

XV EXCHANGE, LLC MEMBER AGREEMENT

PLEASE CAREFULLY READ AND MAKE SURE YOU UNDERSTAND THIS ENTIRE MEMBER AGREEMENT (“AGREEMENT”), INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, BEFORE YOUR CREATION AND USE OF AN XV EXCHANGE, LLC ACCOUNT. CLICKING THE BUTTON TO CONTINUE PAST THIS AGREEMENT IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING AND AGREEING TO BE BOUND BY THIS AGREEMENT.

I. Introduction

Welcome to XV Exchange, LLC (“XV Exchange” or the “Exchange”), a U.S. Commodity Futures Trading Commission (“CFTC”) designated contract market (“DCM”). This Agreement sets out the terms and conditions pursuant to which an individual or entity (“You”, “Your” in the possessive form) may acquire trading privileges on the Exchange. You must read and accept this Agreement, including all documents incorporated by reference, to trade on the Exchange.

II. Services

XV Exchange will provide You with access to a platform for trade execution (the “Platform”) as provided in the XV Exchange Rulebook and as required by the CFTC and applicable law, as well as related services (the “Services”). Your access to and use of the Services is fully and exclusively subject to your acceptance of and compliance with this Agreement, the XV Exchange Rulebook, the rulebook of any applicable Derivatives Clearing Organization (“DCO”), and any other terms and agreements duly posted by XV Exchange on www.xvexchange.com or otherwise (together the “Terms”). Services may include, but are not limited to: facilitating the funding of a trading account on the Platform; facilitating withdrawals from a trading account on the Platform; facilitating the purchase of assets on the Platform; and facilitating the sale of assets on the Platform. Each of the Services is distinct, fully rendered and delivered upon completion, and not subject to cancellation, refund, return, reimbursement, rollback, or any other form of reversal other than as explicitly specified in the XV Exchange Rulebook.

III. Event Contracts Trading Risk Disclosure

There are numerous risks associated with trading on XV Exchange and you hereby acknowledge and assume those risks. The risk of loss in trading Event Contract on XV Exchange can be substantial and is a highly speculative activity involving volatile markets. Trading may also incur fees, which will add to losses and may significantly reduce earnings. Each Event Contract listed on the Exchange has specific rules that dictate, in addition to the XV Exchange Rulebook, terms including trading period, settlement, payout, outcome determination, among others. You are responsible for reading, understanding, and accepting the terms of an Event Contract prior to trading.

IV. Electronic Trading Risk Disclosure

Trading through the internet or other dedicated lines of communication involves many interrelated systems, including hardware, software, telephonic, cable, and power generation, all of which are subject to failure or malfunction that may adversely affect the ability to trade, place or cancel orders, and see market data. In the event that the XV Exchange system becomes unavailable, for a period of time, it may not be possible to enter new orders, execute existing orders, modify or cancel orders that were previously entered, or access market data. Although XV Exchange and its third-party provider(s) have taken precautions to prevent such an occurrence, if the XV Exchange System or one of its components suffers a catastrophic failure, orders and their priority in the order queue may be lost. XV Exchange bears no responsibility or liability for any effect on the ability to trade caused by any of the foregoing. You understand that at various times trading of a particular Event Contract on XV Exchange may cease due to a lack of bids or offers and, on certain specific trading dates, an Event Contract will expire pursuant to its terms even if the XV Exchange System is not accessible. You freely assume these risks and hold XV Exchange, the Parent Company, their affiliates and their respective directors, officers, employees, and agents harmless against any such losses resulting from these risks.

