EXECUTING BROKER MEMBER TERMS OF BUSINESS

PLEASE CAREFULLY READ AND MAKE SURE YOU UNDERSTAND THESE TERMS OF BUSINESS, INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE (THE "TERMS OF BUSINESS").

1. INTRODUCTION

Welcome to the North American Derivatives Exchange, Inc. ("NADEX"), which operates two brands for its CFTC-regulated business: Crypto.com | Derivatives North America ("CDNA") and OG.com ("OG" or "OG Prediction Markets"). NADEX is the first fully electronic, retail-focused financial trading platform in the United States. By executing the NADEX Account Application Agreement (the "Agreement"), You have accepted and agreed to comply with these Terms of Business, which apply to all Executing Broker Members and may be updated and restated from time to time on the NADEX website.

NADEX is a Delaware corporation with its principal place of business in Chicago, Illinois, registered with the U.S. Commodity Futures Trading Commission ("CFTC") as a Designated Contract Market ("DCM") and Derivatives Clearing Organization ("DCO").

2. DEFINITIONS

You, Your: These terms refer to the entity that is the Executing Broker Member on NADEX, including Your Associated Persons and employees trading or working on behalf of You and such Associated Persons and employees are also incorporated into the definition of these terms.

Capitalized terms not defined herein have the meaning set forth in the NADEX Rules.[1]

3. ACKNOWLEDGEMENTS AND AUTHORIZATIONS

(a) By accessing NADEX, the Trading System and any other NADEX systems, you have agreed to abide by these Terms of Business, the NADEX Rules (as may be amended from time to time), and any applicable law, rule or regulation, including, but not limited to the Commodity Exchange Act (the "Act") and the rules and regulations of the CFTC, each as may be amended from time to time (collectively, "Applicable Law"). Neither NADEX nor any Affiliate shall be liable to You for any commercially reasonable action NADEX or such Affiliate takes in order to comply with the NADEX Rules or Applicable Law.

(b) You authorize NADEX to take whatever actions are necessary to execute, clear, and settle orders entered into NADEX, the Trading System and any other NADEX systems for the applicable Cleared Swaps Customer Account(s) and the applicable Cleared Swaps Proprietary Account(s). You authorize NADEX to rely upon any instruction received through Your use of NADEX, the Trading System and any other NADEX systems without further inquiry, and NADEX shall not be liable to You even if such orders were not authorized by You. You accept full responsibility for monitoring the applicable Cleared Swaps Customer Account(s) and the applicable Cleared Swaps Proprietary Account(s) to ensure that trades have been

[1] Available at: www.nadex.com/rules/

executed correctly and to ensure that no unauthorized trading is occurring in the applicable Cleared Swaps Customer Account(s) and the applicable Cleared Swaps Proprietary Account(s). NADEX is not responsible for any Member errors or negligent use of NADEX, the Trading System and any other NADEX systems and will not cover losses relating to such improper or negligent use. You may not give control over the applicable Cleared Swaps Customer Account(s) and the applicable Cleared Swaps Proprietary Account(s) to any other person or entity in violation of the NADEX Rules. You shall maintain the confidentiality of Your access credentials to NADEX, the Trading System and any other NADEX systems (and any Customer access credentials) and prevent the unauthorized use of Your access credentials (and any Customer access credentials) to NADEX, the Trading System and any other NADEX systems at all times. If You become aware of any deliberate or inadvertent disclosure, loss, theft or unauthorized use of Your access credentials (and any Customer access credentials) to NADEX, the Trading System and any other NADEX systems, You must notify NADEX immediately and request new access credentials. You may not access or attempt to access NADEX, the Trading System and any other NADEX systems using the access credentials to NADEX, the Trading System and any other NADEX systems of any other Executing Broker Member or Customer, or permit any other person or entity to access or attempt to access NADEX, the Trading System and any other NADEX systems using Your access credentials to NADEX, the Trading System and any other NADEX systems. Any and all materials that NADEX provides to You in connection with NADEX, the Trading System and any other NADEX systems are the property of NADEX and are intended for Your sole and individual use.

