

OMEN FUNDED TRADING TERMS OF SERVICE

Last Modified: May 27, 2026

Welcome to Omen Funded Trading! These terms of service (“Terms”) outline the terms and conditions that apply to your use of products and services provided by Dory Trade Co. Ltd (“Dory”, the “Company”, “Omen Funded Trading”, “we”, “our”, and “us”), a Cayman Islands exempted company doing business as Omen Funded Trading. The Company’s primary business is as a proprietary trading vehicle engaged in the business of proprietary trading, using trading signals developed by traders and using technology which is licensed to the Company by a third-party platform licensor (the “Platform Licensor”). Omen Funded Trading is made available through our websites, including nemotrading.xyz or any successor URL and any other websites we provide (each, a “Website”), or products, services and/or mobile applications (such mobile applications, each an “App”) each operated or made available by the Company (collectively with the Website, the “Platform”). These Terms apply to everyone that uses the Platform and users of the Platform Services (as defined in Section 1 below) (collectively referred to as “you” or “your”).

These Terms are a legally binding contract between you and Dory regarding your use of the Platform. These Terms may be in addition to or supplement any additional terms, conditions, or agreements that you may have to agree to when using the Platform (“Supplemental Terms”). By clicking the “I accept” or respective check-box in connection with or relating to these Terms, and using our Platform, you confirm that you have read, accept without modifications, and agree to be bound by these Terms, which we may update or amend from time to time as set forth herein. We will provide notice of any material changes to these Terms. To the extent there is a conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control solely for the issue in direct conflict with these Terms and solely with respect to such Supplemental Terms.

We may, in our sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. Any updates or amendments to these Terms shall be effective if and when a new version is posted onto the Platform or when a notice is provided to you for material changes. You agree that the posting of any such changes on the Platform and/or sending any such changes to you by email or other electronic means constitutes reasonable and sufficient notice. Any such material amendment will be effective as of the “last modified” date specified by Dory at the top of this page. Your continued use of the Platform (including any updates or other versions thereof) constitutes your acceptance of the new Terms. If you do not agree to these Terms (or any updates to or modified versions thereof), you should discontinue use of the Platform immediately.

BY REGISTERING AND USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE (OR THE AGE OF MAJORITY IN WHICH YOU CAN ENTER INTO LEGALLY BINDING CONTRACTS IN THE JURISDICTION WHERE YOU ARE USING THE PLATFORM OR PLATFORM SERVICES, AS APPLICABLE) OR OLDER. INDIVIDUALS UNDER THE AGE OF MAJORITY ARE NOT PERMITTED TO USE OUR PLATFORM OR PLATFORM SERVICES.

THIS PLATFORM AND PLATFORM SERVICES MAY NOT BE AVAILABLE IN JURISDICTIONS WHERE DORY, INCLUDING ANY DORY AFFILIATE OR PLATFORM LICENSOR, IS NOT PERMITTED TO PROVIDE THE APPLICABLE PLATFORM SERVICE UNDER APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR PLATFORM, OR WITH ANY PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE PLATFORM AND PLATFORM SERVICES.

The content on our Platform has been prepared for informational purposes ONLY, and is not intended to provide, and should not be relied on for, investment, tax, legal or accounting advice.

You agree that these Terms are the legal equivalent of a signed, written contract and constitute a legally binding agreement between Dory and you, as a user of the Platform, that you have read these Terms, and accept, understand and will be bound by them.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR PLATFORM CAREFULLY. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 23 (THE “ARBITRATION AGREEMENT”) AND A CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTIONS 23.6 AND 23.7 (THE “CLASS ACTION/JURY TRIAL WAIVER”) THAT REQUIRE THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (AS DEFINED BELOW), YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

1. Scope of Agreement

1.1. Scope. By accessing and/or using the Platform, you agree to these Terms. These Terms apply to any use of the Platform including (1) when you register a user account; (2) when you sign up for, receive, or use any products or services available through the Platform, including but not limited to messaging, data, research, trading, and other services provided through the Platform (“Platform Services”) and (3) when you use the Platform as a guest or visitor.

1.2. Platform Services. The Omen Funded Trading Services (as defined in Section 26 below) constitute Platform Services under these Terms, and the Funded Trading Platform (as defined in Section 26 below) constitutes part of the Platform. In the event of any conflict between Section 26 and the remaining provisions of these Terms with respect to the Omen Funded Trading Services or the Funded Trading Platform, Section 26 shall control solely with respect to the Omen Funded Trading Services. To the extent Section 26 is silent on a matter addressed in the remaining provisions of these Terms, such remaining provisions shall apply.

2. Your Use of the Platform and Platform Services

2.1. Access and License. Unless otherwise specified, we grant you a non-exclusive, non-transferable, freely revocable limited right to access, use and display the Platform and the

material provided therein, and any additional Platform Services that you subscribed to, for your personal, noncommercial use, provided that you comply fully with the provisions of these Terms and any Supplemental Terms. You acknowledge that Dory's ability to provide access to the Platform is subject to the terms of Dory's license from the Platform Licensor, and Dory reserves the right to modify or discontinue the Platform and/or Platform Services, in whole or in part, to the extent required by the terms of such license. You agree not to assign, transfer or sublicense your rights as a registered user of the Platform and the Platform Services. You understand that only you may use your user account and password, and that your use of our Platform and Platform Services is only valid for your personal, noncommercial use and may not be shared with others.

2.2. Binding Terms. By using the Platform and/or the Platform Services, you agree to be legally bound and to abide by these Terms. If you do not comply with these Terms at any time, we reserve the right to permanently or temporarily suspend, cancel or terminate your password, user account, and/or access to the Platform (or any part thereof) and/or the Platform Services, with or without cause and without liability. Upon their termination for any reason or no reason, you continue to be bound by these Terms.

2.3. Your Decisions. You are solely responsible for evaluating the merits and risks associated with the use of the Platform, any Content (as defined below) on the Platform, and any Platform Services before making any decision based upon the same.

2.4. Separate Agreements. Your election to engage any Platform Services is subject to your eligibility, explicit enrollment, and acceptance of a separate agreement, including any Supplemental Terms, applicable to the Platform Services for which you choose to enroll.

2.5. Changes. At our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Platform or Platform Services, including, but not limited to: (i) restricting the time the Platform and/or Platform Services are available, (ii) restricting the amount of use permitted, (iii) restricting or terminating any user's right to use the Platform and/or any of the Platform Services, and (iv) making changes required by the terms of our license from the Platform Licensor.

