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## TERMS OF USE

- i. These Terms of Use apply to users who reside in Saint Vincent's and the Grenadines.
- ii. These terms of use (the "Terms") constitute a legally binding agreement between you ("you" or "your") and Wozinga LLC ("Wozinga", "we", "our" or "us"). The Terms govern your use of the Wozinga Services made available to you on or through the Platform or otherwise. Wozinga Services may be provided by Wozinga or, if specified in these Terms, any Product Terms or any additional terms, by any Wozinga Affiliate.
- iii. By registering for a Wozinga Account, accessing the Platform and/or using the Wozinga Services, you agree that you have read, understood and accepted these Terms, together with any additional documents or terms referred to in these Terms. You acknowledge and agree that you will be bound by and will comply with these Terms, as updated and amended from time to time.
- iv. If you do not understand and accept these Terms in their entirety, you should not register for a Wozinga Account or access or use the Platform or any Wozinga Service.

## INTRODUCTION

### 1.1 ABOUT US

- i. The Wozinga group is a global technology and blockchain and ecosystem centred around an online exchange for Digital CFD trading, which provides users with a trading platform to buy and sell Digital CFD's, an integrated custody solution allowing users to store their Digital Assets and other Digital Asset-related services.
- ii. Wozinga is a Saint Vincent and The Grenadines Limited Liability Company limited by shares, and is enrolled and registered with the Financial Services Authority as a provider of digital currency exchange services, AI, in accordance with the AML/KYC/CTF requirements.

### 1.2 THESE TERMS

- i. By registering to open a Wozinga Account you are entering into a legally binding agreement with us. These Terms will govern your use of the Wozinga Services and tell you who we are, how we will provide the Wozinga Services to you, how these Terms may be changed or terminated, what to do if there is a problem, along with other important information.
- ii. You must read these Terms, together with the documents referenced in the Terms, carefully and let us know if you do not understand anything before proceeding any further or creating an account to any Wozinga Service.
- iii. Where any Local Terms apply to your use of the Wozinga Services, such Local Terms will take precedence over these Terms.

### 1.3 ADDITIONAL DOCUMENTS

- i. These Terms refer to a number of additional documents which also apply to your use of the Wozinga Services. This includes:
  - a. Our Privacy Notice, which sets out the terms on which we process any personal data we collect about you, or that you provide to us.
  - b. Our Risk Warning, which sets out important information on the risks that can arise when buying, selling, holding or investing in Digital Assets and CFD's.
  - c. The Fee Structure page on our Website.
  - d. Product Terms, which set out additional terms and conditions that will apply to your use of specific Wozinga Services
- ii. You acknowledge that you will be bound by, and agree that you will comply with, any relevant additional terms and conditions that apply to your use of the Wozinga Services.

# 1 TRADING

## 1.1 AUTHORIZATION TO TRADE.

- i. The Customer's application to open an account with Wozinga binds him to the Terms and Conditions of this Agreement and automatically acknowledges and accepts the Terms and Conditions listed below.
- ii. Wozinga may maintain one or more accounts in the name of the Customer. It may also conduct transactions for the Customer's account based on verbal, written, or electronic instructions from the Customer and its officers, partners, principals, employees, or other agents ("Representatives").
- iii. The Customer will bear the risk of all unauthorized instructions administered by his/her Representatives. The Customer will indemnify and hold Wozinga harmless from all claims, liabilities, losses, damages, fees, costs, and expenses relating to or arising from Wozinga reliance on such instructions, including any improper, unauthorized, or fraudulent instructions by the Representatives, unless Wozinga conduct was grossly negligent or wilfully negligent.
- iv. All transactions between Wozinga and the Customer shall be governed by the terms of this Agreement, as amended from time to time (including, without limitation, Wozinga Risk Disclosures and Trading Policies and Procedures).

# 2 ACCOUNTS

## 2.1 ACCOUNT APPROVALS AND MAINTENANCE

- i. Wozinga reserves the right, in its sole and absolute discretion, to reject the Customer's application or close the Customer's account for any reason. Customers will be required to provide additional information or documentation to Wozinga. This is done to allow Wozinga to continue servicing the Customer's account.
- ii. At any time, at its sole and absolute discretion, Wozinga may restrict trading, disbursements, or transfers administered by the Customer.
- iii. The Agreement may be amended, changed, revised, supplemented, or modified at any time by Wozinga. The most recent version of the Agreement will be published on [www.wozinga.com](http://www.wozinga.com). Under no circumstances can this Agreement be modified by the Customer's verbal or written statements or amendments without the prior written consent of Wozinga and its Board of Directors.
- iv. Restricted Territories: Wozinga reserves the right to restrict access to all or a portion of the Website and/or Services in the future with respect to certain jurisdictions. The Customer acknowledges and agrees that Wozinga is not liable if the country in which the Customer resides or is located becomes restricted or blocked. Restricted Territories include, but are not limited to: Afghanistan, Botswana, Burma(Myanmar), the Democratic Republic of the Congo, Crimea, Cuba, Ethiopia, Iran, Iraq, Japan, Lebanon, Libya, Malta, North Korea, Kenya, Pakistan, the Republic of the Congo, the Russian Federation, Somalia, Sri Lanka, Sudan, Syria, Trinidad and Tobago, Tunisia, Vietnam, Yemen, and Zimbabwe.
- v. The Customer acknowledges and agrees that accounts are only separated in the books and records of Wozinga. The Customer also acknowledges that its funds are not FDIC-insured and are deposited with a liquidity provider chosen at the sole discretion of Wozinga.

## 2.2 SHARED ACCOUNT HOLDERS.

- i. If this account is held by more than one (1) person, all joint holders agree that they are jointly and severally liable for the obligations assumed in this Agreement.
- ii. If this account is held in trust, joint ownership, or partnership, the undersigned agrees to indemnify, defend, and hold harmless Wozinga for any losses resulting from a breach of the undersigned's fiduciary duty to the other holders and beneficiaries of this account. In addition, all joint owners have the authority and liability to settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes, and controversies.
- iii. Upon the death or legal incapacity of any of the undersigned, Wozinga is authorized to take such action with regards to the property.
- iv. Wozinga may terminate this agreement by providing written notice to any of the joint owners.

