As of June 16, 2026

1. FCM CUSTOMER AGREEMENT

YOU REPRESENT THAT YOU WILL CAREFULLY READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE CLICKING "SUBMIT APPLICATION," "AGREE," OR OTHER SIMILARLY WORDED ACKNOWLEDGEMENT. BY AGREEING TO THIS AGREEMENT AND OPENING OR USING AN EVENT CONTRACT ACCOUNT, YOU EXPRESSLY AGREE TO THE TERMS OF THIS AGREEMENT AND ANY OTHER AGREEMENTS OR TERMS INCORPORATED INTO IT. CLICKING OR TAPPING "SUBMIT APPLICATION," "AGREE," OR ANY SIMILAR ACKNOWLEDGEMENT AS PART OF THE APPLICATION PROCESS IS LEGALLY EQUIVALENT TO MANUALLY SIGNING THIS AGREEMENT, AND YOU WILL BE LEGALLY BOUND BY THIS AGREEMENT WHEN YOU CLICK OR TAP SUCH ACKNOWLEDGMENT.

2. **Introduction.** This Event Contract Customer Agreement (the "**Agreement**") sets forth the terms and conditions pursuant to which Performance Predictions II LLC ("**the Firm**") and its agents and assigns may open one or more accounts on your behalf (each, an "**Event Contract Account**") for the execution of orders for transactions involving the purchase and sale of cleared swap contracts (individually, a "**Contract**" and collectively, "**Contracts**"). In this Agreement, "**Customer**," "you," or "your" (or terms of similar import) refer to the person in whose name the Event Contract Account is opened, and "the Firm" "we," "us," or "our" (or terms of similar import) refers to the Firm. References to this Agreement include any other agreements or disclosures that apply to your Event Contract Account, each as may be amended or supplemented from time to time. In consideration for the Firm opening the Event Contract Account, you agree to the terms and conditions set forth in this Agreement, as may be amended from time to time.

   You should not sign this Agreement if you have any questions about your obligations under this Agreement, the services that the Firm is agreeing to provide, or the limitations of those services. If you do have questions, please contact us at support@prizepicks.com prior to signing this Agreement. You should retain this Agreement for your records.

3. **FCM.** The Firm is a Futures Commission Merchant ("**FCM**") registered with the National Futures Association ("**NFA**"). As an FCM, the Firm will clear your trades through one or more derivatives clearing organizations (each, a "**DCO**") which it shall choose at its sole discretion. You agree to clear all trades through any applicable DCO selected by the Firm. You agree that the Firm will have the right to liquidate positions in accordance with the terms of the clearing agreement between the Firm and the applicable DCO. The Firm will provide the following services to you on and subject to the terms of this Agreement:

   (i) collection and deposit of funds for Contract orders; (ii) execution of cleared swap transactions; (iii) clearing of cleared swap transactions through the applicable DCO; (iv) settlement of cleared swap transactions; and (v) provision of account statements and other account information with respect to your Event Contract Account.

   The Firm and any applicable DCO shall segregate and manage customer funds in compliance with the Commodity Exchange Act ("**CEA**") and all rules, regulations, and interpretations of the Commodity Futures Trading Commission ("**CFTC**") and NFA. For avoidance of doubt, such rules, regulations, and interpretations do not apply to funds held in a PrizePicks Account.

4. **Linked DFS Account.** Before Customer may open an Event Contract Account with us, Customer understands and agrees that it must have and maintain a Daily Fantasy Sports Account (a "**PrizePicks Account**") with SidePrize LLC d/b/a PrizePicks ("**PrizePicks**"). Customer further understands, acknowledges, and agrees that:

    a. We may, without your further authorization, automatically transfer funds from/to your PrizePicks Account to/from your Event Contract Account to support any or all transactions in Contracts in your Event Contract Account or reduce a debit balance in your Event Contract Account. Contracts may not be purchased on margin or leverage.

    b. Your Event Contract Account can only be funded from your PrizePicks Account, and you must initiate all outgoing transfers or payments, such as outgoing wire transfers, ACH instructions, or other requests to transfer or remove funds, from your PrizePicks Account.

    c. While your Event Contract account must be funded from your PrizePicks Account, the source of funds used to enter into transactions for Contracts must be cash deposited into or earned in the PrizePicks Account. Contracts cannot be purchased, directly or indirectly, using a credit card or other similar type of extension of credit.

    d. If your Event Contract Account holds excess cash at the end of the trading day (*i.e.*, if the cash combined with other Collateral (defined below) in your Event Contract Account exceeds your obligations to the Firm, we may, without further authorization from you, automatically transfer the excess cash (or a portion thereof) to your PrizePicks Account on your behalf.

    e. Cash and Collateral held in your Event Contract Account (i) is subject to certain segregation and customer funds protections set out in Part 22 of the CFTC Regulations and (ii) enjoys certain protections under Part 190 of the CFTC Regulations in the event of the Firm's bankruptcy. Once cash or Collateral is transferred to your PrizePicks Account, it is no longer subject to the Part 22 segregation and customer funds protections and no longer enjoys the bankruptcy protections in Part 190.

    f. If you maintain cash in your PrizePicks Account, you understand that your PrizePicks Account may incur a temporary debit when, within a short period of time, you transfer funds into your PrizePicks Account and funds are transferred out of your PrizePicks Account to cover a debit in your Event Contract Account at the Firm.

    g. You acknowledge and agree that the Firm may receive, and retain as its own, any interest, increment, profit, gain or benefit, directly or indirectly, accruing from permitted investments (made in accordance with and subject to CFTC Regulations) of any of the funds the Firm receives from you.

    h. Your PrizePicks Account will at all times remain governed by, and subject to, the terms of the customer agreement you entered into with SidePrize LLC d/b/a PrizePicks in respect of your PrizePicks Account and any disclosures and other disclosures, agreements, or documents supplemental or related thereto (collectively, the "**PrizePicks Account Agreement**"). With respect to transactions for Contracts, in the event of a conflict between the terms of this Agreement and the PrizePicks Account Agreement, this Agreement will prevail.

    i. In the event you enter into positions comprised of both Contracts in your Event

Contract Account and positions in your DFS Account (a "Combination Trade"): (i) if a Contract position does not result in a profit, then the corresponding DFS position will not be funded; (ii) if a Contract position results in a profit, such proceeds will first be distributed to and credited to your Event Contract Account, and, if necessary to effectuate your Combination Trade, the Firm may automatically transfer such proceeds from your Event Contract Account to your DFS Account immediately upon receipt, without further authorization from you, to fully fund your DFS position or for use in accordance with your DFS Account Agreement; (iii) the automatic transfer described in subsection (ii) above is a condition of entering into any Combination Trade, and that by entering into such positions, you are providing your express consent and direction for such transfers to occur; and (iv) the Contract portion of your Combination Trades are subject to all other terms and conditions of this Agreement, including but not limited to the segregation and customer funds protections described in subsection (e) above, and the DFS position portion of your Combination Trades is subject to the PrizePicks Terms of Service.

j. You also acknowledge and agree that any dispute resolution provision or agreement you enter into in connection with your Event Contract Account covers disputes relating only to your Event Contract Account and does not cover disputes relating to your PrizePicks Account or any otheraccounts that you may hold through PrizePicks or any of its Affiliates, or to any agreements that you entered into in connection with any such accounts. For the purposes of this Agreement, "**Affiliate**" means, in relation to any person: (i) any entity controlled, directly or indirectly, by the person; (ii) any entity that controls, directly or indirectly, the person; or (iii) any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person. As a result, the dispute resolution procedures applicable to your Event Contract Account and to your PrizePicks Account or any other accounts that you may hold through PrizePicks or any of its Affiliates, including without limitation, the arbitration forum requirements and choices (if any), and related procedures and mechanisms, as well as regulatory jurisdiction and rules of arbitration that apply, may be significantly different. You acknowledge that, as a result of the foregoing, if a dispute arises between you and the Firm that you believe relates to both your Event Contract Account and to your PrizePicks Account or any other account that you may hold through PrizePicks or any of its Affiliates, such dispute, unless you and the Firm at that time otherwise agree, may be adjudicated in different dispute-resolution proceedings in different forums, and possibly in different venues, under different rules and procedures.

