



General Service Terms and Disclosures

As a condition of, MCAP LLC ("MCAP") effecting transactions ("Transactions") in securities at your direction and/or on your behalf, you ("Counterparty") agree to the terms and conditions ("Terms and Conditions") set forth below. Counterparty's agreement to these Terms and Conditions will be deemed renewed with each Transaction effected through, MCAP.

Trading Services

MCAP will provide securities trading services, including execution, clearing and settlement in such markets as may be agreed on from time to time on an agency, riskless principal, net or principal basis. Counterparty understands and agrees that MCAP may execute certain transactions, on a net basis, or by routing orders for handling and/or execution by one or more third parties, and that such third parties may effect such transactions as agent or on a principal or riskless principal basis and may do so on a "net" basis at a price inclusive of their mark-up/down, commission equivalent or principal spread. In connection with any transaction executed by MCAP on a net basis, Counterparty understands and agrees that the net price will be the transaction price reported on Counterparty's trade confirmation and will be in lieu of a commission. In connection with any transaction effected by MCAP through a third-party, where such third party effected the transaction on a net basis, Counterparty understands and agrees that the net price will be the transaction price reported on Counterparty's trade confirmation and that the commission or commission equivalent charged by MCAP and reported on Counterparty's official transaction confirmation shall be in addition to any such third-party mark-up/down, commission equivalent or principal spread included in the transaction price. The Counterparty agrees that MCAP, may in the ordinary course of their businesses receive remuneration from third parties in connection with Transactions, such as payment for order flow. MCAP agrees to provide to the Counterparty upon written request with information regarding any commission or other form of remuneration it receives in connection with Counterparty's transaction(s).

Market Maker

Counterparty acknowledges that MCAP is a market maker in equity and fixed income securities and primarily acts in a principal or net basis. Counterparty attests that all orders sent to MCAP are unsolicited and MCAP will accept orders as so. If Counterparty order is solicited Counterparty is responsible for coding their order ticket as such and notifying MCAP. If Counterparty does not want MCAP to act as a principal or on a net basis, it must notify, prior to and on a trade by trade basis or in writing. FINRA Rule 5320 generally prohibits brokers from trading an equity security order on a principal basis ahead of, or along with, Counterparty orders that are executable at the same price. The rule contains exceptions for institutional accounts and riskless principal trades that make it permissible for MCAP to trade for its own account while representing a Counterparty order that could be executed at the same price. Riskless principal transactions occur where MCAP has received an order to buy (sell) a security and then MCAP purchases (sells) the security as principal at the same price to facilitate the order to buy (sell). In a riskless principal transaction, the Counterparty order(s) is provided the same per share price as the riskless principal order, exclusive of any markup or markdown, commission equivalent, or other fee. To the extent MCAP facilitates more than one



Counterparty's order at the same time in a riskless principal transaction; the methodology MCAP uses for allocating those Counterparty's orders is on a price/time priority basis. In a principal transaction done for facilitation purposes, the facilitated order(s) may receive a different per share price from the price of MCAP's hedging, liquidating or covering transactions.

General Agreements

1. Counterparty will be responsible for accurate submission of instructions to MCAP and to ensure that any instructions given by it or any of its employees, agents or Counterparty's, shall have been properly authorized in advance. MCAP is authorized to comply with and rely upon instructions or communications believed by it to have been sent or given by an authorized person of Counterparty. MCAP's understanding of any instruction or communication shall be deemed controlling (whether given or received by MCAP), notwithstanding any discrepancy between such understanding and any subsequent confirming document or communication.
2. In the event that Counterparty disputes or denies knowledge of any Transaction, MCAP shall be authorized, but not required, to liquidate or otherwise offset the disputed position. Counterparty will promptly notify MCAP of any Transaction Counterparty or a Counterparty of Counterparty believes to be in error;
3. Counterparty authorizes MCAP, in its sole discretion and without notice, to monitor and record any or all telephone conversations and electronic communications between the Counterparty and MCAP for the purpose of training, performing its obligation under the Agreement, marketing, complying with Applicable Laws and Rules and/or Local Laws, or establishing a record of communications.
4. MCAP, in its sole discretion and without notice, may reject, in whole or in part, any instruction or Order from Counterparty, impose trading limits on Counterparty, and generally restrict trading with or for Counterparty;
5. Certain types of securities, like American Depositary Receipts or American Depositary Shares (collectively, "ADRs") and Exchange Traded Funds ("ETFs"), are comprised of one or more underlying securities. Those underlying securities often are traded in various markets, and mechanisms exist to exchange them for the ADRs or ETFs and vice versa. Counterparty should remember that transaction instructions for ADRs and/or an ordinary shares are subject to these Terms and Conditions, as well as the ADR Terms and Conditions
6. Counterparty specifically agrees to receive and/or obtain any and all MCAP-related Electronic Communications (defined below) via email, hyperlinks, or postings on MCAP's website. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws, rules, or regulations, or any self-regulatory organization rules, require that MCAP provide to Counterparty, as well as such other documents, statements, data, records and any other communications regarding your relationship with MCAP. Counterparty accepts Electronic Communications provided via email, hyperlinks, or postings on MCAP's website as reasonable and proper notice, for the purpose of any and all such laws, rules, and regulations, and agrees that such electronic form fully satisfies any requirement that such communications be provided to Counterparty in writing.

