



TERMS OF USE AND SERVICE

In consideration of LGO Markets LLC and its agents and assigns (collectively, “**LGO**”) opening an account (the “**LGO Account**”) on your behalf (“**Client**”), Client represents and agrees to the terms set forth below (the “**Agreement**”).

By accessing the LGO Platform (as further described below) Client understands that it is agreeing to be bound by the terms of this Agreement, including but not limited to the binding arbitration provisions contained in Section 15 below that may significantly affect Client’s legal rights, including Client’s right to file a lawsuit in court and to have a jury hear its claims. Client fully understands that if it does not agree to be bound by the terms of this Agreement, that it shall not use or access the LGO Services (as further defined below).

Further, Client understands that LGO may make available additional or ancillary services in order to facilitate the functionality of the LGO Account and that any such additional services shall be offered to Client in LGO’s sole discretion.



1. ELIGIBILITY REQUIREMENTS.

By accessing or using the **LGO Platform**, Client represents and warrants to LGO that:

- a) It has not previously been suspended or removed from the LGO Platform or have its access to an LGO Account revoked. Client also represents and warrants that it is not a resident of a jurisdiction in which LGO is prohibited from offering the LGO Services;
- b) It has full capacity to enter into and be bound by this Agreement and the individual executing the Agreement has full legal and corporate capacity and authority to do so;
- c) It is currently in good standing with all government agencies, departments, regulatory or supervisory bodies in all relevant jurisdictions in which it does business and shall immediately notify LGO if it ceases to be in good standing with any regulatory authority;
- d) It is not located in, under the control of, or a resident of any country to which the United States has embargoed goods or services;
- e) None of its senior officers, directors, principals or affiliates (a) are identified as a "Specially Designated National," (b) have been placed on the Commerce Department's Denied Persons List, or (c) are subject to any law, regulation, or list of any government authority (including, without limitation, the U.S. Office of Foreign Asset Control list) that would prohibit or limit LGO's ability to conduct business with Client. Client further represents and warrants that it will not use the LGO Platform if the laws of the country or jurisdiction in which it is resident or its principal place of business is located prohibit it from doing so in accordance with this Agreement.
- f) It operates in full compliance with all applicable laws, rules and regulations in each jurisdiction in which it operates, including obtaining and maintaining all necessary licenses, registrations and permits, and further, it will not use the LGO Platform for any illegal activity, including but not limited to illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data or the financing of terrorism, or other violent activities.
- g) It shall comply in all necessary respects with the terms of LGO's AML Program (as further outlined in Section 6).

2. LGO PLATFORM AND LGO SERVICES.

- a) Client understands that by accessing the LGO Account that it has the ability to place various types of orders and transactions with other users ("**Counterparties**") with respect to certain digital assets including blockchain tokens ("**Digital Assets**") that are supported on the LGO website and its related proprietary communications and trading software (such software and website(s), the "**LGO Platform**" and such service, the "**LGO Service**"). While the LGO Platform matches buyers and sellers of Digital Assets to effectuate the purchase and sale of Digital Assets (each, a "**Transaction**"), Client understands that all Transactions are settled



off-platform between Client and the corresponding Counterparty to the Transaction. Client understands that in order to settle a Transaction, it must have in place the necessary technology and operational connections and relationship documentation with such Counterparty. Client acknowledges that any decision to purchase or sell Digital Assets is entirely its own, and is made without any investment, legal or tax advice from LGO.

b) Client understands that LGO reserves the right to charge various Transaction fees or miscellaneous fees associated with activity on the LGO Platform, or any fees related to any enhanced due diligence related to the LGO Account, some of which may be communicated to Client separately in writing. Client further acknowledges and understands that LGO routinely receive compensation from certain Counterparties with respect to Transactions that are executed through the LGO Account.

c) Client understands that the LGO Account is self-directed. Accordingly, Client appoints LGO as its agent for the purpose of carrying out Client's directions to LGO in accordance with the terms and conditions of this Agreement. LGO is authorized to open or close the LGO Account, place and withdraw orders, and take such other steps as are reasonable to carry out such directions. All transactions will be effected upon receipt of any order instructions received from Client or an authorized delegate, except as described in Section 9. Client agrees to receive and transmit financial information relating to the LGO Service through the LGO website at <https://lgo.markets> (the "*Website*") and the LGO proprietary trading portal (the "*Portal*"). Client use of the LGO Account or the granting of access to the LGO Account to any third party, other than an Authorized User, is solely at Client's risk and strictly prohibited.

d) Client understands that the LGO Account and the LGO Service are provided to Client by LGO, and that the LGO Account, unless otherwise indicated in writing, is separate from any other service that may be offered by LGO.

e) Client understands that the use of the LGO Service may be subject to a limit on volume (in USD terms) that Client may transact in a given time period. Such limits may vary, at LGO's sole discretion, depending on a variety of factors. LGO will make applicable transaction and position limits available upon written request.

