



WEBULL FUTURES LLC – CLEARED SWAP CUSTOMER AGREEMENT

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

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

YOU REPRESENT THAT YOU WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE CLICKING “SUBMIT APPLICATION” OR OTHER SIMILARLY WORDED BUTTON, TYPING YOUR NAME, OR OTHERWISE ENTERING YOUR ELECTRONIC SIGNATURE. YOU UNDERSTAND THAT CLICKING OR CHECKING “SUBMIT APPLICATION” OR TYPING OR SIGNING YOUR NAME IN THE ELECTRONIC SIGNATURE FIELD IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT AND LEGALLY BINDS YOU TO ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME UPON WRITTEN NOTICE. YOU UNDERSTAND THAT BY CONTINUING TO MAINTAIN A CLEARED SWAP ACCOUNT WITHOUT OBJECTING TO ANY TERMS OF THIS AGREEMENT WHICH MAY BE REVISED, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THE REVISED AGREEMENT AND WILL BE LEGALLY BOUND THEREBY.

2. FCM. Webull Futures is a non-clearing Futures Commission Merchant (“FCM”) registered with the National Futures Association (“NFA”). As an FCM, Webull Futures will clear your trades through one or more derivatives clearing organizations (each, a “DCO”) which it shall choose in its sole discretion. You agree to clear all trades through any applicable DCO selected by Webull Futures. You agree that Webull Futures will have the right to liquidate positions in accordance with the terms of the clearing agreement between Webull Futures and the applicable DCO. Webull Futures will provide the following services to you on and subject to the terms of this Agreement: (i) collection and deposit of funds for Contract orders, (ii) execution of cleared swap transaction, (iii) clearing of cleared swap transactions through the applicable DCO, (iv) settlement of cleared swap transactions, and (v) provision of account statements and other account information in respect of your Cleared Swap Account.

Webull Futures and any applicable DCO shall segregate and manage customer funds in compliance with the Commodity Exchange Act (“CEA”) and all rules and interpretations of the Commodity Futures Trading Commission (“CFTC”).

3. Linked Equities Account. To open and maintain a Cleared Swap Account, you acknowledge that Webull Futures requires you to first open and maintain a linked individual securities brokerage account held at Webull Financial LLC (“Webull Financial”, and such account, a “Linked Equities Account”). You understand and agree that your Linked Equities Account will at all times remain governed by and subject to the terms of the customer agreement you entered into with Webull Financial in respect of your Linked Equities Account upon opening of such account and any disclosures and other documents supplemental thereto (collectively, the “Linked Equities Account Agreement”). In the event of a conflict between the terms

of this Agreement and the Linked Equities Account Agreement, this Agreement will prevail.

You acknowledge and agree that any dispute resolution provision or agreement you enter into in connection with your Cleared Swap Account covers disputes relating only to your Cleared Swap Account and does not cover disputes in any way relating to your Linked Equities Account or any other accounts that you may hold through Webull Financial or any of its affiliates, or to any agreements that you entered into in connection with any such accounts. As a result, the dispute resolution procedures applicable to your Cleared Swap Account and to your Linked Equities Account or any other accounts that you may hold through Webull Financial or any of its affiliates, including without limitation the arbitration forum requirements and choices (if any), and related procedures and mechanisms, as well as regulatory jurisdiction and rules of arbitration that apply, may be significantly different. You agree that you will not initiate any arbitration for any dispute (or component or aspect of any dispute) that in any manner relates to an account other than your Cleared Swap Account under any provision of this Agreement, and that any provision of any arbitration provision or agreement you entered into in connection with your Cleared Swap Account or any dispute resolution procedure hereunder should not be applied to any dispute which relates to any other account. Similarly, you acknowledge and agree that you will not initiate any arbitration for any dispute (or component or aspect of any dispute) that in any manner relates to your Cleared Swap Account under any provision of any customer agreement relating to your Linked Equities Account or any other accounts that you may hold through Webull Futures or any of its affiliates, and that you are estopped from asserting that any provision of any such agreement, including its predispute arbitration agreement or other dispute-resolution provisions, should be applied to or govern any part of any dispute which relates to your Cleared Swap Account. You acknowledge that, as a result of the foregoing, if a dispute arises between you and either or both of Webull Futures or Webull Financial that you believe relates to your Cleared Swap Account and to your Linked Equities Account or any other account that you may hold through Webull Financial or any of its affiliates, such dispute, unless you and the applicable parties at that time otherwise agree, may be adjudicated in different dispute-resolution proceedings in different forums, and possibly in different venues, under different rules and procedures.