Electronic Services



If Counterparty or a customer of Counterparty effects Transactions through or with MCAP through any electronic means, including, but not limited to, the Internet, computer-to-computer interface, electronic mail, Bloomberg message, instant message, or FIX connection then Counterparty shall be solely responsible for all aspects of its use of Electronic Services including, but not limited to, administering all of its user authorizations, capturing and maintaining any record keeping relating to such use, storing any data file backups and procuring and maintaining any hardware, software and other equipment used. Official trade confirms will not be provided by MCAP. Official trade confirms will be provided by MCAP's clearing firm, Broadcort Merrill Lynch or ICBC.

Counterparty's access to Electronic Services may be limited, unavailable or interrupted at any time, including, but not limited to, during periods of peak demand, market volatility, system upgrades, maintenance, or during any other events impacting Counterparty, MCAP or Third Party Providers providing systems or services necessary for the Electronic Services to be available; if Electronic Services are unavailable for any reason, Counterparty may use alternative means to contact MCAP; MCAP and any Third Party Providers will have no liability whatsoever, and Counterparty will not attempt to hold MCAP or any Third Party Provider liable, for any unavailability, interruption, disruption, or delay in Electronic Services regardless of the reason for such disruption or delay.

Order information transmitted through electronic mail, Bloomberg message, instant message or similar means shall not be deemed an Order until its acceptance has been confirmed verbally or in writing by MCAP to Counterparty.

Limitation of Liability

Unless otherwise expressly provided by Applicable Laws or Rules, MCAP, Third Party Providers, and their affiliates, and their respective partners, controlling persons, shareholders, directors, officers, employees and agents, shall not be responsible or liable for any Losses resulting directly or indirectly from:

1. any act or omission of Counterparty or a Counterparty of Counterparty or any error, negligence, or misconduct of Counterparty or a Counterparty of Counterparty, any exchange or clearinghouse, or any other third party not directly controlled by MCAP or such Third Party Provider;
2. failure of transmission or communication facilities;
3. any other cause or causes beyond MCAP's control;
4. MCAP's reliance on any instructions, notices, or communications that it believes to be from an individual authorized to act on behalf of Counterparty or a Counterparty of Counterparty, and Counterparty waives any and all defenses that any such individual was not authorized to act on behalf of Counterparty or a Counterparty of Counterparty;
5. government restrictions; exchange, regulatory, or market rulings; suspension of trading; military operations; terrorist activity; strikes, or any other condition beyond MCAP's control, including without limitation extreme market volatility or trading volume; or
6. any action taken by MCAP, or any executing broker, clearing broker, exchange, clearinghouse, or other third party, to comply with Applicable Laws and Rules or Local Laws, or this Agreement.



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND RULES, NEITHER MCAP NOR THIRD PARTY PROVIDERS NOR THEIR AFFILIATES SHALL BE RESPONSIBLE FOR ANY LOSSES, EXCEPT MCAP SHALL BE RESPONSIBLE FOR ANY LOSSES TO THE EXTENT THAT SUCH LOSSES ARISE FROM MCAP'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT. IN NO EVENT SHALL MCAP, THIRD PARTY PROVIDERS OR THEIR AFFILIATES BE LIABLE TO COUNTERPARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY CHARACTER OR FOR ANY LOST PROFITS, REVENUE OR OTHER COMMERCIAL LOSSES WHETHER FOREESEEABLE OR NOT.