2.6. Suspension and Termination. You agree and acknowledge that any termination or cancellation of your access to, or use of, the Platform and/or the Platform Services may be effected without prior notice. If you do not abide by these Terms, except as we may otherwise provide from time to time, you agree that we may immediately and permanently or temporarily suspend, deactivate or delete your user account and all related information and/or files in your user account and/or bar any further access to such information and/or files, our Platform (or part thereof) and/or the Platform Services. Further, you agree that we shall not be liable to you or any third party for any suspension, termination, cancellation or modification of your access to, or use of, our Platform and/or the Platform Services, except for a refund of any fees or charges prepaid by you with respect to the Platform Services as provided under our other applicable written agreement(s) with you. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of service made by us pursuant to this provision or these Terms, or any policies or practices by us in providing this Platform or the Platform Services, including without limitation any change in content or any change in the amount or type of fees or charges associated with the Platform Services, is to cancel or terminate your subscription or

registered user account, as applicable. We will attempt to process all requests to cancel or terminate your subscription or registered user account within ten (10) business days after we receive your request and all documentation required to cancel or terminate your subscription or registered user account, and you acknowledge and agree that charges and fees incurred prior to the effective time of cancellation or termination will not be reversed.

3. Your Responsibilities

3.1. Sign Up Data.

3.1.1. For purposes of your use of the Platform and Platform Services, including identification and billing (as set forth in the applicable Service Specific Terms), you agree to provide us with true, accurate and complete information as required by the subscription or sign up process to our Platform Services, including, without limitation, your legal name, address, telephone number, email address, password, and applicable financial and billing information (collectively, "Sign Up Data"), and to allow us to share your Sign Up Data with third parties for the purpose of verifying the information you provide completing transactions and administering your access to the Platform Services in accordance with these Terms and the Service Specific Terms. Sign Up Data is a subset of Personal Information and shall be considered Personal Information under our [Privacy Notice](#).

3.1.2. You agree to maintain and promptly update the Sign Up Data and any other information that you provide to us to keep it accurate. Without limiting any other provision of these Terms, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of our Platform (or any portion thereof) or any of our Platform Services. You agree not to register or subscribe for more than one username, create an account on behalf of someone else, or create a false or misleading identity on the Platform.

3.2. Subscriptions. If your registration or subscription is revoked for any reason, you agree not to register or subscribe again with our Platform using another username or through any other means. If we have reason to suspect, in our sole discretion, that you are the subject of an account that has previously been terminated, we reserve the right to terminate any new accounts you have registered without any notice to you, or to exercise any other remedies available to us under these Terms or by law.

3.3. Your Account. You are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password or user account information. In the event of a breach of security by you, you will remain liable for any unauthorized use of your subscription until you update your Sign Up Data. You are the only person who may use your user account and password to access the Platform, and you are entirely responsible for any and all activities which occur under your user account. We will not be liable for, and expressly disclaim any liability for, any losses caused by any unauthorized use of your user account and/or any changes to your user account.

3.4. Your Additional Understandings. You agree that:

- You will notify Dory promptly of any change to your email address by updating your email in the Platform;
- You will notify Dory promptly of any change to your physical address by sending an email to Dory's technical support team at support@nemotrading.xyz;
- You will provide and update your personal information electronically using the Platform;
- You may access statements, confirmations, tax forms, and the current agreements applicable to the Platform Services electronically through the Platform;
- Dory will provide Platform Services solely through the Platform;
- Dory will initiate communications solely via electronic means, as per Section 18 below, such as email and will not mail you a paper statement unless you make a specific request and pay the associated fee;
- The electronically stored copies of these Terms and any Supplemental Terms (collectively, the "Platform Contracts") are the enforceable, true, complete record of each of the Platform Contracts, which can be admitted as evidence or otherwise used in arbitration, litigation, administrative or other legal or regulatory proceedings as if they were originally produced and then kept in paper form. You will not object to or challenge the enforceability or use of the electronically stored copies of the Platform Contracts;
- You will check the Website and Platform regularly for communications from Dory, including electronic notices that any of the Platform Contracts have been amended;
- Your wireless carrier's standard messaging and data rates apply to your SMS correspondence. Dory does not charge for any messaging content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan and applicable rates. Additionally, your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier; and
- To access and retain electronic communications, you will need a computer, or other internet-connected device, with an Internet connection that has a current web browser with cookies enabled and sufficient storage space, capable of facilitating 128-bit encryption, and a current and valid email address and mobile phone number on file with us. For certain communications, such as tax forms we'll need to send to you, you will also need software to view PDF files.

4. Device Compatibility and Availability of Services

4.1. Device Compatibility. The Platform is designed to work when accessed through the internet by a computer using certain web browsers or certain portable devices (such as

phones or tablets that use certain operating systems). You acknowledge and agree that some web browsers or portable devices may not be compatible with the Platform and that we cannot guarantee the accuracy or functionality of any Services provided by Dory unless accessed through a supported browser or device. You agree that you will download and install any software updates for our mobile applications, if you access and use our Services through such applications, as they become available.

4.2. Mobile Carriers. You understand and agree that you are still subject to the terms and conditions of any agreement you have with any mobile service provider and/or any app store or marketplace, and these terms and conditions do not amend or supersede any of those separate agreements such as Platform Contracts. You understand that such services may require fees, charges, limitations, and restrictions which might impact your use of the Platform and the Services (e.g., data usage charges), and you agree to be solely responsible for all such fees, charges, limitations and restrictions.

4.3. Availability. The availability and use of our Services may be limited based on different criteria in our sole discretion. You understand and agree that we may disallow you from subscribing to any or all Platform Services or may terminate your subscription to the Platform Services at any time based on any of these criteria.

5. Termination

Either you or Dory may terminate your user account and any Services at any time pursuant to the terms and conditions of any applicable Platform Contracts. The provisions applicable to any such termination, including the effects thereof, are described in the terms and conditions of any applicable Platform Contracts.

6. Privacy and Security

6.1. Privacy. We are committed to protecting your privacy and security. By entering into these Terms, you acknowledge that we may collect, use, and disclose your personal information and aggregated and/or anonymized data as set forth in our Privacy Notice, and that your personal information may be transferred to, and/or processed in, any jurisdiction where Dory or its service providers operate. Our Privacy Notice will be accessible through the Platform and describes the processing of your personal information in connection with the Platform Services.

6.2. Security. We care about the integrity of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or to use your data for improper purposes. You acknowledge that you provide your data at your own risk.

7. Intellectual Property; Restrictions on Use of Materials; Confidentiality

7.1. Intellectual Property Rights. For the purposes of these Terms, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of personality, trademark, trade dress and service mark rights, goodwill, trade secret rights, and any and all other intellectual property rights and proprietary rights as may now exist or hereafter come into existence, and all applications therefor and registrations, renewals, and extensions thereof, under applicable law.