5. **Service Commissions, Fees, and Other Costs.** The Firm will provide you with cleared swap brokerage services (the "**Services**") in connection with your use of your Event Contract Account. If you enter an order to purchase a Contract in your Event Contract Account, then, subject to the terms and conditions of this Agreement: (i) the Firm will immediately debit your PrizePicks Account for the purchase price of such order and transfer the funds to your Event Contract Account; (ii) the Firm will debit your Event Contract Account for the purchase price of such order; (iii) the Firm will clear such order through the applicable DCO; and (iv) if you are entitled to receive any proceeds in respect of such Contract, the Firm will credit the proceeds to your Event Contract Account. Similarly, if you enter an order to liquidate a position in your Event Contract Account, then, subject to the terms and conditions of this Agreement: (i) the Firm will clear such an order through the applicable DCO; (ii) credit the proceeds to your Event Contract Account; and (iii) transfer the proceeds from your Event Contract Account to your PrizePicks Account.

   In connection with each Contract in your Event Contract Account, you acknowledge and

agree that your Event Contract Account (as defined below) will be charged, and you agree to pay: (i) any commissions, fees, costs, and expenses set forth in the Fee Schedule which will include, (A) all brokerage commissions, fees, and other costs incurred or owed in connection with the execution and clearing of Contracts in your Event Contract Account, (B) all fees, fines, penalties, and other charges incurred or imposed by any third party, including, without limitation, any applicable DCO, regulatory authority, or applicable self-regulatory organization in respect of Contracts and cleared swap transactions in your Event Contract Account, (C) any applicable taxes incurred in connection with any Contracts and cleared swap transactions in your Event Contract Account, (D) any service-related fees charged to your Event Contract Account, including, but not limited to, wire transfer fees, statement fees, transaction fees, and certain other fees for all other products and services furnished to you; and (ii) any other amount owed by you to the Firm in respect of your Event Contract Account.

Additionally, each Contract is subject to a $1 minimum purchase amount and any applicable exchange rulebook and individual Event Contract terms, which may specify additional minimum units of trading and/or quote increments. If your Event Contract Account is transferred to another FCM, transfer commissions and/or service fees may be charged.

The amount of the applicable charges and fees described above may be changed from time to time without prior notice to you and, in each case, you agree to be bound thereby. You understand and agree that notice may be given by modifying the fees and rates published on the Fee Schedule or by email, push notification, or other written notice to you, and that such modification shall constitute written notice to you on the date such modifications first appear on the Platform (as defined below) or on the date that the applicable notice was sent to you.

If you enter into a Combination Trade as defined in Section 4.i, you acknowledge and agree that you may be subject to additional fees charged by PrizePicks or its Affiliates in connection with the DFS portion of such Combination Trade. Such fees are separate from, and in addition to, any commissions, fees, costs, and expenses charged by the Firm in connection with your Event Contract Account. Please refer to the terms of the PrizePicks Terms of Service for information regarding any applicable fees.

You agree to pay: (i) all applicable federal, state, local, and foreign taxes in connection with assets and transactions in your Event Contract Account; and (ii) any fees, charges, costs, expenses, or other amounts incurred by the Firm in connection with the collection of any deficiency or unpaid balance due in respect of your Event Contract Account, including reasonable attorney's fees. You authorize the Firm to automatically debit your Event Contract Account in connection with either of the foregoing.

6. **Authorization for Electronic Communication.** By accepting the terms and conditions of this Agreement, you request that all written communications relating to your Event Contract Account, including without limitation, all account statements, transaction confirmations, tax documents, and other notices or communications regarding your Event Contract Account (collectively, "**Documents**"), be delivered to you through the Firm website ("www.prizepicks.com" or the "**Website**"), desktop application, or mobile application(s) (each, an "**App**" and the App and the Website, together with any programs, tools, features, functionality, APIs, services, transactions, and content provided through or in connection with the Website and the Apps, the "**Platform**"), or to the email address indicated by you through the Platform. More specifically, by accepting the terms and conditions of this Agreement:

    a. you represent and warrant to us that you do not want to receive physical copies of any Documents;

b. you acknowledge and agree that it is your sole responsibility to monitor the Platform and your specified email account on at least a daily basis and to promptly access, review, and retain copies of all Documents provided to you;

c. you acknowledge and agree that Documents may be sent or forwarded by third parties on behalf of the Firm, and that delivery of each Document will be deemed effective when sent by or on behalf of the Firm, or when made available through the Platform, whether or not such Document is actually or timely received or accessed;

d. you agree that you will notify the Firm through the Platform immediately of any change to your email address for delivery of Documents;

e. you agree to receive and transmit financial information and instructions electronically through the Platform, provided that the Firm may, in its sole discretion, accept oral instructions as provided in Section 6.

f. you acknowledge that there is a risk of failure of electronic communication, and agree to not hold the Firm, its Affiliates, or any of its or their respective directors, officers, employees, agents, partners, members, or managers, liable, directly or indirectly, for any such failure or for any loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense, or fee (including attorneys' fees and costs of collection) of any nature whatsoever, and claims therefore (collectively, "**Losses**") arising out of, or relating to, any such failure; and

g. you agree that, in the event that you fail to timely receive any account activity confirmation or other Document required to be delivered to you after you engage in activity in your Event Contract Account or have knowledge that unauthorized activity occurred in your account, you will immediately notify the Firm by email at support@prizepicks.com.

The Firm may, in its sole discretion, elect to deliver Documents by means other than electronic communication, including paper delivery via postal mail, which will not revoke or otherwise affect your authorization of electronic communication pursuant to this Section, and which may be subject to applicable fees.

Your authorization of electronic communications, including electronic delivery of Documents, will be effective until written notice of revocation of your consent is delivered to the Firm.

7. **Communications and Orders.** Any instruction or order given for your Event Contract Account, including via the Platform, or using your (or your Authorized Agent's) Event Contract Account username or password, will be treated as being from you and fully authorized by you. You agree that the Firm shall be entitled (but not required) to act upon any oral instructions given by you so long as we reasonably believe such instruction was actually given by you. You instruct and authorize us to rely on such instruction or order without inquiry beyond the Firm's standard verification processes, and agree that the Firm, its Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers will not be liable for doing so, and you agree to indemnify, defend and hold the Firm, its Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers harmless from and against any claims, costs, expenses (including reasonable attorneys' fees), and Losses that the Firm incurs in connection with any such reliance.

   You must immediately report any trade not specifically authorized by you, in writing, to the Firm at support@prizepicks.com. You will be financially responsible for all trades not so reported and for any Losses arising therefrom. The price at which an order is actually executed shall be binding even if incorrectly reported. Similarly, an order actually executed, but in error reported as not executed, is also binding.

8. **Customer Complaints.** Customers that wish to submit complaints regarding any matter related to their relationship with or services provided by the Firm including order delivery, reporting, access problems, system slowdowns, and system outages must submit these complaints to the predict.complaints@prizepicks.com inbox.