4. Service Commissions, Fees and Other Costs. Webull Futures will provide you with cleared swap brokerage services (the "Services") in connection with your use of your Cleared Swap Account. If you enter an order to purchase a Contract in your Cleared Swap Account, then, subject to the terms and conditions of this Agreement, (i) you hereby authorize Webull Futures to direct Webull Financial to debit your Linked Equities Account for the purchase price of such order. Subsequently, Webull Futures will clear such order through the applicable DCO and, if you are entitled to receive any proceeds in respect of such Contract, you hereby authorize Webull Futures to direct Webull Financial to credit the proceeds to your Linked Equities Account. Similarly, if you enter an order to liquidate a position in your Cleared Swap Account, then, subject to the terms and conditions of this Agreement, Webull Futures will clear such order through the applicable DCO, and you hereby authorize Webull Futures to direct Webull Financial to credit the proceeds to your Linked Equities Account.

Transactions in your Cleared Swap Account can only be funded with settled cash in your Linked Equities Account. Contracts may not be purchased on margin, even if your Linked Equities Account is approved for margin trading.

In connection with each Contract and each cleared swap transaction in your Cleared Swap Account, you acknowledge and agree that your Linked Equities Account (as defined below) will be charged, and you agree to pay: (i) any commissions, fees, costs and expenses set forth on [Webull Futures Fee Schedule - Webull Pricing](#), which will include, without limitation, (A) all brokerage commissions, fees and other costs incurred or owed in connection with the execution and clearing of Contracts in your Cleared Swap Account, (B) all fees, fines, penalties, and other charges incurred or imposed by any third party, including without limitation any applicable DCO, regulatory authority, or applicable self-regulatory organization in respect of Contracts and cleared swap transactions in your Cleared Swap Account, (C) any applicable taxes incurred in connection with any Contracts and cleared swap transactions in your Cleared Swap Account, (D) any service-related fees charged to your Cleared Swap Account, including, but not limited to, wire transfer fees, statement fees, transaction fees, and certain other fees for all other products and services furnished to you; and (ii) any other amount owed by you to Webull Futures in respect of your Cleared Swap Account. If your Cleared Swap Account is transferred to another FCM, transfer commissions and/or service fees may be

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

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

5. Authorization for Electronic Communication. You hereby request that all written communications relating to your Cleared Swap Account, including without limitation all account statements, transaction confirmations, tax documents, margin call notices, and other notices or communications regarding your Cleared Swap Account (collectively, "Documents"), be delivered to you through the website ("[www.webull.com](#)" or the "Website"), desktop application, or mobile application(s) through which Webull Futures provides the Services (each such application an "App"; the App and the Website, together with any programs, tools, features, functionality, APIs, services, transactions, and content provided through or in connection with the Website and the Apps, the "Platform"), or to the e-mail address indicated by you through the Platform. By signing this Agreement:

- a. you represent and warrant to us that you do not want to receive hard copies of any Documents;
- b. you acknowledge and agree that it is your sole responsibility to monitor the Platform and your specified e-mail account on at least a daily basis and to promptly access, review, and retain copies of all Documents provided to you;
- c. you acknowledge and agree that Documents may be sent or forwarded by third parties on behalf of Webull Futures, and that delivery of each Document will be deemed effective when sent by or on behalf of Webull Futures, or when made available through the Platform, whether or not such Document is actually or timely received or accessed;
- d. you agree that you will notify Webull Futures through the Platform immediately of any change to your e-mail address for delivery of Documents;
- e. you agree to receive and transmit financial information and instructions electronically through the Platform, provided that Webull Futures may, in its sole discretion, accept oral instructions as provided in Section 6;
- f. you acknowledge that there is a risk of failure of electronic communication, and agree to not hold Webull Futures, its affiliates, nor any of its or their respective directors, officers, employees, agents, partners, members, and managers, liable, directly or indirectly, for any such failure or for any loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense, or fee (including attorneys' fees and costs of collection) of any nature whatsoever, and claims therefore (collectively, "Losses") arising out of or relating to any such failure; and
- g. you agree that, in the event that you fail to timely receive any account activity confirmation or other Document required to be delivered to you after you engage in activity in your Cleared Swap Account or have knowledge that unauthorized activity occurred in your account, you will immediately notify Webull Futures by email at futures@webull.com or by telephone at (888) 828-0618.