7.2. Platform Intellectual Property. You understand and acknowledge that we (or our licensors) own and will continue to own all rights (including all Intellectual Property Rights), title, and interest in and to the Platform and Platform Services, all materials and content displayed or otherwise made available on and/or through the Service (including, without limitation, images, text, graphics, illustrations, logos, photographs, audio, videos, and music; but, excluding your User Content), and all software, algorithms, code, technology, and all intellectual property underlying and/or included in or with the Platform or Platform Services (collectively and individually, "Intellectual Property") are owned by our Platform Licensor or other third-party licensors, and are made available to you by Dory under license from the Platform Licensor. Except as may be explicitly provided herein, nothing in these Terms will be deemed to create a license in or under any such Intellectual Property Rights, and you will not access, sell, license, rent, modify, distribute, copy, reproduce, transmit, display, perform, publish, adapt, edit, or create derivative works of any Intellectual Property. Use of any Intellectual Property for any purpose not expressly permitted by these Terms is strictly prohibited.

7.3. Content.

7.3.1. You acknowledge that this Platform contains but is not limited to information, text, videos, sounds, graphics, artwork, user and visual interfaces, questions, creative suggestions, messages, comments, feedback, ideas, articles and other materials (collectively, "Content") that are protected by copyrights, patents, trademarks, service marks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is owned, controlled, or licensed by or to us and is protected by law, including United States copyright laws and other intellectual property laws, and, if applicable, similar foreign laws. Subject to any copyrights or other rights of the original owners of such Content, we or our licensors, including the Platform Licensor, also own copyrights in the selection, coordination, arrangement and enhancement of such Content.

7.3.2. Content is provided exclusively for your personal and noncommercial access and use. You may not modify, publish, republish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any other way exploit (including but not limited to commercial use), any of the Content, in whole or in part without the prior written consent of Dory in each instance. When Content is downloaded to your computer or any mobile or other device, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other application or networked computer environment, is strictly prohibited unless you receive our prior written consent.

7.3.3. Content on the Platform may include or make available general news and information, commentary, research reports and data concerning the financial markets, securities, commodities, digital assets, and other subjects; and access to blogs, wikis, online webinars, conferences, telecasts, podcasts and other public forums. By using the public areas of the Platform, you are indicating your acceptance, without modification, of the disclaimers, terms and conditions set forth herein, which apply equally to Dory, the Platform and any Content provided on the Platform by third-party information providers.

7.3.4. Content posted on the Platform is published as of its stated date or, if no date is stated, the date of first posting. Except as may be required by applicable law, Dory has no duty to update any such information, and Dory may discontinue or modify any category of Content at any time.

7.4. Brands.

7.4.1. The name Omen, the Omen logo, and other trademarks, service marks, names, slogans, graphics, and logos of Omen used in connection with the Platform and the Platform Services (collectively, "Brands") are the common law trademarks or registered trademarks of Dory and its licensors. Other trademarks, service marks, graphics, and logos appearing on the Platform are trademarks of their respective owners. Nothing contained on the Platform should be construed as granting any license or right to use any of the Brands or third-party marks appearing on the Platform without the prior written consent from us or any party that may own any of the third-party marks. All third-party product and company names and marks appearing on the Platform are the trademarks of their respective holders. Use of them does not imply any affiliation with or endorsement by any such third parties.

7.4.2. You are not authorized to, and agree not to, download, display or use any Brands in any publication, advertising, publicity or any other commercial or non-commercial manner, in connection with products or services that are not those of Omen, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Omen and/or its third-party licensors, that dilutes the strength of Omen or its licensors' intellectual property, or that otherwise infringes on Omen or its licensors' intellectual property rights.

7.5. Confidential Information. The Platform and Platform Services may include non-public, proprietary, or confidential information of Dory and/or the Platform Licensor ("Confidential Information"). Confidential Information includes any information that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including non-public business, product, technology, and marketing information. You will: (a) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as you would use to protect your own highly sensitive confidential information, but in no event with less than a reasonable degree of care; (b) not use any Confidential Information for any purpose other than to exercise your rights, or to perform your obligations, under these Terms; and (c) not disclose any Confidential Information to any person or entity, except your service providers or financial or legal advisors who/that (i) need to know the Confidential Information and (ii) are bound by non-use and non-disclosure restrictions at least as restrictive as those set forth in this Section.

8. User Content

8.1. User Content. By displaying, publishing, or otherwise posting any content on or through the Platform ("User Content"), you hereby grant to Dory a limited, irrevocable, non-exclusive, sublicensable, transferable, perpetual, worldwide, fully-paid, royalty-free license to use, modify, publicly perform, publicly display, reproduce, and distribute all User Content without the requirement to make any payment to you or to any third party or the need to seek any third-party permission. This license includes the right to host, index, cache, distribute, and tag any of your User Content, as well as the right to sublicense such content to third parties, including other users,

for use on other media or platforms known or hereinafter developed, such as for use on mobile phones. You continue to retain all ownership rights to your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms and the license described herein.

8.2. Representations and Warranties. You represent and warrant that: (a) you own the User Content submitted, displayed, published or posted by you on the Website or through your user account and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any User Content you submit, and our use thereof, does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity; (b) your User Content does not include any information or material that a governmental body deems to be sensitive or classified information, and your provision of User Content in connection with the Platform Services is not violative of any confidentiality rights of any third party; (c) your User Content does not include nudity or other sexually suggestive content; hate speech, threats, or direct attacks on an individual or group; content that is abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy; sexist or racially, ethnically, or otherwise discriminatory content; content that contains self-harm or excessive violence; fake or impostor profiles; illegal content or content in furtherance of harmful or illegal activities; malicious software, programs or code; surreptitious, processing-intensive programs or code (e.g., cryptocurrency mining; denial of service programs); any person's personal information without such person's consent; spam, machine-generated content, or unsolicited messages; and/or otherwise objectionable content; (d) your User Content will not harm minors in any way, or solicit or otherwise attempt to gain any information from a minor; (e) your User Content will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with Dory, the Platform Licensor, or any other person or entity; (f) your User Content will not include any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of commercial solicitation; (g) your User Content will not stalk, troll, or harass any Dory or any Platform Licensor employee or representative or any other user of the Platform or any Platform Services; and (h) to the best of your knowledge, all User Content and other information that you provide to us is truthful and accurate.

8.3. Public Communications; Deletion of User Content. You acknowledge that any User Content posted on public portions of the Platform is public and not private communications. You acknowledge that by providing you with the ability to distribute your User Content, Dory is acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any User Content or activities in any area, nor do we endorse any such User Content. Dory reserves the right, but has no obligation, to monitor your User Content for adherence with these Terms. Dory may delete any User Content that in its sole judgment violates these Terms.

8.4. DISCLAIMER. WE CLAIM NO OWNERSHIP RIGHTS OVER YOUR USER CONTENT. WE TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY USER CONTENT. YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USER CONTENT AND THE CONSEQUENCES OF SUBMITTING, POSTING, DISPLAYING, PROVIDING, SHARING, OR OTHERWISE MAKING IT AVAILABLE ON OR THROUGH THE SERVICE, AND YOU

UNDERSTAND AND ACKNOWLEDGE THAT WE ARE ACTING ONLY AS A PASSIVE CONDUIT FOR YOUR ONLINE DISTRIBUTION AND PUBLICATION OF YOUR USER CONTENT.

