



## **Digital Asset Spot Market Clearing Member Agreement**

PLEASE CAREFULLY READ AND MAKE SURE YOU UNDERSTAND THIS AGREEMENT (“AGREEMENT”), INCLUDING ALL DOCUMENTS, DISCLAIMERS, AND DISCLOSURES INCORPORATED BY REFERENCE, BEFORE CLICKING “I ACCEPT” TO INDICATE YOUR AGREEMENT TO BE BOUND BY THIS AGREEMENT. CLICKING THE “I ACCEPT” BUTTON IS THE LEGAL EQUIVALENT OF YOU MANUALLY SIGNING THIS AGREEMENT.

### **INTRODUCTION**

This ErisX Account is being introduced to Eris Clearing, LLC (“Eris Clearing”) and Eris Exchange, LLC (“Eris Exchange”) (collectively referred to herein as “ErisX”) by TD Ameritrade Futures & Forex LLC (“TD Ameritrade”) as agent for ErisX (“Agent”). By agreeing to this Agreement, You are authorizing TD Ameritrade to act as Agent for the purposes of purchasing, selling, and/or exchanging digital assets or spot market cryptocurrency products on your behalf on and through ErisX. Moreover, by agreeing to this Agreement, You acknowledge you are becoming a clearing member of Eris Clearing and participant on Eris Exchange and Your Account with ErisX is open exclusively for the purposes of trading, clearing, and settling spot market digital asset products offered, by ErisX. Before You can become a Member of ErisX and trade spot market digital asset products offered by ErisX, You must read and agree to be bound by the terms and conditions of this Agreement, including all documents, disclaimers, and disclosures incorporated by reference.

### **DEFINITIONS**

**Access Materials:** The unique username and password as well as necessary multi factor authentication software, hardware or application necessary to access Your ErisX Account through the TD Ameritrade Systems, as defined below, or otherwise.

**Affiliates:** This includes, for a referenced entity, all officers, directors, agents, parent companies, subsidiaries, joint ventures and employees, where applicable.

**Agreement:** This document and the following documents incorporated herein by reference: ErisX Rules, ErisX Privacy Policy, ErisX Risk Disclosure Statement, and ErisX Terms of Use (collectively referred to herein as the “Disclosure Documents”), each as may be supplemented by additional documents and amended from time to time.

**Application:** The ErisX electronic form by which a Customer provides to TD Ameritrade and ErisX his/her personal information, including, but not limited to, tax identification or national identification number, legal name, address, date of birth, principal occupation, risk tolerance, investment objectives, email address, telephone number, and any subsequent



updates or changes to said personal information. The Application also includes all of the terms, conditions, and representations incorporated into this Agreement.

**Clearing Member:** For purposes of this Agreement, an individual that has met all the requirements of, and been approved as, a Clearing Member of Eris Clearing to trade for the Clearing Member's own ErisX Account and benefit on and through ErisX, and is bound by this Agreement and the ErisX Rules, as may be amended from time to time.

**Customer:** For purposes of this Agreement, an individual that has met all the requirements of, and been approved as, a Customer of TD Ameritrade, as Agent, and Eris Clearing, as Clearing Member, to trade, clear, and settle trades for the Customer's own ErisX Account and benefit, on ErisX through the TD Ameritrade System, and is bound by this Agreement and the ErisX Rules, including any subsequent amendments thereto.

**ErisX:** The digital asset spot market and settlement offering through Eris Exchange and Eris Clearing, where Customers may trade, clear, and settle spot market digital asset products, on ErisX through the TD Ameritrade System.

**ErisX Account:** This term refers to the relationship between You and ErisX established to provide You with access to trade and settle products on ErisX through the Systems as well as to deposit funds (including, without limitation, U.S. dollars and digital or crypto assets) and engage in other financial transactions associated with such relationship. The ErisX Account is in Your name, and any and all activity in such ErisX Account must be limited to activity exclusively for Your benefit.

**Eris Clearing:** Eris Clearing, LLC, a Delaware limited liability company with its principal place of business in Chicago, Illinois.

**Eris Exchange:** Eris Exchange, LLC, a Delaware limited liability company with its principal place of business in Chicago, Illinois.

**ErisX Rules:** This includes the Eris Clearing Rulebook, the Eris Exchange Rulebook, or both Rulebooks, as the context requires.