## 2.3 MARGINS AND DEPOSIT REQUIREMENTS.

- i. The Customer shall provide and maintain margin in such amounts and in such forms as Wozinga, in its sole discretion, may require.
- ii. Wozinga may require the Customer to deposit additional margin via immediate wire transfer or Crypto Wallet transfer when and as required by the Company, and will immediately meet all margin calls in such mode of transmission as Wozinga shall, in its sole discretion, designate.
- iii. Wozinga may, at its sole discretion, limit the amount and/or total number of open positions that the Customer may acquire or maintain at Wozinga.
- iv. Wozinga reserves the right to close customer accounts whenever deemed necessary.
- v. Wozinga is not liable for any loss or damage caused, directly or indirectly, by any events, actions or omissions, including but not limited to loss or damage caused, directly or indirectly, by any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities.

## 2.4 ROLLOVERS

- i. At the sole discretion of Wozinga, the terms and/or methods for delivering, offsetting, or rolling over the Customer's open positions may vary from customer to customer.
- ii. The Customer acknowledges and agrees that any positions held in the Customer's account at 5 PM EST may be rolled over to the following settlement date, and the account may be debited or credited for the interest differential for the rollover period.

## 2.5 SETTLEMENT DATE OFFSET INSTRUCTIONS

Alternatively, sufficient funds or delivery documents must be in the possession of Wozinga within the same time frame specified above.

- i. If neither instructions, funds nor documents are received, Wozinga may, without notice, offset the Customer's position, roll the Customer's positions into the next settlement time period, or make or receive delivery on behalf of the Customer under such terms and by such methods deemed reasonable by Wozinga in its sole discretion.

## 2.6 LIQUIDATION OF ACCOUNTS.

- ii. death or judicial declaration of incompetency of the Customer or, in the case of a legal entity, its dissolution or liquidation; filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or

against the Customer; filing of an attachment against any of the Customer's accounts carried by Wozinga ; • insufficient margin or determination by Wozinga ; in At its sole discretion, Wozinga may take one or more of the following actions, or any portion thereof: sell or purchase any or all contracts, securities, or other property held or carried for the Customer; and cancel any or all outstanding orders or contracts, or other commitments made with the Customer. Any of the aforementioned actions may be taken without the demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, the Customer's personal or appointed representatives, heirs, executors, administrators, trustees, legatees, or assigns, and regardless of whether the ownership interest is solely or jointly held.

## 2.7 MANAGED ACCOUNTS.

- i. With respect to managed Accounts, a money manager ("Money Manager") is a person or entity authorized to make decisions with respect to an account on behalf of the account's beneficial owners, including a trustee, custodian, conservator, guardian, executor, administrator, or investment advisor or another person to whom the Customer has granted trading authority over an Account.

## 3 CONSUMER REPRESENTATIONS

### 3.1 GENERAL REPRESENTATIONS AND WARRANTIES.

- i. The Customer represents and warrants that:
  - i. The Customer is of sound mind, legal age, and legal competence;
  - ii. The Customer (if not a natural person) is duly organized and validly existing under the applicable laws of the jurisdiction in which it was organized;
  - iii. The execution and delivery of this Agreement and all transactions contemplated hereby have been duly authorized by the Customer and will not violate any statute, rule, regulation, ordinance, charter, by-law, or pleading; and
  - iv. The Customer will pay all amounts due under The Customer agrees to promptly notify Wozinga of any changes to such information.
- ii. Customers are prohibited from engaging in transactions for the purpose of arbitrage or exploitation of temporary inaccuracies or technical discrepancies. The Customer warrants that the financial information disclosed to Wozinga in the application is an accurate reflection of the Customer's current financial condition.
- iii. The Customer represents and warrants that Gross Income, Total Assets, and Liabilities were correctly calculated when determining the Customer's Net Worth.
- iv. The Customer represents and warrants that when determining the value of Total Assets, it included cash and/or cash equivalents, U.S. Government and Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance, and other valuable assets.
- v. The Customer represents and warrants that notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence), and other debts were included in determining the value of liabilities.
- vi. The Customer represents and warrants that they have given careful consideration to the portion of their total assets that they consider to be risk capital. Additionally, the Customer is aware that risk capital is the amount of money the Customer is willing to risk. If lost, the Customer acknowledges that his or her lifestyle would not be affected in any way.

- vii. The Customer agrees to notify Wozinga immediately if the Customer's financial condition changes such that the Customer's net worth and/or risk capital decreases.
- viii. The Customer authorizes Wozinga and/or any agents acting on behalf of the Company to investigate the Customer's credit standing and, in connection therewith, to contact such banks, financial institutions, and credit agencies as Wozinga deems appropriate to verify information regarding the Customer.
- ix. The Customer authorizes Wozinga to investigate the Customer's current and past investment activity, as well as to contact futures commission merchants, exchanges, broker/dealers, banks, compliance data centers, and any other financial and investment institution that Wozinga deems appropriate.
- x. Upon reasonable request made in writing to Wozinga by the Customer, the Customer shall be permitted to review any records maintained by Wozinga pertaining to the Customer's credit standing.
- xi. At the sole cost and expense of the Customer, such records may also be copied.
- xii. The Customer acknowledges that Wozinga may provide information (e.g. negative Account information of unsecured debts) regarding the Customer's performance under this Agreement to these agencies, which may have a negative impact on the Customer's credit score.