8.5. Third-Party Content. You may have access to the content posted by other users of the Platform or Website. The existence of any such content does not, and shall not be deemed to, constitute Dory's recommendation or advice to follow any recommendation included in such content, including any recommendation to transact in any particular transaction, as applicable. You hereby waive any claim or loss you may have as it relates to any such content, including your reliance on any such content to engage in any transactions or take any other action, and Dory expressly disclaims any liability thereto. You are solely responsible for evaluating the merits and risks associated with the use of the Platform, the Platform Services, or third-party content that may be available on the Platform or Website before making any decision based upon the same.

9. Prohibited Uses

You agree not to engage in any of the following on the Platform:

- reverse engineer, de-compile, disassemble, decode, or otherwise translate, in any way, the Content and user interface made available from, on, or through the Platform;
- use any robot, spider, scraper, off-line reader, data mining tool, data gathering or extraction tool, or any other automated means to access the Platform Services in a manner that sends more request messages to the servers running the Platform Services than a human can reasonably produce in the same period of time by using a conventional on-line web browser or in any way reproduce or circumvent the navigational structure or presentation of the Platform or the Platform Services;
- attempt to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- attempt to gain unauthorized access to our computer network or user accounts;
- in any way misuse any Platform Services or Content that appears on the Platform;
- copy, rent, lease, sell, loan, transfer, assign, license or purport to sublicense, resell, distribute, modify, alter, or create derivative works of any part of the Platform or Platform Services or any of our intellectual property rights, including, without limitation by any automated or non-automated "scraping" or create any derivative work based on the Platform, Platform Services or Content.
- use any content available on or via the Platform Services (including any caption information, keywords, or other metadata) for any machine learning and/or artificial intelligence training or development purposes, or for any technologies designed or intended for the identification of natural persons;
- use the Platform Services in any manner or for any purpose that (i) violates, or promotes the violation of, any applicable law, contractual obligation, or right of any person, including, but not limited to, intellectual property rights (as defined below),

privacy rights, and/or rights of personality, (ii) is fraudulent, false, deceptive, or defamatory, (iii) promotes hatred, violence, or harm against any individual or group, or (iv) otherwise may be harmful or objectionable (in our sole discretion) to us or to our providers, our suppliers, other users, or any other third party;

- use or display the Platform Services in competition with us, to develop competing products or services, for benchmarking or competitive analysis of the Platform Services, or otherwise to our detriment or disadvantage;
- use the Platform or Platform Services to conceal or disguise the origin, ownership, destination or control of proceeds of crime, sanctioned assets or assets connected with money laundering, terrorist financing, proliferation financing, fraud, market abuse, sanctions evasion or other unlawful activity;
- use any virtual private network, proxy, anonymization service, false identity, misleading location information or other means to circumvent any jurisdictional, eligibility, sanctions, compliance or technical restriction imposed by Dory;
- access any content available on or via the Platform Services through any technology or means other than those provided by the Platform Service or authorized by us;
- bypass the measures we may use to prevent or restrict access to the Platform Services, including, without limitation, features that prevent or restrict use or copying of any content or that enforce limitations on use of the Platform Services or any portion thereof;
- use the Platform or Platform Services for any commercial solicitation purposes;
- transmit or create malicious software or code, invalid data, viruses, worms, or other software agents through the Platform or Platform Services;
- collect or harvest any personal information, including users' names, from the Platform or Platform Services;
- use the Platform or Platform Services to promote, facilitate, obfuscate, or further the conduct of any crime or other illegal activity;
- use the Platform or Platform Services for any person other than yourself or any other individual you have disclosed to Dory using the account opening functionality of the Platform; or
- identify or refer to us or to the Platform Services in a manner that could reasonably imply a relationship that involves endorsement, affiliation, or sponsorship between you (or a third party) and us without our prior express written consent.

10. Intellectual Property Infringement Notice

Dory respects the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our sole discretion, terminate the rights of any user to use our Platform or Platform Services (or any part thereof) who infringes the intellectual property rights of Dory or others.

If you believe that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact our designated agent for notice of claims of copyright infringement and include the following information:

- a physical or electronic signature of the owner of the copyright or a person authorized to act on behalf of the owner; identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on this application are covered by a single notification, a representative list of such works);
- identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Platform;
- your name, mailing address, telephone number and email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- a statement by you that the information in your notification is accurate, and that you attest under penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

Upon receipt of any notice, we will take whatever action, in our sole discretion, that we deem appropriate, including the removal of the challenged content from the Platform.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send us a counter-notice. Counter-notices with respect to the Platform should be sent to our designated agent for notice of claims of copyright infringement. Contact information for our designated copyright agent is: Chief Compliance Officer, Dory, copyright@nemotrading.xyz (please include "Notice of Copyright Infringement" in the subject line).

11. DISCLAIMER OF WARRANTIES

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

THE PLATFORM, PLATFORM SERVICES, OFFERINGS, CONTENT AND MATERIALS ON THE PLATFORM ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, AVAILABILITY, ACCURACY OR NON-INFRINGEMENT WITH RESPECT TO THE PLATFORM, THE PLATFORM SERVICES, THE OFFERINGS, CONTENT AND ANY OTHER MATERIALS ON THE PLATFORM.

DORY DOES NOT WARRANT THAT THE PLATFORM OR ANY FUNCTION CONTAINED IN THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR THE SERVERS THAT MAKE THE PLATFORM OR PLATFORM SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANYTHING DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM OR PLATFORM SERVICES IS DONE AT YOUR SOLE RISK,

INCLUDING WITHOUT LIMITATION, WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SERVICE, OFFERING, CONTENT OR MATERIAL AND ANY OF YOUR INTERACTIONS WITH ANY THIRD PARTIES, INCLUDING ADVERTISERS AND OTHER USERS, IDENTIFIED THROUGH THE PLATFORM OR ANY PLATFORM SERVICES.

DORY DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PLATFORM SERVICES IN OR ON THE PLATFORM IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

DORY EXPRESSLY DISCLAIMS ANY DUTY TO UPDATE THE INFORMATION ON THE PLATFORM OR MADE AVAILABLE THROUGH THE PLATFORM SERVICES.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS.