3. SAFEKEEPING OF LGO ACCOUNT INFORMATION.

a) Client understands and agrees to only allow individuals that have been duly authorized by LGO ("*Authorized Users*") to access the LGO Platform or the LGO Account.

b) Client is solely responsible for keeping LGO Account access details, including username, password and LGO Account number ("*Login Credentials*") confidential and secure. Client agrees and accepts full responsibility for monitoring and safeguarding the LGO Account as well as all Login Credentials on behalf of its Authorized Users.

c) The use and storage of any information including LGO Account numbers, Login Credentials, hardware wallet, portfolio information, Transaction activity, and any other



information or orders available on Client's wireless, web-enabled cellular telephones or similar wireless communications devices or computers (collectively, the "**Devices**") is at Client's risk and is the sole responsibility of Client. In particular, Client acknowledges that LGO is not responsible for any financial loss due to the misuse, theft or loss of the Devices. Client represents that it is solely responsible for and has authorized any orders or instructions appearing in, originating from, or associated with the LGO Account, LGO Account number, and Login Credentials. Client agrees to notify LGO immediately if it suspects that an unauthorized order has been placed through its LGO Account (a "**Potential Fraudulent Event**"), but in no event more than twenty-four (24) hours following discovery. Upon request by LGO, Client agrees to report any Potential Fraudulent Event promptly to legal authorities and provide LGO a copy of any report prepared by such legal authorities. Client agrees to cooperate fully with the legal authorities and LGO in any investigation of any Potential Fraudulent Event and will complete any required affidavits promptly, accurately and thoroughly. Client also agrees to allow LGO access to Devices and the Client's network in connection with any LGO investigation of any Potential Fraudulent Event. Client understands that if it fails to do any of these things that it may encounter delays in regaining access to the LGO Account.

d) Authorized Users. Client must designate at least one Authorized User to access to LGO Account and LGO Platform. Only Authorized Users may access the LGO Platform or the LGO Account. In order to qualify as an Authorized User, Client acknowledges and agrees to notify LGO in writing of each of its Authorized Users as well as immediately upon any change to its Authorized Users. Client understands that in order to access the LGO Platform or the LGO Account each Authorized User must be separately approved by LGO. In connection with such review and approval, Client authorizes LGO to take any and all measures that LGO deems necessary in order to verify the identity of all Authorized Users as well as any additional verifications, reviews, or investigations necessary or related to LGO's AML Program, or otherwise.

In the event that an Authorized User is approved, LGO shall notify Client in writing and may provide Client with unique Login Credentials specific to such Authorized User.

4. TERMINATION OF LGO ACCOUNT.

a) Client may close the LGO Account at any time by providing written notice of at least 15 business days. Closing an account will not affect any rights and obligations incurred prior to the date of account closure. Client may be required to either cancel or complete all open orders in accordance with the provisions of this Agreement. Client understands and agrees that it is responsible for any fees, costs, expenses, charges, or obligations (including, but not limited to, attorney and court fees) associated with the closing of the LGO Account. In the event that costs or fees are assessed against the LGO Account or are outstanding at the time of closure, Client will be responsible for reimbursing LGO.

b) Client understands that LGO may (a) suspend or terminate access to the LGO Services at any time, and (b) deactivate or cancel the LGO Account (i) as required by a valid subpoena or court order, (ii) if LGO suspects that Client or others are using the LGO Account in furtherance



of illegal activity or are acting in a manner inconsistent with Client's obligations under this Agreement, (iii) if LGO suspects, in LGO's sole discretion, any such accounts to be in violation of this Agreement or LGO's Anti-Money Laundering ("**AML**") Program, (iv) if the LGO Account is subject to any pending litigation, investigation, or governmental proceeding, (v) if LGO believes that there is unusual activity in the LGO Account or that Client is using the LGO Platform, Login Credentials, or other account information in an unauthorized or inappropriate manner. Client understands that it may not cancel the LGO Account if LGO believes, in LGO's sole discretion, that such cancellation is being performed in an effort to evade an investigation or avoid paying any amounts otherwise due to LGO. Upon cancellation of the LGO Account, Client authorizes LGO to cancel or suspend pending Transactions. Client understands that it will remain liable for all amounts due under or in connection with this Agreement. In the event that a technical problem causes system outage or LGO Account errors, LGO may temporarily suspend access to the LGO Account until the problem is resolved.