Counterparty's Payment Obligations

Counterparty shall be fully and unconditionally liable for the timely settlement of each and every Transaction effected with or through MCAP, including any settlement relating to any interest or dividend payment, any corporate action, any foreign exchange transaction and fees, any and all brokerage charges, give-up fees, commissions, commission equivalents, transaction or other taxes, and any other charges or fees of any kind charged by MCAP or by any other person. Counterparty shall pay for MCAP's services at MCAP's then-prevailing rates, or such other rates as may be agreed upon, from time to time, between MCAP and Counterparty.

Termination

This Agreement may be terminated by any of the parties hereto upon prior written notice to the other parties. This Agreement may also be terminated by MCAP with immediate effect upon the occurrence of an event MCAP considers to be necessary for its protection. Any such termination shall have no effect upon any party's rights and obligations arising out of Orders and/or Transactions executed prior to such termination. The termination of this Agreement shall not affect, the rights accrued, or obligations incurred, prior to the date of termination of this Agreement which shall survive any termination.

Miscellaneous

1. **Amendment: Entire Agreement.** MCAP may modify or amend the terms of this Agreement at any time upon notice. By continuing to accept Services from MCAP, Counterparty agrees to any such modifications and amendments. If Counterparty does not accept such modifications or amendments, Counterparty must cease transacting with MCAP and notify MCAP in writing. This Agreement, together with modifications and amendments pursuant to the above, represents the entire agreement and understanding between Counterparty and MCAP concerning the subject matter of this Agreement, and supersedes any prior agreements between the parties as to the subject matter of this Agreement.
2. **Severability:** If any provision of this Agreement is deemed by an authority of competent jurisdiction to be unenforceable or contrary to Applicable Laws and Rules or Local Laws, such provision shall be enforced to the maximum extent permitted by law to affect the parties' intentions hereunder, and the remainder of this Agreement shall continue in full force and effect.
3. **Headings:** All headings in this Agreement are for description only, shall not be used to interpret this Agreement, and do not modify or qualify any rights or obligations.



4. Transfer and Assignment: Any transfer or assignment (or attempted transfer or assignment) of the Counterparty's rights or obligations hereunder without obtaining the prior written consent of MCAP shall be null and void. MCAP shall have the right to transfer or assign this Agreement to any successor entity or to another party in its sole discretion and without obtaining the consent of Counterparty.
5. Privacy Policy: Please see privacy policy posted at www.mcapmarkets.com.

Notices shall be sent to both:

MCAP LLC- 1633 Broadway 28th Floor NY, NY 10019 and 390 N Orange Ave, Suite 2800, Orlando, FL 32801

No Waiver.

Neither the failure to insist upon strict compliance with this Agreement nor any course of conduct, including without limitation failure on the part of MCAP to exercise or delay in exercising any rights, shall constitute a waiver by MCAP of any of its rights hereunder. No single or partial exercise by MCAP of any right shall preclude any other or future exercise of any such right or the exercise of any other single or partial right. Any waiver by MCAP must be in writing and signed by an authorized official of MCAP, and shall be effective only for the purpose and in the specific instance for which it is given.

Governing Law; Service of Process; Waiver of Jury Trial

This Agreement's enforcement, and all disputes related to Transactions or Orders shall be exclusively governed by, and exclusively construed in accordance with, the laws of the State of New York without regard to conflict-of-laws principles. In any action relating to this Agreement, each of the parties irrevocably consents to the jurisdiction and venue of the federal and state courts located in New York County. Counterparty irrevocably consents to the service of process in any suit, action or other proceeding by the mailing of copies thereof by prepaid, first class United States mail or by prepaid express courier service addressed to it in Section 18(e) above or as on Counterparty's account form, and agrees that such service will constitute effective service upon it as if personally served. Nothing herein shall affect the right of MCAP to service process in any manner permitted by law. Counterparty irrevocably waives a trial by jury in any action arising out of or relating to this Agreement or any Order or Transaction.

Binding Without Signature

This Agreement shall come into effect on Counterparty's first use of MCAP's Services as contemplated hereunder, and Counterparty's continued use of MCAP's Services shall be deemed acceptance of this Agreement and all of its provisions. MCAP does not and will not act in a fiduciary capacity.

Broker Dealer Relationship Acknowledgment

Counterparty acknowledges that nothing in the relationship between Broker Dealer Counterparties infers or implies that Broker Dealer Counterparty is a customer of MCAP. The trading relationship is between broker dealers.