9. **Reports and Notices.** Should inaccuracies or discrepancies appear on any statement or confirmation or other notice or document delivered to you by or on behalf of the Firm, you agree that it is your duty to inform the Firm of the problem immediately upon receipt of the report or upon your earlier discovery of any such inaccuracy or discrepancy. In the event that you do not provide such immediate notification, executed orders and statement reports shall be considered ratified by you and the Firm will have no liability or responsibility whatsoever in respect of the transaction(s) in question. Any such objection must be made in writing through the Platform. With respect to inaccuracies or discrepancies on confirmations, you agree to object within twenty-four (24) hours from delivery of the trade confirmation statement.

10. **Consent to Identification Procedures, Credit Reports, and Other Information.** You knowingly consent to the following: the Firm and its Affiliates may use your name, address, social security number, date of birth, home telephone number, and other biographical or personal information about you (collectively, "**Personal Information**") to comply with Applicable Laws, to comply with a subpoena, court order, investigation, regulatory request, or similar request or order, and for any valid or legitimate business purpose. Such purposes include verification of your identity and other factual information you present to us, verification that you are not listed as a Specially Designated National ("**SDN**") or Blocked Person by the Department of Treasury's Office of Foreign Asset Control ("**OFAC**"), and to investigate or verify your creditworthiness, business history, and your history with legal and administrative authorities.

    Whatever procedures are used by the Firm shall not be violative of the terms of the FCM Privacy Notice which you hereby acknowledge you have received, read, and understand. You authorize the Firm, in its sole discretion, to make or obtain reports concerning your credit history, business conduct, and legal, regulatory, and administrative authorities. You may make a written request for a description of the nature and scope of the credit reports made or obtained by the Firm, which will be provided to you within a reasonable period of time. You further agree to provide the Firm, on request, with such additional information or certifications as may be required by the Firm or Applicable Laws.

11. **Event Contract Account Risks.** You acknowledge that trading in event contracts or other derivatives contracts is speculative, involves a high degree of risk, and is appropriate only for persons who can assume such risks. You expressly acknowledge that you have received, read, understand, and have retained copies of the Firm's Risk Disclosure Statement. You expressly acknowledge that you have received, read, and understand any applicable exchange risk disclosure statement and rulebook. **You also expressly acknowledge that you have reviewed and understand the terms and conditions of**

each Event Contract you trade, which are available by selecting the individual Event Contract from this page and scrolling down to "view full rules". You also understand that you are responsible for reviewing and understanding any and all disclosures related to this Event Contract Account that are, or may become, applicable.

12. **Customer Agreements and Acknowledgements.** You represent and warrant to the Firm as of the date of this Agreement and at all times during the term of this Agreement as follows:

    a. **Legal Age and Residency.** If Customer is an individual**,** you are (i) a natural person, (ii) at least 18 years old, (iii) of legal age under the laws of the jurisdiction in which you reside, and (iv) a U.S. resident.

    b. **Entity Domicile**. If Customer is a legal entity (*e.g.*, a corporation or a limited liability company), Customer represents that (i) it is duly organized in a jurisdiction in the U.S., (ii) it is validly existing in the jurisdiction of its organization or incorporate, and (iii) if relevant, it is in good standing in its jurisdiction of organization or incorporation.

    c. **No Advice; No Fiduciary Relationship.** Customer agrees and acknowledges that we do not provide you with any trading or investment advice of any kind, whether oral or in writing or through our Platform or otherwise, including, without limitation, as to the nature, appropriateness, potential value, or suitability of any transaction or investment strategy for your Event Contract Account, and that we do not provide you with any tax or legal advice with respect to your trading or investments of any kind. Customer further agrees and acknowledges the following:

        i. You are solely responsible for all orders placed for Contracts for your Event Contract Account.

        ii. You have determined that trading in cleared swaps is appropriate and prudent for you, and it does not and will not violate any charter, by-laws, or other governing documents, or any applicable law, rule, regulation, judgment, decree, order, or agreement to which you or your property is subject.

        iii. You will base all trading decisions for your Event Contract Account solely on your own evaluation of your financial circumstances, investment objectives, and suitability, without relying on any information or statements provided by the Firm or its Affiliates.

        iv. As required by CFTC Regulations, you will create, retain, and produce upon request of the applicable Designated Contract Market ("**DCM**") or DCO, the CFTC, the United States Department of Justice, or any other relevant regulator, documents (such as contracts, confirmations, electronic mail, invoices, and documents of title) with respect to transactions in your Event Contract Account.

        v. You understand that you are solely responsible for knowing the rights and terms for all Contracts purchased, sold, and maintained in your Event Contract Account. You represent and warrant to the Firm that at all times you fully understand the rights and terms in respect of all Contracts purchased, sold, and maintained in your Event Contract Account.

        vi. We make no representation or warranty as to the value, merits, or suitability of any orders you place for Contracts for your Event Contract Account.

        vii. You will place all trades for your Event Contract Account directly yourself without the services of a third-party agent acting on your behalf unless you have expressly disclosed your use of such third-party agents to the Firm in writing and we have granted our advance approval.

viii. We act solely as your broker in accordance with the terms of this Agreement and have no discretionary trading authority or control over your Event Contract Account.

ix. We owe no fiduciary obligations to you and our duties and obligations to you are limited to those expressly set forth in this Agreement.

x. We are not otherwise acting as an agent or a fiduciary to you.

xi. We have no financial or other obligations to you as principal under this Agreement in connection with any transaction in your Event Contract Account.

d. **Legal Capacity.** If Customer is an individual, Customer represents to us that Customer is of legal age in the jurisdiction in which Customer resides and has and maintains the capacity and authority to enter into this Agreement.

If Customer is a legal entity (*e.g.*, a corporation or a limited liability company): (i) Customer represents to us that Customer has and maintains the legal authority and is duly empowered to execute and enter this Agreement; and (ii) the individual signing this Agreement on behalf of Customer represents to us that he or she is fully authorized to do so and has separately provided evidence of such authorization in writing to the Firm.

Whether entering into this Agreement as an individual or a legal entity, Customer represents that Customer is authorized to enter into this Agreement, open the Event Contract Account(s), and effect transactions in Contracts through the Firm. Customer further represents that such transactions do not and will not violate any Applicable Law, or any judgment, decree, order, or agreement, to which Customer or Customer's property is subject, and acknowledges and agrees that this Agreement is binding on and enforceable against Customer in accordance with its terms.

e. **Joint Account or Multiple Party Accounts.** If more than one Customer has an interest in the Event Contract Account (each, an "**Account Holder**"), each Account Holder is jointly and severally liable for obligations arising under this Agreement or relating to the Account. Each Account Holder represents that it has authority, acting individually and without notice to any other Account Holder(s), to deal with the Firm as fully and completely as if the Account Holder is the sole Account Holder, including, without limitation, to: (i) give instructions to us with respect to the Account; (ii) provide information to us with respect to the Account, such as information regarding whether it is subject to any registration requirements under Applicable Law; (iii) receive demands, notices, confirmations, reports, statements, and other communications of any kind; and (iv) sign documents related to maintaining the Account. Notice that we send to one Account Holder is deemed notice to all Account Holders and any information we provide to one Account Holder is deemed provided to all Account Holders. Notwithstanding the foregoing, we reserve the right to require all Account Holders to provide written instructions, at our sole discretion. We further reserve the right, but are not obligated, to place restrictions on trading in or disbursements from or other restrictions on an Account if we receive notice of a dispute among joint Account Holders or conflicting instructions from the Account Holders.

f. **Accuracy of Information.** Customer represents that all information Customer has provided and will provide to the Firm and/or our Affiliates is complete, truthful, accurate, not misleading, and contains no material omissions in any respect. Customer further agrees: (i) to notify us within ten