5. TRADING POLICY

a) The LGO Platform currently facilitates orders that may be placed through the LGO Account. Client understands that if it places an order and a Transaction is effected Client agrees to settle such Transaction off-platform with the relevant Counterparty per the terms of the relevant Trade Confirmation. Client understands and agrees that it may place market or limit orders. A limit order may be "good till cancelled" which means the order remains valid until (A) it is executed; or (B) Client cancels the order. Client also understands that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at or better than the limit price specified, and are good until Client cancels them, provided, however, that LGO has the right, in its sole discretion, to cancel any limit order, whether "good till cancelled" or otherwise, that remains unexecuted for twenty-one (21) calendar days or if deemed a risk by the firm. Client understands that additional transactions and order types may be made available on the LGO Platform from time to time as determined at LGO's sole discretion.

b) Client agrees and understands that any order may fail to result in a Transaction. A Transaction on the LGO Platform may fail for several reasons, including but not limited to change in seller prices or unanticipated technical difficulties. LGO makes no representation or warranty that any Transaction will be executed or settled. LGO is under no circumstances liable for any loss or injury suffered by a failure of an order or Transaction to complete properly or in a timely manner. Further, LGO is in no way responsible for notifying Client of a Transaction or order failure. Client has full responsibility to determine and inquire into the failure of any Transaction that it initiates.

c) Client understands that LGO may email or communicate with the Client when an order set has matched and a Transaction has been effected. Such notifications (each, a "**Trade Confirmation**") shall specify in sufficient detail the terms of the Transaction, Counterparty information as well as the terms of settlement, to be effected off-platform. Client further understands that Client's order history is available on the LGO Platform.

d) Client agrees that it is the Client's responsibility to review Trade Confirmations and statements of the LGO Account promptly upon receipt. Client agrees to receive all Trade Confirmations in electronic format. Notwithstanding any other provision in this Agreement, Trade Confirmations will be considered binding on Client absent manifest error or confirmation of cancellation from LGO. Client understands and agrees that it will bear sole responsibility for any losses relating to a Transaction. Client agrees that it is the Client's sole responsibility to review its Transaction history and Trade Confirmations on a regular basis.

6. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

a) Applicable Laws and Regulations. Transactions effected through the LGO Account are subject to the applicable laws, regulations, and rules of federal and state governmental and regulatory authorities. In no event will LGO be obligated to facilitate any Transaction it believes would violate any international, federal or state law, rule, or regulation, or the rules or regulations of any regulatory or self-regulatory organization.

b) AML Program. Client understands that, in furtherance of LGO's anti-money laundering obligations and related procedures with respect to certain federal anti-money laundering rules and regulations (LGO's "*AML Program*"), LGO may require that Client provide LGO with additional information or require certain Authorized Users (as defined below) to undergo additional review prior to being authorized to use the LGO Platform, or at any point thereafter, in accordance with applicable laws, regulations and LGO internal policies and procedures. Client agrees, represents, and warrants that all funds supporting or used to settle Transactions executed through LGO are not the direct or indirect proceeds of any criminal or fraudulent activity. Client understands that LGO reserves the right to investigate the source of any funds transacted through the LGO Account and determine, in LGO's sole discretion, whether or not to cancel or temporarily halt a Transaction. In addition, pursuant to the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("*OFAC*"), LGO is prohibited from providing services or entering into relationships with certain individuals and institutions. Client understands that in certain instances LGO may be required to block or place a hold on the LGO Account in accordance with a sanctions program, or other similar government sanctions programs. Client understands that LGO may: (i) suspend the LGO Account; or (ii) terminate the LGO Account. Client agrees that LGO is not responsible for any losses, whether direct or indirect, that Client may incur as a result of LGO's complying with applicable laws and regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

7. SYSTEM UNAVAILABILITY.

Client agrees and understands that part or all of the LGO Platform or the LGO Service may be periodically unavailable during scheduled maintenance or unscheduled downtime (collectively, "*Downtime*"). Client agrees and understands that LGO is not liable or responsible for any inconvenience or Losses to Client as a result of Downtime. Following Downtime, when services resume, Client understands that the prevailing market prices may differ significantly from the



prices prior to such Downtime.