(c) You agree that all communications with NADEX, including keystrokes entered by You on NADEX, the Trading System and any other NADEX systems and any telephone calls between You and NADEX may be recorded without further notice, and such recordings may be provided to regulatory authorities (in conformance with Applicable Law) and used as evidence in the event of any dispute. Such recordings will be and remain the sole property of NADEX and will, in the absence of manifest error, be accepted by You as evidence of the communications so recorded. The period of retention of such recordings shall be at the sole discretion of NADEX, which will act in conformity with Applicable Law.

(d) You agree to abide by all of the Rules and Applicable Laws with respect to your trade and settlement obligations and to supervise the activities of your employees and agents to ensure, among other things, that all orders entered into NADEX, the Trading System and any other NADEX systems are accurate and authorized by the Executing Broker Member and any Customer for whose benefit the order is submitted.

(e) You acknowledge that any information provided by NADEX will not be used or considered by You as a recommendation, offer or a solicitation of an offer, to buy, sell or hold a particular investment or pursue any investment strategy.

(f) You acknowledge and agree that all transactions submitted by you to NADEX will comply with the Rules. You will, from time to time, run such tests and provide such information to NADEX as NADEX reasonably considers necessary to establish the functionality of your system and your compliance with NADEX Rules. In particular, at least once each year you will test your system's ability to block cleared swaps customer collateral pursuant to NADEX Rule 3.4(i) and provide NADEX with the results of such testing.

(g) You acknowledge and agree that You will, following a request by NADEX, promptly provide to NADEX financial or other information as NADEX may reasonably request or as may be required for NADEX to respond to a request for information from the CFTC or other regulatory or judicial bodies.

(h) You acknowledge and agree that all activity on NADEX, the Trading System and any other NADEX systems and all services performed by NADEX, including but not limited to any clearing service, take place in the United States and are subject to the jurisdiction of the United States.

(i) Before signing and submitting Your Agreement, You will have read and understood all NADEX Rules.

(j) Before signing and submitting Your Agreement, You will have read and understood the website Terms of Use governing the use of NADEX, the Trading System and any other NADEX systems.

(k) Before signing and submitting Your Agreement, You will have read and understood NADEX's Privacy Policy. If You object to Your information being transferred or used in any of the ways stated in the Privacy Policy, please do not apply as an Executing Broker Member on NADEX.

(l) Before signing and submitting Your Agreement, You will have read and understood NADEX's Risk Disclosure Statement.

(m) You acknowledge and agree that once you have completed, signed and submitted Your Agreement, You will have electronically signed the entire Terms of Business and are legally bound by all of the terms and conditions contained therein.

(n) You shall monitor NADEX, the Trading System and any other NADEX systems for all working orders and open positions of your Customers. You and your Participants and Customers are solely responsible for monitoring their respective trading the applicable Account(s) and the status of any open orders or positions in such the applicable Account(s) and for ensuring the correct execution of trades.

(o) You shall have procedures in place to monitor all working orders submitted by you until execution is confirmed or cancellation is acknowledged by NADEX. NADEX is not responsible for any loss due to your and/or your Customer's failure to cancel or replace an order prior to execution.

(p) You shall monitor funding levels in the applicable Account(s). Acceptance of an order on NADEX, the Trading System and any other NADEX systems does not constitute a representation by NADEX that there is sufficient collateral in the applicable Account(s) to satisfy the accepted order. You hereby acknowledge your responsibility to keep apprised of current collateral requirements in connection with all trading activity, to post required collateral for trades entered by you and/or your Customers and to remain liable for the losses incurred on all of such trades, regardless of whether there is sufficient collateral posted at the time the trade is entered.

(q) For Executing Broker Members that are introducing brokers (“IBs”): you represent that you are an Independent Introducing Broker or a Guaranteed Introducing Broker, registered with the National Futures Association (“NFA”) and approved as a swap firm. You acknowledge that, as an IB, you do not hold Customer funds and that all Customer funds shall be maintained by a Futures Commission Merchant ("FCM") or by NADEX in appropriately labeled Cleared Swaps Customer Account(s) separated from funds of non-customers and the FCM's proprietary funds, as required by CFTC regulations and NADEX Rules. You shall provide NADEX with documentation evidencing Your guarantee agreement with a registered FCM, if applicable, and any other documentation that NADEX may reasonably request to verify Your status as an Introducing Broker.