Webull Futures may, in its sole discretion, elect to deliver Documents by means other than electronic communication, including paper delivery via postal mail, which will not revoke or otherwise affect your authorization of electronic communication pursuant to this Section 5, and which may be subject to applicable fees.

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

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

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

7. Reports and Notices. SHOULD INACCURACIES OR DISCREPANCIES APPEAR ON ANY STATEMENT OF ACCOUNTS OR OTHER NOTICE OR DOCUMENT DELIVERED TO YOU BY OR ON BEHALF OF WEBULL FUTURES, YOU AGREE THAT IT IS YOUR DUTY TO INFORM WEBULL FUTURES OF THE PROBLEM IMMEDIATELY UPON RECEIPT OF THE REPORT OR UPON YOUR EARLIER DISCOVERY OF ANY SUCH INACCURACY OR DISCREPANCY. IN THE EVENT THAT YOU DO NOT RESPOND IMMEDIATELY, EXECUTED ORDERS AND STATEMENT REPORTS SHALL BE CONSIDERED RATIFIED BY YOU AND SHALL WEBULL FUTURES WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER IN RESPECT OF THE TRANSACTION(S) IN QUESTION. ANY SUCH OBJECTION MAY BE ORAL OR IN WRITING; HOWEVER, ANY ORAL OBJECTION MUST BE CONFIRMED IN WRITING THROUGH THE PLATFORM. WITH RESPECT TO INACCURACIES OR DISCREPANCIES ON CONFIRMATIONS, YOU AGREE TO OBJECT WITHIN 24 HOURS FROM DELIVERY OF THE TRADE CONFIRMATION STATEMENT.

8. Consent to Identification Procedures, Credit Reports and Other Information. You voluntarily and knowingly consent to the following: Webull Futures and its affiliates may use your name, address, social security number, date of birth, home telephone number and/or other biographical or personal information about you (collectively, "Personal Information") to comply with Applicable Laws, to comply with a subpoena, court order, investigation, regulatory request, or similar request or order, and for any valid or legitimate business purpose. The purposes for the use of Personal Information include, but are not necessarily limited to, verification of your identity and other factual information you present to us, verification that you are not listed as a specially designated national or blocked national by the Department of Treasury's Office of Foreign Asset Control (OFAC), and to investigate or verify your creditworthiness, business history and your history with legal and administrative authorities.

Whatever procedures are used by Webull Futures shall not be violative of the terms of the Webull Privacy Notice (available at: [Webull - Policy](#)) which you acknowledge you have received and read. You authorize Webull Futures, in its sole discretion, to make or obtain reports concerning your credit standing, business conduct and history with legal, regulatory, and administrative authorities. You may make a written request for a description of the nature and scope of the credit reports made or obtained by Webull Futures and the same will be provided to you within a reasonable period of time. You further agree to provide Webull Futures, on request, with such additional information or certifications as may be required by Webull Futures or Applicable Law.

9. Cleared Swap Account Risks. You acknowledge, understand and accept the following risks:

a. TRADING IN CONTRACTS IS HIGHLY SPECULATIVE AND IN NO SENSE MAY BE CONSIDERED A CONSERVATIVE INVESTMENT; AND

b. TRADING IN CONTRACTS IS APPROPRIATE ONLY FOR THOSE PERSONS FINANCIALLY ABLE TO WITHSTAND THE TOTAL LOSS OF THEIR INVESTMENT.

10. Your Cleared Swap Account. When you open or apply to open a Cleared Swap Account to access services on the Platform, you are entering into contractual relationships with Webull Futures and certain of its affiliates, including but not limited to Webull Technologies Pte. Ltd.

Your Cleared Swap Account is self-directed, and you are solely responsible for all orders placed in your Cleared Swap Account, for your trading decisions, and for determining the appropriateness of any particular transaction or trading strategy. You agree that all orders entered by you or placed on your behalf are based entirely on your own decisions and without reliance upon any advice from Webull Futures.