UNITED STATES FEDERAL LAW AND SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER WE NOR THE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES OF DORY, A DORY AFFILIATE, OR PLATFORM LICENSOR WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE AND EVEN IF THE RESPECTIVE PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE AND/OR THE INABILITY TO USE THE PLATFORM AND/OR THE PLATFORM SERVICES; (B) THE USE OF ANY CONTENT OR OTHER INFORMATION ON THE PLATFORM OR ANY APPLICATION(S) OR WEBSITE(S) LINKED TO THE PLATFORM OR MADE AVAILABLE THROUGH ANY PLATFORM SERVICES, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM OR ANY PLATFORM SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM OR THROUGH THE PLATFORM SERVICES; (F) ANY FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR

SYSTEM FAILURE OF THE PLATFORM OR ANY PLATFORM SERVICES, OR (G) ANY OTHER MATTER RELATING TO THE PLATFORM OR THE PLATFORM SERVICES.

YOU UNDERSTAND AND AGREE THAT DORY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY IN THE EVENT WE EXERCISE OUR RIGHT TO MODIFY, CHANGE OR DISCONTINUE THE PLATFORM OR ANY PLATFORM SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE TOTAL AMOUNT PAID BY YOU FOR ACCESSING THE PLATFORM AND RECEIVING THE SERVICES, IF ANY, IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, OR ONE HUNDRED U.S. DOLLARS (\$100), WHICHEVER IS GREATER.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR PLATFORM, THE PLATFORM SERVICES OR WITH ANY PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE PLATFORM OR PLATFORM SERVICES. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WE DO NOT DISCLAIM ANY LIABILITY RELATING TO THE PROVISION OF PLATFORM SERVICES WHICH CANNOT BE DISCLAIMED UNDER APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. Indemnification

You will indemnify, hold harmless and, at our option, defend us, the Platform Licensor, and our and their affiliates, officers, directors, employees, stockholders, agents and representatives (collectively, "Indemnified Persons"), from any and all claims, liability, losses, damages, expenses and/or costs (including, but not limited to, reasonable attorneys' fees and expenses) arising from: (a) your access to and/or use of the Platform and Platform Services; (b) your violation of any term of these Terms, including, without limitation, your breach of any of your representations and warranties set forth in these Terms; (c) your violation of any third-party right, including, without limitation, any privacy right or Intellectual Property Right; (d) your violation of any applicable law; (e) User Content or any content that is submitted via your user account, including, without limitation, any misleading, false, or inaccurate information; (f) your willful misconduct; or (g) any third party's access to and/or use of the Platform or any Platform Service with your username(s), password(s), or other authentication credential(s). Indemnified Persons may enforce their rights under this Agreement. You further agree that the Indemnified Persons shall have the right to control the defense or settlement of any claims if the applicable Indemnified Person so chooses.

14. Not for Minors

INDIVIDUALS UNDER THE AGE OF 18 (OR THE APPLICABLE AGE OF MAJORITY IN WHICH INDIVIDUALS CAN ENTER INTO LEGALLY BINDING CONTRACTS IN THE JURISDICTION FROM WHICH THEY ARE USING THE PLATFORM OR PLATFORM SERVICES, AS APPLICABLE) ARE NOT PERMITTED TO USE THE PLATFORM OR ANY PLATFORM SERVICES.

15. Additional Technology and Third-Party Services

These Terms apply only to this Platform, and not to the websites and/or applications of any other person or entity.

THE PLATFORM OR PLATFORM SERVICES MAY CONTAIN LINKS TO THIRD-PARTY SITES, MATERIALS, AND/OR SERVICES (COLLECTIVELY, "THIRD-PARTY SERVICES") THAT ARE NOT OWNED OR CONTROLLED BY US, AND CERTAIN FUNCTIONALITIES OF THE PLATFORM SERVICES MAY REQUIRE YOUR USE OF THIRD-PARTY SERVICES. IF YOU USE A THIRD-PARTY SERVICE IN CONNECTION WITH THE PLATFORM SERVICES, YOU ARE SUBJECT TO AND AGREE TO, AND MUST COMPLY WITH, THE THIRD PARTY'S TERMS AND CONDITIONS MADE AVAILABLE VIA, OR AGREED IN CONNECTION WITH, ITS SERVICES. WE DO NOT ENDORSE OR ASSUME ANY RESPONSIBILITY FOR ANY THIRD-PARTY SERVICES. IF YOU ACCESS A THIRD-PARTY SERVICE FROM THE PLATFORM SERVICE OR SHARE YOUR USER CONTENT ON OR THROUGH ANY THIRD-PARTY SERVICE, YOU DO SO AT YOUR OWN RISK, AND YOU UNDERSTAND THAT THESE TERMS AND OUR PRIVACY NOTICE DO NOT APPLY TO YOUR USE OF ANY THIRD-PARTY SERVICE. YOU EXPRESSLY RELIEVE US FROM ANY AND ALL LIABILITY ARISING FROM YOUR ACCESS TO AND/OR USE OF ANY THIRD-PARTY SERVICE. ADDITIONALLY, YOUR DEALINGS WITH, OR PARTICIPATION IN PROMOTIONS OF, ADVERTISERS FOUND ON THE PLATFORM SERVICE (SUCH AS WARRANTIES) ARE SOLELY BETWEEN YOU AND SUCH ADVERTISERS. YOU UNDERSTAND AND ACKNOWLEDGE THAT WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT RELATING TO YOUR DEALINGS WITH SUCH ADVERTISERS.

16. Force Majeure

We are not responsible or liable for any error, delay, loss, or damage arising from any event beyond our reasonable control (each, a "Force Majeure Event"). Force Majeure Events include flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

17. Consent to Recordings

By using the Platform and any Platform Services, you consent to Dory, the Platform Licensor, and its third-party service providers and partners recording, retaining, and using any communication, information and data exchanged between you and Dory or its representatives or agents for service administration, database maintenance, record-keeping, or any other use in the regular course of business, from time to time, provided that such use is permitted under applicable law and our Privacy Notice.

18. Consent to Doing Business Electronically

You agree to receive alerts about your activity, statements, balances, payments, suspicious activities, and other matters involving your use of the Platform or the Platform Services through email. Receipt of email notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of electronic notification for any purposes. Each email may not be encrypted and may include your name and information pertaining to your user account or use of the Platform or Platform Services. You agree and consent to such transmission of such information. You agree not to use email to transmit any confidential personal information. It is your responsibility to update or change your email address, as appropriate.

19. Additional Terms for Apps

19.1. General. To use any App, you must have a mobile device that is compatible with such App. Dory does not warrant that any App will be compatible with your mobile device. You may use mobile data in connection with an App and may incur additional charges from your wireless provider in connection with such App. You understand and acknowledge that you are solely responsible for any such charges. We hereby grant you a non-exclusive, limited, non-transferable, and freely revocable license to use a compiled code copy of the App(s) under your user account on one (1) or more mobile devices owned or controlled solely by you (except to the extent Apple or Google permits any shared access and/or use of the iOS App or Android App (as each of those terms is defined below), respectively), solely in accordance with these Terms. The foregoing license grant is not a sale of any App or of any copy thereof. You may not: (a) modify, disassemble, decompile, or reverse engineer any App, except to the extent that such restriction is expressly prohibited by applicable law; (b) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer any App to any third party, or use any App to provide time sharing or similar services for any third party; (c) make any copies of any App; (d) remove, circumvent, disable, damage, or otherwise interfere with security-related features of any App, features that prevent or restrict use or copying of any content accessible through any App, or features that enforce limitations on use of the Apps; or (e) delete the copyright or other proprietary rights notices on any App. You acknowledge that we may, from time to time, issue upgraded versions of the Apps, and we may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and you understand and acknowledge that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated into an App is covered by the applicable open source or third-party license, if any, authorizing use of such code. The Platform Licensor and/or our third-party partners, licensors, or suppliers retain all right, title, and interest in and to the Apps (and any copies thereof). Any attempt by you to transfer or delegate any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms, is void. We reserve all rights not expressly granted under these Terms.