**ErisX System:** This is the entirety of systems that gives Customers access to the ErisX electronic trade matching system for trading spot market digital asset products, and the ErisX clearing system for the clearing and settlement of the same, pursuant to the terms and conditions stated in this Agreement and in the ErisX Rules. This term includes, without limitation, the ErisX website, and any related services offered by ErisX, and its third-party service providers.

**Sanctioned Party or Sanctioned Parties:** A natural person or entity that is (i) identified on the Specially Designated Nationals and Blocked Persons List of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") ("Restricted Persons"), (ii) 50% or more owned by Restricted Persons, (iii) located in a country or territory subject to comprehensive economic sanctions administered by OFAC ("Restricted Country or



Territory” or “Restricted Countries or Territories”), (iv) owned or controlled by the governments of Restricted Countries or Territories, (v) subject to OFAC restrictions where such restriction prohibits a specific activity which would in turn prohibit the party from trading on ErisX or settling a transaction at ErisX through TD Ameritrade, (vi) subject to restrictions administered or imposed by a state or government authority authorized to issue economic sanctions and blocking measures that has jurisdiction over a Customer (each a “Sanctioning Body”) or (vii) acting on behalf of any of the foregoing.

**Systems:** This is the entirety of the ErisX and TD Ameritrade Systems.

**TD Ameritrade:** TD Ameritrade Futures & Forex LLC, a Delaware limited liability company with its principal place of business in Chicago, Illinois. Pursuant to the Agency and Services Agreement, as may be amended from time to time, TD Ameritrade will act as Agent for ErisX. This designation may be revoked by ErisX at any time.

**TD Ameritrade System:** This is the entirety of systems offered and maintained by TD Ameritrade that gives Customers access to the ErisX System, pursuant to the terms and conditions stated in this Agreement. These systems include, without limitation, the TD Ameritrade website, TD Ameritrade’s electronic connectivity to the ErisX System, and any related services offered by TD Ameritrade, and its third-party service providers.

**You or Your:** These terms refer to the individual executing this Agreement who is the Member Customer or applicant for an ErisX Account.

Other capitalized terms are defined as set forth in the text of this Agreement.

*In consideration of ErisX providing a market to enable You to trade, clear and settle products offered through ErisX for Your own ErisX Account utilizing the Systems, You hereby agree as follows:*

## **ACKNOWLEDGEMENTS AND AUTHORIZATIONS**

(a) You authorize ErisX to take whatever actions are necessary to execute, clear, and settle orders entered into the Systems for Your ErisX Account.

(b) You authorize ErisX to rely upon any instruction received through use of Your Access Materials without further inquiry, and ErisX and TD Ameritrade shall not be liable to You for any instruction thus received, even if such orders were not authorized by You. You accept full responsibility for monitoring Your ErisX Account to ensure that trades have been executed correctly and to ensure that no unauthorized trading is occurring in Your ErisX Account.

(c) You acknowledge that ErisX and TD Ameritrade are not responsible for any of Your errors or negligent use of the Systems, including Your negligence related to the confidentiality of Your Access Materials, and will not cover any losses relating to such improper or negligent use of Your Access Materials.



(d) You may not give control over Your ErisX Account to any other person or entity and You may not control the ErisX Account of any other Customer. You shall maintain the confidentiality of Your Access Materials and prevent the unauthorized use of Your Access Materials at all times. If You become aware of any deliberate or inadvertent disclosure, loss, theft or unauthorized use of Your Access Materials, You must notify TD Ameritrade immediately and request new Access Materials.

(e) You may not access or attempt to access the Systems using the Access Materials of any other Customer, or permit any other person or entity to access or attempt to access the Systems using Your Access Materials.

(f) Any and all materials that ErisX and/or TD Ameritrade provides to You in connection with the Systems are the property of ErisX and/or TD Ameritrade, and are intended for Your sole and individual use.

(g) You agree that any amounts owed to You by ErisX will be deemed to have been paid when deposited by any form of payment, including digital asset or wire transfer, into one or more ErisX Accounts identified with Your ErisX Account.

(h) You agree that all communications with ErisX and TD Ameritrade, including keystrokes entered by You on the Systems, and any telephone calls between You and ErisX and/or TD Ameritrade may be recorded without further notice, and such recordings may be provided to regulatory authorities (in conformance with applicable laws and regulations) and used as evidence in the event of any dispute between You and ErisX and/or TD Ameritrade. Such recordings will be and shall remain the property of ErisX and/or TD Ameritrade, and will, in the absence of manifest error, be accepted by You as evidence of the communications so recorded. The period of retention of such recordings shall be at the discretion of ErisX and/or TD Ameritrade, which will act in conformity with applicable laws and regulations.