(r) For Executing Broker Members that are FCMs: you represent that you are an FCM, registered with the NFA and approved as a swap firm. You represent that all Customer funds shall be maintained in appropriately labeled Cleared Swaps Customer Account(s) separated from funds of non-customers and the FCM’s proprietary funds, in accordance with the applicable CFTC regulations and NADEX Rules.

(s) Neither you nor your Customers may access NADEX, the Trading System and any other NADEX systems to:

- Post or transmit any messages or content that violates any applicable local, state, national, international or foreign law, rule or regulation, including the rules and regulations promulgated by any Regulatory Agency; or

- Engage in any conduct or practice inconsistent with just and equitable principles of trade or conduct or practices detrimental to the best interests of the Market and/or its Members.

(t) By trading Sports Event Contracts you and Your Customers agree and acknowledge that the Contracts have not been endorsed by any league, association or organization or any team that is part of the aforementioned. You and Your Customers also agree and acknowledge that the use of the name of any league, association or organization or any team or any title name or match name does not indicate an endorsement of this product.

(u) By trading or intermediating Sports Event Contracts and Prediction Market Contracts (collectively “Event Contracts”) you agree and acknowledge that you are not an individual or entity nor is your Customer an individual or entity who is prohibited from trading the Event Contracts, due to the possession of nonpublic material information related to the underlying event or settlement of an Event Contract. The above prohibition, includes but is not limited to the following:

- Current and former Association players, coaches and staff;

- Paid employees and management of the Associations and Association Participants;

- Owners of the Associations and Association Participants;

- Household members and immediate family members (siblings, children and parents) of any of the above; and

- As further provided on the Trading System, the NADEX website and NADEX Rules.

4. AUTHORIZED ACCESS TO NADEX SYSTEM

NADEX is making available to you an interface through which you may access the NADEX System using the FIX protocol. This access is being made available for the trading by your customers of certain NADEX Contracts under the terms and conditions stated in these Terms of Business and in the NADEX Rules.

You will be provided with a Participant ID in order to gain access to the NADEX System. You are responsible for assigning each Customer a unique position account. You also are responsible for assigning each Participant a unique user ID and password and ensuring that only authorized Participants will enter orders for submission to the NADEX System.

You shall provide NADEX, inter alia, with the position account identifier of each customer. NADEX reserves the right to deny, terminate or suspend access to the NADEX System of any Participant when such action would serve the best interests of NADEX and/or its Participants.

You shall be fully responsible for timely performance of all obligations under or in connection with any Contract resulting from the submission of any order into the NADEX System under your Participant ID, except to the extent provided by Chapter 10 of the NADEX Rulebook (Limitations of Liability).

As a condition of granting you Executing Broker privileges, you agree to:

(a) Authorize NADEX to rely upon any instruction received through use of your access to the NADEX System or through any written notice, request, direction or other document reasonably believed to be genuine and to have been signed or presented by your or on your behalf by your administrator, or other authorized person without further inquiry, and NADEX shall not be liable to you even if such instructions were not authorized by you;

(b) Immediately notify NADEX if you become aware of any deliberate or inadvertent unauthorized use of the NADEX system and you agree to cooperate with NADEX in investigating any unauthorized use; and

(c) Authorize NADEX or its agents, in its sole discretion, to make or obtain reports concerning your financial condition and business conduct.

You agree that NADEX in its discretion may limit your volume of messaging traffic (e.g., messages per second submitted by you to NADEX).

You understand that NADEX may suspend, condition or revoke your access privileges for any reason.

5. FEES AND OTHER CHARGES

You will be liable for all payments of any fees relating to the execution and settlement of transactions on NADEX, the Trading System and any other NADEX systems or charges associated with other services rendered by us for you and/or your Customers at such rate as determined by NADEX or as otherwise agreed upon between you and NADEX. All such fees and charges shall be due promptly upon receipt. NADEX, in its sole discretion, may change the fees and charges at any time. NADEX will notify you of any such changes as described under the "Electronic Communications with Participants" section below. Notwithstanding the foregoing, any fees, commissions, rebates or other compensation due to you will be paid from NADEX to you after all Fully Collateralized Funds and Fees are collected by NADEX.