You understand and agree that Webull Futures, and all persons acting on Webull Futures' behalf, do not provide any investment advice or recommend that you engage in any transaction or trading strategy, submit any order, or otherwise take or refrain from taking any action in connection with your Cleared Swap Account, nor will they advise you about the merits of any action or decision relating to your Cleared Swap Account or any position you hold. Webull Futures does not and will not provide you with any legal, tax, estate planning, accounting, or advice of any kind, including but not limited to advice regarding the nature, value, profitability or appropriateness of any transaction or trading strategy. No information provided by Webull Futures or posted on the Platform shall constitute or be considered advice or a recommendation as described in this Section 10.

You appoint Webull Futures as your agent for the purposes of carrying out your directions and instructions to us in accordance with this Agreement, including without limitation any and all instructions you input or deliver via the Platform. You authorize Webull Futures to (i) open or close your Cleared Swap Account, (ii) place, and withdraw orders, (iii) employ any DCO, clearing broker, executing broker, floor broker, or other third party as Webull Futures may select, in its sole discretion, in connection with the execution, clearing, carrying, delivery, or settlement of orders for your Cleared Swap Account, (iv) to carry out your instructions or directions in accordance with the terms of this Agreement, and (v) to take any actions necessary to perform its obligations and enforce its rights under this Agreement.. You understand that Webull Futures provides the Services through the Platform, and you agree to receive and transmit financial information and instructions by electronic means via the Platform.

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

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

To the extent permitted by Applicable Law, you (i) authorize Webull Futures to access and view information regarding your Linked Equities Account, including without limitation your Linked Equities Account balance and holdings, and (ii) authorize Webull Futures to direct Webull Financial and any of its affiliates, without prior notice and in Webull Futures' sole discretion, to arrange for the liquidation of any assets in your Linked Equities Account or any other account you may maintain with Webull Financial or any of its affiliates and the delivery of such assets to your Cleared Swap Account, to (A) cure any insecurity in your Cleared Swap Account, Linked Equities Account, or any other account you may maintain with Webull Financial or any of its

affiliates, or (B) satisfy any debit balance or financial obligation associated with your Cleared Swap Account, Linked Equities Account, or any other account you may maintain with Webull Financial or any of its affiliates. You will at all times remain liable to Webull Futures for any loss or debit balance in your Cleared Swap Account and to Webull Financial or any applicable affiliate of Webull Financial for any loss or debit balance in your Linked Equities Account or any other account you maintain with Webull Financial or any of its affiliates. You acknowledge and agree that, in connection with any actions taken in accordance with this Section 11, Webull Futures, in its sole discretion, may choose which Contracts or other property to buy or sell, which transactions to close, and the sequence and timing of liquidation, and that Webull Futures may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) chosen by Webull Futures in its sole discretion. You agree not to hold Webull Futures liable for its choice of which Contracts or other property to buy or sell, or of which transactions to close, or for timing or manner of liquidation, and you agree to indemnify and hold Webull Futures, its affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers harmless from any and all Losses resulting from any actions they may take in accordance with this Section 11.

For the avoidance of doubt, Webull Futures may take any action permitted under this Section 11 whether or not an Event of Default (as defined below) has occurred.

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

- a. you breach any of the terms of this Agreement, including, without limitation, by your failure to make any required payment in respect of any Contract;
- b. you default on any obligation owing to Webull Futures under this agreement or otherwise in respect of any transaction or agreement in connection with your Cleared Swap Account;
- c. any representation made by you under this Agreement or any other customer agreement that you entered into in connection with your Linked Equities Account or any other account that you hold through Webull Financial or any of its affiliates is found to be inaccurate or incomplete in any material respect as of the time it was made or ceases to be accurate and complete in any material respect at any time during the term of this Agreement;
- d. a case in bankruptcy is commenced or a proceeding under any insolvency or other law for the protection of creditors or for the appointment of a receiver, trustee, or similar officer is filed by or against you, or you make or proposes to make any arrangement or composition for the benefit of its creditors, or you or any of your property is subject to any agreement, order or judgment providing for your dissolution, liquidation or reorganization, or for the appointment of a receiver, trustee or similar officer of you or your property; or
- e. any warrant or order of an attachment is issued against your Cleared Swap Account or Linked Equities Account, or a judgment is levied against your Cleared Swap Account or Linked Equities Account;
- f. Webull Futures, in its sole discretion, determines that because of your financial condition, market conditions, or any other potential insecurity, you may not be willing or able to fulfill your obligations hereunder or under any Contracts to which you are a party.

