES SUFFERED OR INCURRED WITH RESPECT TO ANY ACTUAL OR ALLEGED INACCURACY, UNTIMELINESS, INCOMPLETENESS, INADEQUACY, LACK OF TITLE, INFRINGEMENT, UNFITNESS, UNMERCHANTABILITY OR UNAVAILABILITY OF THE DATA FEEDS HOWSOEVER THEY MAY ARISE. YOU ACCEPT FULL RESPONSIBILITY FOR YOUR USE AND THE USEFULNESS OF THE INFORMATION AND SOFTWARE INCORPORATED INTO THE DATA FEEDS.

7.1.8 LIMITATION OF LIABILITY FOR DATA FEEDS. IN NO EVENT SHALL CC OR ANY THIRD PARTY DATA PROVIDER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF CC OR A THIRD PARTY DATA PROVIDER IN CONNECTION WITH THE DATA FEEDS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE FEES PAID BY YOU TO CC FOR SUCH DATA FEED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION FIRST OCCURRED.

7.2 Termination of Data Feeds. You acknowledge and agree that CC's rights to distribute, and your rights to access, a particular Data Feed depend on CC's license with the applicable Third Party Data Provider. Access to a Data Feed is subject to suspension or termination (as applicable) if: (i) CC's license to grant you access to such Data Feed is suspended, terminates or expires; (ii) CC has reason to suspect your noncompliance with this Agreement or the applicable Data Feed's Data Policy; or (iii) a Third Party Data Provider provides direction to CC to suspend or cease distribution of a Data Feed for any reason. Any such termination shall be without liability for any damage, loss, or expenses of any kind that you incur or suffer arising from or incident to any such termination.

7.3 Additional Terms. Additional disclosures, obligations and disclaimers pertaining to specific Third Party Data Providers will be provided to you as applicable.

8. TERMINATION

8.1 Termination. CC may terminate this Agreement and your access to the System at any time, for cause or for no cause, with or without written (including electronic) notice. You may terminate this Agreement at any time by discontinuing your use of the System and the TradeSniper App and deleting or destroying all copies of software or other components of the System and the TradeSniper App provided hereunder that are on your Access Systems.

8.2 Your Responsibilities Upon Termination. Upon termination or expiration of this Agreement, you shall cease using the System and the TradeSniper App and promptly delete or destroy all copies of software or other components of the System and the TradeSniper App provided hereunder that are on your Access Systems. You shall also return all documentation and all related materials to CC (or destroy all copies thereof) within fourteen (14) days following the date of termination of this Agreement.

9. LIMITATION OF LIABILITY

9.1 EXCEPT FOR CC'S INDEMNIFICATION OBLIGATIONS IN SECTION 9.2, IN NO EVENT WILL CC OR ANY CC PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM AND THE TRADESNIPER APP, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. FURTHER, CC AND EACH CC PARTY SHALL HAVE NO LIABILITY WHATSOEVER TO YOU FOR ANY AND ALL CLAIMS REGARDING THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED EXCEPT IN THE EVENT OF CC'S GROSS NEGLIGENCE, FRAUD OR WILLFUL

MISCONDUCT. IN JURISDICTIONS WHICH RESTRICT LIMITATION OF LIABILITY PROVISIONS, THE LIABILITY OF CC AND THE CC PARTIES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

9.2 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CC IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF INFORMATION, DATA, CONTENT OR OTHER MATERIAL IMPORTED INTO THE SYSTEM OR THE TRADESNIPER APP THAT HAS BEEN PROVIDED BY YOU OR A THIRD PARTY, NOR IS CC RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF ANY INFORMATION, DATA, CONTENT OR OTHER MATERIAL FOUND ON ANY THIRD PARTY WEB SITES TO WHICH THE SYSTEM OR THE TRADESNIPER APP MIGHT BE LINKED TO.

9.3 CC DOES NOT PROVIDE ANY INVESTMENT ADVICE, RECOMMENDATION, OR GUIDANCE, WHETHER IN CONNECTION WITH THE SERVICES OR OTHERWISE. NO COMMUNICATION BETWEEN CC AND USER SHALL BE CONSIDERED ANY FORM OF INVESTMENT ADVICE.