## 4 ORDER MANAGEMENT

### 4.1 REQUESTS FOR CANCELLATION AND MODIFICATION

- i. The Customer recognizes that it may be impossible to cancel or modify an order.
- ii. The Customer acknowledges and agrees that, if an order cannot be canceled or modified, they are bound by any execution of the original order. In the event that Wozinga is unable to cancel or modify an order, Wozinga is in no way liable.
- iii. The Customer acknowledges that attempts to modify, cancel, or replace an order may result in the order's execution or the execution of duplicate orders. In addition, the Customer acknowledges that Wozinga's systems do not prevent the execution of orders or the placement of duplicate orders, and that the Customer is responsible for all such executions.
- iv. The Client agrees not to assume that any order has been executed or canceled until receiving confirmation from Wozinga regarding order execution. Prior to placing additional orders, the Customer is responsible for determining the status of any pending orders.
- v. The Customer agrees to contact Wozinga if they are unsure of the status of an order.
- vi. The Customer agrees to review their online account statement regularly to confirm the status of their orders.

### 4.2 DECLARATIONS AND CONFIRMATION.

- i. Wozinga will provide the Customer with an online login to view the Customer's account at any time.
- ii. Wozingas Pty Ltd will not send trade confirmations through the mail.
- iii. The Customer shall submit written objections to Wozinga at the following address: Wozinga, 12 Graham Street, Wauchope, NSW 2446. Only written objections sent via email or delivered or mailed via registered mail will be considered received. Requesting a return receipt is required.
- iv. Absence of objection shall be construed as acceptance of all actions taken by Wozinga or its agents prior to the Customer's receipt of said reports.

- v. The lack of receipt of a trade confirmation by the Customer does not exempt the Customer from the obligation to object as outlined herein.
- vi. The Customer shall pay all charges (including, but not limited to, mark-ups and mark-downs, statement charges, idle Account charges, order cancellation charges, account transfer charges, introducing broker and money manager fees, and other charges) arising from Wozinga's provision of services pursuant to this Agreement. Wozinga reserves the right to modify its fees without prior notice.
- vii. All fees shall be paid by the Customer as they are incurred, or as determined by Wozinga in its sole and absolute discretion.
- viii. The Customer hereby authorizes Wozinga to debit his/her account for the amount of any such charges (s).

#### 4.4 DEPOSITS AND WITHDRAWALS

- i. Wozinga acknowledges and agrees to perform deposit/withdrawal transactions between the Customer's Wozinga account and another account held in the Customer's name or of which the Customer demonstrates clear ownership to Wozinga.
- ii. Wozinga may restrict the Customer's withdrawal options to prevent money laundering, fraud, and other illegal activities.
- iii. Customers of Wozinga can withdraw their funds and benefits whenever necessary. To request a partial or total withdrawal from their account, the Customer must click "Withdrawal request" on the Wozinga portal.
- iv. The Client must be aware that Wozinga requires three to five business days to process withdrawal requests. It may take up to three to five business days for corresponding withdrawals to reach your credit card or bank account.
- v. The Client must be aware that Wozinga cannot control validator time required for cryptocurrency deposits and withdrawals to occur and the Client agrees to not hold Wozinga responsible or accountable in any way, shape or form for delays relating to the cryptocurrency network chosen by the Client.
- vi. If the Customer has any questions, they can contact the Customer Support team at Wozinga. Only the same bank account or credit/debit card that was used to deposit funds may be used for withdrawals. This is in accordance with generally accepted AML regulations.
- vii. Additionally, the Customer may be required to provide additional information and documentation when withdrawing funds.

#### 4.5 Responsibilities of Wozinga.

- i. Wozinga shall not be liable for losses resulting from the default of any agent or other party used by Wozinga in accordance with this agreement.

#### 4.6 RISK OF CURRENCY FLUCTUATION

- i. If the Customer directs Wozinga to enter into a transaction:
  - a. any profit or loss arising as a result of a fluctuation in the rates affecting such a transaction will be entirely for the Customer's account and risk;
  - b. all initial and subsequent deposits for margin purposes shall be made in USD, BTC, ETH , USDT, or another currency which Wozinga may at its sole discretion accept, in such amounts as Wozinga may at its sole discretion

#### 4.7 CROSS TRADE CONSENT.

- i. The Customer hereby acknowledges and agrees that Wozinga may act as the counterparty to the Customer for any trade entered for the undersigned's account.

- ii. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the rules and regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions contained in this Agreement

## 5 COMMUNICATIONS

### 5.1 GENERAL COMMUNICATIONS.

Reports, statements, notices, and any other communications shall be transmitted to the Customer electronically by posting to the Customer's online account or via email to the email address provided in the Customer's application or to any other email address the Customer may designate from time to time to Wozinga.

### 5.2 EMAIL AND ELECTRONIC COMMUNICATIONS.

- i. All emails sent to or from Wozinga may be monitored, reviewed, or disclosed to a third party other than the Customer or the Customer's intended recipient. The Customer acknowledges that there may be delays in the intended recipient's receipt of the email.
- ii. The Customer agrees to hold harmless Wozinga and any third party for any delay in email delivery, regardless of who caused the delay. The corporate email system of Wozinga may retain email sent to and from an employee's email address.
- iii. The customer agrees not to transmit orders for the purchase or sale of over-the-counter products via email. In addition, the customer agrees that Wozinga is not liable for any actions taken or omissions to act as a result of any email message sent to Wozinga by the customer.
- iv. Electronic communications with Wozinga via our website, a wireless device, or a touchtone service may be monitored, reviewed, and disclosed to a third party. These messages may be stored by Wozinga.