13. Rights and Remedies of Webull Futures for Events of Default. Upon the occurrence of an Event of Default, Webull Futures shall have the right to:

- a. treat any or all of your obligations owing to Webull Futures as immediately due and payable;
- b. liquidate any Contracts in your Cleared Swap Account, direct Webull Financial to liquidate any securities in your Linked Equities Account, and set-off and apply the proceeds thereof against any obligations of Customer owing to Webull Futures;
- c. direct Webull Financial to debit funds in your Linked Equities Account to satisfy your obligations owing to Webull Futures;

- d. terminate any or all of Webull Futures' obligations for future performance to you; and
- e. take such other further action as Webull Futures, in its sole discretion, deems necessary or appropriate under the circumstances.

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

You agree that Webull Futures, its affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers will not be responsible for any Losses arising out of or relating to any unauthorized access to the Platform or to your Cleared Swap Account, theft, operator errors, government restrictions, force majeure (e.g., earthquake, flood, severe or extraordinary weather conditions, natural disasters or other act of God, fire, acts of war, terrorist attacks, insurrection, riot, strikes, accident, action of government, communications, system or power failures and equipment or software malfunction), market data availability or quality, exchange rulings, suspension of trading, or temporary interruptions in availability of the Platform or Services for any reason, including without limitation, due to maintenance, Platform changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to interruptions in availability of platforms or services provided by any third parties upon which Webull Futures and its affiliates may rely, the failure of interconnecting and operating systems, inaccuracy in the transmission or reporting of orders including but not limited to, any inability to enter or cancel orders due to a breakdown or failure of computer services, transmission, communication or execution facilities for any reason (including due to a ransomware or other attack), computer viruses, labor disputes, armed conflicts. Governmental, court, exchange, regulatory or self-regulatory organization actions, restrictions, regulations, rules, decisions, or orders, force majeure (e.g., earthquake, flood, severe or extraordinary weather conditions, natural disasters or other act of God, fire, acts of war, terrorist attacks, insurrection, riot, strikes, accident, communications, system or power failures and equipment or software malfunction), the failure or delay by any exchange or clearinghouse to enforce its rules or to pay to Webull Futures any margin due in respect of your Cleared Swap Account, the failure or delay by any bank, trust company, clearing organization, or other person which, pursuant to applicable exchange rules, is holding your funds, securities, or other property to pay or deliver the same to Webull Futures, any other cause or causes beyond Webull Futures' control, as a result of any action taken by Webull Futures, its affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers to comply with Applicable Law, for acts or omissions of those neither employed nor supervised by Webull Futures or, the closure (scheduled or unscheduled) of any DCO, exchange or Contract market.

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

In no event will any of Webull Futures, its affiliates, nor any of its nor their respective directors, officers, employees, agents, partners, members, and managers, nor any of its service providers be liable to you for special, indirect, consequential, incidental punitive, or exemplary damages, even if advised of the possibility

of such damages. Except as otherwise provided by law, Webull Futures, its affiliates, and each of its and their respective partners, officers, directors, employees, agents, members or managers (collectively, "Indemnified Parties") shall have no liability for, and you agree to indemnify, defend and hold harmless the Indemnified Parties from, all Losses that result from: (i) your use of the Services or transactions in your Cleared Swap Account, (ii) any noncompliance by you with any of the terms and conditions of this Agreement or with Applicable Law; (iii) any third-party actions related to your receipt and use of any data, content, market analysis, other third-party content, or other such information obtained on the Platform, whether authorized or unauthorized under this Agreement; (iv) any third-party actions related to your use of the Platform; (v) your or your agent's misrepresentation or alleged misrepresentation, or wrongful acts or omissions; and (vi) Any Indemnified Party's following your or your agent's directions or instructions, or failing to follow your or your agent's unlawful or unreasonable directions or instructions.

15. Cleared Swap Account Termination, Effects of Termination and Restrictions. You acknowledge and agree that Webull Futures may, at any time and for any reason, in its sole discretion and without prior notice, terminate your Cleared Swap Account or restrict or prohibit trading of Contracts in your Cleared Swap Account. The closing by Webull Futures of your Cleared Swap Account will not affect the rights or obligations of either party that are incurred prior to the date your Cleared Swap Account is closed. Without limitation of the breadth of the foregoing rights, Webull Futures may in its sole discretion restrict trading in your Cleared Swap Account to closing transactions only for, but not limited to, the following reasons: if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity, or if we reasonably conclude that ownership of some or all of the assets in your Cleared Swap Account are in dispute. None of Webull Futures, its affiliates, nor any of its or their respective directors, officers, employees, agents, partners, members, and managers shall be liable for any loss that you may incur due to any refusal to permit any deposit, withdrawal, or transaction.