(i) In the event that You cease to be a Customer for any reason, You acknowledge that any amounts owed to ErisX that remain unpaid in excess of 30 days may be submitted to a third-party collection agency. ErisX reserves the right to pursue any and all allowable legal action, whether criminal or civil, against You to recover losses incurred, including attorney's fees and other legal expenses, and any other remedies permitted by law. You consent to the subrogation of any and all of ErisX's rights under this Agreement to TD Ameritrade. Without limiting the foregoing, you consent to ErisX's assignment of any of its rights to collect any amounts owed by You under this Agreement to TD Ameritrade.

(j) You acknowledge and agree that ErisX and TD Ameritrade do not and will not provide You with any legal, tax, estate planning or accounting advice.

(k) You acknowledge and agree that ErisX and TD Ameritrade do not and have not advised You as to the suitability, profitability or appropriateness for You of any investment, digital asset, financial product, investment strategy or other matter. Specifically, You acknowledge and agree that ErisX and TD Ameritrade have not undertaken and will not undertake an



independent evaluation of whether spot market digital asset transactions or any transaction entered into by You is appropriate for You. You are solely responsible for all determinations in this regard.

(l) You acknowledge that any information provided by ErisX or TD Ameritrade will not be used or considered by You as a recommendation, an offer or a solicitation of an offer, to buy, sell or hold a particular digital asset or pursue any investment strategy.

(m) You acknowledge and agree that all market information, including without limitation, market prices, volumes, opening and closing prices and ranges, high-low price, settlement price, current bid and ask prices, last sale prices, price limits, and volume data, that you access through the Systems, as well as information derived from any of the foregoing, is the property of ErisX and is provided to You solely in connection with this Agreement, and You may not publicly disseminate, retransmit or otherwise distribute such information to any third-party for profit or otherwise without the written consent of ErisX.

(n) You acknowledge that ErisX and TD Ameritrade neither assume responsibility nor guarantee the accuracy, completeness or usefulness of information, commentary, recommendations, advice, investment ideas or other materials that may be accessed by You through ErisX and TD Ameritrade Systems. This includes, but is not limited to, bulletin boards, website links, quotes, market prices, last trade information, message boards, chat services or other online conference or telecast by third-party providers through ErisX and TD Ameritrade Systems. If You rely on such information, You do so solely at Your own risk.

(o) You acknowledge and agree that You will, following a request by ErisX or TD Ameritrade, promptly provide to ErisX or TD Ameritrade, as the case may be, financial or other information as either entity may reasonably request or as may be required for either entity to respond to a request for information from any regulatory or judicial body.

(p) You acknowledge and agree that all activity on the Systems and all services performed by ErisX and/or TD Ameritrade, including, but not limited to, any settlement service, take place in the United States and are subject to the jurisdiction of the United States.

(q) You acknowledge that an affiliate of TD Ameritrade has an investment interest in ErisX.

(r) You acknowledge and agree that before clicking “I Accept”, You will have read and understood all ErisX Rules and terms governing the use of the ErisX System.

(s) You acknowledge and agree that before clicking “I Accept”, You will have read and understood the ErisX Privacy Policy found on the [ErisX website](#). If You object to Your information being transferred or used in any of the ways stated in the ErisX Privacy Policy, do not click “I Accept” and do not continue Your Application. You agree that TD Ameritrade and ErisX may share, with each other, any information either entity possesses, whether obtained orally or in written form, about You.



(t) You acknowledge and agree that before clicking “I Accept”, You will have read and understood the ErisX Risk Disclosure Statement and all Disclosure Documents. Without limiting the foregoing, you expressly acknowledge that trading cryptocurrency entails a high degree of risk.

(u) You acknowledge and agree that once You have completed the online Application, and click “I Accept” to all of the documentation contained therein, You will have electronically signed the entire Application and are legally bound by all of the terms and conditions contained therein.

### **FEES AND OTHER CHARGES**

You acknowledge that ErisX will pay a portion of its fees to TD Ameritrade and agree to pay, and authorize ErisX to withdraw from Your ErisX Account:

(a) any fees or charges associated with any transactions executed on the ErisX System for Your ErisX Account at such rate as is posted on ErisX System, ErisX website, incorporated into the ErisX Rules or otherwise made available to You and in effect at the time the transaction is executed;

(b) any costs or expenses incurred by ErisX in connection with Your ErisX Account, including, but not limited to, any non-sufficient funds charges or charges imposed by ErisX’s settlement bank; and

(c) any other charges agreed upon between You and ErisX.

