

End User License & Services Agreement

This End User License and Services Agreement (this "Agreement") is an agreement between you ("You") and Lucem, LLC ("Lucem"). Lucem reserves the right to modify the terms and conditions contained herein. Your use of the Lucem website, software, content, and information (the "Software") constitutes YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF USE, which may be modified from time to time. IF YOU DO NOT UNDERSTAND AND/OR WISH TO ACCEPT THE TERMS AND CONDITIONS OF USE CONTAINED HEREIN, DO NOT USE THE LUCEM SERVICES.

BY USING THE LUCEM SERVICES YOU REPRESENT AND AGREE THAT YOU HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF OR THE APPLICABLE ENTITY (AS THE CASE MAY BE), TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, YOU MUST ADVISE LUCEM IMMEDIATELY AND IMMEDIATELY CEASE USING THE LUCEM SERVICES. PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND OBLIGATIONS. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION AND NOTICE AND CLASS ACTION WAIVER. PLEASE REFER TO THE "GOVERNING LAW AND ARBITRATION" SECTION FOR MORE DETAILS. BY AGREEING TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, YOU AGREE THAT ANY AND ALL DISPUTES BETWEEN YOU AND LUCEM (AS WELL AS LUCEM'S AFFILIATES, AGENTS, EMPLOYEES, CONTRACTORS, OFFICERS, AND/OR DIRECTORS) WILL BE RESOLVED BY BINDING ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. DEFINITIONS

1.1. "Account" has the meaning set forth in Section 3.2.2.

1.2. "Documentation" means any technical manuals, instructions, user information or manual, training materials and any and all other materials and documentation that may accompany the Software or that is otherwise provided by Lucem, and as may be amended or updated from time to time by Lucem.

1.3. "Software" means Lucem's algorithmic foreign currency exchange ("Forex") trading software, which is made accessible to You in association with and subject to this Agreement, and which consists of Lucem's stand-alone software that You download to Your personal electronic device(s) (hereinafter, "Software").

1.4. "Person" has the meaning set forth in Section 2.2.

1.5. "Privacy Laws" has the meaning set forth in Section 4.

1.6. "Privacy Policy" means the Lucem Privacy Policy found at <https://www.lucem.com/privacypolicy>.

1.7. "Proprietary Information" means all information disclosed by Lucem to You hereunder or otherwise in connection with the Software, or Documentation related thereto, excluding however information which is in the public domain, through no action or omission by You.

1.8. "Lucem" means Lucem, LLC.

1.9. "Services" has the meaning as set forth in Section 2.3.

1.10. "Third Party Services" has the meaning as set forth in Section 2.4.

2. LICENSE AND SERVICES

2.1. License. Subject to the terms and conditions of this Agreement, Lucem hereby grants to You, for the term of this Agreement, a non-exclusive, non-transferable, revocable, non-sublicensable license to utilize the Software during the Term, solely by You, in the ordinary course of your personal use and subject to the restrictions contained herein. The Software shall not be used for any purpose other than as expressly authorized by this Agreement. In particular, but without limitation, You agree that You will not: (i) attempt in any way to reverse engineer the Software or any source code used to operate the Software; or (ii) develop a competing product or service based upon the Software. Nothing in this Agreement shall be deemed to grant You, either directly or by implication, estoppel, or otherwise, any license or rights other than those expressly granted in this Section 2.1.

2.2. Rights to Software. By virtue of this Agreement, You acquire only the right to use the Software and do not acquire any other rights or ownership interests. All rights, title, and interest in the Software and any improvements thereto (including without limitation any improvements suggested by You or by Your usage of the Software), shall at all times remain the property of Lucem.