8. CUSTOMER REPRESENTATIONS AND RESPONSIBILITIES.

a) Self-Directed Account. Client understands that the LGO Account is self-directed, Client is solely responsible for any and all orders placed through the LGO Account. For the avoidance of doubt, consistent with Section 3 hereof, Client fully understands that it is the Client's responsibility to safeguard Login Credentials (including the private key of the trading wallet), and that Client is responsible for any trade placed through, originating from, or associated with the LGO Account whether placed by the Client or another third party as the result of Client's failure to safeguard the Login Credentials. Client further acknowledges and agrees that all orders entered by the Client or through the LGO Account are unsolicited and based on the Client's own investment decisions or the investment decision of the Client's duly authorized representative or agent. Finally, Client understands it is solely responsible for the accuracy and the integrity of any wallet address which they provide for withdrawal purposes.

b) Information Accuracy. Client: (i) certifies that the information contained in this Agreement, the LGO Account application, and any other document that Client furnishes to LGO in connection with the LGO Account is complete, true, and correct; (ii) authorizes LGO to contact any individual or firm noted on the documents referred to in subsection (b)(i) of this Section and any other normal sources of debit or credit information; (iii) authorizes anyone so contacted to furnish such information to LGO as LGO may request; and (iv) agrees that this Agreement, the account application, and any other document Client furnishes in connection with the LGO Account is LGO's property. Client shall promptly advise LGO of any changes to the information in such agreements and documents in writing immediately, but no later than ten (10) calendar days. Client authorizes LGO to obtain reports and provide information to others concerning the Client's business conduct.

c) Commercially Reasonable Efforts. Client understands that LGO uses commercially reasonable efforts to provide Client with a reliable and secure LGO Platform. From time to time, interruptions, errors, or other deficiencies in service may occur due to a variety of factors, some of which are outside of LGO's control. These factors can contribute to delays, errors in service, or Downtimes. Client understands that it may experience difficulties in accessing the LGO Account, viewing Third-Party Information, and placing and/or canceling orders.

d) Unavailability of LGO Service in Certain Jurisdictions. Client agrees and understands that the LGO Service is not provided to, and may not be used by, any person in any jurisdiction where the provision or use thereof would be contrary to applicable laws and regulations. LGO is not available in all jurisdictions. Client agrees to refrain from using the LGO Service if it is incorporated, or its principal place of business is located within a jurisdiction where the LGO Service would violate any of the laws and regulations of such jurisdiction. Client acknowledges and agrees that it shall not provide incorrect information about its address and that it has an obligation to promptly inform LGO when its current jurisdiction changes.



9. RIGHT TO RESTRICT TRADING; RIGHT TO OFFSET; REMEDIES FOR BREACH.

- a) Trading Restriction. Client understands that LGO may, in LGO's sole discretion and at any time, prohibit or restrict Client's ability to place orders or enter into Transactions through the LGO Account. This also includes cancelling any open positions on behalf of the client.
- b) Remedies for Breach. If LGO determines, in LGO's sole discretion, that Client has committed a breach or default under this Agreement, LGO's AML Program, or any other internal policies or procedures (such breach or default, a "**Violation**"), LGO shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein. Client understands and agrees that, in the event of one or more Violations or potential Violations, LGO may at any time, at LGO's sole discretion and without prior notice to Client: (i) prohibit or restrict access to the use of the Portal or the Website or related services and Client's ability to place orders and enter into Transactions, (ii) refuse to match orders, facilitate Transactions or provide Trade Confirmations, and (iii) terminate the LGO Account. Client further acknowledges and agrees that if LGO determines, in LGO's sole discretion, that Client has colluded, coordinated, and/or collaborated with any other LGO user to commit a Violation, Client and that user will be jointly and severally liable for the whole value of any damages to which LGO is entitled under this Agreement.