6. NADEX INVESTMENT OF FUNDS

(a) Except as prohibited by the regulations of the CFTC, all cash and other property in the applicable Cleared Swaps Customer Account(s) or otherwise held by NADEX on Your Customers behalf may, from time to time, without notice to You, be commingled with the property of other Cleared Swaps Customer Account(s) or be invested by NADEX, separately or with any other property, consistent with Commission Regulation 1.25.

(b) Except as prohibited by the regulations of the CFTC, all cash and other property in the applicable Cleared Swaps Proprietary Account(s) or otherwise held by NADEX on Your behalf may, from time to time, without notice to You, be commingled with the property of other Cleared Swaps Proprietary Account(s) or be invested by NADEX, separately or with any other property, consistent with Commission Regulation 1.25.

7. NADEX SYSTEMS

(a) NADEX is making available to You and Your Customers access to NADEX, the Trading System and any other NADEX systems for trading, clearing and settlement of certain derivative instruments in accordance with these Terms of Business and the NADEX Rules.

(b) You understand that NADEX, the Trading System and any other NADEX systems may be accessed only electronically.

(c) You are responsible for keeping your systems that are connected to NADEX, including all the servers, hardware, and software applications, secure at all times from unauthorized access or use and you will be responsible for any transactions submitted to NADEX, the Trading System and any other NADEX systems by any unauthorized party accessing your system. You agree to provide NADEX with such information as it may request regarding your system's security and to allow NADEX, upon reasonable notice to you, to audit your system's security.

(d) You will be responsible for the provision of all equipment and network services necessary for connecting to the Trading System. When connecting to the NADEX System via an API between your system and the NADEX System you will be required to follow all conformance tests and procedures required by NADEX and to receive written approval by NADEX of conformance before any use of the NADEX System in a live production environment. You acknowledge you will be both responsible and liable for any errors or failure in your implementation of the API.

(e) You will be responsible for all maintenance and support services required in order for you to gain access to the NADEX System. You will, from time to time, run such tests and provide such information to us as we reasonably consider necessary to establish the functionality of access to the NADEX System. NADEX reserves the right to make such modifications, improvements or additions to the NADEX System or any part of parts thereof in NADEX's sole discretion. NADEX will provide you with reasonable notice of any such modifications, improvements or additions.

(f) You agree that you are responsible for building and testing the Interface to NADEX, the Trading System and any other NADEX systems and that you are responsible for the accuracy and completeness of all information, data, instructions, orders, trades or communication of whatever means that you transmit through the Interface to NADEX, the Trading System and any other NADEX systems. Any electronic transmissions of orders, confirmations or other trade related information between us will be in conformity with the specifications set by NADEX and interpreted by and subject to the NADEX Rules, as amended from time to time.

(g) You understand that while electronic access generally is dependable, technical problems or other conditions may delay or prevent You from accessing the applicable Account(s) or entering or canceling an order on NADEX, the Trading System and any other NADEX systems, or may delay or prevent an order transmitted to NADEX, the Trading System and any other NADEX systems from being executed.

(h) NADEX, ITS AFFILIATES, AND ITS SOFTWARE, HARDWARE, AND SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU FOR, AND YOU AGREE NOT TO HOLD OR SEEK TO HOLD ANY OF THEM LIABLE FOR, ANY TECHNICAL PROBLEMS; TRADING SYSTEM OR NADEX SYSTEM FAILURES OR MALFUNCTIONS; TRADING SYSTEM OR NADEX SYSTEM ACCESS OR CAPACITY PROBLEMS; HIGH INTERNET TRAFFIC; INTERRUPTIONS DUE TO SCHEDULED OR UNSCHEDULED MAINTENANCE, UPGRADING OR REPAIRS; SECURITY BREACHES OR UNAUTHORIZED ACCESS BEYOND THE REASONABLE CONTROL OF NADEX; ANY FORCE MAJEURE EVENT; AND OTHER SIMILAR PROBLEMS AND DEFECTS. NOTHING IN THIS SECTION IS INTENDED TO LIMIT THE LIABILITY OF ANY PERSON AS MAY BE PROVIDED IN THE COMMODITY EXCHANGE ACT, THE REGULATIONS OF THE CFTC, OR ARISING FROM ACTS OF WILLFUL OR WANTON MISCONDUCT.