(10) business days of any change in such information by sending an email to support@prizepicks.com, or by updating your Event Contract Account information online; (ii) that the Firm may rely on all information you provide to us or our Affiliates; and (iii) that you will provide the Firm with any supplemental information requested by us within the requested time frame.

g. **Current Information.** Customer agrees to notify the Firm promptly in writing via email to support@prizepicks.com of any change in Customer's circumstances that affect the representations and information you have provided to the Firm or that would in any way affect or impair your ability to enter into any transactions contemplated under this Agreement or your performance under any term of this Agreement.

h. **Financial Information.** Upon our request, you will promptly provide us with a copy of your latest audited financials (if applicable) or such other financial information or other information as we may reasonably request.

i. **Authorization to Trade.** You authorize the Firm to purchase and sell Contracts for your Event Contract Account upon your electronic, oral, or written instructions and to use the services of any clearing broker or executing broker as your agent as we may reasonably select in connection with the execution, clearing, carrying, delivery, and/or settlement of any such transactions. You acknowledge and agree that you are bound by, and we may rely upon and act in accordance with, any electronic, oral, or written instructions that we reasonably believe to have been given by you. The Firm is not responsible to Customer for an executing broker's inability to execute an order or its erroneous execution of an order. The Firm may execute Customer's orders on any exchange or other market where such business is transacted by the Firm or by the Firm's agent in the discretion of the Firm or agent, respectively, unless otherwise instructed by you.

j. **Safeguarding of Your Event Contract Account and Login Information.** You acknowledge that to use internet-based electronic order entry services to access or trade in your Event Contract Account you must use a number or password. You are responsible for your use of your access number, password, and account number (collectively, "**Login Information**"), for maintaining the confidentiality of your Login Information, and for all transactions initiated through these means. We will consider any orders you communicate to us through these means to have been sent and authorized by you. You acknowledge and agree that: (i) your Login Information will be used solely by you to access your Event Contract Account; (ii) you will not disclose, divulge, or allow any other person to use your Login Information; (iii) you will log into your Event Contract Account regularly and monitor for unauthorized access; and (iv) you are solely responsible for all orders entered or instructions given to the Firm for or relating to your Event Contract Account via internet-based electronic order entry.

   You agree to immediately notify the Firm if you become aware of: (A) any loss, theft, or unauthorized use of your Event Contract Account or Event Contract Account username or password; (B) any failure by you to receive any Event Contract Account communication, such as confirmation of an order or a statement; (C) any receipt by you of any Event Contract Account communication that you do not recognize, such as a confirmation of an order that you did not place; (D) any inaccurate information about or relating to your orders, trades, deposits, withdrawals, positions, or transaction history; (E) any receipt by you of a security notification concerning your Event Contract Account that notifies you of an event or action that you do not recognize; or (F) any other unauthorized use or access of your Event Contract Account. Each of the events described in clauses (A)-(F) of this paragraph will be a "**Potential Fraudulent Event**."

   Upon request by the Firm, you agree to report any Potential Fraudulent Event promptly to legal authorities and provide us a copy of any report prepared by such legal authorities. You agree to cooperate fully with authorities and the Firm in connection with any investigation of any Potential Fraudulent Event, including, but not limited to, completing any required affidavits promptly, accurately, and thoroughly. You agree to allow the Firm access to your device and your network in connection with the Firm's investigation of any Potential Fraudulent Event. You acknowledge that if you fail to do any of these things, you may encounter delays in regaining access to funds in your Event Contract Account or PrizePicks Account. You agree to indemnify and hold the Firm, its Affiliates, and each of its and their respective directors, officers,

employees, agents, partners, members, and managers harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event.

k. **Errors.** The Firm is not liable for improper execution, clearance, or confirmation of your orders by persons who are not our employees or agents. The price at which an order is executed shall be binding notwithstanding the fact an erroneous report is made. An order that is executed but mistakenly reported as unexecuted is binding on you.

l. **Liability.** The Firm is not liable for any Losses arising out of: (i) your use of or reliance on information provided directly or indirectly through the Platform or trading platforms or Services generally, whether in the nature of quotations or otherwise; (ii) transactions in Contracts not cleared through us; or (iii) your access to, or use of, third-party websites or other third-party resources linked to, incorporated into, or referenced in the Platform.

m. **Delays.** You acknowledge and agree that the Firm has no liability to you for delays in the transmission, clearance, or confirmation of your orders due to mechanical, electronic, or computer failure, market congestion, illiquidity, or other causes beyond our reasonable control.

n. **Important Information About Procedures for Opening a New Event Contract Account or Maintaining an Event Contract Account.** Federal law requires the Firm to obtain, verify, and record information that identifies each person who opens an account. As such, when you apply to open an Event Contract Account, the Firm will ask for your name, U.S. residential address, date of birth, social security number, telephone number, citizenship, and other identifying information that will allow the Firm to identify you. The Firm may also ask for copies of other identifying documents. We may also ask you to confirm or reverify your identity, or may require that you provide certain additional documents, as necessary.

   You understand that the Firm may take steps to verify the accuracy of the information you provide to the Firm relating to your Event Contract Account. As such, you authorize the Firm or its agents or third-party vendors to contact any person or firm identified in other information you may provide to the Firm from time to time, or any other normal sources of debit or credit information and other similar databases, and authorize any such person or entity to furnish such information about you as may be requested or required by the Firm. You acknowledge that the Firm may restrict your access to your Event Contract Account pending such verification. You will provide prompt notification to the Firm of any changes in the information including your name, address, email address, and telephone number.

   You authorize the Firm to obtain reports and provide information to others concerning your creditworthiness and business conduct. Upon your request, the Firm agrees to provide you a copy of any report so obtained. The Firm may retain this Agreement, the Event Contract Account application, and all other such documents and their respective records at its sole discretion, whether or not credit is extended.

o. **Sanctions Compliance.** You acknowledge that this Agreement and your Event Contract Account are subject to U.S. sanctions laws, rules, and regulations and you are not permitted to act in a manner that would cause a violation of the above referenced laws, rules, and regulations.

   You also represent that you have not been designated by OFAC as an SDN, that you have no reason to believe that you would be considered a Blocked Person by OFAC, and that you are not acting as an agent of any such person. To the extent that OFAC, via laws, rules, regulations, or Executive Order, has promulgated restrictive measures against a government or regime ("**Sanctioned Regime**"), you further represent and warrant that you are not employed by or acting as an agent of: (i) an entity owned or controlled by a Sanctioned Regime; (ii) a government-controlled entity of a Sanctioned Regime; or (iii) a government corporation of a Sanctioned Regime. Additionally, you agree that you will notify the Firm and close your Event

Contract Account before establishing residency in any jurisdiction subject to U.S. sanctions. The Firm is not liable for any Losses, including any trading Losses, that you may suffer as a result of the foregoing.

p. **Politically Exposed Person Certification.** You represent and warrant that you are not a Politically Exposed Person ("**PEP**"). To the extent you are or become a PEP in the future while you hold your Event Contract Account or any subaccounts at the Firm, you represent and warrant that you will immediately notify the Firm and subject yourself to any due diligence measures deemed appropriate by the Firm.