10. DIGITAL ASSETS NETWORKS AND FORKS.

Client understands that LGO does not own or control the software protocols underlying the Digital Assets and associated Digital Assets networks and that LGO makes no guarantees regarding the security, functionality, or availability of such protocols, Digital Assets, or Digital Asset networks. Client further understands that underlying software protocols are subject to sudden changes in operating rules ("**Forks**") that may result in more than one version (each, a "**Forked Network**"), and that such Forks may materially affect the value, function, or name of a Digital Asset including those that are subject to outstanding orders or Transactions in the LGO Account. In the event of a Fork, Client agrees and understands that LGO may temporarily suspend the LGO Services without advance notice to Client while LGO determines, in LGO's sole discretion which Forked Networks to support. Client further agrees and understands that LGO may determine, in LGO's sole discretion, not to support Transactions in Forked Network Digital Assets and that Client has no right, claim, or other privilege to any Digital Assets arising from such unsupported Forked Network. With respect to such Digital Assets, Client understands that LGO may, in LGO's sole discretion, determine the approach to such Digital Assets, which approach may include terminating outstanding orders or abandoning or otherwise not electing not to support such Digital Assets as part of the LGO Services. Client further understands and agrees that LGO shall not be liable for (i) the software protocols underlying the Digital Assets and associated Digital Assets networks, (ii) any change in the value of any Digital Assets (whether associated with a Forked Network or otherwise), (iii) any decision regarding supporting or not supporting any Digital Assets, including a Digital Assets associated with a Forked Network or (iv) any breach of the hardware wallet used by the Client.



11. TELEPHONE CONVERSATIONS AND ELECTRONIC COMMUNICATIONS.

Client understands and agrees that LGO may record and monitor any telephone or electronic communications. Unless otherwise agreed in writing in advance, LGO does not consent to the recording of telephone conversations by any third party or Client. Client acknowledges and understands that not all telephone or electronic communications are recorded by LGO, and LGO does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved. Client also acknowledges and agrees that LGO maintains and retains records of all information, activity, and communications relating to the LGO Account and the use thereof.

12. EFFECT OF ATTACHMENT OR SEQUESTRATION OF ACCOUNT.

LGO shall not be liable for refusing to obey any orders given by or for Client with respect to the LGO Account that has been subject to an attachment or sequestration in any legal proceeding against Client, and LGO shall be under no obligation to contest the validity of any such attachment or sequestration.

13. TAX REPORTING.

Under penalties of perjury, Client certifies that the taxpayer identification number provided or will provide to LGO or any of LGO's Affiliates in connection with an account opening (including any taxpayer identification number on any Form W-9 that provided or will provide) is the Client's correct taxpayer identification number.

14. ARBITRATION.

LGO and Client agree to attempt informal resolution of any dispute arising in connection with this Agreement, the LGO Account, or the LGO Services prior to any demand for adjudication of any kind and to notify each other in writing of any such dispute within thirty (30) days of when it arises. Notice to LGO shall be sent to **complaints@lgo.markets**. LGO and Client further agree that if they cannot solve such dispute informally, any such dispute shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes, and LGO and Client hereby expressly waive trial by jury and right to participate in a class action lawsuit or class-wide arbitration. The arbitration will occur in **New Jersey** and will be conducted confidentially by a single, neutral arbitrator. Client agrees to bear its own attorney's fees, costs, and expenses. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys' fees when authorized by law, and the arbitral decision may be enforced in any court. Any dispute between the parties will be governed by this Agreement and the laws of the State of New Jersey and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. LGO and Client further agree that the state or federal courts in New Jersey have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. In the event the prohibition on class arbitration or any other provision of this Section is deemed invalid or unenforceable, then Client agrees and understands that the remaining portions of the



arbitration provisions in this Section will remain in full force and effect.

15. TRANSACTION DISPUTES.

Client understands that the LGO Platform serves as an order matching platform and that all Transactions entered into on the LGO Platform are settled bilaterally with the relevant Counterparty off of the LGO Platform. Notwithstanding any other provision of this Agreement, Client acknowledges and agrees that it is exclusively responsible for settling any and all disputes (including, but not limited to disputes involving price, quantity, settlement method, timing, Trade Confirmations, or any other Transaction-related detail) arising out of or in connection with a Transaction (a “*Transaction Dispute*”) directly with the relevant Counterparty to such Transaction. Client understands that LGO shall bear no responsibility, obligation or liability with respect to any Transaction Dispute or the resolution thereof. Client represents and warrants that it shall act in good faith and in a commercially reasonable manner to expediently resolve any and all Transaction Disputes directly with the relevant Counterparty. Client further understands that it has an obligation to notify LGO in writing as soon as practicable following the institution of a Transaction Dispute or any event which, with the giving of notice or the lapse of time or both, would constitute the institution of Transaction Dispute (a “*Transaction Dispute Notice*”). In the event that Client shall fail to provide LGO with the required Transaction Dispute Notice, or during the pendency of a Transaction Dispute, LGO may, at its sole discretion, place trading restrictions on the LGO Account consistent with the terms of Section 9 hereof.