### **ERISX INVESTMENT OF MEMBER’S FUNDS**

EXCEPT AS PROHIBITED BY STATUTE OR REGULATION, ALL FUNDS IN YOUR ERISX ACCOUNT OR OTHERWISE HELD BY ERISX ON YOUR BEHALF MAY, FROM TIME TO TIME, WITHOUT NOTICE TO YOU, BE CO-MINGLED WITH THE PROPERTY OF OTHER MEMBERS OR BE INVESTED BY ERISX, SEPARATELY OR WITH ANY OTHER PROPERTY, CONSISTENT WITH ANY APPLICABLE STATUTE AND REGULATION. UNLESS OTHERWISE AGREED TO, ERISX SHALL RETAIN ANY INCOME RESULTING FROM SUCH INVESTMENTS. ERISX SHALL BEAR SOLE RESPONSIBILITY FOR ANY LOSSES RESULTING FROM SUCH INVESTMENTS.

### **THE ERISX ELECTRONIC TRADING SYSTEM**

(a) ErisX is making available to You access to the ErisX System through TD Ameritrade for trading certain digital asset or spot market cryptocurrency products under the terms and conditions stated in this Agreement, the ErisX Rules and Terms of Use.

(b) You understand that the ErisX System through TD Ameritrade may be accessed only electronically.



(c) No Liability. You understand that while electronic access generally is dependable, technical problems or other conditions may delay or prevent You from accessing Your ErisX Account or entering or canceling an order on the ErisX System through TD Ameritrade, or may delay or prevent an order transmitted to the ErisX System through TD Ameritrade from being executed.

ERISX AND TD AMERITRADE, THEIR RESPECTIVE AFFILIATES, AND THEIR RESPECTIVE SOFTWARE, HARDWARE, AND SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU FOR, AND YOU AGREE NOT TO HOLD OR SEEK TO HOLD ANY OF THEM LIABLE FOR, ANY TECHNICAL PROBLEMS; SYSTEMS' FAILURES OR MALFUNCTIONS; SYSTEMS' ACCESS OR CAPACITY PROBLEMS; HIGH INTERNET TRAFFIC; INTERRUPTIONS DUE TO SCHEDULED OR UNSCHEDULED MAINTENANCE, UPGRADING OR REPAIRS; SECURITY BREACHES OR UNAUTHORIZED ACCESS BEYOND THE REASONABLE CONTROL OF ERISX OR TD AMERITRADE; ANY FORCE MAJEURE EVENT; AND OTHER SIMILAR PROBLEMS AND DEFECTS.

(d) Some of the information available on the Systems is produced by ErisX, and some is provided by various independent sources believed by ErisX and TD Ameritrade to be reliable ("Information Providers"). Although ErisX and TD Ameritrade believes the Information provided by the Information Providers through the ErisX and/or TD Ameritrade Systems is complete and correct, the accuracy of the Information cannot be guaranteed and any reliance by You on such information is done solely at Your own risk.

(e) You acknowledge that information concerning Your trading and ErisX Account activity, the quotes, market and trading news, charts, trading analysis and strategies, and other information that may be provided from time to time (collectively referred to as the "Information"), is the property of ErisX, TD Ameritrade, and/or the Information Providers or others, and may be protected by copyright. You agree not to reproduce, retransmit, disseminate, sell or distribute the Information in any manner without the express written consent of ErisX, TD Ameritrade, and the relevant Information Provider(s), and not to use the Information for any unlawful purpose.

(f) You shall be responsible for providing and maintaining the means by which You will access the Systems, which may include a personal computer, modem, internet access and telephone or other access line and necessary multi-factor authentication method. You are responsible for all access and service fees necessary for You to connect to the Systems and You are responsible for all charges incurred by You in accessing the Systems.

## **ELECTRONIC COMMUNICATION WITH CUSTOMERS**

ErisX or TD Ameritrade may communicate with You by posting information to Your ErisX Account. In addition, ErisX or TD Ameritrade may communicate with You through electronic mail ("email") to the email address registered with Your ErisX Account, or with regard to non-private information by posting to the TD Ameritrade or ErisX websites and/or



the Systems. You consent to receive all communications from ErisX and TD Ameritrade by email or through other electronic means, including, without limitation, confirmations, amendments to this Agreement, amendments to the ErisX Rules and policies, notices, and any correspondence relating to Your ErisX Account, and You agree to be bound by all communications contained therein regardless of which of the foregoing methods such communication is made.