A PEP is an individual who is/was an immediate family member (spouse, parent, sibling, children, in-law, or dependent) or close associate (someone who is closely connected to the individual either socially or professionally) of: (i) a senior official in the executive, legislative, administrative, military, or judicial branches of a non-U.S. government (whether elected or not); (ii) a senior official of a major non-U.S. political party; (iii) a senior executive of a non-U.S. government-owned entity; or (iv) a foreign individual who was or has been entrusted with a prominent public function. A senior official or executive includes an individual with substantial authority over policy, operations, or the use of government-owned resources.

q. **Affiliate and Cross Trade Consent; Affiliate Market Making.** The Firm, its officers, directors, employees, or Affiliates or other customers of the Firm may be, from time to time, on the opposite side of orders for Contracts placed for your Event Contract Account in conformity with Applicable Law.

i. **Affiliate Market Making.** One or more Affiliates of the Firm may be registered, designated, or otherwise act as a market maker, designated market maker, DCM participant, or liquidity provider (collectively, a "Market Maker") on one or more DCMs or other trading venues on which the Firm executes or brokers Contracts for your Event Contract Account, including in the same Contracts and the same markets in which the Firm executes transactions on your behalf. As a result, an Affiliate of the Firm acting as a Market Maker may quote, bid, offer, or otherwise be active in the same markets contemporaneously with the execution of your orders.

ii. **Affiliate as Counterparty.** You acknowledge and agree that an Affiliate of the Firm acting as a Market Maker (or otherwise trading for its own account) may, directly or indirectly, be the counterparty to, or take the opposite side of, orders for Contracts placed for your Event Contract Account, in conformity with DCM rules approved by or certified to the CFTC and Applicable Law. You consent to such transactions and acknowledge that the Firm and its Affiliates may earn profits, spreads, fees, or other compensation in connection therewith, which the Firm and its Affiliates are entitled to retain for their own account.

iii. **Preferential Terms for Affiliated Market Maker.** You acknowledge that an Affiliate of the Firm acting as a Market Maker may receive certain preferential terms, benefits, or accommodations in connection with its market making or trading activity that are not available to you or to other customers of the Firm, which may include, without limitation: reduced or rebated exchange fees; fee tier, volume, or rebate programs offered by a DCM or other trading venue; priority, enhanced, co-located, low-latency, or other preferential market data, connectivity, or order entry access; access to order types, functionality, or trading sessions not generally available to customers; information regarding aggregate order flow, market activity, or quoting obligations; and other incentives, payments, or arrangements provided by the Firm, an Affiliate, a DCM or another trading venue. The Firm will disclose the material terms of any such arrangements to the extent required by Applicable Law. You acknowledge that the existence of these preferential terms may create conflicts of interest between you, the Firm, and the Firm's Affiliates as described in the Firm's Event Contracts Risks Disclosure Document, and you consent to the Firm and its Affiliates engaging in the foregoing activities notwithstanding any such conflicts.

13. **Position Limits; Liquidation.** You acknowledge and agree that the Firm maintains the right, at all times and in its sole discretion, without prior notice to you, to: (i) limit the number or size of positions which you may maintain or acquire through your Event Contract Account; (ii) limit the size and number of open Contracts (net or gross) held in your Event Contract Account; and (iii) refuse the acceptance of orders or other instructions for new positions, and/or require the reduction of open positions in your Event Contract Account.

    If the Firm, in its sole discretion, determines that because of your financial condition, market conditions, or any other potential insecurity, you may not be willing or able to fulfill your obligations hereunder, the Firm may, in its sole discretion and without prior notice to you, liquidate, offset and/or mitigate the risk of any of your open positions in Contracts to reduce such insecurity. For the avoidance of doubt, the Firm is not obligated to take any action or make any efforts to avoid or mitigate any Losses in your Event Contract Account.

    To the extent permitted by Applicable Law, you authorize the Firm, without prior notice and in its sole discretion, to arrange for the liquidation of any assets in your Event Contract Account or PrizePicks Account to: (i) cure any insecurity in your Event Contract Account, PrizePicks Account, or any other account you may maintain with the Firm or any of its Affiliates; or (ii) satisfy any debit balance or financial obligation associated with your Event Contract Account, PrizePicks Account, or any other account you may maintain with the Firm or any of its Affiliates.

    You will at all times remain liable to the Firm for any loss or debit balance in your Event Contract Account. You acknowledge and agree that, in connection with any actions taken in accordance with this Section, the Firm, in its sole discretion, may choose which Contracts or other property to buy or sell, which transactions to close, and the sequence and timing of liquidation, and that the Firm may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) chosen by the Firm in its sole discretion. You agree not to hold the Firm liable for its choice of which Contracts or other property to buy or sell, or of which transactions to close, or for timing or manner of liquidation, and you agree to indemnify and hold the Firm, its Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers harmless from any and all Losses resulting from any actions they may take in accordance with this Section.

    For the avoidance of doubt, the Firm may take any action permitted under this Section whether or not an Event of Default (as defined below) has occurred.

14. **Orders- Pricing and Quantity Disclosure.** At this time, all Event Contract orders placed through the Firm must be limit orders. The price on such orders cannot exceed 5% over (or under) the current market price. If orders cannot be filled when placed, the orders will expire unfilled shortly thereafter. Partial fills of an order are not permitted.

    You can determine the order size for a buy order. However, when selling or exiting an Event Contract position, you may need to sell or exit the position using orders for the quantity in which you purchased an individual Event Contract position. In other words, if you purchase a 35 lot position in an Event Contract and then subsequently purchase another 35 lots in the same Event Contract, in order to exit that position you may need to place two 35 lot orders rather than one 70 lot order.

    Lastly, because there are no partial fills, orders that cannot be entirely filled within the price range of an order will not be filled. For example, if you sell 100 Event Contracts with a limit of $0.70, you may do so by selling 50 Event Contracts at $0.72 per Event Contract, 45 Event Contracts at $0.71 per Event Contract, and 5 Event Contracts at $0.70; however, if the price drops to $0.69 for the last 5 Event contracts, the entire order would not be filled.

15. **Events of Default.** The occurrence of any of the following will constitute an Event of Default ("**Event of Default**") under this Agreement:

    a. you breach any of the terms of this Agreement, including, without limitation, by your failure to

make any required payment in respect of any Contract;

b. you default on any obligation owing to the Firm under this agreement or otherwise in respect of any transaction or agreement in connection with your Event Contract Account;

c. any representation made by you under this Agreement or any other customer agreement that you entered into in connection with your PrizePicks Account or any other account that you hold through the Firm or any of its Affiliates is found to be inaccurate or incomplete in any material respect as of the time it was made or ceases to be accurate and complete in any material respect at any time during the term of this Agreement;

d. 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, or you make or propose to make any arrangement or composition for the benefit of creditors, or you or any of your property is subject to any agreement, order, or judgment providing for dissolution, liquidation, or reorganization, or for the appointment of a receiver, trustee, or similar officer of you or your property; or

e. any warrant or order of an attachment is issued against your Event Contract Account or PrizePicks Account, or a judgment is levied against your Event Contract Account or PrizePicks Account;

f. The Firm, in its sole discretion, determines that because of your financial condition, market conditions, or any other potential insecurity, you may not be willing or able to fulfill your obligations hereunder or under any Contracts to which you are a party.

16. **Rights and Remedies of the Firm for Events of Default.** Upon the occurrence of an Event of Default, the Firm shall have the right to:

    a. treat any or all of your obligations owing to the Firm as immediately due and payable;

    b. liquidate any Contracts in your Event Contract Account, liquidate any positions in your PrizePicks Account, and set-off and apply the proceeds thereof against any obligations of Customer owing to the Firm;

    c. draw on any funds in your PrizePicks Account to satisfy your obligations owing to the Firm;

    d. terminate any or all of the Firm's obligations for future performance to you under Section 16 below; and

    e. take such other further action as the Firm, in its sole discretion, deems necessary or appropriate under the circumstances.