19.2. iOS App. This Section 19.2 (iOS App) applies to any App you acquire from the Apple App Store (such App, "iOS App"). You and Dory understand and acknowledge that these Terms are solely between you and Dory, not Apple, Inc. ("**Apple**"), and that Apple has no

responsibility for the iOS App or content thereof. Your access to and use of the iOS App must comply with the usage rules set forth in Apple's then-current [Apple Media Services Terms and Conditions](#) and with the applicable [Volume Content Terms](#). You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS App. In the event of any failure of the iOS App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the iOS App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be governed solely by these Terms and any law applicable to Dory as provider of the iOS App. You and Dory acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to: (a) product liability claims; (b) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. You acknowledge that, in the event of any third-party claim that the iOS App, or your possession and use of that iOS App, infringes that third party's intellectual property rights, Dory, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim, to the extent required by these Terms. You and Dory acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms as relates to your license of the iOS App, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the iOS App against you as a third-party beneficiary thereof.

19.3. Android App. The following applies to any App you acquire from the Google Play Store (such App, "Android App"): (a) you acknowledge that these Terms are between you and Dory only, and not Google LLC or any affiliate thereof (collectively, "Google"); (b) your access to and use of the Android App must comply with Google's then-current [Google Play Terms of Service](#); (c) Google is only a provider of the Google Play Store where you obtained the Android App; (d) Dory, and not Google, is solely responsible for the Android App; (e) Google has no obligation or liability to you with respect to the Android App or these Terms; and (f) you understand and acknowledge that Google is a third-party beneficiary to these Terms as they relate to the Android App.

20. Text Messaging and Calls

20.1. General. You may provide us with your telephone number as part of creating your user account or otherwise. By providing a telephone number, you consent to receiving autodialed or prerecorded calls and/or text messages from us, or on our behalf, at such telephone number. We may place such calls or send such texts to (a) help keep your user account secure through the use of multi-factor authentication ("MFA"); (b) help you access your user account if you are experiencing difficulties; and/or (c) as otherwise necessary to service your account or enforce these Terms, our policies, applicable law, or any other agreement we may have with you (including the Service Specific Terms). Part of the MFA identity-verification process may involve Dory sending text messages containing security codes to the telephone number you provided, and you agree to receive such texts from or on behalf of Dory.

20.2. Consent to Transactional Communications. You expressly consent and agree to Dory contacting you using written, electronic, and/or verbal means, including manual dialing, emails, prerecorded/artificial voice messages, and/or using an automatic telephone dialing system to call or text your mobile/cellular telephone number, as necessary to administer your account, provide technical support, verify your identify, provide security notifications, and service your use of the Platform and to service your account, and as permitted by applicable law, in each case even if the phone number is registered on any United States federal and/or state Do-Not-Call/Do-Not-email registry/ies. Message and data rates apply. For purposes of clarity, the text messages described in this paragraph are transactional text messages, not promotional text messages.

20.3. Consent to Promotional Messages. Additionally, we offer you the chance to enroll to receive recurring SMS/text messages from Dory. You may enroll to receive text messages about account-related news and alerts and/or promotional offers and marketing related to Dory products and/or services. By enrolling in Dory's SMS/text messaging service, you agree to receive text messages from Dory to the mobile phone number provided by you, and you certify that such mobile number is true and accurate and that you are authorized to enroll such mobile number to receive such texts. You acknowledge and agree that the texts may be sent using an automatic telephone dialing system and that message and data rates apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider. Message frequency varies. Consent is not required as a condition of purchase. To the extent permitted by applicable law, we are not responsible for any delays upon sending or receiving text messages.

20.4. Unsubscribing From Text Messages. You may opt out from promotional and recurring transactional text messages at any time. To unsubscribe from promotional text messages, text "STOP," "QUIT," "END," "CANCEL," or "UNSUBSCRIBE" from the mobile device receiving the messages, or reply "STOP," "QUIT," "END," "CANCEL," or "UNSUBSCRIBE" to any promotional text message you receive from Dory. You consent that following such a request to unsubscribe, you may receive one (1) final text message from or on behalf of Dory confirming your request. For help, contact us at support@nemotrading.xyz.

21. Geographic Scope and Eligibility

21.1. General Availability. You acknowledge that the Platform and certain Platform Services may be limited to persons who satisfy the eligibility criteria established by Dory from time to time. The availability of specific Platform Services may vary based on applicable laws, regulatory requirements, licensing limitations, and other criteria as determined by Dory in its sole discretion. Not all Platform Services are available in all jurisdictions.

21.2. Non-Resident Users. Certain Platform Services may be made available to persons located outside the Cayman Islands, subject to the applicable Service Specific Terms, eligibility criteria, and jurisdictional restrictions as determined by Dory in its sole discretion and as set forth in the applicable Service Specific Terms. The availability of any Platform Service does not constitute an offer or solicitation in any jurisdiction where such offer or solicitation would be unlawful or where Dory is not authorized to provide such Platform Services. Users are solely

responsible for determining whether their access to and use of any Platform Service complies with all laws and regulations applicable to them in their jurisdiction of residence and location.

21.3. No Unsolicited Offers. Nothing in these Terms, the Service Specific Terms, or on the Platform or available through any Platform Services shall be construed as an offer, solicitation, or invitation to any person in any jurisdiction where such offer, solicitation, or invitation would be unlawful.

21.4. No Warranty of Foreign Compliance. Dory does not represent or warrant that any aspect of the Platform or Platform Services, including any information, content, or materials available from or through the Platform, complies with any law, regulation, or regulatory requirement of any jurisdiction other than the Cayman Islands. Users who access any permitted Platform Service from outside the Cayman Islands do so at their own risk and are solely responsible for compliance with their local laws.

21.5. User Representations. You represent and warrant that you satisfy all eligibility criteria specified by Dory and in the applicable Service Specific Terms for the Platform Services you access, including any residency, identity verification, or tax identification requirements.