V. Member Obligations and Consent to Jurisdiction of XV Exchange

- A. As a member of XV Exchange (a “Member”), you shall pay the fees and charges for the Services as specified from time to time on the XV Exchange website (the “Website”). XV Exchange will post written notice of any changes to fees on the Website prior to implementing the changes.
- B. You will be bound by, and comply with, the rules and regulations established by XV Exchange applicable to the Services contained in the XV Exchange rules (as supplemented or amended from time to time, the “XV Exchange Rulebook”). In the event of any conflict between this Agreement and the XV Exchange Rulebook, the XV Exchange Rulebook will govern.
- C. You hereby consent and are subject to the jurisdiction of XV Exchange and its Terms. Upon the prior written request of XV Exchange, You will promptly (within five (5) Business Days (where “Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of Illinois or is a nationally recognized federal holiday pursuant to United States law 5 U.S.C. 6103)) provide to XV Exchange any such information as may be deemed necessary for its fulfillment of these Services. You hereby acknowledge and agree that You have received and read the XV Exchange Rulebook.
- D. You hereby agree and consent that XV Exchange may utilize the DCO of its choosing for clearing services so long as that DCO is registered by and remains in good standing with the CFTC. In the event that XV Exchange determines to change from one DCO to another, You hereby agree, unless You provide affirmative notice to the Exchange otherwise and timely close your account, that You consent to the change, and You consent to the movement of Your positions

and Your funds from one DCO to another.

- E. You hereby agree that You will not allow any person not identified to XV Exchange to access or use these Services.

VI. Representations and Warranties

You hereby represent, warrant and covenant to XV Exchange, and each time You enter an order, effect a transaction or otherwise use the Services, You will be deemed by such act to represent, warrant and covenant to XV Exchange, that: if You are not a natural person, You are duly organized, validly existing and in good standing under the laws of Your jurisdiction of organization and each other jurisdiction in which the nature or conduct of Your business requires such qualification; if You are an individual, You are of the age of majority in Your state of residence; You have all requisite legal authority and capacity to enter into this Agreement and to use the Services on Your own behalf and to perform Your obligations as a Member; You are and will be in compliance with all material respects of the CEA, CFTC regulations and all other applicable laws, rules, regulations, judgments, orders and rulings of any governmental authority or self-regulatory organization, authority, agency, court or body, including the laws of any jurisdiction applicable to an order or transaction (collectively, "Applicable Law") (including data protection and privacy laws and laws with respect to recording messages of Member employees, including providing and obtaining required notices or consents); and You are not statutorily disqualified from acting as a Member and there is no pending, or to the best of Your knowledge threatened, action, suit or proceeding before or by any court or other governmental, regulatory or self-regulatory body to which it is a party that seeks to affect the enforceability of this Agreement or Your ability to act as a Member.

VII. Member Acknowledgements

You further acknowledge and agree that:

- A. You will abide by and be subject to the XV Exchange Rulebook, as now existing and as hereafter duly amended from time to time, including the obligation to submit to arbitration;
- B. Your status as a Member may be limited, conditioned, restricted or terminated by XV Exchange in accordance with the XV Exchange Rulebook;
- C. This Agreement binds You and is enforceable against You;
- D. This Agreement may be amended unilaterally by XV Exchange upon notice to You. You will be deemed to agree to each such amendment if You do not terminate this Agreement prior to the effective date of the amendment;
- E. You may fund your trading account in accordance with XV Exchange's Rulebook. You have no right to a refund, cancellation, or return of the funds used to fund your trading account other than in a manner as may be described in XV Exchange's Rulebook, including withdrawal of deposited or earned funds. The Service of account funding is

complete, and the benefits are fully delivered and nonrefundable, upon the addition of funds to Your account on the Platform. Deposits are not subject to cancellation, refund, return, reimbursement, rollback, or any other form of reversal other than as explicitly specified in the XV Exchange Rulebook;