(i) Some of the information available on NADEX, the Trading System and any other NADEX systems is produced by NADEX, and some is provided by various independent sources believed by NADEX to be reliable ("Information Providers"). You acknowledge that the accuracy, completeness, timeliness, and correct sequencing of the information concerning Your or Your Customer's trading and the applicable Account(s) activity, the quotes, market and trading news, charts, trading analysis and strategies, and other information that may be provided from time to time, (collectively referred to as the "Information,") is the property of NADEX and/or the Information Providers or others and may be protected by copyright. You agree not to reproduce, retransmit, disseminate, sell or distribute the Information in any manner without the express written consent of NADEX and the relevant Information

Provider(s) and not to use the Information for any unlawful purpose. Although NADEX believes the Information provided by the Information Providers through NADEX, the Trading System and any other NADEX systems is complete and correct, the accuracy of the Information cannot be guaranteed and any reliance by You or Your Customers on such information is done solely at Your and Your Customers own risk.

(j) You shall be responsible for providing and maintaining the means by which You and Your Customers will access NADEX, the Trading System and any other NADEX systems, which may include a personal computer, modem and telephone or other access line. You are responsible for all access and service fees necessary for You to connect to NADEX, the Trading System and any other NADEX systems and You are responsible for all charges incurred by You in accessing NADEX, the Trading System and any other NADEX systems.

8. ELECTRONIC COMMUNICATION WITH PARTICIPANTS

Communications between You and NADEX via electronic mail ("email") shall be to the email address registered with Your Account or registered with You by Your Customer. In addition, NADEX may communicate with You or Your Customer by posting information on the NADEX website. You consent to receive all communications from NADEX by email or through the NADEX website, including confirmations, amendments to these Terms of Business, amendments to the NADEX Rules and policies, notices, and any correspondence relating to the applicable Account(s) or Your membership and You agree to be bound by all communications contained therein. All communication from NADEX will be in the English (American) language.

You shall be deemed to have received any such communications sent to Your current email address and/or posted on the NADEX website under the "Nadex Notices" section of the website. It is your responsibility to check the "Nadex Notices" section of the website on a regular basis while maintaining a membership on NADEX. Confirmations of transactions sent to your email address shall be conclusive and final unless You notify NADEX of an error within five (5) days of NADEX sending the email confirmation.

In order to maintain membership on NADEX, the Trading System and any other NADEX systems, You and Your Customers are required to maintain an active email account. You must inform NADEX of any changes to Your email address within 24 hours of said change.

9. ELECTRONIC SIGNATURES

Your intentional action in electronically signing the Agreement is valid evidence of your consent to be legally bound by the Terms of Business, and all documents incorporated by reference including but not limited to these Terms of Business and the NADEX Rulebook governing your relationship with NADEX. The use of an electronic version of the Terms of Business fully satisfies any requirement that such Terms of Business be provided to You in writing. You acknowledge that You may access and retain a record of the documents that You electronically sign through NADEX, the Trading System and any other NADEX systems. You are solely responsible for reviewing and understanding all of the terms and conditions contained in the Terms of Business. You accept as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to these Terms of Business on the NADEX website. You acknowledge and agree that NADEX may modify these

Terms of Business, in whole or in part, from time to time and You agree to consult the NADEX website from time to time for the most up-to-date Executing Broker Member Terms of Business. The electronically stored copy of the Executing Broker Member Terms of Business is considered to be the true, complete, valid and authentic and enforceable record of the Terms of Business, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of the NADEX electronically stored copy of the Terms of Business in any proceeding arising out of the terms and conditions of the Terms of Business.