17. **Lien and Security Interest.** Customer grants the Firm a first lien and security interest in all monies, open position in Contracts, and any other property of Customer (either individually or jointly with others) now or in the future held by the Firm in the Event Contract Account or held by the Firm's Affiliates in Customer's PrizePicks Account or otherwise in the possession or control of the Firm or any of our Affiliates for any purpose (collectively, "**Collateral**"), including safekeeping, to secure payment, and to discharge all of Customer's obligations to the Firm or any Affiliate of the Firm, which Collateral is subject to a general lien of, and right of set-off by, the Firm for any and all such obligations.

    Customer agrees to execute any documents, including Uniform Commercial Code financing statements, as the Firm deems necessary or appropriate to evidence or perfect our security interest in any Collateral, and appoints the Firm as Customer's agent to sign such documents on Customer's behalf. Customer has not granted and will not grant a security interest in the Collateral or the Event Contract Account (other than the security interest granted to the Firm and our Affiliates in this Agreement) to any

other party without the Firm's prior written consent.

Except as prohibited by Applicable Law, all Collateral now or hereafter held or carried by the Firm or any of our Affiliates for Customer may, from time to time, without notice to Customer, be pledged, hypothecated, loaned, or invested by the Firm to or with others, separately or with any other property. Except as provided by Applicable Law, the Firm is not required to retain in our possession for delivery a like amount of, or to pay interest on, or to account to Customer for any profits on, such property.

18. **Limitation of Liability; Indemnification; Access Interruptions.** None of the Firm, its Affiliates, nor any of its or their respective directors, officers, employees, agents, partners, members, or managers will be liable for any Loss arising out of, or in connection with, the Services provided hereunder, including, without limitation, from any failure or delay by the Firm or any third party, including, without limitation, any DCO, in providing accurate information or performing its functions in connection with transactions in or related to your Event Contract Account. All services provided by or through the Firm and its Affiliates are provided on an "as is," "as available" basis without warranties of any kind, either express or implied, statutory (including, without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction, or modification under the laws applicable to this Agreement. Although we expend considerable effort to make the Platform and other operational and communications channels available at all times, we do not guarantee that these channels will be available and error free every minute of the day. You understand and agree that you are responsible for all Losses arising from or related to your Event Contract Account or use of the Platform.

    You agree that the Firm, its Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers will not be responsible for any Losses arising out of or relating to any unauthorized access to the Platform or to your Event Contract Account, theft, operator errors, government restrictions, *force majeure* (*e.g.*, earthquake, flood, severe or extraordinary weather conditions, natural disasters or other act of God, fire, acts of war, terrorist attacks, insurrection, riot, strikes, accident, action of government, communications, system or power failures and equipment or software malfunction), market data availability or quality, exchange rulings, suspension of trading, news or analysts' reports, market volatility, or disruptions in orderly trading on any exchange or market.

    You also understand that neither the Firm nor any of its Affiliates guarantees that access to the Platform or to any third party platforms or services upon which the Firm or its Affiliates may rely in connection with the operation of the Platform or the provision of Services to you, including, without limitation, platforms provided by any DCO or relevant self-regulatory organizations which may be necessary for the execution of orders for Contracts or other transactions, will be available at all times. The Firm and its Affiliates reserve the right to suspend access to the Platform and the Services without prior notice, in their sole discretion and for any reason, including, without limitation, for scheduled or unscheduled system repairs or upgrades. Further, access to the Platform, and hence, your Event Contract Account, may be limited or unavailable due to access interruptions resulting from a wide range of factors, including, without limitation, market volatility, peak demand, systems upgrades, maintenance, any kind of interruption of the services provided by the Firm or its Affiliates, interruptions of services provided by third parties upon which the Firm or its Affiliates may rely, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, self-regulatory organization, or exchange, and *force majeure*.

    You agree that the Firm, its Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers will not be responsible for any Losses arising out of or relating to temporary interruptions in availability of the Platform or Services for any reason, including, planned or unplanned maintenance, Platform changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including, but not limited to, interruptions in availability of platforms or services provided by any third parties upon which the Firm and its Affiliates may rely, the failure of interconnecting and operating systems, inaccuracy in the transmission or reporting of orders,

including any inability to enter or cancel orders due to a breakdown or failure of computer services, transmission, communication, or execution facilities for any reason (including due to a ransomware or other attack), computer viruses, labor disputes, armed conflicts, governmental, court, exchange, regulatory, or self-regulatory organization actions, restrictions, regulations, rules, decisions, or orders, *force majeure* (*e.g.*, earthquake, flood, severe or extraordinary weather conditions, natural disasters or other act of God, fire, acts of war, terrorist attacks, insurrection, riot, strikes, accident, communications, system or power failures and equipment or software malfunction), the failure or delay by any DCM or DCO to enforce its rules or to pay to the Firm any amount due in respect of your Event Contract Account, the failure or delay by any bank, trust company, DCO, or other person which, pursuant to applicable exchange rules, is holding your funds, securities, or other property to pay or deliver the same to the Firm, any other cause or causes beyond the Firm's control, as a result of any action taken by the Firm, its Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers to comply with Applicable Law, for acts or omissions of those neither employed nor supervised by the Firm or, the closure (scheduled or unscheduled) of any DCO, or DCM.

Any violation of Applicable Law by the Firm, its Affiliates, or any of its or their respective directors, officers, employees, agents, partners, members, or managers, shall not provide you with either a defense to a claim by the Firm or any of its Affiliates or the basis for a claim against the Firm, its Affiliates, or any of its or their respective directors, officers, employees, agents, partners, members, or managers.

In no event will any of the following be liable to you for special, indirect, consequential, incidental punitive, or exemplary damages, even if advised of the possibility of such damages: the Firm; its Affiliates; any of its or their respective directors, officers, employees, agents, partners, members, or managers; or any of its service providers.

Except as otherwise provided by law, the Firm, its Affiliates, and each of its and their respective partners, officers, directors, employees, agents, members, or managers (collectively, "**Indemnified Parties**") shall have no liability for, and you agree to indemnify, defend, and hold harmless the Indemnified Parties from, all Losses that result from: (i) your use of the Services or transactions in your Event Contract Account;

(ii) any noncompliance by you with any of the terms and conditions of this Agreement or with Applicable Law; (iii) any third-party actions related to your receipt and use of any data, content, market analysis, other third-party content, or other such information obtained on the Platform, whether authorized or unauthorized under this Agreement; (iv) any third-party actions related to your use of the Platform;

(v) your or your agent's misrepresentation or alleged misrepresentation, or wrongful acts or omissions; and (vi) any Indemnified Party's following your or your agent's directions or instructions, or failing to follow your or your agent's unlawful or unreasonable directions or instructions.

19. **Event Contract Account Termination; Effects of Termination and Restrictions.** You acknowledge and agree that the Firm may, at any time and for any reason, in its sole discretion and without prior notice, terminate your Event Contract Account or restrict, limit, or prohibit trading of Contracts in your Event Contract Account in whole or in part; or may close out any commitment made on your behalf. If we decide to close or restrict your Event Contract Account, we may liquidate your Event Contract Account and transfer the cash balance in the Event Contract Account to you or to your PrizePicks Account or permit you to transfer any open positions in your Event Contract Account to another futures commission merchant. In computing the cash balance of your Event Contract Account at the time it is closed, we have the right to deduct any unpaid fees or charges (including account service fees) related to your Event Contract Account.

    The closing by the Firm of your Event Contract Account will not affect the rights or obligations of either party that are incurred prior to the date your Event Contract Account is closed. None of the Firm, its Affiliates, nor any of its or their respective directors, officers, employees, agents, partners, members, or managers shall be liable for any loss that you may incur due to any refusal to permit any deposit,

withdrawal, or transaction.