You shall be deemed to have received any such communications sent to Your current email address and/or posted on the ErisX or TD Ameritrade websites and/or on the Systems. It is Your responsibility to check Your email account, the ErisX and TD Ameritrade websites, and the Systems, particularly the sections dedicated to member and regulatory notices, on a regular basis while You remain a Customer.

**You must notify TD Ameritrade of any discrepancy within 24 hours.**

In order to continue to be a Customer and to access the Systems, You are required to maintain an active email account and necessary multi-factor authentication capability, which may include hardware, software or other applications. You may not share said email account or multi-factor authentication materials with anyone. You agree that ErisX and TD Ameritrade may rely on any instructions or information received from You through your email account, or received through the Systems by any person using Your Access Materials. You agree to inform TD Ameritrade immediately if the email address that You provided to ErisX and TD Ameritrade, and/or any of Your Access Materials, have changed or been compromised.

**ELECTRONIC SIGNATURES**

Your intentional action in electronically signing this Agreement is valid evidence of Your consent to be legally bound by this Agreement, including the mandatory arbitration clause included herein, all documents, disclaimers, and disclosures incorporated herein by reference, including, without limitation, ErisX Rules, ErisX Privacy Policy, ErisX Risk Disclosure Statement, ErisX Terms of Use, and all Disclosure Documents as that term was defined above, each as may be supplemented by additional documents amended from time to time, and Your relationships with ErisX and TD Ameritrade. The use of an electronic version of the Agreement fully satisfies any requirement that such Agreement be provided to You in writing. You acknowledge that You may access and retain a record of the documents that You electronically sign upon written request.

You are solely responsible for reviewing and understanding all of the terms and conditions contained in the Agreement and any related documents, including the Application. 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 ErisX or TD Ameritrade websites, and/or on the Systems. You acknowledge and agree that ErisX may modify this Agreement and the Application, in whole or in part, from time to time and You agree to consult the ErisX or TD Ameritrade websites,





and/or the Systems, from time to time, for the most up-to-date Agreement. Your use of the Systems following the posting of an amendment to this Agreement shall constitute your agreement to such amendment.

The electronically stored copy of this Agreement and the Application is considered to be the true, complete, valid and authentic, and enforceable record of the Agreement and the Application, admissible in any judicial, administrative, disciplinary or arbitration 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 ErisX's and/or TD Ameritrade's electronically stored copy of the Agreement or Application in any proceeding arising out of the terms and conditions of the Agreement or Application.

## **REPRESENTATIONS AND WARRANTIES**

You hereby represent and warrant that:

(a) You are a natural person, You (i) reside in the United States or one of the acceptable regions identified on the ErisX website, (ii) maintain an account with TD Ameritrade, in Your name, that You will use (a) to fund Your ErisX Account or (b) to facilitate funding from Your ErisX Account with an affiliated company of TD Ameritrade to Your ErisX Account, and (iii) are at least the age of majority in the state in which you reside if You reside in the United States or its territories. Notwithstanding that TD Ameritrade may facilitate funding Your ErisX Account from an account held at a company affiliated with TD Ameritrade, such transfer will be done solely at your request.

(b) You are entering into this Agreement, and all activity in Your ErisX Account shall be, for Your sole benefit. You are not acting in any capacity – employee, agent, or otherwise – for any other person, nor does any other person, whether known or unknown to ErisX, have an interest in Your ErisX Account;

(c) You are not a Sanctioned Party, nor are You acting in any capacity, directly or indirectly, on behalf of any Sanctioned Party. All assets, monies, funds and property (digital or otherwise) that You deposit with ErisX are Yours and have not been received directly or indirectly from any Sanctioned Party;

(d) Placing orders on the Systems does not and will not violate any governing documents, applicable law, or any judgment, decree, order or agreement to which You are subject, and this Agreement is binding on and enforceable against You in accordance with its terms;

(e) You will not trade or otherwise act on behalf of any other person in placing orders on the ErisX System, including by allowing any person not disclosed on the Application to have an economic interest in the trades placed by the Customer;

(f) You have carefully read the ErisX Risk Disclosure Statement and all other Disclosure Documents and determined that entering into digital asset or spot market cryptocurrency transactions, or any other transactions entered into on the Systems, is suitable and



appropriate for You;

(g) All information provided to ErisX and TD Ameritrade as part of Your Application is true, accurate and complete; and

(h) You shall promptly notify TD Ameritrade, in writing, if any of the representations and warranties in this Agreement materially change or cease to be true and correct.