## 6 THIRD PARTIES

### 6.1 NO SEPARATE AGREEMENTS

- i. The Customer acknowledges that no separate agreement with the Customer's broker or any Wozinga employee or agent regarding the trading in the Customer's account, including any agreement to guarantee profits or limit losses in the Customer's account, is permitted. The Customer must immediately notify the Compliance Department of Wozinga in writing of any agreement of this nature.
- ii. The Customer acknowledges that any representations made by a third party regarding the Customer's account that differ from the statements the Customer receives from Wozinga must be brought to the attention of Wozinga's Compliance Department in writing immediately.
- iii. The Customer acknowledges that, unless the Customer has delegated discretion to another party by signing Wozinga's limited power of attorney ("LPOA"), the Customer must authorize every transaction prior to its execution.
- iv. The Customer agrees to bring any disputed transactions to the attention of the Compliance Department of Wozinga in accordance with the notice provisions of this Agreement.
- v. The Customer agrees to indemnify and hold harmless Wozinga from any damages or liability resulting from the Customer's failure to notify Wozinga's Compliance Department within one

(1) business day of any of the occurrences mentioned in this agreement. All notices required by this section shall be sent to the address listed for Wozinga.

## 6.2 REVENUE SHARING DISCLOSURE.

- i. The Customer acknowledges that Wozinga may enter into revenue-sharing arrangements with or retain the services of any other third-party vendors in connection with technical support, back-office and operational support functions relating to Customer's Accounts.

## 7 COMPLIANCE

### 7.1 ANTI-MONEY LAUNDERING PROCEDURES.

**KYC/AML Policy:** [https://my.wozinga.com/static-files/125/KYC\\_AML.pdf](https://my.wozinga.com/static-files/125/KYC_AML.pdf)

- i. By creating an account on Wozinga you agree that you have read, understood and agree to all terms stated in the KYC/AML requirements and process. If you do not agree with any of the terms in the KYC/AML process do NOT create a Wozinga account.

### 7.5 INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

- i. All copyright, trademark, trade secret, and other intellectual property rights in the Wozinga Trading Platform ("Trading Platform") shall remain at all times the sole and exclusive property of Wozinga and/or its 3rd party service providers, and customers shall have no right or interest in the Trading Platform other than the right to access and use the Trading Platform as specified in this agreement.
- ii. The Customer acknowledges that the Trading Platform has been developed with considerable skill, time, and money, and is therefore confidential.
- iii. The Customer will protect the confidentiality of Wozinga and/or its third-party service providers by restricting Trading Platform access to its employees and agents on a need-to-access basis.
- iv. The Customer agrees not to publish, distribute, or otherwise make available to third parties any information derived from or related to the Trading Platform.
- v. The Customer agrees not to copy, modify, decompile, reverse engineer, or create derivative works based on the Trading Platform or its operation.

### 7.6 NO ADVICE AND NO RECOMMENDATIONS.

- i. The Customer is aware and acknowledges that Wozinga does not and will not provide investment, legal, or tax advice or trading recommendations. Customer acknowledges that Wozinga makes no representations regarding the tax consequences or treatment of contracts.
- ii. The Customer agrees that the Customer is a self-directed investor and that all orders placed are unsolicited and based on the Customer's own investment decision or the investment decision of the Customer's duly authorized representative.
- iii. The Customer agrees that neither Wozinga nor any of its employees may be the Customer's duly authorized representative and that the Customer will neither solicit nor rely upon Wozinga or any of its employees for investment advice.
- iv. The Customer understands that the Customer is solely responsible for all orders entered, including but not limited to trade qualifiers, the number of trades entered, the suitability of any trade(s), investment strategies, and risks associated with each trade, and will not hold Wozinga or any of its employees liable for those investment decisions.

- v. The Customer agrees to hold harmless Wozinga and its officers, directors, employees, agents, and affiliates from any liability, financial or otherwise, or expense (including attorneys' fees and disbursements), incurred as a result of any losses or damages. As a result of any decisions, instructions, transactions, or strategies employed in the Customer's account by the Customer or the Customer's duly authorized representative, or as a result of any breach by the Customer of any of the covenants, representations, acknowledgments, or warranties contained herein, the Customer may incur losses.

## 7.7 TRADING RECOMMENDATIONS

The Customer acknowledges that:

- i. Any market recommendations and information communicated to the Customer by Wozinga or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any contract; such recommendation and information, although based on information obtained from sources believed by Wozinga to be reliable, may be based solely on a broker's opinion and that such information may be inaccurate; and
- ii. Any market recommendations and information communicated to the Customer The Customer recognizes that Wozinga and/or its officers, directors, affiliates, associates, stockholders, or representatives may have a position in or intend to buy or sell securities that are the subject of market recommendations provided to the Customer. In addition, the market position of Wozinga or any such officer, director, affiliate, associate, stockholder, or representative may not be consistent with the recommendations provided by Wozinga to the Customer.

## 7.8 Risk Recognition.

**Risk Policy:** <https://my.wozinga.com/static-files/125/RISK%20DISCLOSURE%20STATEMENT.pdf>

- i. By creating an account on Wozinga you agree that you have read, understood and agree to all terms stated in the Risk Disclosure Statement requirements and process. If you do not agree with any of the terms in the Risk Disclosure Statement do NOT create a Wozinga account.

## 7.9 RECORDINGS.

- i. Customer agrees and acknowledges that all conversations between Customer and Wozinga personnel regarding Customer's Account(s) may be electronically recorded with or without the use of an automatic tone warning device.
- ii. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in any dispute or proceeding involving Customer or Wozinga.
- iii. Customer acknowledges that Wozinga destroys such recordings at regular intervals in accordance with Wozinga's established business procedures, and Customer consents to such destruction.

## 7.11 USE OF MONIES.

- i. Customer hereby grants Wozinga the right to pledge, repledge, hypothecate, invest or loan any funds, securities, currencies, and foreign currency or off-exchange transactions of

Customer held by Wozinga as margin or security. Wozinga is never obligated to deliver to Customer the identical property delivered to or purchased for any Account of Customer.