At all times, including after termination of your Event Contract Account, you will be liable to the Firm and its Affiliates for payment upon demand of any indebtedness, obligation, or liability arising under this Agreement, including for any deficiency remaining in your Event Contract Account in the event of the termination or liquidation thereof. The terms and conditions of this Agreement will survive termination of your Event Contract Account and will continue to apply to any disputed or other remaining matters involving your Event Contract Account and any transactions in your Event Contract Account.

You further understand and agree that the Firm or any of its Affiliates may place trading, disbursement, or other restrictions on your Event Contract Account for various reasons including court order, tax levy, garnishment, or request of a government agency or law enforcement authority. You understand and agree that the Firm may be required to liquidate or close out positions in your Event Contract Account to satisfy any such court order, garnishment, tax levy, or other legal obligation. The Firm, its Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers will not be held liable for any Losses that arise out of or relate to any such transaction, and you agree to indemnify and hold the Firm, its Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers harmless from and against any Losses they may incur in taking such actions.

20. **Order Handling.** You understand that, subject to the terms of an order, the method of execution of each order is in the sole discretion of the Firm. Certain orders, at the discretion of the Firm or its agent, may be subject to review, which may cause delays in the execution of orders and may cause orders to be executed at prices that are significantly different from price conditions that existed when the order was entered. The Firm reserves the right in its sole discretion to decline to accept any order for any reason, without advance notice.

21. **Abandoned Event Contract Accounts.** You acknowledge that the Firm has the right to report, escheat, and deliver assets in your Event Contract Account to the state of your address of record if we determine that your Event Contract Account has been abandoned in accordance with applicable state law.

22. **Applicable Law.** All Event Contract Accounts and Contracts will be subject to all applicable laws, rules, and regulations of any state, federal, regulatory or self-regulatory authority, agency, association, commission, or other body with oversight authority, including, without limitation: (i) the CEA, all rules, regulations, guidance, and interpretations of the CFTC; (ii) the constitution, by-laws, rules, regulations, policies, procedures, interpretations, and customs of the NFA, any applicable DCM or DCO, exchange, contract market, trading facility, or execution facility, including, without limitation, an electronic trading system, facility or service, or clearing organization or of any clearing firm or self-regulatory agency or organization; and (iii) any other laws, rules, interpretations, customs, or usage of the trade applicable to your trading of Contracts. All such laws, rules, regulations, policies, procedures, interpretations, customs, and usage, as enforced from time to time, are hereinafter collectively referred to as "**Applicable Law**." In no event will the Firm or any of its Affiliates be obligated to effect any transaction or take any other action that it determines, in its sole discretion, would violate any Applicable Law.

23. **Disclosure of Status.** Except as otherwise specifically set forth in your Event Contract Account application or Section 21 of this Agreement, you are not: (i) registered or qualified with the Financial Industry Regulatory Authority, the NFA, the Securities and Exchange Commission, the CFTC, any state securities agency, any DCO, any securities exchange or association, or any commodities contract market or association; (ii) engaged as an "investment advisor" as that term is defined in Section 201 of the Investment Advisors Act of 1940 (whether or not registered or qualified under that act); (iii) a "commodity trading advisor" or "commodity pool operator" as those terms are defined Section 1a of the CEA; or (iv) employed by a bank or other organization exempt from registration under federal and state securities laws to perform functions that would require you to be so registered or qualified if you were to

perform such functions for an organization not so exempt. You agree to promptly notify the Firm in writing (if you have not already done so) if you reasonably anticipate any change that would render the foregoing inaccurate.

If any of the foregoing representations and warranties, or any other information that you have provided to the Firm or any of its Affiliates becomes inaccurate, incomplete, untruthful, or misleading in any respect, you will notify the Firm or the applicable Affiliate of such change as soon as practicable. You agree to hold the Firm, its Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers harmless from and against any and all Losses arising out of or relating to your failure to provide information that is current, accurate, truthful, and complete, or to update such information as required.

24. **Accurate Registration Status.** In compliance with NFA Bylaw 1101, the Firm will not carry an account, accept an order, or handle a transaction in commodity futures contracts for or on behalf of any non-member of the NFA, or suspended member of the NFA, that is required to be registered with the CFTC as a "futures commission merchant," "introducing broker" ("**IB**"), "commodity pool operator" ("**CPO**"), or "commodity trading advisor" ("**CTA**") as those terms are defined Section 1a of the CEA or "leverage transaction merchant" ("**LTM**") as that term is defined in CFTC Regulation 1.3, 17 C.F.R. § 1.3. Accordingly, you represent and warrant that you are not registered as an FCM, IB, CPO, CTA, or LTM; not exempt from registration as an FCM, IB, CPO, CTA, or LTM; and not engaged in activities that could require you to register as an FCM, IB, CPO, CTA, or LTM.

25. **Assistance by the Firm.** On your request, the Firm may provide technical support, and you understand that when you request support, help, or assistance from the Firm in any form orally, electronically, or in writing (each, a "**Support Request**") in using the Platform, any of the Firm's services, any investment tools available on the Platform, or any other information or thing or service provided by the Firm, that Support Request and assistance provided relating to it will be limited to functional or operational explanation or assistance and, if requested by you, to the entry or correction by the Firm or its representatives of information provided by you. Any such assistance, and any communication from the Firm or its representatives in connection with a Support Request, does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any order.

26. **Recording and Monitoring of Communications.** You understand and agree that the Firm may monitor or record any telephone or electronic conversations with you. Unless otherwise agreed in writing, the Firm does not consent to the recording of telephone conversations by you or by any third party. The Firm does not guarantee that any particular telephone or electronic conversations will be recorded.

27. **Information Made Available Through Services.** You understand that you are permitted to store, display, analyze, modify, reformat, and print the information made available either directly by the Firm or via the Platform only for personal use. You will not publish, transmit, or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of the Firm. You will not alter, obscure, or remove any copyright, trademark, or any other notices that are provided in connection with the information. You represent and warrant that: (i) you will not use the Platform in contravention of this Agreement or any other agreements with the Firm to which you are a party; (ii) you will use the Platform only for your own Event Contract Account and not on behalf of any other person, unless otherwise authorized in accordance with the terms of this Agreement; and (iii) with the exception of a web browser and other applications specifically approved by the Firm in writing, you will not use (or allow another person to use) any software, program, application, or other device, directly or indirectly, to access or obtain information through the Platform or to automate the process of accessing or obtaining such information.

28. **Taxes.** You acknowledge that it is your responsibility to declare and pay any income, gains, or similar to all applicable tax authorities, make any tax filings, and to pay any and all taxes, duties, or similar when due in all applicable jurisdictions. You undertake and warrant to the Firm that you will do so and will comply in full with all applicable tax laws and obligations to which you are subject.

Under penalty of perjury, you certify that the taxpayer identification number that you have provided or will provide to the Firm (including any taxpayer identification number on any Form W-9 that you have provided or will provide to the Firm) is your correct taxpayer identification number. You certify that you are not subject to backup withholding, and you are a United States Person (including a U.S. resident alien) as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended ("**U.S. Person**"). You understand that, if a correct taxpayer identification number is not provided to the Firm, you may be subject to backup withholding tax at the appropriate rate on all dividends, interest, and gross proceeds payable to you. Backup withholding taxes are sent to the IRS and cannot be refunded by the Firm. You further understand that if you waive tax withholding and fail to pay sufficient estimated taxes, you may be subject to tax penalties.