16. ELECTRONIC SIGNATURES; MODIFICATIONS TO AGREEMENT; CONSENT TO ELECTRONIC DELIVERY.

a) Client agrees to transact business with LGO electronically. By electronically signing an application for an account, Client acknowledges and agrees that such electronic signature is valid evidence of its consent to be legally bound by this Agreement and such subsequent terms as may govern the use of the LGO Services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to Client in writing. Client accepts notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. Client acknowledges and agrees that LGO may modify this Agreement from time to time and Client agrees to consult the Website from time to time for the most up-to-date Agreement. 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. Client agrees to not contest the admissibility or enforceability of LGO’s electronically stored copy of the Agreement.

b) Consent to Electronic Delivery of Documents. By agreeing to electronic delivery, Client is giving its informed consent to electronic delivery of all Account Documents, as defined below, other than those it has specifically requested to be delivered in paper form.



c) Electronic Delivery System. Client acknowledges that LGO's only methods of communication with the Client includes (1) posting information on the Website, (2) providing information via the Portal, (3) sending email(s) to Client's email address of record, and, to the extent required by law (4) providing Client with notice(s) that will direct Client to the Portal or the Website where it can read and print such information. Unless otherwise required by law, LGO reserves the right to post Account Documents on the Website without providing notice to Client. Further, LGO reserves the right to send Account Documents to Client's postal or email address of record, or via the Portal. Client agrees that all Account Documents provided to Client in any of the foregoing manners is considered delivered to Client personally when sent or posted by or on behalf of LGO, whether Client receives it or not. All email notifications regarding Account Documents will be sent to Client's email address of record. Client understands that email messages may fail to transmit promptly or properly, including being delivered to SPAM folders. Client further understands that it is the Client's sole responsibility to ensure that any emails from LGO or LGO's Affiliates are not marked as SPAM. Regardless of whether or not Client receives an email notification, Client agrees to check the Website regularly to avoid missing any information, including time-sensitive or otherwise important communications. Additionally, Client acknowledges that the Internet is not a secure network and agrees that it will not send any confidential information, including LGO Account numbers or passwords, in any unencrypted emails. Client also understands that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agrees to hold LGO, LGO's Affiliates, and LGO's and LGO's Affiliates' respective officers and employees harmless for any such access regardless of the cause. Client agrees to promptly and carefully review all Account Documents when they are delivered and notify LGO in writing immediately after delivery (but in no event later than 24 hours after delivery) if it object to the information provided. If Client fails to object in writing immediately (but in no event later than 24 hours after delivery) after delivery, LGO is entitled to treat such information as accurate and conclusive.

d) Revocation of Consent. Subject to the terms of this Agreement, Client may revoke or restrict its consent to electronic delivery of Account Documents at any time by notifying LGO in writing of its intention to do so. Client also understands that it has the right to request paper delivery of any Account Document that the law requires LGO to provide in paper form. Client understands that if Client revokes or restricts its consent to electronic delivery of Account Documents or requests paper delivery of same, LGO, in its sole discretion, may limit, restrict, or terminate the LGO Account, as determined by LGO in its sole discretion. Client understands that neither its revocation or restriction of consent, request for paper delivery, nor LGO's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while Client consent was in effect.

e) Hardware and Software Requirements. Client understands that in order to receive electronic deliveries, it must have access to the Internet, a valid email address, and the ability to download such applications as LGO may specify and to which Client has access. Client also understands that if it wishes to download, print, or save any information it would like to retain, Client must have access to a printer or other device in order to do so.



f) Consent and Representations. Client hereby agrees that it has carefully read the above information regarding informed consent to electronic delivery and fully understands the implications thereof. Additionally, Client hereby agrees to all conditions outlined above with respect to electronic delivery of any Account Document. Client will maintain a valid email address and continue to have access to the Internet. If Client's email address changes, Client agrees to immediately notify LGO of the new email address in writing.

17. LEGAL PROCESS.

Client acknowledges and agrees that LGO, service providers, their respective officers, directors, agents, employees, and representatives (collectively, the "**LGO Representative**"), may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which any of such LGO Representative reasonably and in good faith believe to be valid. LGO or any LGO Representative may, but are not required to, notify Client of such process by electronic communication. LGO or any LGO Representative may charge Client for associated costs, in addition to any legal process fees. Client agrees to indemnify, defend, and hold all of the LGO Representatives harmless from all actions, claims, liabilities, losses, costs, attorney's fees, or damages associated with compliance with any process that any LGO Representative reasonably believes in good faith to be valid. Client further agrees that LGO and any LGO Representative may honor any legal process, regardless of the method or location of service.