#### 7.12 ASPECTS OF TECHNOLOGY AND COMMUNICATIONS.

- i. Wozinga and/or its third-party service providers provide trading technology for use by the Customer in connection with Customer's transactions with Wozinga. This trading technology includes the Trading Platform, web applications, application program interfaces, software, software code, programs, protocols, and displays (collectively "Technology") for trading, analyzing trades and markets, and building automated trading systems.
- ii. Wozinga provides the Technology "as is" and without any express or implied warranties of merchantability, fitness for a particular purpose, or other warranties.
- iii. Wozinga is not liable for the operation or performance of any automated trading system developed with Technology, or for any malfunctions of Technology, or for any delays or interruptions in the transmission of orders resulting from breakdown, excessive call volume, or failure of transmission or communication equipment on the Internet or otherwise, including, but not limited to, communications problems, computer software or hardware breakdowns, malfunctions, and telecommunications problems.

#### 7.13 FOREIGN ACCOUNTS.

- i. Customers who do not reside in Australia ("Foreign Accounts") may be required to comply with requests for special information by Wozinga as required by any governmental unit or regulatory agency. In the event of a special request for information, Wozinga or its agent shall be required to obtain the information specified by the requesting government unit or regulatory agency. In addition, if the Customer fails to respond to a special call, transactions (other than offsetting trades) may be prohibited.
- ii. Foreign Accounts must provide a bank reference and a copy of an official form of photo identification prior to being approved for trading.

### 8 MISCELLANEOUS

#### 8.1 BINDING EFFECT.

- i. Regardless of any personnel changes at Wozinga or its successors, assigns, or affiliates, this Agreement shall be continuous and shall cover, individually and collectively, all accounts opened or reopened by the Customer with Wozinga.
- ii. This Agreement, including all authorizations, shall benefit Wozinga and its successors and assigns, whether by merger, consolidation, or otherwise, and shall bind the Customer and/or the Customer's estate, executor, trustees, administrators, legal representatives, successors and assigns.
- iii. The Customer ratifies all transactions with Wozinga that occurred prior to the date of this Agreement and agrees that the terms of this Agreement shall govern the Customer's rights and obligations with respect to those transactions.

#### 8.2 TERMINATION.

- i. This Agreement may be terminated at any time by the Customer and shall remain in effect until termination when the Customer has no open position(s) and no liabilities held by or owed to Wozinga upon the actual receipt by Wozinga of written notice of termination via email, or at any time whatsoever by Wozinga upon the transmission of written notice of

termination to the Customer; provided, however, that such termination shall not relieve the Customer of any obligations incurred prior to termination

### 8.3 ACCEPTANCE.

- i. Wozinga shall not be deemed to have accepted this Agreement. Nor does it become a legally binding contract between the Customer and Wozinga until Wozinga verifies and approves the Customer's information.

### 8.4 INDEMNIFICATION.

- i. The Customer agrees to indemnify and hold Wozinga, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs, and expenses, including attorney's fees, incurred by Wozinga as a result of the Customer's failure to fully and timely perform the Customer's responsibilities hereunder or if any of the representations and warranties are not accurate.

### 8.4 FORCE MAJEURE

- i. Wozinga shall not be liable to the Customer for any claims, losses, damages, costs or expenses, including attorney's fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorney's fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations), and natural disasters.

### 8.6 TERMS AND TITLES.

- i. The term "Wozinga" encompasses Wozinga as well as its affiliates, divisions, successors, and assigns. The term "Customer" refers to the party (or parties) executing the Agreement, and the term "Agreement" refers to all other agreements and authorizations executed by the Customer in connection with the maintenance of Customer's Account with Wozinga, regardless of when executed.

### 8.7 GOVERNING LAW AND JURISDICTION.

- i. This Agreement and the parties' rights and obligations shall be governed, construed, and enforced in all respects by the laws of Australia, without regard to principles of conflicts of law.

### 8.8 UTILISATION OF WOZINGAS PTY LTD'S WEBSITE.

- i. Website refers to <https://WOZINGA.com/> and any other sites that Wozinga may register). The Website provides content and information to the Customer. The website's content is provided as a courtesy, but it may be inaccurate or out-of-date.
- ii. The Customer agrees to always rely on the Customer's transaction confirmations and account statements as the account's official records. This information is not associated with a particular account.
- iii. Information consists of market data, news, research, financial analysis, commentary, and tools provided by third parties to Wozinga and provided to the Customer by Wozinga.
- iv. The information on the website is derived from credible sources, but its accuracy cannot be guaranteed. The information provided on our websites is not tailored to the Customer, and the Customer acknowledges that the information provided to the Customer does not constitute a recommendation regarding the purchase and/or sale of any trading product.

- v. Wozinga may change, revise, modify, add, upgrade, remove, or discontinue any portion of its Website without notifying the Customer. The website may contain links to websites operated by third parties.
- vi. Wozinga is not responsible for the website's information or content.

## 8.9 MARKET DATA, NEWS, AND OTHER INFORMATION.

- i. The Customer agrees that the market data, news, and other information accessible through our Website are for personal use only and that the Customer will not retransmit or republish this information in any form without the prior written consent of Wozinga.
- ii. No provision of this Agreement may be waived or amended unless the waiver or amendment is in writing and signed by the Customer and an authorized officer of Wozinga.
- iii. No waiver or amendment of this Agreement may be implied from any course of trading between the parties or from any failure by Wozinga or its agents to assert its rights under this Agreement on any occasion or series of occasions.
- iv. This Agreement, any attachments thereto, and the terms and conditions contained in statements and confirmations constitute the entire agreement between the parties with respect to the subject matter of this Agreement.
- v. The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition had never been included.

## 8.12 TRANSFER AND ASSIGNMENT OF ACCOUNTS.

- i. The Client grants Wozinga permission to transfer and assign the Client's account to a futures commission merchant or another legal entity. The Customer may not transfer or assign this Agreement without the prior written consent of Wozinga. Any purported assignment by the Customer in violation of this clause is void, null, and unenforceable.