2.3. Services. Lucem shall provide You the following services during the term of Your use of the Software, subject to Lucem's right to discontinue any of the services in Lucem's sole discretion (the "Services"): (i) general instructions on using and installing the Software; (ii) feedback on technical issues based upon logs/algo cache; and (iii) diagnosing software problems related to running the Software. For the avoidance of doubt, Lucem is not responsible for any fees of any kind incurred directly or indirectly by You in the course of utilizing the Software with any third party Forex broker. Lucem does not, and will not, provide You any Forex trading advice, and You agree that You will not ask Lucem for any such advice, in connection with Your use of the Software.

2.4. Third-Party Services. The Lucem Software may be used in conjunction with Third-Party Services, however, Lucem does not endorse or approve such services (i.e., Forex broker), nor provide any guarantee of the performance of the Software due to such use. In some instances, a customer may choose to utilize a percentage allocation money management account ("PAMM Account") in connection with the Third-Party Services. Lucem does not make any representation or warranties with respect to any PAMM Account that you may choose, and you are solely responsible review, manage, and oversee your PAMM Account. Lucem does not manage any Third-Party Services, including, but not limited to, any PAMM Accounts, which are exclusively managed by the Third-Party and You as part of the Third-Party Services. ALL USE OF THIRD-PARTY SERVICES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE THIRD- PARTY SERVICE PROVIDER AND VIA YOUR USE OF ANY SUCH SERVICE. YOU HEREBY RELEASE LUCEM FROM ANY CLAIMS, DAMAGES, COSTS OR FEES RELATED TO SUCH THIRD-PARTY SERVICES AND ACCORDINGLY INDEMNIFY LUCEM AGAINST ANY THIRD-PARTY CLAIMS IN RESPECT THEREOF.

2.5. Prohibited Activities. Without Lucem's express prior written consent in each case, You will not and will not direct nor allow any third party to: (i) transfer, assign, rent, lease, distribute, loan, export, or provide further permission to use the Software to any person, individual, entity or

co-worker (collectively "Person"); (ii) copy the Software, in whole or in part; (iii) decipher, reverse translate, decompile, disassemble or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the Software by any means whatsoever or otherwise reduce the Software into human-readable form; (iv) except as otherwise permitted under this Agreement, modify the Software or incorporate any portion of the Software into any other software or create a derivative work of any portion of the Software; (v) breach the security of the Software or perform any form of scanning, scraping, probing, robotic navigating, bulk extracting or hacking of the Software; (vi) use the Software other than as detailed in the Documentation or otherwise authorized by Lucem in writing; (vii) use the Software for any commercial use; (viii) violate any laws, regulations, contracts or other third-party rights, including but not limited to intellectual property rights, in connection with your use of the Software; (ix) use the Software for any unlawful purpose including, but not limited to, money laundering, terrorist financing, and fraud; or (x) use the Software beyond the subscription scope or create, set-up or design any hardware, Software or system which alters, exceeds, or breaches such scope.

2.6. Compliance with Laws. You represent and warrant to Lucem that You will not use or allow the use of the Software or any portion thereof in violation of applicable laws or regulations. Furthermore, by using the Software, You agree to be bound to the terms of this Agreement.

2.7. Indemnification. You will indemnify and hold Lucem harmless from and against claims, losses, costs (including reasonable attorneys' fees) or liabilities, arising in connection with (i) Your use of the Software; and (ii) Your breach of Your obligations, representations and warranties in this Agreement. Lucem reserves the right, but not the obligation, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Lucem, and You agree to cooperate with Lucem's defense of these claims. You agree not to settle any matter without the prior written consent of Lucem. Lucem will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

2.8. Software Access. To use the Software, You need compatible hardware, software, Internet access (fees may apply), a Forex account with a third-party broker, and other applicable technology. The Software's performance may be affected by these factors. The jurisdiction from where you access the Software may impose additional restrictions on your use of the Software, which is beyond the control of Lucem, and access or use of the Software is not guaranteed. From time to time, Your access and use of the Software may be interrupted for any of several reasons, including, without limitation, updates, repairs or maintenance of the Software or any other actions that Lucem, in its sole discretion may elect to take. Lucem may be required by a government authority to request additional information or documents from You as a user. In that case, Lucem, in its sole discretion, may elect to disable your use of the Software permanently or temporarily.