18. THIRD PARTY INFORMATION.

a) An information provider is any company or person who directly or indirectly provides LGO with information ("**Information Provider**"). Such information includes Digital Assets market data, quotations from Counterparties, and all information that derives from any such information ("**Third-Party Information**"). Client understands that LGO does not guarantee that the Third-Party Information provided on the LGO Platform is accurate, reliable, complete, timely, uninterrupted, error-free, or in the correct order. Client agrees that its use of the Third-Party Information is at Client's own risk. Client understands and acknowledges that each Information Provider has a proprietary interest in the Third-Party Information that belongs to it.

b) Client understands and agrees that it may use this Third-Party Information only for its own benefit. Client may not reproduce, sell, distribute, circulate, create derivative works from, store, commercially exploit in any way, or provide Third-Party Information to any other person or entity without LGO's written consent or the consent of the Information Provider, if required. Client shall not hold LGO or any Information Provider liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) the Third-Party Information or (ii) the transmission or delivery of the Third-Party Information, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such Third-Party Information, due either to any negligent act or omission by LGO or any Information Provider, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any

other cause beyond the reasonable control of LGO or any Information Provider. Client understands and acknowledges that, at any time, any and all Information Providers may discontinue disseminating any category of Third-Party Information, may change or eliminate any transmission method, and may change transmission speeds or other characteristics. The Information Providers and/or LGO shall not be liable for any resulting liability, loss or damages that may arise therefrom. NEITHER CLIENT NOR ITS AGENTS SHALL HOLD LGO, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, OR ANY INFORMATION PROVIDER LIABLE IN ANY WAY FOR (1) ANY INACCURACY, ERROR, OR DELAY IN, OR OMISSION FROM, I) ANY THIRD-PARTY INFORMATION (AS DEFINED IN THIS AGREEMENT) OR II) THE TRANSMISSION OR DELIVERY OF ANY SUCH THIRD-PARTY INFORMATION, OR (2) ANY LOSS (AS DEFINED IN THIS AGREEMENT) OR DAMAGE ARISING FROM OR OCCASIONED BY I) ANY SUCH INACCURACY, ERROR, DELAY, OR OMISSION, II) NON-PERFORMANCE OR III) INTERRUPTION IN ANY SUCH THIRD-PARTY INFORMATION, WHETHER DUE TO ANY NEGLIGENT ACT OR OMISSION BY ANY DISSEMINATING PARTY, OR TO ANY “FORCE MAJEURE” (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF LGO, ANY OF ITS AFFILIATES, OR THE INFORMATION PROVIDERS.

19. LIMITED LIABILITY; INDEMNIFICATION

a) Limitation of Liability. Except as otherwise provided by law, Client understands and agrees that LGO, any entities controlled by, controlling, or under common control with LGO (such entity, an “*Affiliate*”) and its and their respective partners, managing directors, officers, directors, employees, or agents (each such entity, an “*Indemnified Party*”) shall not be liable for any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines, and taxes of any kind or nature (including legal expenses and attorneys’ fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, “*Losses*”) by or with respect to any matters pertaining to the LGO Account, Client’s use of the Portal, the Website, the LGO Services, and other services provided by the Indemnified Parties under this Agreement, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from LGO or its Affiliates gross negligence or intentional misconduct; further provided, that LGO or its Affiliates shall not be liable for any Losses that have resulted from the gross negligence or intentional misconduct of any related party or service provider with whom Client contracts with independent of its relationship with the LGO Platform. Client also understands and agrees that Indemnified Parties will have no responsibility or liability to Client in connection with the performance or non-performance by any Counterparty or other third party (including banks) or any of their respective agents or affiliates, of its or their obligations relative to the LGO Account. Client further understands and agrees that Indemnified Parties will have no

liability, to Client or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government actions or restrictions, Force Majeure (as defined in this Agreement), or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive, or exemplary damages (including lost profits, trading losses and damages) that Client may incur in connection with the LGO Account, Client's use of the Portal, the Website, the LGO Services, and other services provided by Indemnified Parties under this Agreement. Further, if Client authorizes or allows third parties to gain access to LGO's services, including the LGO Account, Client will indemnify, defend and hold harmless LGO, LGO's Affiliates, and its and their respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. LGO does not warrant against loss of use or any direct, indirect or consequential damages or Losses to Client caused by Client's assent, expressed or implied, to a third party accessing the LGO Account or information, including access provided through any other third party systems or sites. CLIENT ACCEPTS ALL RISKS ASSOCIATED WITH THE USE OF LGO TO CONDUCT TRANSACTIONS, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE FAILURE OF HARDWARE, SOFTWARE, AND INTERNET CONNECTIONS.