# 9 RISK DISCLOSURE STATEMENT

## 9.1 GENERAL.

Trading in a margined account entails a high degree of risk, including the possibility of losing the entire risk capital deposited with Wozinga by the customer. In certain instances, losses have the potential to exceed the Customer's account balance. In consideration of Wozinga entering into contracts with its customer(s) for this account, Wozinga requires all undersigned customers to analyze their financial objectives, financial status, investment constraints, and tax situation to determine whether trading is appropriate.

In addition, we require our customers to read and acknowledge the Wozinga Risk Disclosure Statement, which outlines the risks associated with margin trading through Wozinga. By signing this Agreement, the Customer acknowledges and accepts that:

- i. OTC Margin Trading is highly speculative and involves a high degree of risk. Customer(s) agrees that they fully understand and are willing to assume the legal, economic, and other risks associated with trading a margined account, and that they are willing and able to assume the loss of their entire Risk Capital, which is defined as funds that, if lost, would not

affect their or their family's standard of living. Consequently, they concur that margined trading is inappropriate for Retirement Funds. Customers are encouraged by Wozinga to closely monitor their open positions and to take prudent money management precautions, including but not limited to stop-loss orders.

- ii. Excessive leverage offered by margined accounts can result in rapid losses. Customer(s) acknowledges that using a high degree of leverage, defined as the use of a small amount of capital to control a larger amount of an Open Position, can result in significant losses due to price changes of open contract(s) with Wozinga. Wozinga offers 100:1 or greater leverage on the majority of trading products to the majority of its clients. With 100:1 leverage, the Customer can control a \$1,000,000 position with only \$10,000 in their account. Wozinga encourages its customers to use only the amount of leverage that they are comfortable with and to implement money management safeguards, such as Stop-loss orders, to limit risk. Wozinga reserves the right, at its sole discretion and without prior notice, to reduce or increase the leverage on any trading product at any time.
- iii. There are periods of liquidity risk in trading. Customer acknowledges that decreased liquidity typically results from unanticipated economic and/or political changes. The customer is also aware that liquidity risk can impact the market as a whole, as all market participants experience the same lack of buyers and/or sellers. Customer also understands that liquidity risk may be Wozinga-specific due to changes in liquidity available to Wozinga from a Wozinga Custodian of funds interbank liquidity providers as a result of an increased perception of market segment risk. When liquidity decreases, customers can anticipate wider bid-to-ask spreads because the supply of available bid/ask prices exceeds demand. Decreases in liquidity can also result in "Fast Market" conditions, in which the price of a trading product moves sharply up or down, or in a volatile up-and-down pattern, without trading in the usual step-by-step manner. In some instances, a trading bid and/or ask price may not be available for a trading product or products (a situation where there is no liquidity). It is important to note that prices, bid/ask spreads, and liquidity will reflect the prevailing interbank market liquidity for Wozzinga Pty Ltd, even though there may be instances when the aggregate OTC market enters a "Fast Market" or periods when liquidity is in short supply or nonexistent. Wozinga may liquidate the following Customer positions if margin requirements are not met: Due to the leverage available with OTC Margin Trading and the possibility of extreme volatility, Wozinga Custodian of funds reserves the right to liquidate the Customer's account(s) if the Margin in the account is insufficient to cover the potential risk of loss. If the Customer's account value falls below the free of programming bugs that could prevent trading, position keeping, or any other required functionality of the Trading Platform and other relevant software applications associated with Wozinga, including but not limited to clearing and escrow Account software, from functioning properly or without errors?
- iv. There is a Communication Risk that is borne by the Customer. Although Wozinga will have qualified representatives available on the telephone during business hours to accept and execute Customer Market Orders, there is a risk that the Customer will be unable to contact or make contact with a Wozinga representative due to, but not limited to, communication failure, an excessive number of telephone orders, or any other failure or negligence. The Customer acknowledges and agrees that they will hold Wozinga harmless for any loss or missed trading opportunity resulting from communication difficulties.
- v. Wozinga is not responsible for the actions of Money Managers. If a Customer grants a Money Manager trading discretionary trading authority or control over a Customer's Account, the Customer acknowledges that Wozinga is not liable for any actions taken by the Money Manager on the Customer's behalf. The Customer grants Money Manager trading authority

over their account at their sole and entire risk. Wozinga reserves the right to correct any executed transactions involving misquoting errors: In the event that a quoting error results in a Customer transaction being executed at an off-market price, Wozinga reserves the sole discretion to make the necessary corrections and adjustments to the Customer's Account, whether in the Customer's favor or not. Any modification will be communicated to the Customer verbally or via electronic means, including but not limited to email.

- vi. All market recommendations provided by Wozinga or any of its representatives are for informational purposes only. Any purchase or sale decision made by the Customer is independent of the Customer. Market recommendations provided by Wozinga or a representative of Wozinga do not constitute an offer to sell or buy from Wozinga or any other source that may provide the Customer with straight-through processing prices. Wozinga and its employees are not investment advisors and owe the Customer no fiduciary duty; therefore, they are not responsible for any losses incurred by the Customer as a result of information or recommendations provided by Wozinga or a representative of Wozinga. The customer is in jeopardy if Wozinga ceases operations. There is no assurance that Wozinga will be profitable as a business.
  - i. As a result, there is a credit risk that Wozinga may incur losses, which could put customers' account balances at risk. The Customer acknowledges that, in the event of insolvency, the Customer can only look to Wozinga for performance and return of any Collateral and Margin held with Wozinga.
- vii. Wozinga could decide to withdraw from the business. There is no assurance that Wozinga Custodian of funds will not decide to continue participating. Therefore, the Customer agrees and acknowledges that Wozinga may liquidate all Customer positions and return margined funds to the Customer at any time and for any reason, at its sole discretion. Customers of Wozinga do not hold Wozinga liable for any loss resulting from the liquidation of the customer's position, either on an actual basis or due to missed profit opportunities.
- viii. Customers are liable for any reporting inaccuracies. Any reporting and confirmation errors of omission, and/or errors in the details of transactions, including but not limited to the price contracts were executed, the product traded, the market direction (i.e. "buy" or "sell") of order, and the type of order, and/or any errors in fees, charges or credits to the Customer's account, including but not limited to charges for executing a transaction, wiring funds, rolling over a position, and sweeping balances into the home currency.
- ix. Wozinga accepts Market Orders only for telephone transactions. When the Wozinga representative says "done" and relays the complete transaction details, the trade is considered executed. Any price provided by a representative of Wozinga over the phone prior to execution is considered indicative. Wozinga reserves the right to alter the over-the-phone indicative price if the actual trading price differs due to market conditions, misquote, or volatility.
- x. Wozinga is not liable for telephone orders placed by Customers who cannot be heard or understood by Wozinga representatives due to, without limitation, an accent, speech defect, faulty connection, or excessive background noise at the Customer's location or at Wozinga. To better ensure order fulfillment, Wozinga requires customers to place orders in English.
- xi. Wozinga cannot guarantee that foreign language telephone orders will be executed. For optimal results and swift execution, the following method will be utilized:
  - i. The Wozinga representative will initially request the following account information from the Customer:
    - i. The Customer's Wozinga User Name, Account Number, and/or other identifying feature. The Customer should relay the following order