29. Investment Tools; Data.

a. You understand that any investment tools provided within the Platform may result in Losses and are not a guarantee of performance or returns, and the Firm and its Affiliates in no way guarantee or make any warranties of any kind, express or implied, regarding the projections, ideas, strategies, or other output generated by the investment tools. You agree that the Firm, its Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers is not liable for any Losses (including lost opportunity or profits) arising out of or relating to discrepancies between projections and suggestions and actual performance. None of the information provided is intended to constitute a recommendation.

b. You expressly agree that any data or online report is provided without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or non-infringement. You acknowledge that the information contained in any reports provided by the Firm or any of its Affiliates is obtained from sources believed to be reliable but is not guaranteed as to its accuracy of completeness. Such information could include technical or other inaccuracies, errors, or omissions or may be unavailable, delayed or otherwise interrupted. YOU AGREE THAT YOUR USE OF ANY MARKET OR OTHER DATA IS SOLELY AT YOUR RISK.

30. Estate Issues. You agree that, in the event of your death, the survivor(s) or the estate shall immediately give the Firm written notice of your death, and the Firm may, before or after receiving such notice, take such actions, require such papers, inheritance or estate tax waivers or federal transfer certificates, retain such portion of your Event Contract Account and restrict financial transactions, transfers, and withdrawals in your Event Contract Account as required by law, the Firm's policies, or as the Firm deems advisable to protect itself and its Affiliates against any tax, liability, penalty, or loss under any present or future laws or otherwise. Your estate and your Event Contract Account shall be jointly liable for all costs (including reasonable attorneys' fees and costs) the Firm may incur in connection with the disposition of your Event Contract Account and related assets and liabilities in the event of your death, disability, or dissolution.

31. General and Miscellaneous Provisions and Disclosures.

a. **Modification of Agreement.** You understand that the Firm may change any of the terms and conditions of this Agreement, eliminate any term or condition, and add new terms and conditions at any time with or without notice to you. 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 this Agreement on the Platform. The current version of this Agreement will be posted on the Platform, and your continued Event Contract Account activity after such modification constitutes your agreement to all then-effective amendments, regardless of whether you have actually reviewed them. You agree to regularly consult the Platform for up-to-date information about the Firm services and any modifications to this Agreement, disclosures, or any other agreement incorporated or referenced in this Agreement or related to services provided to you by the Firm.

b. **Consent to Additional Terms.** In addition to the terms in this Agreement, when using particular products, services, or features, you are also subject to any additional posted guidelines, disclosures, or

requirements applicable to such particular matters. All such additional terms are hereby incorporated by reference into this Agreement.

c. **Severability, Waiver, and Effectiveness.** If any provision or term of this Agreement is held to be invalid, void, or unenforceable by reason of any law, rule, administrative order, or judicial decision, or otherwise is or becomes inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, such provision or term shall be deemed rescinded or modified to the extent permitted by applicable law to make this Agreement valid and enforceable or to comply with such law, rule, or regulation. In all other respects, the Agreement shall remain valid and continue in full force and effect. Except as specifically permitted herein, no provision of this Agreement can be, nor will it be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by an authorized officer of the Firm.

d. **Non-Waiver.** The failure of the Firm to exercise any right, power, or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power, or remedy or to demand such compliance.

e. **Binding Effect; Assignment; Successors.** This Agreement will inure to the benefit of the Firm and its successors, assigns, and agents. In addition, you agree that this Agreement and all the terms hereof, will be binding on your heirs, executors, administrators, personal representatives, conservators, and any assigns permitted by the Firm. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining the Firm's prior written consent and any purported assignment or delegation without such consent shall be void. the Firm may assign, sell, or transfer your Event Contract Account and this Agreement, or any portion thereof, at any time, without your prior consent.

f. **Power of Attorney.** You agree and hereby irrevocably appoint the Firm with full power as your true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement, including any instructions you may give in accordance with this Agreement, and taking any action and executing any instrument that the Firm deems necessary or advisable to accomplish the purposes of this Agreement.

g. **Headings.** The heading of each provision of this Agreement is for descriptive purposes only and will not be deemed to modify or qualify any right or obligation set forth herein or used to construe or interpret any of the provisions hereunder.

h. **Platform Postings.** You agree and understand that the Firm may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to your use of the Platform or your Event Contract Account, on the Platform, and that this includes updates or amendments to this Agreement or other agreements, or risk disclosures incorporated in or referenced in this Agreement. You understand that it is your continuing obligation to monitor the Platform for such postings and to understand the terms thereof. You agree to be bound by the terms of any such postings (and the most current version of this Agreement) as are in effect at the time of your access or use of the Platform or the giving of any order or instruction relating to your Event Contract Account.

i. **Entire Agreement.** This Agreement reflects the entire agreement between the Firm and you with respect to your Event Contract Account and the Services and supersedes all prior oral and written agreements between the parties relating to the subject matter hereof.

j. **Cumulative Rights.** The rights, remedies, benefits, and privileges of the Firm under (i) this Agreement, (ii) any other customer agreement entered into by you in connection with your PrizePicks Account or any other account you hold through the Firm or any of its Affiliates, and (iii) any other written agreement the Firm or any of its Affiliates ((i), (ii), and (iii) collectively, the "**Related Agreements**"), are cumulative and shall be interpreted to convey to and upon the Firm and its Affiliates the broadest, most expansive, most enforceable rights, remedies, benefits, defenses, and

privileges. Any inconsistencies or conflicts between or among any of the Related Agreements shall be disregarded, as the Firm may at any time, or from time to time, choose, so that the Firm may enjoy to the fullest extent possible the right, remedy, benefit, defense, or privilege that it, at any time or from time to time, seeks to assert, enforce or avail to itself.

k. **Governing Law**. This Agreement (including, if applicable, the Arbitration Agreement), and enforcement of this Agreement, is governed under the laws of the State of New York without regard to the conflicts of law provision thereof. You may not bring any lawsuit, arbitration proceeding, or other claim, regardless of form, under this Agreement arising out of transactions or activities in the Event Contract Account more than one (1) year after the cause of action arose, provided, however, that you may bring an action under the provisions of Section 14 of the CEA at any time within two (2) years after the cause of action accrues.

l. **Consent to Jurisdiction.** You agree that all disputes, claims, actions, or proceedings arising directly, indirectly, or otherwise in connection with or related to your Event Contract Account or this Agreement shall be litigated or arbitrated exclusively in a court or arbitration forum located in New York, unless otherwise agreed by the Firm. You consent and submit to the jurisdiction of any state or federal court or arbitration forum located within the Southern District of New York. You hereby waive any right you may have to transfer or change the venue of any litigation or arbitration hereunder.

m. **Electronic Signatures.** Your intentional action in providing an electronic signature, constituted by clicking a button or acknowledgement indicating an electronic signature, typing your name in a signature field, or otherwise entering an electronic signature, is valid evidence of consent to be legally bound by this Agreement and by other documentation submitted in connection with your relationship with the Firm and as valid evidence of consent to be legally bound by any other documents relating to your Event Contract Account or Platform or related services that you sign electronically. Delivery of an electronic version of this Agreement and any other documents related to your Event Contract Account fully satisfies any requirement that they be provided to you in writing. You acknowledge that you may access and retain a record of the documents that you electronically sign. You are solely responsible for reviewing and understanding all of the terms and conditions of these documents. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic, and enforceable record of the Agreement, 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 Firm's electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of the Agreement.

n. **Waiver of Statutes of Limitation.** You agree that no lawsuit, arbitration proceeding, or other claim or action relating to this Agreement or the transactions in your Event Contract Account may be initiated by you unless commenced within one (1) year from the date of the disputed transaction; provided, however, that any action brought under the provisions of Section 14 of the CEA may be brought at any time within two (2) years after the cause of action accrues.