9.4 YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF THE FORM OF ACTION, WHICH YOU MAY HAVE ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THIS AGREEMENT, MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

10. INDEMNIFICATION

10.1 User. You agree to defend, hold harmless and indemnify CC and any CCParty from and against any claim, suit, or proceeding brought by a third party against CC or any CCParty to the extent that it is based on a claim arising, directly or indirectly, out of your use of the System, including the TradeSniper App (a “**Covered Proceeding**”) except for claims for which CC has an indemnity obligation in Section 10.2 below, and you shall pay all costs incurred by and damages (including reasonable attorneys’ fees and disbursements) awarded against CC or a CC Party arising out of such Covered Proceedings. CC shall reasonably cooperate with you with regard to the defense of any Covered Proceedings or threatened Covered Proceedings. CC reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not defend, hold harmless or indemnify CC or any CC Party for any actions brought against CC that arise out of the gross negligence, fraud or willful misconduct of CC.

10.2 CC. CC agrees to defend or settle (at CC’s expense and in CC’s sole discretion) any claim, suit or proceeding brought by a third party against a User to the extent that it is based on a claim that the System infringes any copyright, patent, registered trademark, or other intellectual property right or constitutes a misappropriation of a trade secret. Such indemnity, however, is specifically exclusive of any such claims which arise or result from: (i) your misuse of the System; (ii) alteration of the System by you; (iii) your use of the System in combination with apparatus, hardware, software or services not provided, authorized or furnished by CC (including any use or combination of the System via the API); and (iv) your use of the System in a manner that violates applicable law or regulation of any governmental authority or self-regulatory agency or authority, this Agreement, the Operating Procedures or in a manner for which the System was neither designed or contemplated. You shall promptly notify CC in writing of any claim, suit or proceeding that CC may have obligations with respect to under this Section 10.2. You shall cooperate with CC at CC’s expense with regard to the defense of any suit or threatened suit. CC 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. CC shall not be responsible for any compromise or settlement made without its consent. Upon written notice of a claim that the System is infringing a third party's intellectual property rights, CC may, but is not obligated to: (i) modify or replace the System to make it non-infringing; (ii) procure any rights from any third party necessary to offer the System; or (iii) terminate providing the System, in each case in full satisfaction of its obligations pursuant to this Section 10.2. The foregoing states CC's complete obligation and your sole and exclusive remedy for infringement claims arising under or related to this Agreement.

11. CONTACT INFORMATION

11.1 You agree to us using the contact details provided by you on the TradeSniper App to contact you directly, from time to time, in relation to your use of the Services or any other products or services offered by us.

11.2 If you have any questions, feedback, or complaints, you may contact CC via CC's customer support department at support@tradesniper.com or 312-939-0164. When contacting us we request that you include identifying information such as your name and address, and the issue for which you have feedback, questions, or complaints, so we can address your matter appropriately. Please note that calls made by you to our customer support department may be recorded for quality assurance.

11.3 You agree to treat our customer support staff in a respectful and professional manner and, in no way, behave abusively or in a derogatory manner. In the event we determine that your behavior, via telephone, live chat, email or otherwise, is abusive or derogatory towards our staff, you agree that we shall have the right to immediately suspend or terminate your Account.

12. MISCELLANEOUS

12.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom.

12.2 This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, legal representatives and assigns. Notwithstanding the foregoing, you shall not assign your rights or obligations hereunder without the prior written consent of CC.

12.3 This Agreement and performance hereunder shall be governed in accordance with the laws of the State of Illinois, without regard to its principles or rules regarding choice of law. No action involving this Agreement may be brought except in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois, Eastern Division.

12.4 If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

12.5 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

12.6 The provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding any such expiration or termination thereof.

12.7 Neither party shall be in default or be liable for any delay, failure in performance or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

12.8 The relationship between CC and you is that of independent contractors and neither you nor your agents shall have any authority to bind CC in any way.

12.9 Any notices required to be sent to CC under this Agreement shall be in writing and sent to CC at the following address:

731 N. 17th St. Unit 1
St. Charles, IL 60174

All notices shall be deemed given when received in the case of personal delivery or delivery by first-class registered or certified mail or overnight courier that produces written evidence of delivery.

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