information only after the Wozinga representative has confirmed the Customer's identity:

- ii. The execution direction to Buy or Sell, the number of lots, and the desired trading product.
- iii. The Wozinga representative will then repeat the order information for the Customer to confirm. For instance, the Wozinga Representative might say, "Buy 2 lots of EUR versus USD at the Market. Confirmed?" By selecting "Yes," the order will be executed at the Market, and the customer will receive the details immediately after execution. The representative of Wozinga will enter the transaction into the Customer's account. The transaction's specifics and effects will be reflected in the Customer's Online Reports. Wozinga does not guarantee that telephone trades will be executed at the same prices displayed electronically on the Trading Platform at the time of the trade.
- xii. Wozinga reserves the right to impose a commission fee on telephone trades.
- xiii. If Wozinga charges a commission for telephone trades, it will be disclosed on the Wozinga website and reflected as a debit line item on your Wozinga Account Reports. All phone transactions and charges are final. Wozinga reserves the right to record all telephone conversations without the Customer's knowledge.
- xiv. Wozinga is not responsible or liable if the telephone call tapes are deleted or never recorded due to error, omission, or any other cause. Wozinga is also not liable if a Third Party obtains the Customer's User Name and Account Information, whether knowingly or unknowingly, resulting in unauthorized trading in the Customer's name.
- xv. Risks associated with trades conducted via chat communication devices For the communication and execution of certain market orders, Wozinga may use an electronic conversational application or a similar chat application. Customers should only execute trades via chat applications or the telephone if they are unable to use the Trading Platform. Wozinga reserves the right to charge a commission for trades conducted via chat applications, although this is not currently planned. If Wozinga charges a commission for chat application trades, it will be reflected as a debit line item in your Wozinga Account Reports. All transactions conducted through chat applications are final. Neither Wozinga nor a third-party chat application provider is responsible or liable if the electronic logs of the electronic conversations are deleted or not recorded for any reason. Wozinga is also not liable if a Third Party obtains the Customer's User Name, Password, and Account Information, resulting in unauthorized trading in the Customer's name.
- xvi. The liability of Wozinga is limited. The Customer agrees and acknowledges that Wozinga shall not be liable to the Customer for any claims, losses, damages, costs, or expenses, including attorneys' fees, caused directly or indirectly by any events, actions, or omissions (including, without limitation, claims, losses, damages, costs, and expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, and governmental action) including, without limitation, exchange rate fluctuations.
- xvii. Impact of "Leverage" and "Gearing." Margin accounts and contracts are extremely risky. Initial margin is small relative to the value of the contract, resulting in leveraged or geared transactions. A relatively small market movement may have a proportionally larger impact on the customer's deposited or required funds. This may work both against and in favor of the Customer. The Customer's initial margin funds and any additional funds deposited with the firm to maintain the Customer's position may be lost entirely.
- xviii. Risk-reducing orders or strategies. Placing contingent orders, such as "stop-loss" or "limit" orders, in volatile market conditions will not necessarily limit the Customer's losses to the

intended amounts, as market conditions may prevent the execution of such orders. Combination strategies, such as "spread" and "straddle" positions, may be just as risky as simple "long" and "short" positions. Before the Customer begins trading, he or she must have a thorough understanding of all potential fees. The Customer's net profit (if any) or loss will be impacted by these fees.