10. EXECUTING BROKER MEMBER REPRESENTATIONS

Executing Broker Member hereby represents and warrants as follows:

(a) You satisfy all of the requirements for an Executing Broker as set forth in the Rules and these Terms of Business;

(b) If You are a natural person, You (i) reside in the United States or one of the acceptable regions identified on the NADEX website, (ii) maintain a bank account in your name that you will use to fund your NADEX account, and (iii)are at least the age of majority if you reside in the United States or its territories, or 21 if you reside in a region other than the United States;

(c) If You are anything other than a natural person (e.g., a corporation, partnership, sole proprietorship, or trust), You are duly organized in the United States, in good standing, maintain a United States bank account in the name of the entity applicant, and have the legal authority and are duly authorized and empowered to execute and deliver the Agreement on behalf of such entity and to open accounts and effect transactions in commodities, futures, options, and swaps on NADEX, the Trading System and any other NADEX systems on behalf of such entity;

(d) Placing orders on NADEX, the Trading System and any other NADEX systems does not and will not violate any governing documents, applicable law, or any judgment, decree, order or agreement to which You or Your property is subject, and these Terms of Business are binding on and enforceable against You in accordance with their terms;

(e) You have made and will make to NADEX all disclosures required by these Terms of Business, the Rules, or under Applicable Law;

(f) Any financial or other information you provide to NADEX or its agents in connection with these Terms of Business or pursuant to the Rules or otherwise, is and will be accurate and complete in all respects;

(g) You agree to provide NADEX in the future with information and documentation that NADEX may request pursuant to these Terms of Business or the Rules; and

(h) You shall promptly notify NADEX in writing if any of the representations in these Terms of Business materially change or cease to be true and correct.

11. EXECUTING BROKER MEMBER DEFAULT

In the event that:

- You or any of your employees and/or associated persons and/or Customers breach or fail to timely perform any of your or their material obligations under these Terms of Business or the Rules, or otherwise in respect of any Contract;
- You or Your Customer fails to deposit or maintain any required collateral or fail to make any other payment required with respect to any Contract;
- Any representation made by you or Your Customer hereunder including all documents incorporated by reference is not or ceases to be accurate and complete in any material respect;
- A case in bankruptcy is commenced or a proceeding under any insolvency or other law for the protection of creditors or for the appointment of a receiver, trustee or similar officer is filed by or against you;
- Any warrant or order of attachment is issued against any of your accounts or a judgment is levied against any such account;
- You fail to provide adequate assurances acceptable to NADEX after NADEX has requested that such assurances be provided within a reasonable period of time under the circumstances, whenever NADEX considers such assurances necessary for the protection of NADEX, its Participants and/or the Market;

then NADEX shall have the right, without limitation, to:

- Close out any or all open Contracts;
- Cancel any of your or your Customers' outstanding orders;
- Treat any and all of your obligations to NADEX as immediately due and owing;
- Set-off any NADEX obligation to you against any of your obligations to NADEX;
- Require that you liquidate any collateral held in your account on your behalf to satisfy your obligations to NADEX;
- Terminate any or all of NADEX's obligations for future performance with respect to your trading account;
- Terminate your access to NADEX; and/or
- Proceed with any other appropriate action in accordance with the Rules.

NADEX shall make reasonable efforts to inform you that it will take or has taken any of the aforementioned actions.

12. NO WARRANTY

YOU UNDERSTAND THAT NADEX, ITS AFFILIATES, AND ITS SOFTWARE, HARDWARE, AND SERVICE PROVIDERS PROVIDE THE TRADING SYSTEM AND OTHER NADEX SYSTEMS “AS IS” AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. NADEX, ITS AFFILIATES AND ITS SOFTWARE, HARDWARE AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. ELECTRONIC TRADING RISK DISCLOSURE

There are numerous risks associated with the Contracts traded through NADEX and with the NADEX Trading System itself, including with the Executing Brokers access to the Trading System. Notwithstanding said risks, you assume any related financial and other known risks involved in intermediating the trading of these Contracts.

The risk of loss in intermediating the trading of Contracts on NADEX for Customers can be substantial and is a highly speculative activity involving high leverage and volatile markets. Trading through the Internet or other dedicated lines of communication involves many interrelated systems, including hardware, software, telephony, cable, and power generation, all of which are subject to failure or malfunction that may adversely affect the ability to trade. During any time that NADEX is inaccessible for whatever reason, orders may not be entered, cancelled, or modified. Additionally, although NADEX and its systems provider(s) have taken precautions, such as redundant systems, to prevent such an occurrence, if the NADEX system suffers a catastrophic failure, there is a chance your customer orders and their priority in the order queue could be lost. NADEX is not responsible or liable for any effect on the ability to trade caused by any malfunction of the Internet, computing systems, or their related components. You understand that at various times trading of a particular Contract on NADEX may cease due to a lack of bids or offers for that Contract and, on certain specific trading dates, a Contract will expire pursuant to its terms even if the NADEX System is not accessible. You freely assume these risks and hold NADEX, its affiliates and their respective directors, officers, employees, agents harmless against any such losses resulting from these risks.

