



TERMS OF USE

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Agreement

You acknowledge and agree that your use of the Website, including any and all information, statements, materials, articles, research, data, software, links to third-party websites, products and services made available on or accessible through the Website (collectively the “Content”), is conditioned on your adherence to these Terms of Use, and that such acceptance creates a valid and binding contract between you and UCX LLC and its subsidiaries and affiliates (collectively “UCX”). These Terms of Use are to be observed in addition to the terms of any agreement you may have with UCX and are not intended to modify or supersede the terms of such agreement(s), which agreement(s), in the event of any conflicting terms, will govern. By using the Website and the Content, you further agree: (a) to comply with U.S. law regarding the transmission of any information through the Website; (b) not to use the Website for illegal purposes; and (c) not to interfere with, trespass on or disrupt the networks or computers and equipment connected to the Website. If, at any time, you do not wish to accept these Terms of Use, you must discontinue use of the Website and any Content obtained from the Website.

No Representation, Solicitation, Recommendation or Offer

Securities or financial instruments mentioned in the Website may not be suitable or appropriate for all investors. Your particular needs, investment objectives and financial situation were not taken into account in the preparation of the Website. The fact that UCX has made or may make Content available on or accessible through the Website does not constitute a representation by UCX that any such Content is suitable or appropriate for you or any other customer of UCX. The Content is for your personal use, and UCX is not soliciting any action based upon its provision. The Content is not to be construed as a recommendation or an offer to buy or sell, or the solicitation of an offer to buy or sell, or to enter into any transaction in respect of any security, financial product or other instrument. Although the information contained in the Content is obtained or compiled from or based upon information that UCX considers reliable, UCX does not represent that such information is accurate, current or complete. You acknowledge that: (a) the Website is provided for informational purposes only; (b) the Website may include information taken from third-party sources; and (c) any reliance on any portion of the Content shall be at your sole risk.

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Indemnification

You agree to indemnify, defend and hold harmless UCX, its subsidiaries and affiliates, and its officers, agents and employees (the "UCX Parties") in any respect from and against any and all losses, liabilities, judgments, fines, settlements, damages, costs and expenses (including attorneys' fees) resulting from or arising out of any suits, actions, claims, demands, investigations, hearings or similar proceedings (collectively, "Proceedings") to the extent such Proceedings are based on or result from (i) your inability to use the Website or any portion thereof, or any data, information, service, report, analysis or publication you derive therefrom; (ii) your breach or violation of any term or condition contained herein; or (iii) your violation of state or federal securities laws or regulations or any other person's rights, including but not limited to, infringement of any intellectual property, proprietary or privacy right of any third-party.

Disclaimer of Warranties

The information and materials contained in this site-including text, graphics, links or other items-are provided "as is" and "as available." The UCX Parties do not warrant the accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

The UCX Parties have no responsibility to maintain the Website, or any portion thereof, or to supply any corrections, updates, or releases thereto. The UCX Parties do not warrant that the

Website, or any portion thereof, will be uninterrupted, timely, secure or error free, that defects will be corrected, that the Website or the server on which it is hosted is free of viruses or other harmful components or that the Website or any software therein is compatible with your equipment.

Availability of the Website is subject to change without notice. You should not rely on any information contained in this Website without first checking with us that it is correct and up to date. No oral or written advice or information given by UCX, its employees or licensees will create a warranty or guaranty, nor may you rely on any such information or advice.

Limitation of Liability

In no event will UCX be liable for any damages, including without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if UCX or their agents or advisors are advised of the possibility of such damages, losses or expenses. Hyperlinks to other internet resources are used by you at your own risk; UCX is not in a position to and does not seek to monitor or verify the content, accuracy, opinions expressed and other links provided by these resources in any way and is not liable for any aspect of such resources or any consequence arising from your use of those resources.

Hyperlinks to or from Third-Party Websites

The Website may contain links to certain Internet websites sponsored and maintained by third-parties. These Internet websites are not under the control of UCX. UCX does not investigate, monitor or review such third-party websites for accuracy, completeness or conformance with applicable regulations or laws. In addition, third-party websites may contain links to the Website. UCX is not responsible or liable for, and makes no representations or warranties, concerning the content of any such third-party websites. The fact that UCX has provided a link to a third-party website, or that a third-party website has provided a link to the Website, does not constitute an endorsement, authorization, sponsorship, or affiliation by UCX with respect to that website, its owners, or its providers. Your access to a third-party website, and any services or information provided therein, is done at your own risk.

Computer Viruses

You shall not introduce into the Website any code, malicious or hidden procedures, routines or mechanisms that would inhibit other UCX customer's access to the Website, or to enable or impair its operation, nor shall you access the Website to gain any unauthorized access to any computer system operated by UCX.

Suspicious Activity

If we determine that you are engaging in, or has engaged in, any suspicious activity, UCX reserves the right to terminate your access to all or part of the Website immediately and, if deemed appropriate by UCX in its sole discretion, to notify any relevant government or regulatory authority.

Modifications to Terms of Use

We reserve the right, without notice and at our sole discretion, to modify any portion of these Terms of Use. You should continue to review these Terms of Use whenever accessing or using the Website. Your use of the Website after the posting of changes to these Terms of Use will constitute your acceptance of these Terms of Use, as modified, and you will be bound by any such changes as of the date they are first posted to the Website. We expressly reject any terms and conditions proposed by you that are in addition to or that conflict with these Terms of Use and such proposed terms and conditions shall be of no force or effect.