21.6. Jurisdictional Restrictions. Dory reserves the right, in its sole discretion, to restrict, suspend, or terminate access to the Platform or any Platform Service based on geographic location, jurisdiction of residence, or any other criteria, without prior notice or liability. Users located in, or who are nationals or residents of, any jurisdiction subject to comprehensive sanctions administered by the Cayman Islands Monetary Authority, the United Nations Security Council, or U.S. Department of the Treasury's Office of Foreign Assets Control are prohibited from accessing or using the Platform or any Platform Service, as further set forth in Section 24 of these Terms. Dory may, without prior notice or liability, restrict, suspend, geo-block, disable or terminate access to all or any part of the Platform or Platform Services where Dory determines, in its sole discretion, that such action is necessary or desirable to comply with applicable law, sanctions, AML/CTF requirements, regulatory guidance, internal compliance policies, requests from competent authorities or to avoid Dory being regarded as carrying on any regulated activity in any jurisdiction.

22. Additional Disclosures

22.1. Certain Definitions

- a. "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic device or computer to instruct us to debit or credit an account.

22.2. General. The content on our Website and on our App has been prepared for informational purposes ONLY, and is not intended to provide, and should not be relied on for, investment, tax, legal or accounting advice. Dory's social media posts and overall communications, including SMS messages, are for informational purposes ONLY, are not meant to be solicitations of any kind, and are not intended to provide, and should not be relied on for, investment, tax, legal or accounting or any kind of advice. Users need to do their own due diligence and decide what is a good fit for their individual circumstances. Information presented is subject to change at any time due to market, economic, regulatory or other changes. The

subject matter contained herein has been derived from several sources believed to be reliable and accurate at the time of compilation, but no representation or warranty (express or implied) is made as to the accuracy or completeness of any of this information. These materials are not intended for distribution to or use by any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject Dory to any registration or licensing requirement within such jurisdiction. The contents may not be reproduced in whole or in part or otherwise made available without the prior written consent of Dory.

22.3. Advertiser Disclosure. Messages sent by Dory may contain links from Dory's partners recommending products & apps. Dory will receive compensation if you become a client and/or engage with an offer. This may influence which products we select, how they appear and where & when those products appear on the website & in our messages. The offers shown do not include all financial services companies or all of their available product and service offerings. Additionally, Dory strives to keep its information accurate and up to date. This information may be different from what you see when you visit a financial institution, service provider or specific product's site. All financial products, shopping products and services are presented without warranty. When evaluating offers, it is your sole responsibility to review the financial institution's terms and conditions and suitability of the product with respect to your needs. Pre-qualified offers are not binding.

22.4. Mobile Banking Service. As further described below, the Mobile Banking Service permits you to use a mobile device to perform certain transactions associated with your eligible accounts with us through an applicable Platform Service (hereinafter, each a "Mobile Banking Account"). The Mobile Banking Service may be provided in one or more formats or mechanisms, including without limitation via the mobile web or the downloadable application (further described below and hereinafter referred to as "Mobile Banking Service"). Not all methods will be available on all Mobile Devices. If you use the Mobile Banking Service in the form of SMS messages, you are solely responsible for the content of and the mis-delivery of any SMS text messages. You agree to provide accurate source indication (i.e., the mobile device's mobile phone number for SMS messages) of any SMS messages sent by you. YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL, STATE OR OTHER APPLICABLE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW THE CONTENT.

22.5. Electronic Fund Transfer Disclosure Statement. As applicable to the Platform Service which you are using, the following disclosures are made in accordance with applicable law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your eligible account(s). There may be limitations on account activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing our services.

22.6. Your Liability: Authorized Transfers. You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly, from an eligible Platform Service account . Unauthorized Transfers: Tell us at once if you believe your account or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Email us immediately at support@nemotrading.xyz to keep your possible losses to a

minimum. You could lose all the money in your eligible account(s). If you tell us within two (2) business days after learning of the loss or theft of your account access device, or after learning of any other unauthorized transfers from your account involving your account access device, you can lose no more than \$50 if Electronic Fund Transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as \$500. Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us on time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section B may be extended for a reasonable period.

23. Governing Law; Jurisdiction; Agreement to Arbitrate; Class Action Waiver

Please read the following Arbitration Agreement in this Section carefully. It requires you to arbitrate disputes with Dory and limits the manner in which you can seek relief from us.

23.1. Governing Law. These Terms and your use of the Platform and Platform Services, and any disputes directly or indirectly arising from these Terms or your use of the Platform and Platform Services, shall exclusively be governed by and construed in accordance with the laws of the Cayman Islands.

23.2. Jurisdiction. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Dory agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the courts of the Cayman Islands. You hereby irrevocably consent and submit to the exclusive jurisdiction of such courts, and waive any objections to the exclusive jurisdiction of the Cayman Islands courts including on jurisdictional, venue, or inconvenient forum grounds.

23.3. Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Platform or Platform Services, to any products sold or distributed through the Platform or Platform Services, or to any aspect of your relationship with Dory, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Dory may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

IF YOU AGREE TO ARBITRATION WITH DORY, PURSUANT TO THE TERMS OF THIS ARBITRATION AGREEMENT, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST DORY ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING

YOUR CLAIMS AGAINST DORY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

23.4. Arbitration. We each agree to resolve any applicable claim exclusively through binding arbitration by JAMS before a single arbitrator (the “Arbitrator”), under the Optional Expedited Arbitration Procedures then in effect for JAMS (the “Rules”), except as provided herein. JAMS may be contacted at www.jamsadr.com, where the Rules are available. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will control. The seat of the arbitration shall be the Cayman Islands and venue of the arbitration (and place where the arbitration will be conducted) is George Town, Grand Cayman, Cayman Islands.

23.5. Authority of Arbitrator. The Arbitrator, and not any court or agency shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Dory. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The Arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The Arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Rules, and the Agreement (including the Arbitration Agreement). The Arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. To the fullest extent permissible by law, the Arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the Arbitrator is final and binding upon you and us.

23.6. WAIVER OF JURY TRIAL. YOU AND DORY HEREBY WAIVE ANY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Dory are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except if otherwise specified in this agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

23.7. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER. Notwithstanding anything to the contrary herein, (a) a representative class or collective action for public injunctive relief may be arbitrated on a class basis, and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth above.

23.8. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Dory makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to Dory, save insofar as you consent to any such change applying retroactively.

24. Sanctions and Export Controls

You understand and acknowledge that the Platform and Platform Services may be subject to export control laws and regulations. You will comply with all applicable import and export and re-export control and trade and economic sanctions laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations maintained by the U.S. State Department. You represent and warrant that you are not, and that no person to whom you make the Platform Service available or that is acting on your behalf, or, if you are an organization, that no person or entity owning 50% or more of your equity securities or other equivalent voting interests, is (a) listed on the List of Specially Designated Nationals and Blocked Persons or on any other list of sanctioned, prohibited, or restricted parties administered by OFAC or by any other governmental entity, including the Cayman Islands, or (b) located in, a national or resident of, or a segment of the government of, any country or territory for which the United States maintains trade or economic sanctions or embargoes or that has been designated by the U.S. Government as a "terrorist supporting" region. The foregoing restrictions are non-exclusive, and certain Platform Services may have additional restrictions, as set forth in the applicable Service Specific Terms.