- F. You may place a trade on the Platform and purchase assets using the funds in your trading account. The funds used for those trades will be removed from your trading account, and You will only receive further payment(s) related to those trades upon the sale of those assets on the Platform or upon a favorable final settlement of those assets;
- G. You may fund your account by automated clearing house (“ACH”) transaction. By confirming your transaction, You acknowledge your consent to debit your linked account via ACH. You acknowledge the nature of ACH transactions and that ACH transactions may incur additional fees. You further agree that XV Exchange, in its sole discretion, may use any means which XV Exchange considers suitable to execute your ACH transfers, and that XV Exchange may reject any ACH transfer request in the event of suspected fraud or other potential illicit activity. You understand that in the event of an ACH return or reversal, XV Exchange may charge additional fees or temporarily restrict your account privileges. You further understand that an ACH debit transfer may be returned, reversed, or rejected for a variety of reasons, including, for example, a lack of sufficient funds or when the transaction is denied by the bank holding your external account. You agree that you are solely liable and responsible for any ACH fees that you incur for a returned, reversed, or rejected transaction;
- H. You agree that in the event of an ACH return, reversal, or rejection of a debit transfer of funds that were utilized for trading, you will, upon XV Exchange’s request, deposit at least the amount of the funds that were utilized for trading into your XV Exchange account. You also agree to pay XV Exchange for any fees, charges, or expenses incurred by XV Exchange as a direct result of the reversal of Your ACH debit transfer in any manner directed by XV Exchange;
- I. You understand that within 90 days of your ACH transfer to fund your trading account, those funds may only be withdrawn to the external account from which they were debited;
- J. You will provide such other information as may be reasonably requested by XV Exchange from time to time as may be necessary or desirable to verify Your qualifications as a Member;
- K. You authorize XV Exchange to verify, on an initial and a periodic basis, by investigation, the statements provided to XV Exchange, which may include a criminal background check, a review of Your credit report, and such other action reasonably deemed necessary by XV Exchange;

- L. You authorize any governmental, regulatory or self-regulatory body, futures exchange, swap execution facility, securities exchange, national securities association, national futures association or other entity to furnish to XV Exchange, upon its request, any information such entity may have concerning You, and You hereby release such entity from any and all liability of whatsoever nature by reason of furnishing such information to XV Exchange;
- M. You authorize XV Exchange to make available to any governmental, regulatory or self-regulatory body, futures exchange, swap execution facility, securities exchange, national securities association, national futures association, bank or other entity (upon such entity's showing of proper authority and need) any information XV Exchange may have concerning You, and You hereby release XV Exchange from any and all liability of whatsoever nature by reason of furnishing any such information;
- N. You hereby authorize XV Exchange to deduct from its account maintained on the books and records of XV Exchange all fees or other charges accruing to You;
- O. You will keep confidential all information related to Your account ("Member Account"), including but not limited to Your account number, except as necessary to perform XV Exchange-related transfers;
- P. You hereby declare that the statements in this Agreement and in any application materials provided to XV Exchange are true, complete and accurate, and that You will promptly notify XV Exchange in writing if any representation, warranty or covenant made herein changes or ceases to be true;
- Q. You will be solely responsible, at Your own risk and expense, for acquiring, installing and maintaining all equipment, hardware and software (other than any applications, algorithms, software, interfaces or code that XV Exchange may provide to You pursuant to the terms of this Agreement for purposes of accessing and utilizing the Platform), and shall ensure that any systems, facilities, servers, routers, and other equipment and software used to access and transact on the Platform are at all times protected by, and at all times comply with, all applicable information security and firewall precautions, but at all times at a level of security not less than that prevailing in the industry;
- R. You acknowledge that failure to comply with this Agreement may, in XV Exchange's sole discretion, lead to suspension of Services or termination of this Agreement;
- S. You acknowledge that XV Exchange's Rulebook allows XV Exchange to implement market maker programs. XV Exchange believes that these programs will promote liquidity and orderliness on the Exchange. Under the rules, market makers will make markets on XV Exchange in exchange for receiving benefits. The benefits can include monetary benefits, such as discounts on fees, rebates on fees, revenue share from fees, and other monetary benefits. Market makers who receive these benefits may be able to price their quotes in ways that are materially different from other XV Exchange members

who are not eligible to receive these financial benefits. Market makers may also be eligible for sophisticated risk management tools, such as order protections whereby orders are canceled if the market maker's trading session disconnects from the Exchange, and may be eligible to greater throughput to the Exchange. These risk management tools enable market makers to effectively manage the risks of their market making activity, and may not be available to members who are not market makers. These tools may give market makers a trading advantage over members who are not market makers; and

- T. You further acknowledge that market makers may be required, during specific times, to maintain a maximum spread size and may be required to maintain a minimum depth within the spread. Outside of the required times, market makers are not required to, and potentially will not, maintain the maximum spread size and minimum depth. Therefore, pricing and liquidity outside of the required times may be worse than during the required times.