#### **NO WARRANTY**

YOU UNDERSTAND THAT ERISX AND TD AMERITRADE, AND THEIR RESPECTIVE AFFILIATES, AND THEIR SOFTWARE, HARDWARE, AND SERVICE PROVIDERS PROVIDE THE SYSTEMS “AS IS” AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. ERISX AND TD AMERITRADE, AND THEIR RESPECTIVE AFFILIATES AND THEIR SOFTWARE, HARDWARE AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### **MANDATORY ARBITRATION**

Any controversy or claim arising out of or in connection with this Agreement or the performance or breach hereof, or relating to Your ErisX Account, including any claim against ErisX, an ErisX settlement bank, or any other ErisX Customer, shall be settled by arbitration as set forth in the ErisX Rules.

#### **TERMINATION**

This Agreement may be terminated by You, TD Ameritrade, or ErisX at any time by giving written notice to the other party. In the event of such termination, ErisX and TD Ameritrade reserve the right to liquidate all outstanding positions in Your ErisX Account in such manner as ErisX or TD Ameritrade sees fit in accordance with ErisX Rules. The termination of this Agreement will not prejudice any accrued rights or obligations relating to any transaction effected prior to termination, or any right or remedy available to ErisX and TD Ameritrade. If, at the time of termination of this Agreement, You owe any amount to ErisX, ErisX may retain or keep possession of the portion of any balances or instruments in Your ErisX Account in satisfaction of such amounts owed by You to ErisX or until You otherwise pay all amounts owing to ErisX. The obligations of confidentiality, the warranty exclusions, the limitations of liability, the assignment of Ideas provision, the mandatory arbitration provision, and choice of law provision stated in this Agreement will survive termination.

ErisX and TD Ameritrade reserve the right, in their sole discretion, to terminate Your ErisX Account or to block or limit access to ErisX and/or TD Ameritrade systems for any reason allowable under applicable law.

#### **CHOICE OF LAW**



THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND ALL DISPUTES HEREUNDER SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF ILLINOIS AS APPLIED TO CONTRACTS MADE AND TO BE PERFORMED IN ILLINOIS, WITHOUT APPLYING CONFLICT OF LAW RULES.

## MISCELLANEOUS

**(a) Order of Precedence.** In the event of any conflict among this Agreement and any of the documents incorporated herein by reference, the following order of precedence will apply: ErisX Rules; this Agreement itself (excluding documents, disclaimers, and disclosures incorporated herein by reference); ErisX Terms of Use; and the ErisX Privacy Policy.

**(b) Assignment.** Customer may not assign (directly, by operation of law, or otherwise) this Agreement or any of his or her rights and/or obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of ErisX and its respective successors and assigns, You and Your legal representatives, executors, trustees, administrators, and (if an assignment cannot be prohibited) Your successors and assigns.

**(c) Severability.** If any part, term, or provision of this Agreement is held by any court or body of competent jurisdiction to be illegal or in conflict with any laws or regulations, a modified provision shall be substituted which carries out as nearly as possible the original intent of the parties and the validity of the remaining portions or provisions shall not be affected or impaired.

**(d) Entire Agreement.** This Agreement, including all documents incorporated herein by reference, is intended as the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, relating to the subject matter hereof. There are no terms, conditions or obligations other than those contained herein and those incorporated by reference. Notwithstanding the above, You acknowledge that from time to time You may enter into certain additional agreements with, or receive certain disclosure documents from ErisX and TD Ameritrade, and such other agreements or documents shall be valid and binding upon You as a Customer of ErisX.

**(e) Amendment.** This Agreement may be amended unilaterally by ErisX upon written 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.



(f) **Waiver.** Failure of ErisX or TD Ameritrade, on the one hand, or You, on the other hand, to enforce compliance with any provision of this Agreement shall not constitute a waiver of such provision unless accompanied by a clear written statement that such provision is waived. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply herein shall be cumulative, and the exercise of any right or remedy provided herein or at law or equity shall not preclude the exercise of additional rights and remedies provided by law or equity.

BY CLICKING “I ACCEPT”, 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.