3. SERVICE TERMS

3.1. Software Description.

3.1.1 Lucem is an algorithmic trading software that is downloaded by the user and connected to the user's self-selected third-party Forex brokerage. The Software allows users to utilize Lucem's algorithmic Forex trading Software based upon the user's specifications and subject to information input by the user. Lucem takes no custody of any user assets. The custodial and exchange/client relationship exists between the client and applicable Forex broker, as selected

by the client. The self-hosted nature of the Software means that You will be solely responsible for the operational security and safety of Your computer systems and/or electronic devices. Lucem's Software allows the customer to execute Forex trading instructions in a more efficient manner, as determined by You.

3.2. Service Usage.

3.2.1 Agreement to Terms. In order to access and use the Software, you must agree to the terms of this Agreement, Lucem's Terms and Conditions, Risk Disclaimer, Disclosures, and all other documents referred to herein.

3.2.2 Account Creation. In order to use certain features of the Software, you must register for an account ("Account") at a third-party Forex broker selected by You. To use the Software, You must be at least 18 years old. You represent and warrant that: (a) all required registration information you submit to Lucem is truthful and accurate; and (b) You will maintain the accuracy of such information. You may stop Your use of the Software at any time, for any reason, by sending Lucem an email at: support@lucem.com. Lucem reserves the right to suspend or terminate your use of the Software connect to Your Account for any reason in its sole discretion. You are responsible for maintaining the confidentiality of Your Account login information and are fully responsible for all activities that occur under Your Account. Lucem will not ask you for Your Account login information, and you agree that you will not provide Lucem with Your Account login information. You agree to immediately notify Lucem of any unauthorized use, or suspected unauthorized use of Your Account, the Software or any other breach of security. Lucem cannot and will not be liable for any loss or damage arising from Your failure to comply with the above requirements.

3.2.3 Processing Payments. Lucem may use third party processors to process payments for the Software. In that case, You will be directed via Lucem's website to an external third party service provider. You understand that by leaving Lucem's website to execute a payment for the Software, the terms of the Privacy Policy will not apply to that third party's website or service, and You shall be subjected to the policies and practices of that third party. Additionally, Lucem, in its sole discretion, may allow for payments by other mechanisms, such as directly from You. In the event that You make payments via any other mechanism, by doing so You are agreeing to the terms of completing such payments.

3.2.4 Suspension or Termination for Non-Payment. If Lucem has not received payment for Your use of the Software, including any up-front payment and/or monthly maintenance fees, and without prejudice to any other rights and remedies of Lucem, Lucem may, without incurring any liability, and with or without notice to You, deny Your ability to use the Software.

3.3. Service Disclaimers

3.3.1 No Investment Advice or Brokerage. For the avoidance of doubt, Lucem does not provide investment, tax, or legal advice, and You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for You based on your personal investment objectives, financial circumstances and risk tolerance. The information provided by Lucem, through its Software, website or through any other method does not constitute investment advice, financial advice, trading advice, tax advice or any other form of advice, and You should not treat any such information as such. Lucem does not recommend that any asset, whether Forex or otherwise, should be bought, earned, sold, or held by You.

Lucem will not be held responsible for the decisions You make to buy, sell, or hold any assets, Forex or otherwise.

3.3.2 No Custody. Lucem does not broker Forex trades on Your behalf and does not take custody of any assets or property owned by You. All transactions undertaken with the Software are executed automatically, based on the parameters of Your order instructions and in accordance with the trade execution procedures of the third-party Forex broker.

3.3.3 No Licenses or Registrations. Lucem is not registered or licensed with any regulator or government authority in any jurisdiction.