- xix. Electronic commerce. Trading on an electronic trading system may differ from trading on an open outcry market and other electronic trading systems. If the Customer conducts transactions on an electronic trading system, the Customer will be exposed to system-related risks, such as hardware and software failure. In the event of a system failure, the Customer's order may not be executed in accordance with the Customer's instructions or at all. Since Wozinga does not control signal strength, Internet reception or routing, the Customer's equipment configuration, or the reliability of the Customer's connection, Wozinga cannot be held liable for communication failures, distortions, or delays when trading online (via the Internet). Under no circumstances is Wozinga liable for speculative or expectation damages for potential future lost profits.
- xx. Liability limitation. The Customer accepts any trading system provided by Wozinga "as is" and without express or implied warranties, including, but not limited to, implied warranties of merchantability or fitness for a particular use, purpose, or application; timeliness; freedom from interruption; or any implied warranties arising from trade usage, course of trading, or course of performance. Under no circumstances shall Wozinga be liable for punitive, indirect, incidental, special, or consequential losses or damages, including business, profit, or goodwill loss. Wozinga shall not be liable to the Customer for delays or interruptions of service or transmissions, or performance failures of Wozinga or its affiliate systems, regardless of cause, including, but not limited to, those caused by hardware or software malfunction; regulatory action; acts of God; war, terrorism, or our intentional acts. The Customer acknowledges that there may be delays or interruptions in the use of our system, such as those intentionally caused by Wozinga for system maintenance. Wozinga does not guarantee that alternative trading arrangements will be available at a specific time and will not be held liable for order entry delays.
- xxi. The margin policies of Wozinga require that the Customer's account be adequately margined at all times. If margin requirements are not met, open positions may be liquidated at a loss. In accordance with its margin call policy, Wozinga reserves the right to liquidate all positions without notice if an account falls below the Customer's minimum margin requirement.
- xxii. Quotational inaccuracies Should quoting errors occur, which may include, but are not limited to, a mistyped quote by Wozinga, a quote that is not reflective of fair market prices, an erroneous price quote from a Wozinga employee, such as but not limited to a wrong big figure quote, or an erroneous quote due to failure of hardware, software, or communication lines or systems and/or inaccurate external data feeds provided by third-party The preceding list is not exhaustive, and in the event of a pricing error, Wozinga reserves the right to make any necessary corrections or adjustments to the affected account. Disputes resulting from such quoting errors will be resolved according to applicable regulations, if they exist. In the event of a system error in which interest is not charged or credited as scheduled, Wozinga reserves the right to apply the uncharged or uncredited interest to the Account at any time.
- xxiii. Independent Authority. In the event that the Customer grants trading authority or control over Customer's Account to a third-party trading advisor, such as a Money Manager, whether on a discretionary or non-discretionary basis, Wozinga shall in no way be responsible for reviewing Customer's choice of such trading advisor, or for making recommendations regarding such choice. Wozinga makes no representations or warranties regarding any

trading advisor; Wozinga is not liable for any loss incurred by the Customer as a result of the trading advisor's actions; and Wozinga neither implicitly nor explicitly endorses or approves the operating methods of any trading advisor. If the Customer authorizes a Money Manager to exercise any rights over the Customer's account, the Customer assumes all associated risks. The Customer should regularly review the activity in the Customer's account to ensure that the Customer is comfortable with the transactions placed on the Customer's behalf by the Money Manager.

- xxiv. Information Regarding Insolvency Protections. The transactions between the Customer and Wozinga are not traded on an exchange. Therefore, the Customer's funds may not receive the same protections as funds used for margin trading, which may have a higher priority in the event of bankruptcy. Given that the same priority has not been accorded to trading funds, if Wozinga becomes insolvent and the Customer has a claim for amounts deposited or profits earned on transactions with Wozinga Markets Pty Ltd, the Customer's claim may not receive a priority. Without a priority, the customer is a general creditor, and the Customer's claim will be paid, along with other general creditors' claims, from any remaining funds after priority claims have been satisfied. Even customer funds that are kept separate from Wozinga's operating funds may not be safe from the claims of general and priority creditors.
- xxv. Conditions of market volatility. Trading during extremely volatile market conditions, such as major news announcements, may expose the Customer to additional risks, including the possibility of not receiving the requested price. In times of extraordinary market volatility, Wozinga cannot and does not guarantee its prices.
- xxvi. Simulated Environments. Conditions simulated may differ from actual conditions. Therefore, clients who trade on demo accounts should not necessarily anticipate the same results when trading for real money.
- xxvii. Recommending Parties IF YOU WERE REFERRED TO Wozinga BY AN INTRODUCING BROKER, REFERRING PARTY, OR THIRD PARTY ADVISOR (EACH, AN "IB"), PLEASE BE AWARE THAT Wozinga AND YOUR IB ARE COMPLETELY SEPARATE AND INDEPENDENT FROM EACH OTHER, AND THERE EXISTS NO JOINT VENTURE OR PARTNERSH Neither IB nor any of its employees or agents are agents or employees of Wozinga.
  - i. Wozinga does not control, and cannot endorse or guarantee the accuracy or completeness of any information or advice the Customer may have received or may receive in the future from the Customer's IB or from any other person not employed by Wozinga regarding trading or the risks associated with such trading.
  - ii. Upon account opening, Wozinga provides risk disclosure information to all new customers. The Customer should carefully read this information and not rely on any contradictory information from any other source.
  - iii. The Customer acknowledges that neither Wozinga nor anyone affiliated with Wozinga has made any guarantees regarding future profits or losses in the Customer's Account. The Customer is aware that trading is extremely risky and that many traders lose money.
  - iv. If an IB or any other third party provides the Customer with trading-related information or advice, Wozinga is in no way liable for any loss the Customer incurs as a result of using such information or advice.
  - v. To the extent that the Customer has been led to believe or believes that using any third party trading system, course, program, research, or recommendations provided by IB or any other third party will result in trading profits, the Customer acknowledges, agrees, and understands that all trading, including trading done pursuant to a system, course, program, research, or recommendations of IB or

another third party, involves substantial risk of loss. In addition, the Customer acknowledges, agrees, and understands that the use of a trading system, course, program, research, or recommendations of IB or a third party does not guarantee profits or the avoidance of losses or limitation of losses.

- vi. Due to the high risk involved in trading, only genuine risk capital should be utilized. Customers should not trade if they lack funds that they can afford to lose.
- vii. The Customer acknowledges and understands that Wozinga may compensate the Customer's IB for introducing the Customer to Wozinga, and that such compensation may be based on a per-trade or other basis.
- viii. The Customer understands and agrees that if the Customer's account with Wozinga is introduced by an IB, that IB shall have limited access to information regarding the Customer's Wozinga account, but the IB shall not have the right to enter into any trades on the Customer's Wozinga account unless authorized by the Customer pursuant to a power of attorney between the Customer and the IB granting such IB.
- ix. The Customer understands and agrees that they may only have one IB, the party that referred them to Wozinga in the first place.
- x. The Customer may terminate its relationship with an IB by providing Wozinga with written notice. The Customer acknowledges and understands that they cannot be considered a client of any other IB. If you have questions about the risks associated with trading, please contact your Account representative.