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

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

16. Knowledge of Cleared Swap Account. You understand and agree that you are solely responsible for knowing the rights and terms for all Contracts purchased, sold, and maintained in your Cleared Swap Account. You represent and warrant to Webull Futures that at all times you fully understand the rights and terms in respect of all Contracts purchased, sold, and maintained in your Cleared Swap Account.

17. Cleared Swap Account Security Measures. You agree that you have in place, and will continue to have for the duration of this Agreement, appropriate security measures, safeguards and virus protection to protect the hardware, software, network, system and any other device or server which you use for, or in relation to, the Platform and your e-mail address, against any actual or potential cyber-attacks, hackings, worms, viruses, Trojan horses or other malware.

You agree not to grant or permit any other person access to your Cleared Swap Account or Cleared Swap Account username or password, or to allow any person to give orders or instructions for your Cleared Swap Account to Webull Futures without the prior consent of Webull Futures. Any other person who has access to your Cleared Swap Account, any electronic device(s) through which you access your Cleared Swap Account (which may include your phone, tablet, computer, or any similar device) (each a "Device"), or your Cleared Swap Account username or password does so solely at your own risk.

You understand and agree that you are responsible for all acts and omissions relating to the use of the Platform or any services offered by Webull Futures, including all information you provide to Webull Futures, while logged in under your Cleared Swap Account username and password. You understand and agree that it is your responsibility to maintain the confidentiality of your Cleared Swap Account password, to store your Cleared Swap Account password in a secure manner, not to share your Cleared Swap Account password with any other person, and to change the password regularly. You agree to log into your Cleared Swap Account regularly and to monitor for unauthorized access.

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

Upon request by Webull Futures, you agree to report any Potential Fraudulent Event promptly to legal authorities and provide us a copy of any report prepared by such legal authorities. You agree to cooperate fully with authorities and Webull Futures in connection with any investigation of any Potential Fraudulent Event, including but not limited to completing any required affidavits promptly, accurately, and thoroughly. You agree to allow Webull Futures access to your Device and your network in connection with Webull Futures' investigation of any Potential Fraudulent Event. You acknowledge that if you fail to do any of these things, you may encounter delays in regaining access to funds in your Linked Equities Account. You agree to indemnify and hold Webull Futures, its affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event.

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

19. Purchases. You agree to pay for all Contracts purchased in your Cleared Swap Account on or before the applicable settlement date. To complete a purchase order for Contracts, your Linked Equities Account must contain available, settled funds in an amount equal to or greater than the purchase price of the order.

20. Cancellation. You authorize Webull Futures, should Webull Futures in its sole discretion deem it necessary for its protection, to cancel any outstanding order, to close out your Cleared Swap Account, in whole or in part; or to close out any commitment made on your behalf. You acknowledge that such actions may be taken without prior notice, in Webull Futures' sole discretion.

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

22. Applicable Law. All Cleared Swap Accounts and Contracts will be subject to all applicable laws, rules and regulations of any state, federal, regulatory or self-regulatory authority, agency, DCO, exchange, market, association, commission or other body with oversight authority, including without limitation (i) the Commodity Exchange Act of 1936, all rules and interpretations of the CFTC; (ii) the constitution, by-laws, rules, regulations, policies, procedures, interpretations and customs of any applicable board of trade, DCO, exchange, contract market, trading facility or execution facility, including, without limitation, an electronic trading system, facility or service, or clearing organization or of any clearing firm or self-regulatory agency or organization; and (iii) any other laws, rules, interpretations, customs or usage of the trade applicable to your trading of Contracts. All such laws, rules, regulations, policies, procedures, interpretations, customs, and usage, as enforced from time to time, are hereinafter collectively referred to as "Applicable Law." In no event will Webull Futures or any of its affiliates be obligated to effect any transaction or take any other action that it determines, in its sole discretion, would violate any Applicable Law.