3.3.4 Acknowledgement of Risk. As with any asset, the value of Forex assets can increase or decrease and there can be a substantial risk that You lose money buying, selling, holding, or investing in Forex assets. More specifically, each trading strategy employed or suggested by the Lucem Software carries its own specific risks. It is Your responsibility to ensure that You fully understand the risks of any trading strategy and conduct full due diligence to ensure that the Software is suitable for your use. Lucem does not guarantee the success of the Software or the performance of any trading strategy utilized by the Software. You expressly acknowledge and agree that Forex trading is inherently risky, and Your assets are subject to the risk of total loss. In some instances, a customer may choose to utilize PAMM Account at the customer's introducing Forex broker. Lucem does not make any representation or warranties with respect to any PAMM Account that You may choose, and you are solely responsible review, manage, and oversee your PAMM Account and the Third-Party Services You select. You acknowledge that Lucem does not manage any PAMM Account in connection any Third-Party Services. To the extent You open or utilize any PAMM Account, You assume all responsibility to monitor Your investment, the PAMM Account, and the Third-Party Services. You acknowledge and agree that You may lose your entire investment in the PAMM Account, which is managed solely by You and any Third-Party Services you select. You should consult your financial advisor and legal and tax professionals regarding Your specific situation and financial condition and carefully consider whether trading or holding digital assets is suitable for You.

4. YOUR DATA SECURITY AND PRIVACY RESPONSIBILITIES; LICENSE TO YOUR DATA

4.1. Privacy Laws. Certain portions of the Software may analyze and/or access data which may be Your data ("Your Data"). Therefore, the use of the Software may be subject to data protection or privacy laws or regulations in certain jurisdictions ("Privacy Laws"). You are solely responsible for ensuring that Your use of the Software is in accordance with all Privacy Laws.

4.2. Data Usage & Retention. You agree that Lucem may use and maintain Your Data according to the Privacy Policy and the terms of this Agreement, as part of Your use of the Software. Lucem may access or store information in multiple countries, including in countries outside of Your own country, in accordance with any and all applicable laws regarding data privacy and security within and across the countries in which Lucem stores Your personal information.

4.3. License to Use Your Data. You grant to Lucem a non-exclusive, non-transferable, fully paid, irrevocable worldwide license to use all Your Data and related information in connection with Lucem's performance of this Agreement including any and all related Services and other obligations hereunder as well as in connection with Lucem's use of Your Data on an

anonymized basis without restriction. Lucem acknowledges that ownership of and title in and to all intellectual property rights in Your Data is and shall remain exclusively with You.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1. Proprietary Notices. You will not (and will not direct nor allow any third party to) remove any proprietary notices from the Software.

5.2. Proprietary Information. You will hold Lucem's Proprietary Information in strict confidence and shall take all reasonable precautions to protect Lucem's Proprietary Information including the precautions that You use to protect Your own proprietary information, and in no event shall you utilize less than a reasonable standard of care. You further agree not to disclose Lucem's Proprietary Information to any Person. You shall use Lucem's Proprietary Information solely for utilizing the Software in accordance with this Agreement and in no other manner. You shall promptly notify Lucem if You become aware of any breach of these confidentiality obligations. Your obligations under this Agreement not to disclose Proprietary Information does not apply to information that: (i) is already known to You at the time of disclosure and was not obtained, directly or indirectly, from Lucem; (ii) is independently developed by You without reference to or use of the Proprietary Information; (iii) is obtained by You from another source without a breach of any obligation of confidentiality owed by that source to Lucem; or (iv) is or becomes part of the public domain through no wrongful act by You or any party that obtained the information from You. If You are served with a subpoena or other legal process, court, or governmental request or order requiring disclosure, or are otherwise required by law or regulation to disclose, any Proprietary Information, You shall, unless prohibited by law, promptly notify Lucem of that fact and cooperate fully (at Lucem's expense) with Lucem and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing the subpoena, legal process, request, order, or requirement to the extent deemed appropriate by Lucem. You may comply with the subpoena or other legal process or requirement after complying with the foregoing sentence, but only to the extent necessary for compliance.