14. MANDATORY ARBITRATION

Any controversy or claim arising out of or in connection with these Terms of Business or the performance or breach hereof, or relating the applicable Account(s), including any claim against NADEX, a NADEX settlement bank, or any other NADEX Participant, shall be settled by arbitration as set forth in the NADEX Rules.

15. TERMINATION

These Terms of Business may be terminated by You or NADEX at any time by giving written notice to the other party. In the event of such termination, NADEX will immediately liquidate all outstanding positions in Your Account in such manner as NADEX sees fit and instruct NADEX’s settlement bank to remit the proceeds from such liquidation along with all other funds in Your Account to Your bank account identified in Your NADEX account by means of electronic payment or wire transfer. The termination of these Terms of Business will not prejudice any accrued rights or obligations relating to any transaction effected prior to termination, or any right or remedy available to NADEX. If, at the time of termination of these Terms of Business You owe any amount to NADEX, NADEX may retain or keep possession of the portion of any balances or instruments in Your Account in satisfaction of such amounts owed by You to NADEX or until You otherwise pay all amounts owing to NADEX. The obligations of confidentiality, the warranty exclusions, the limitations of liability, the assignment of ideas provision, the mandatory arbitration provision, and choice of law provision stated in these Terms of Business will survive termination.

NADEX reserves the right to terminate Your Account or block access to NADEX for any reason allowable under applicable law.

16. CHOICE OF LAW

THESE TERMS OF BUSINESS SHALL BE CONSTRUED IN ACCORDANCE WITH, AND ALL DISPUTES HEREUNDER SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS AS APPLIED TO CONTRACTS MADE AND TO BE PERFORMED IN ILLINOIS, WITHOUT APPLYING CONFLICT OF LAW RULES.

17. MISCELLANEOUS

(a) **Order of Precedence.** In the event of any conflict among these Terms of Business and any of the documents incorporated herein by reference, the following order of precedence will apply: NADEX Rules; entity certification or authorization that is supplemental to this

(b) **Assignment.** Executing Broker Member may not assign (directly, by operation of law, or otherwise) these Terms of Business or any of its rights or obligations under these Terms of Business. Subject to the foregoing, these Terms of Business shall be binding upon and inure to the benefit of NADEX, its successors and assigns, You and Your legal representatives, executors, trustees, administrators, and (if an assignment cannot be prohibited) Your successors and assigns.

(c) **Severability.** If any part, term, or provision of these Terms of Business is held by any body of competent jurisdiction to be illegal or in conflict with any laws or regulations, a modified provision shall be substituted which carries out as nearly as possible the original intent of the parties and the validity of the remaining portions or provisions shall not be affected or impaired.

(d) **Entire Terms of Business.** These Terms of Business, including all documents incorporated herein by reference, is intended as the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, relating to the subject matter hereof. There are no terms, conditions or obligations other than those contained herein and those incorporated by reference. Notwithstanding the above, You acknowledge that from time to time, You may enter into certain additional agreements with, or receive certain disclosure documents from, NADEX, and such other agreements or documents shall be valid and binding upon You as an Executing Broker Member of NADEX.

(e) **Amendment.** These Terms of Business may be amended unilaterally by NADEX upon written notice to You. You will be deemed to agree to each such amendment if You do not rescind Your Agreement prior to the effective date of the amendment.

(f) **Waiver.** Failure of either party to enforce compliance with any provision of these Terms of Business shall not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or of any of the terms and conditions of these Terms of Business shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, and the exercise of any right or remedy provided herein or at law or equity shall not preclude the exercise of additional rights and remedies provided by law or equity.

(g) **Cumulative Remedies.** The rights and remedies conferred upon NADEX herein shall be cumulative, and the exercise of any right or remedy provided herein or at law or equity shall not preclude the exercise of additional rights and remedies provided by law or equity.