VIII. Investment of Member Funds

Except as prohibited by the regulations of the CFTC, all cash and other property in Your Member Account or otherwise held by a DCO on Your behalf may, from time to time, without notice to You, be invested by a DCO consistent with CFTC regulations, including Regulations 22.2(e)(1) and 1.25.

IX. Submitting Suggestions

XV Exchange allows Members to submit ideas, concepts, designs or inventions for contracts or any other relevant topic (collectively "Suggestions"). However, Members should not reveal to XV Exchange any Suggestions for which a Member wants to receive any compensation or credit. By submitting Suggestions to XV Exchange, You expressly agree to give up any and all rights You may have to such Suggestions and You agree to transfer to XV Exchange all of Your rights pertaining to such Suggestions. By submitting any Suggestions to XV Exchange, You expressly authorize XV Exchange to use and benefit from the Suggestions as XV Exchange may decide. XV Exchange will not provide You with any compensation or credit for any Suggestions You submit, unless otherwise announced by XV Exchange. By submitting Suggestions to XV Exchange, You give up all control You might otherwise have concerning such Suggestions.

X. Indemnity

You agree to indemnify, defend and hold harmless XV Exchange, and its parents, affiliates, officers, directors, shareholders, employees, agents, licensors, and partners from any and all claims, losses, liabilities, demands, damages, costs, or expenses (including reasonable attorneys' fees), arising from or asserted by any third party relating in any way to (a) your use of the Website or the Services, or any other feature, product, service or promotion offered to you by XV Exchange; (b) any claim of infringement of third party intellectual property rights; (c) uploading, posting, emailing, reproducing, transmitting or otherwise distributing any content or other materials by you; or (d) the breach of any of these Terms by you or any users of your account with XV Exchange. XV Exchange reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity

obligations.

XI. Limitations on Liability

EACH MEMBER OF XV EXCHANGE AGREES THAT IN NO EVENT SHALL XV EXCHANGE, ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS AND OTHER SIMILAR ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU, YOUR ORGANIZATION, OR ANY OTHER THIRD-PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OF, OR RELIANCE ON, THE SITE AND THE SERVICES, AND ALL FEATURES, MATERIALS, INFORMATION AND SERVICES ACCESSIBLE ON OR THROUGH THE SITE OR OTHERWISE MADE AVAILABLE BY XV EXCHANGE, INCLUDING ANY THE SERVICES; (B) THE USE, COPYING, OR DISPLAY OF THE SITE OR THE SERVICES OR THE TRANSMISSION OF INFORMATION TO OR FROM THE SITE OVER THE INTERNET; (C) OUR PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS IN CONNECTION WITH THESE TERMS; (D) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF YOU, YOUR ORGANIZATION, OTHER USERS OF THE SITE, OR OTHER THIRD-PARTIES, INCLUDING, BUT NOT LIMITED TO, ANY NOT-FOR-PROFIT ORGANIZATIONS; (E) YOUR PURCHASE AND USE OF ANY GOODS OR SERVICES PROVIDED BY THIRD-PARTIES; OR (F) THE AVAILABILITY, RELIABILITY, ACCURACY, TIMELINESS, OR QUALITY OF THE SITE OR THE SERVICES. UNDER NO CIRCUMSTANCES SHALL XV EXCHANGE, ITS CONTRACTORS, SUPPLIERS CONTENT-PROVIDERS AND OTHER SIMILAR ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU, YOUR ORGANIZATION, ANY NOT-FOR-PROFIT ENTITY, OR ANY OTHER THIRD-PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION AND CLAIMS OF THIRD-PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SITE, ANYTHING DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (F) OF THIS PARAGRAPH, OR ANY OTHER CAUSE BEYOND THE CONTROL OF XV EXCHANGE, EVEN IF XV EXCHANGE WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE LIABILITY OF XV EXCHANGE, ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, AND OTHER SIMILAR ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF EACH OF THE FOREGOING, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING ANY OF THE FOREGOING, IF XV EXCHANGE, ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, OR OTHER SIMILAR ENTITIES, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE

FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD-PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS, THE SITE OR THE SERVICES, XV EXCHANGE AND SUCH PARTIES' CUMULATIVE, AGGREGATE AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL IN NO EVENT EXCEED THE LESSER OF (1) THE PURCHASE PRICE OF ANY OF YOUR ASSETS PURCHASED VIA THE PLATFORM ASSOCIATED WITH THE CLAIM; OR (2) THE TOTAL FUNDS YOU HAVE DEPOSITED TO THE PLATFORM PRIOR TO MAKING A CLAIM. THE LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE.