5.3. Intellectual Property Ownership. You acknowledge and agree that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the Software and the Services including any related modifications, customizations and/or derivatives thereof, as well as any deliverable, product or tangible results, if applicable, developed or provided by or on behalf of Lucem to You, including any program or other application that is designed to integrate, customize and be used with or in combination with the Software, are and shall be owned exclusively by Lucem (collectively "Lucem IP"). You do not acquire any interest, right, or title in the Lucem IP or to any work product associated with the Lucem IP, the Services and/or the Software. Nothing in this Agreement shall constitute or be considered as constituting a transfer or sale or any similar action of any of Lucem's intellectual property rights or any part thereof to You. If you submit to Lucem any creative ideas, suggestions, inventions or other information, such submission shall be the property of Lucem. Such submissions shall not be subject to any obligation of confidentiality on Lucem's part and Lucem shall not be liable for any use or disclosure of the submission. Lucem shall be entitled to unrestricted use of the submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person.

5.4. Remedies. You acknowledge that the unauthorized disclosure of Lucem's Proprietary Information or breach of Lucem's intellectual property rights would cause irreparable harm and

significant injury to Lucem which would be difficult to ascertain. Accordingly, notwithstanding any other provision of this Agreement, You agree that Lucem shall be entitled to equitable relief, including injunctive relief, without the posting of any bond, in addition to all other remedies provided under this Agreement or available at law. Furthermore, You shall indemnify Lucem against any loss and expense (including attorneys' fees) arising due to such unauthorized disclosure of Lucem's Proprietary Information or breach of Lucem's intellectual property rights.

6. WARRANTY

6.1. Information and Data. You are solely responsible for the selection and design of Your electronic devices and information technology systems, adequate protection and backup of all data (including Your Data), and the implementation of the same within Your organization, including as they relate to Your access and use of the Software or the Services. Lucem does not guarantee that the information accessed by or produced with the Software will be accurate or complete. You acknowledge that performance of the Software may be affected by any number of factors, including without limitation, technical failure of the Software, the acts or omissions of third parties and other causes reasonably beyond the control of Lucem.

6.2. NO WARRANTY, DISCLAIMERS. EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, LUCEM PROVIDES THE SOFTWARE AND THE SERVICES TO YOU "AS IS", AND YOUR USE OF THE SOFTWARE IS AT YOUR OWN RISK. FURTHERMORE, YOUR USE OF THIRD-PARTY SERVICES IS SOLELY AT YOUR OWN DISCRETION AND RISK. LUCEM DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, TO ANY PERSON, WITH RESPECT TO THE SOFTWARE AND/OR ANY SERVICES AND/OR THIRD-PARTY SERVICES AND/OR ANY RELATED DOCUMENTATION AND/OR SUBSCRIPTIONS, LICENSES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OF THE SOFTWARE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND TITLE, SATISFACTORY QUALITY, AND SUITABILITY. LUCEM MAKES NO, AND EXPRESSLY DISCLAIMS ANY AND ALL, REPRESENTATIONS AND WARRANTIES AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, AND/OR COMPLETENESS OF ANY INFORMATION ON ITS WEBSITE, WITH THE SOFTWARE, AND/OR THE SERVICES. LUCEM DOES NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIMS THAT: (A) THE USE OF THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) THE SOFTWARE OR LUCEM'S PRODUCTS OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH LUCEM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SOFTWARE AND/OR SERVICES WILL BE CORRECTED, OR (F) THE SOFTWARE, SERVICES OR THE SERVER(S) THAT MAKE THE SOFTWARE AND/OR LUCEM'S WEBSITE AND SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LUCEM ALSO MAKES NO WARRANTY REGARDING NON-INTERRUPTION OF USE OR FREEDOM FROM BUGS, VIRUSES NON-INTRUSION DUE TO HACKING OR OTHER SIMILAR MEANS OF UNAUTHORIZED ACCESS OR THAT