23. Customer Representations, Warranties, and Agreements. You represent and warrant to Webull Futures as of the date of this Agreement and at all times during the term of this Agreement as follows:

a. You are (i) a natural person, (ii) at least 18 years old, (iii) of legal age under the laws of the jurisdiction in which you reside, and (iv) a US resident.

b. You have not been designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") as a Specially Designated National or blocked person, you have no reason to believe that you would be considered a blocked person by OFAC, and you are not employed by, acting as agent of, or partially owned or controlled by a government, a government-controlled entity, or a government corporation.

c. You are not a partner, director, officer, member, manager, or employee of an FCM, DCO, broker dealer, introducing broker, or regulatory or self-regulatory organization except as previously disclosed in writing to Webull Futures; Except as disclosed to Webull Futures in writing: (i) you are not a commodity pool operator or exempt from registration under CFTC rules, and (ii) you are acting solely as principal and no one other than you has any interest in your Cleared Swap Account. You agree to notify Webull Futures of the identity of any other person or entity that controls the trading of your Cleared Swap Account, has a financial interest of 10% or more in your Cleared Swap Account, or the identity of any other account that you control or in which you have a 10% or greater ownership interest.

d. All information and materials that you have provided to Webull Futures or any of its affiliates in any form are complete, truthful, accurate, and not misleading in any respect.

e. You have determined that trading in cleared swaps is appropriate for you, is prudent in all respects, and if applicable, does not and will not violate any charter, by-laws, or other comparable governing document, to which you are subject, or any law, rule, regulation, judgment, decree, order, or agreement by which you or your property is subject or bound; As required by CFTC Regulations, you will create, retain, and produce upon request of the applicable contract market, the CFTC or the United States Department of Justice or any other relevant regulator documents (such as contracts, confirmations, telex printouts, invoices, and documents of title) with respect to transactions in your Cleared Swap Account.

f. You understand and have agreed to the risk disclosure documentation available or referenced on the disclosure library available on the Platform, currently at www.webull.com/policy, as may be supplemented or amended from time to time ("Risk Disclosures"). You agree that you will review the applicable Risk Disclosures prior to entering into any transaction, and that you will not engage in any transactions unless you fully understand the associated Risk Disclosures. You are solely responsible for all decisions associated with your Cleared Swap Account.

24. Disclosure of Status. Except as otherwise specifically set forth in your Cleared Swap Account application, you are not (a) registered or qualified with the Financial Industry Regulatory Authority, the NFA, the Securities and Exchange Commission, the CFTC, any state securities agency, any DCO, any securities exchange or association, or any commodities contract market or association; (b) engaged as an "investment

advisor” as that term is defined in Section 201 of the Investment Advisors Act of 1940 (whether or not registered or qualified under that act); (c) a “commodity trading advisor” or “commodity pool operator” as those terms are defined Section 1a of the Commodity Exchange Act; or (d) employed by a bank or other organization exempt from registration under federal and state securities laws to perform functions that would require you to be so registered or qualified if you were to perform such functions for an organization not so exempt. . You agree to promptly notify Webull Futures in writing (if you have not already done so) if you reasonably anticipate any change that would render the foregoing inaccurate.

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

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

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

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

28. Taxes.

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

Under penalty of perjury, you certify that the taxpayer identification number that you have provided or will provide to Webull Futures (including any taxpayer identification number on any Form W-9 that you have

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

29. Fraud. In cases of fraud or theft by Customer, acting alone or in concert with others, including, but not limited to, unauthorized electronic funds transfers from bank accounts belonging to others, attempted electronic transfers from non-existent accounts, or similar illegal, unauthorized, or improper conduct involving account funding or withdrawals, and including situations in which you have allowed third parties to use your Cleared Swap Account in any such manner, Webull Futures may assess against you, in addition to all other fees, damages and penalties to which it may be entitled, a \$2,000 fee per forged, faked, fictitious, stolen, or otherwise unauthorized item or transfer. This fee shall constitute liquidated damages to compensate Webull Futures for the time and effort of Webull Futures in rectifying said conduct. Nothing in this paragraph shall be deemed to waive Webull Futures' right to recover its actual damages or any Losses attributable to such fraud or theft.