b) Indemnification. *To the full extent permitted by law*, Client agrees to indemnify LGO, its Affiliates and Indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or not directly arising from Client use of the LGO Platform and operation of the LGO Account, or from Client's violation of this Agreement. If Client is located in California, Client hereby waives California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." If Client is located in another jurisdiction, Client hereby waives any comparable statute or doctrine.

c) Legal Costs. Client agrees to indemnify LGO for actual, reasonable legal costs and expenses directly related to the LGO Account or any related account that are a result of any regulatory inquiry, legal action, litigation, dispute, or investigation that arise or relate to Client or Client's use of the LGO Account or the LGO Services. Client understands that, as a result, LGO will be entitled to charge the LGO Account for such costs without notice, including legal and enforcement related costs that LGO incurs. Any withholding will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand, and LGO may place any amounts garnered from Client in a separate account, and will pay to Client the remaining balance after any noted issue has been resolved. Furthermore, Client agrees that where such actions relate to a specific asset in the LGO Account, that asset may not be transferred out of the LGO Account until the matter is resolved.

d) No Warranties. Client understands and agrees that use of the LGO Account, the LGO Service, or any other service provided by LGO or any of its Affiliates is at client's sole risk. The LGO Service is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, including those of merchantability and fitness for a particular purpose, other

than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

20. MISCELLANEOUS PROVISIONS.

a) The following provisions shall also govern this Agreement:

(i) Interpretation. The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The word “or,” when used in this Agreement, has the inclusive meaning represented by the phrase “and/or.” Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms “hereof,” “herein,” “hereunder” and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder.

(ii) Anti-Money Laundering. Client confirms that it has established and will maintain an anti-money laundering program consistent with the requirements applicable to it under the USA PATRIOT Act, the Bank Secrecy Act and the sanctions and embargo programs administered by the U.S. Department of Treasury’s Office of Foreign Assets Control.

(iii) Public Statements. Client will not make any public statement, including any press release, media release or blog post which mentions or refers to LGO or a partnership between LGO and Client, without prior written consent from LGO

(iv) Binding Effect; Assignment. This Agreement shall bind Clients successors, conservators, and administrators. Client may not assign this Agreement or any rights or obligations under this Agreement without first obtaining LGO’s prior written consent. LGO may assign, sell or transfer the LGO Account and this Agreement, or any portion thereof, at any time, without Client’s prior consent.

(v) Severability. If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory, or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.

(vi) Entirety of Agreement. This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings), and the terms and conditions contained in the LGO Account statements and confirmations, contain the entire



agreement between LGO and Client and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between LGO and Client, provided, however, that any and all other agreements between LGO and Client, not inconsistent with this Agreement, will remain in full force and effect.

(vii) Amendment. LGO may at any time amend this Agreement without prior notice to Client. The current version of the Agreement will be posted on the Website and Client's continued Account activity after such amendment constitutes its agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether Client has actually reviewed them. Continued use of the Portal, the Website or any other LGO services after such posting will constitute Client's acknowledgment and acceptance of such amendment. Client agrees to regularly consult the Website for up-to-date information about LGO services and any modifications to this Agreement. LGO is not bound by any verbal statements that seek to amend the Agreement.

(viii) No Waiver; Cumulative Nature of Rights and Remedies; Non-Waiver of Rights. Client understands that LGO's failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on LGO's part to exercise any power or right given to LGO in this Agreement, or a continued course of such conduct on LGO's part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to LGO in this Agreement are cumulative and not exclusive of any other rights or remedies to which LGO is entitled. This Agreement shall not be construed to waive rights that cannot be waived under applicable laws and regulations.

(ix) Relationship of the Parties. Client agrees and understands that nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

(x) No Third-Party Beneficiaries. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from this Agreement is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons, and this Agreement and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of the parties.

(xi) Survival. All provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, debts owed, general use of the LGO Service, disputes with LGO, and general provisions, shall survive the termination or expiration of this Agreement.



(xii) Written Notice. Client agrees that if LGO sends an email to the email address on record for the LGO Account, this constitutes “written notice” from LGO to Client. For all notices made by email, the date of receipt is considered to be the date of transmission.

(xiii) Governing Law. The laws of the State of New Jersey shall govern this Agreement and all transactions made in the LGO Account, except to the extent governed by the regulations, customers and usage of the market in which transactions are executed.