ANY THIRD-PARTY SERVICES WILL BE ERROR-FREE. LUCEM CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE OR THE SECURITY OF YOUR SYSTEMS WHILE YOU ARE UTILIZING THE SOFTWARE AND/OR THE SERVICES (OR ANY THIRD-PARTY SERVICES). NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM LUCEM OR THROUGH THE SERVICES, THE LUCEM WEBSITE OR THE SOFTWARE, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE THROUGH THIRD-PARTY SERVICES AND OVER THE INTERNET AND YOU HEREBY RELEASE LUCEM FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION OR ACCESSING THE SOFTWARE, INCLUDING BUT NOT LIMITED TO A SECURITY BREACH, IN ANY WAY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. YOU AGREE THAT UNLESS REQUIRED BY APPLICABLE LAW, LUCEM HAS NO RESPONSIBILITY TO CONTINUE MAKING THE SERVICES OR THE SOFTWARE AVAILABLE TO YOU, AND LUCEM WILL NOT BE LIABLE TO YOU IF THE SERVICES AND/OR SOFTWARE BECOMES UNAVAILABLE OR INACCESSIBLE OR IF YOUR SYSTEM IS BREACHED AS A RESULT OF UTILIZING THE SOFTWARE OR THE SERVICES (OR ANY THIRD-PARTY SERVICES).

6.3. Basis of Bargain. You recognize and agree that the warranty disclaimers and liability and remedy limitations in this Agreement, including without limitation, in this Warranty Section, have been bargained for and form the basis of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by You under this Agreement and in the decision to enter into this Agreement.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL LUCEM BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF BUSINESS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR LOSS OF USE OR DATA) RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE SOFTWARE, OR ANY LUCEM RELATED SERVICES (OR FROM THE USE OF ANY THIRD-PARTY SERVICES) HOWEVER CAUSED, AND WHETHER BASED ON CONTRACT, TORT, EQUITY OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, EVEN IF LUCEM WAS NOTIFIED OR OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, LUCEM'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW. THE TOTAL AND AGGREGATE LIABILITY OF LUCEM, TAKEN AS A WHOLE, FOR ANY AND ALL CLAIMS RELATED TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION, SHALL NOT EXCEED AN AMOUNT GREATER THAN THE CONSIDERATION ACTUALLY PAID BY YOU TO LUCEM DURING THE TWELVE MONTHS PRIOR TO THE SPECIFIC INCIDENT GIVING RISE TO A CLAIM AGAINST LUCEM. LUCEM DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES AND/OR THE SOFTWARE (OR ANY THIRD-PARTY SERVICES) WILL

BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE LUCEM FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR CREATED THROUGH THE SERVICES OR THE SOFTWARE. LUCEM IS NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THE SERVICES AND THE SOFTWARE.

8. REFUND POLICY

ALL SALES ARE FINAL. NO REFUNDS ARE AVAILABLE FOR THE SOFTWARE OR ANY FEES PAID TO LUCEM. By using Lucem's Software, You acknowledge and agree that all payments made to Lucem are non-refundable. This no-refund policy applies to all fees, including but not limited to initial fees, subscription fees, and maintenance fees. You understand that once a payment has been made to Lucem, it cannot be refunded under any circumstances. You agree that Lucem is not responsible for any Forex trading related losses, and You assume all risks associated with the use of the Software.

9. TERM AND TERMINATION

9.1. Term. This Agreement is effective from the day of its acceptance by You and shall remain effective until terminated in accordance with the provisions of this Section 9.1 (the "Term"). You and Lucem may each terminate this Agreement immediately upon notice to the other party for any reason or no reason. Notwithstanding anything to the contrary in this Agreement, Lucem expressly reserves the right to terminate this Agreement at any time, with or without notice, for any reason and You acknowledge and agree that Lucem shall have no liability or obligation to You in such event and that You will not be entitled to a refund of any amounts that You have already paid to Lucem. Upon termination of this Agreement, Your use of the Software and Services shall terminate, and You shall return to Lucem the Software, if applicable, all Documentation and any copies thereof or related materials in Your possession, and, upon request, certify to Lucem Your compliance with the provisions of the same.