BY USING THE SITE AND THE SERVICES AND TO THE FULLEST EXTENT PERMITTED BY LAW, YOU: (A) ASSUME ALL RISK OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR THE SERVICES; (B) IRREVOCABLY WAIVE ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE SITE OR THE SERVICES; (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE XV EXCHANGE, AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SITE AND THE SERVICES; AND (D) YOU VOLUNTARILY WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST XV EXCHANGE FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF XV EXCHANGE AND ITS AGENTS AND EMPLOYEES. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

EACH MEMBER OF XV EXCHANGE AGREES THAT IT MAY NOT BRING ANY ACTION AGAINST AN XV EXCHANGE PARTY UNLESS IT BRINGS SUCH ACTION WITHIN 2 YEARS OF THE FIRST OCCURRENCE OR LACK OF OCCURRENCE OF THE ACT OR OMISSION COMPLAINED OF.

EACH MEMBER OF XV EXCHANGE AGREES THAT ANY ACTION IT BRINGS AGAINST AN XV EXCHANGE PARTY OR AGAINST ANOTHER XV EXCHANGE MEMBER WILL BE RESOLVED BY BINDING ARBITRATION, IN ACCORDANCE WITH

THE RULES OF THIS CHAPTER AND OTHER RULES OF XV EXCHANGE, IF APPLICABLE.

XII. Data Use Consent

You hereby grant XV Exchange a worldwide, perpetual, irrevocable, royalty-free, full sublicensable and freely assignable license to store, use, copy, display, disseminate and create derivative works from: (i) the price and quantity data for each transaction entered into by You that is executed via the Services and (ii) each bid, offer and/or order provided via the Services by You. You acknowledge and agree that XV Exchange may use such information for business, marketing and other purposes.

XIII. Termination

Subject to Applicable Law and the XV Exchange Rulebook, XV Exchange or You may terminate this Agreement by giving the other prior written notice. Termination of this Agreement will not affect liability accrued as of termination. Paragraph IX will survive termination of this Agreement and continue in full force and effect.

XIV. No Warranty

YOU UNDERSTAND THAT XV EXCHANGE, ITS AFFILIATES, AND ITS SOFTWARE, HARDWARE, AND SERVICE PROVIDERS PROVIDE THE XV EXCHANGE PLATFORM "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. XV EXCHANGE, ITS AFFILIATES AND ITS SOFTWARE, HARDWARE AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

XV. Complete Agreement

This Agreement constitutes the entire contract between the parties relative to the subject matter hereof. Any other previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement. Nothing in this Agreement, expressed or implied, is intended to confer upon any person (other than the parties hereto, their respective successors and assigns permitted hereunder) any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XVI. Severability

In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other

jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

XVII. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other customary means of electronic transmission, including by PDF file, shall be as effective as delivery of an original signed counterpart of this Agreement.

XVIII. Assignment

You may not assign this Agreement, in whole or in part, without the prior written consent of XV Exchange.

XIX. USA PATRIOT Act Notice

XV Exchange hereby notifies You that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies You, which information includes Your name and address and other information that will allow XV Exchange to identify You in accordance with the USA PATRIOT Act.

XX. Governing Law

This Agreement will be governed by the laws of the State of Illinois. Any dispute between XV Exchange and You arising from or in connection with this Agreement will be settled in accordance with the procedures set forth in the XV Exchange Rulebook.

BY CLICKING THE BUTTON TO CONTINUE PAST THIS AGREEMENT YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT AND EXPRESSLY ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ AND UNDERSTOOD ALL DOCUMENTS INCORPORATED HEREIN BY REFERENCE.