30. Access Interruptions. You understand that neither Webull Futures nor any of its affiliates guarantees that access to the Platform or to any third party platforms or services upon which Webull Futures or its affiliates may rely in connection with the operation of the Platform or the provision of Services to you, including without limitation platforms provided by any DCO or relevant self-regulatory organizations which may be necessary for the execution of orders for Contracts or other transactions, will be available at all times. Webull Futures and its affiliates reserve the right to suspend access to the Platform and the Services without prior notice, in their sole discretion and for any reason, including without limitation for scheduled or unscheduled system repairs or upgrades. Further, access to the Platform, and hence, your Cleared Swap Account, may be limited or unavailable due to access interruptions resulting from a wide range of factors, including without limitation: market volatility, peak demand, systems upgrades, maintenance, any kind of interruption of the services provided by Webull Futures or its affiliates, interruptions of services provided by third parties upon which Webull Futures or its affiliates may rely, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, or self-regulatory organization, exchange, and force majeure. You agree that Webull Futures, its affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers will not be liable to you for any Losses incurred by you (including, but not limited to, lost profits, trading losses, and similar damages) resulting from such access limitations or unavailability of the Services as provided in this Agreement.

31. Investment Tools; Data.

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

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

ANY MARKET OR OTHER DATA IS SOLELY AT YOUR RISK. In no event shall Webull Futures, its affiliates, nor any of its or their respective directors, officers, employees, agents, partners, members, and managers be liable to you or any third party for the accuracy, timeliness, or completeness of any information made available to you or for any decision made or taken by you in reliance upon such information. In no event shall Webull Futures, its affiliates, nor any of its or their respective directors, officers, employees, agents, partners, members, and managers be liable for any Losses whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by Webull Futures or any of its affiliates or with the delay or inability to use such reports.

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

33. General and Miscellaneous Provisions and Disclosures.

a. U.S. Economic Sanctions. Your Cleared Swap Account and all transactions associated with your Cleared Swap Account are subject to Applicable Law, including without limitation U.S. economic sanction and embargo laws.

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

c. Consent to Additional Terms. In addition to the terms in this Agreement, when using particular products, services, or features, you are also subject to any additional posted guidelines, disclosures, or requirements applicable to such particular matters. All such additional terms are hereby incorporated by reference into this Agreement.

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

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

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

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

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

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

j. Entire Agreement. This Agreement reflects the entire agreement between Webull Futures and you with respect to your Cleared Swap Account and the Services and supersedes all prior oral and written agreements between the parties relating to the subject matter hereof.

k. Cumulative Rights. The rights, remedies, benefits and privileges of Webull Futures under (a) this Agreement, (b) any other customer agreement entered into by you in connection with your Linked Equities Account or any other account you hold through Webull Financial or any of its affiliates, and (c) any other written agreement Webull Futures or any of its affiliates ((a), (b), and (c) collectively, the "Related Agreements"), are cumulative and shall be interpreted to convey to and upon Webull Futures and its affiliates the broadest, most expansive, most enforceable rights, remedies, benefits, defenses and privileges. Any inconsistencies or conflicts between or among any of the Related Agreements shall be disregarded, as Webull Futures may at any time, or from time to time, choose, so that Webull Futures may enjoy to the fullest extent possible the right, remedy, benefit, defense or privilege that it, at any time or from time to time, seeks to assert, enforce or avail to itself.

l. Choice of Law. This Agreement and all transactions in and for your Cleared Swap Account shall be governed by the laws of the state of New York, without resort to the choice of law rules thereof. This Agreement shall not be interpreted in any manner that would contradict applicable law or the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

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

n. Electronic Signatures. Your intentional action in providing an electronic signature, constituted by clicking a button indicating an electronic signature, typing your name in a signature field, or otherwise entering an electronic signature, is valid evidence of consent to be legally bound by this Agreement and by other documentation submitted in connection with your relationship with Webull Futures and as valid evidence of consent to be legally bound by any other documents relating to your Cleared Swap Account or Platform or related services that you sign electronically. Delivery of an electronic version of this Agreement and any other documents related to your Cleared Swap Account fully satisfies any requirement that they be provided to you in writing. You acknowledge that you may access and retain a record of the documents that you electronically sign. You are solely responsible for reviewing and understanding all of the terms and conditions of these documents. You accept as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, notice by electronic means, including, the posting of modifications to this Agreement on the Platform. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic, and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of Webull Futures' electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of the Agreement.

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

ACCEPTED AND AGREED: You acknowledge that you have read the preceding terms and conditions of this Agreement, that you understand them and that you hereby manifest your assent to, and your agreement to comply with, those terms and conditions by accepting this Agreement. YOU ALSO AGREE THAT YOU HAVE RECEIVED OF A COPY OF THIS AGREEMENT AND YOU HAVE BEEN PROVIDED WITH AND AGREE TO THE RISK DISCLOSURES, WHICH ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.