9.2. Survival. The following Sections shall survive termination or expiration of this Agreement: Sections 2, 3, 4, 5, 6, 7, 9, 10, and 11.

10. GOVERNING LAW AND ARBITRATION

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be pursued in accordance with the terms set forth in this Section 9.2. Any confirmation and/or vacatur proceedings, as appropriate, shall be instituted in the federal courts of the United States or the courts of the State of Florida in each case located in the County of Palm Beach, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document shall be made in accordance with the Federal Rules of Civil Procedure and/or the Florida Rules of Civil Procedure, as appropriate. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts, as limited herein, and irrevocably waive and agree not to plead or claim in any such court that any such

suit, action or proceeding brought in any such court has been brought in an inconvenient forum, limited to the matters set forth herein.

10.2 Arbitration. You agree that any dispute, claim, or controversy arising in connection with or relating in any way to Lucem, this Agreement, Your use of the Services and/or the Software shall be submitted to and determined by binding arbitration administered by the Financial Industry Regulatory Authority ("FINRA") and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitrator(s) shall have the power to rule upon its/their own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement. In addition to any other remedies available at law or in equity, the Arbitrator(s) is expressly empowered by the parties to grant the remedies of specific performance and injunction, as may be necessary to enforce the provisions of this Agreement. Decisions and determinations of the Arbitrator(s) shall be enforceable in any court of competent jurisdiction. Any arbitration shall take place in Boca Raton, Florida. There will be no judge or jury in the arbitration proceeding and court review of an arbitration award is limited. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone other than the parties to the arbitration. This arbitration provision will survive termination of this Agreement. YOU AND LUCEM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both You and Lucem agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

10.3 YOU AND LUCEM EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) RELATING TO LUCEM; (II) ARISING UNDER THIS AGREEMENT; OR (III) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. YOU AND LUCEM EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY BINDING ARBITRATION.

11. MISCELLANEOUS

11.1 Assignment. You may not assign Your rights or obligations under this Agreement without the prior written consent of Lucem. Lucem may assign this Agreement or its rights and obligations hereunder without any prior consent from You.

11.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision of this Agreement will be enforced to the maximum extent permissible so as to affect the original intent of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect.

11.3 Entire Agreement. This Agreement, the Privacy Policy, Lucem's Terms and Conditions, Disclosures, Risk Disclaimer and any other agreements accessed in relation to the Software and/or the Services, and any documentation referenced herein, set forth the entire understanding and agreement between You and Lucem regarding the subject matter hereof.

11.4 Communication Preferences. Lucem may notify You with respect to the Software and the Services by sending you electronic communications. By accessing the Software, You consent to receive electronic communications from Lucem. Lucem may also send you promotional communications. You are not required to receive this content as a condition of using the Software. With the possible limited exception of certain important messages about the Software or administrative matters, You may opt out of these communications by notifying Lucem in writing.

11.5 Third-Party Beneficiaries. This Agreement is intended for the sole benefit of You and Lucem and is not intended to confer third-party beneficiary rights upon any other person or entity.

In the event of legal or regulatory actions or proceedings brought against a Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to reimbursement of all reasonable attorneys' fees and expenses incurred in connection with the defense of such actions or proceedings (including all appeals thereof). For purposes of this Section, the prevailing Party shall be determined by the balance of relief granted to either Party.

To the extent permitted by applicable law, the parties mutually agree to waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or the Lucem Offerings.

All product tests, quality control, and reviews conducted by You shall be at Your expense. Any unsolicited product tests, reviews of the Software that You may provide to Lucem shall be owned by Lucem, without royalty, attribution, or any other payment due to You, and may be modified and used by Lucem in its marketing, advertising, or any other lawful purpose. You agree to waive all moral rights in any review and/or feedback that you may provide to Lucem.