Enforceability and Governing Law

If any provision of these Terms of Use is determined to be invalid, superseded, illegal or unenforceable, in whole or in part, the validity, legality or enforceability of any of the remaining provisions or notices shall not in any way be affected or impaired thereby and shall continue in full force and effect. Any dispute, controversy or claim arising out of or related to the Website or these Terms of Use shall be governed by and interpreted under the laws of the State of North Carolina (excluding any rules of law that would lead to the application of the laws of any other jurisdiction).

Confidentiality

UCX will endeavor to maintain the confidentiality of personal information you provide in connection with the use of the Website and the Content. Nonetheless, you acknowledge and agree that any such information sent via the Internet may not be protected and there can be no assurance that such information will remain confidential. With the exception of personally identifiable information, any communication or material you post or transmit to UCX over the Internet is, and will be treated as, non-confidential and non-proprietary. Your posting or transmitting of any unlawful, threatening, libelous, defamatory, obscene, pornographic, abusive, discriminatory or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offence or violation of any law, is strictly prohibited. In addition, you acknowledge and agree that, subject to applicable law, UCX may disclose your name and other personal and financial information about you or your account(s) to its employees, representatives, officers, directors, agents and affiliates, or to any governmental or regulatory authority or self-regulatory organization, or to any third-party service provider, (i) to comply with applicable laws, rules, orders, subpoenas or requests for

information by governmental or regulatory authorities or self-regulatory organizations, or (ii) for any other purpose described in any agreement you may have with UCX.

For additional information regarding the confidentiality of personally identifiable information, please refer to UCX's Privacy Policy.

CONDITIONS OF MEMBERSHIP:

It shall be an offense against the UCX Exchange and a violation of UCX Exchange rules to make a misstatement upon a material point to UCX Exchange staff or on an application for membership.

I understand that a membership obtained by fraudulent representation or concealment, or by any material misstatement, shall be disposed of by the UCX Exchange, as provided for in UCX Exchange rules.

I do hereby agree that, if I am approved as a member of the UCX Exchange, I will observe and be bound by the UCX Exchange's Rules and Regulations, both those in effect now and in the future, and all amendments thereto.

I understand that the UCX Exchange may conduct, or cause to be conducted, an investigation into my character, general reputation, and personal characteristics and that the UCX Exchange may retain a consumer reporting agency for that purpose. I also understand that, upon my written request, UCX Exchange will disclose to me in writing the nature and scope of the investigation if conducted by a consumer-reporting agency. I hereby authorize the UCX Exchange to conduct an investigation as to my credit, character, general reputation, educational history, and personal characteristics.

I hereby authorize and direct any commodity and/or security exchange of which I am or have been a member, to release to the UCX Exchange all information concerning disciplinary action taken against me, or a firm in which I am or was a principal.

I hereby authorize the release of this membership application as well as my membership file for review by the primary clearing member that I designated on this application or which I may designate in the future.

I authorize and request any and all of my former employers and any other persons to furnish to the UCX Exchange any information they may have concerning my character, ability, business activities and reputation, financial background and credit worthiness, together with, in the case of former employers, a history of any employment by them and the reasons for termination thereof; and I hereby release each such employer and each such other person from any and all liability of whatsoever nature of furnishing such information to the Exchange.

Applicants applying for membership hereby consent to use by UCX and its affiliates of proprietary data or other personal information regarding the applicant/member received by UCX and its affiliates from time to time through the conduct of their businesses, including any data submitted to them to fulfill regulatory obligations, for commercial, business and marketing purposes. Without the prior consent of the applicant/ member, UCX and its affiliates will not reveal to non-affiliated third parties on a non-aggregated, non-anonymized basis any of the following information that is obtained from the applicant/member to fulfill regulatory obligations: (i) personally identifiable information, (ii) detailed transaction data, (iii) position data, (iv) investigative materials, or (v) financial source documents, except (w) as necessary to fulfill its regulatory obligations, (x) as permitted by law, (y) as required or requested by regulatory authority or (z) pursuant to a valid court order, subpoena or equivalent legal instrument.

The UCX Exchange will not recognize or administer any security agreement with respect to the ownership of this membership. Proceeds of the sale of this membership will be distributed as specified in UCX Exchange rules.

Furthermore, by signing this application, I confirm that if conducting business through UCX electronic markets I am not prohibited by any regulator (U.S. or otherwise) to which I am required to report.

In order to be eligible for membership with the UCX Exchange, applicants (individuals or corporates) must ensure that their request for membership is lawfully made in accordance with the laws of the jurisdiction in which they are located. Should such a request be made unlawfully, the UCX Exchange shall have the right to terminate said membership.

The undersigned, by filing application for a membership privilege with UCX's Membership Services Department, agrees to take no recourse against UCX or any of its managers, officers, or employees by way of any and all manner of actions, suits, controversies, judgments, executions, claims or demands, in law or equity, if the undersigned is not approved to be a member, except as may be permitted under Section 8c of the Commodity Exchange Act.

Testimonials

Testimonials may not be representative of the experience of other investors, partners or clients of UCX, nor do they guarantee UCX's future performance or success.

Contact

You may direct any questions or comments regarding these Terms of Use to Adam Zeck, Chief Operating Officer, via email (adam@ucxchange.com).

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