25. General

25.1. Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

25.2. Amendments. Dory, in its sole discretion, has the right to make modifications to these Terms at any time and without advance notice, and will publish the modified Terms on the Platform and/or through the Platform Services. Continued use of the Platform and/or Platform Services is evidence of your agreement to the modified Terms. If you do not accept the amendment(s), please immediately cease all access and use of the Platform and Platform Services. For any questions as to the rights and obligations between users and Dory, the modified Terms will prevail.

25.3. Entirety of Agreement. Our failure to enforce the strict performance of any of the provisions of these Terms or the Platform Contracts will not waive our right to later enforce those provisions. These Terms, together with other Account Agreements, the Privacy Notice, and the terms governing any individual page on the Website or screen on the Application, are the entire agreement between you and us relating to the subject matter herein.

25.4. Third Party Rights.

Except as otherwise noted in this Agreement, no person or entity who is not a party to these Terms shall have any right to enforce or enjoy the benefit of any of these Terms under the

Contracts (Rights of Third Parties) Act (as Revised) of the Cayman Islands or otherwise, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these Terms. Notwithstanding any term of this Agreement, the consent of or notice to any person who is not a party to this Agreement shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under this Agreement at any time.

25.5. Assignment. You may not assign, sub-contract, or otherwise transfer any right or obligation under these Terms without our prior written consent. We can assign, sub-contract or transfer any right or obligation under these Terms, in whole or in part, without your consent, subject to compliance with applicable laws. In addition, if we are acquired by or merged with a third-party entity, we reserve the right to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

25.6. Survival. Upon termination of these Terms or of your user account: (a) your license rights will terminate and you must immediately cease all use of the Platform and the Platform Services; (b) you will no longer be authorized to access your account, the Platform or the Platform Services; and (c) you must pay Dory, a Dory affiliate, or the Platform Licensor, as applicable, any unpaid amount(s) due prior to the effective date of termination. Sections 2.2, 2.3, 3, 6 through 8.5, 11 through 15, 17, 20 through 25 will survive expiration or termination of these Terms.

25.7. No Waiver. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or of any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

25.8. Contact Us. Questions, complaints, or claims regarding the Platform or Platform Services should be directed to us at support@nemotrading.xyz.

25.9. Interpretation. The word "and/or" as used in this Agreement has an inclusive meaning, equivalent to "or". The terms 'include' and 'including' will be deemed to be immediately followed by the phrase "without limitation." The headings appearing at the beginning of several Sections contained in this Agreement have been inserted for identification and reference purposes only and must not be used to construe or interpret this Agreement. The word "will" as used in this Agreement has its common meaning, as well as the meaning ascribed to the word "shall": expressing a current obligation, or obligation that will arise in the future. Defined terms in the singular include the plural and vice versa. Words in the masculine gender include the feminine and neuter gender and vice versa. Words such as "herein," "hereinafter," "hereto," "hereby," and "hereunder," when used in this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

26. Omen Funded Trading Services

26.1. General. This Section 26 sets forth the terms and conditions applicable to the Omen Funded Trading Services and the Funded Trading Platform (each as defined below). Capitalized terms used but not defined in this Section 26 shall have the meanings ascribed to them elsewhere in these Terms.

26.2. Counterparty; Licensing Structure.

26.2.1. The Omen Funded Trading Services are provided by the Company, operating under the trade name “Omen Funded Trading” as an authorized licensee or sub-licensee of Omen Holdings LLC and/or any of its affiliates (collectively, “Omen”). For the avoidance of doubt, your sole contractual counterparty with respect to the Omen Funded Trading Services is Dory, and not Omen Holdings LLC or any other Omen entity. The “Omen Funded Trading” name and associated branding are used by Dory under license or sub-license from Omen and do not indicate that Omen Holdings LLC or any Omen Subsidiary is a party to, or has any obligations under, this Section 26.

26.2.2. By using the Funded Trading Platform (as defined below) operated by Dory on a proprietary basis under the Omen Funded Trading brand (the “Funded Trading Platform”), you agree to be bound by this Section 26 and these Terms.

26.2.3. Funded Trading Definitions. For purposes of this Section 26, the following terms shall have the meanings set forth below:

“Dory Parties” means Dory and any of its affiliates and any of their officers, directors, employees, agents, and subcontractors (excluding you).

“Funded Account” means an account provisioned pursuant to the Funding Agreement upon successful completion of the evaluation phase and compliance with all Funded Trading Platform and Dory rules, through which you may be engaged as a signal provider and granted access to a Simulated Evaluation Environment provisioned with a virtual balance representing notional proprietary capital.

“Funding Agreement” means the separate agreement to be made available by Dory governing the terms of any Funded Account allocated to you.

“Omen Funded Trading Services” means the services provided through the Funded Trading Platform, which allow individual traders approved by Dory to participate in simulated trading environments for purposes of skill assessment and evaluation, and which constitute Platform Services under these Terms.

“SIBA” means the Securities and Investment Business Act (as revised) of the Cayman Islands.

“Simulated Evaluation Environment” means the simulated trading environment through which traders generate market data and trading strategies, as further described in the Funding Agreement.

“Trader Content” means any and all information, comments, responses, ratings, reviews, questions, suggestions, messages, text, images, videos, or other materials or content that you post or transmit through the Funded Trading Platform. All Trader Content is deemed to constitute User Content and is subject to the provisions governing User Content in Section 8 of these Terms.

“Trading Rules” means all trading rules, risk management requirements, and evaluation criteria as published on the Funded Trading Platform, this Section 26, and these Terms.

“VASP Act” means the Virtual Asset (Service Providers) Act (as revised) of the Cayman Islands.

26.3. Nature of Relationship; Disclaimers. Dory, operating under the Omen Funded Trading brand, operates the Funded Trading Platform on a proprietary basis, which allows individual traders approved by Dory to participate in simulated trading environments for purposes of skill assessment and evaluation. Users that Dory, in its sole discretion, determines successfully pass the skills assessment and evaluation may be engaged as signal providers to generate market data through a Simulated Evaluation Environment, and may, at Dory’s sole and absolute discretion, be allocated proprietary capital as further described in the Funding Agreement. Your decision to enter into such assessment and evaluation is purely voluntary, and you acknowledge and agree that there is no guaranteed outcome to your assessment and evaluation, which shall be made in Dory’s sole and absolute discretion.

26.4. Simulated Trading. All trading activities conducted on the Funded Trading Platform, including the evaluation and assessment phase and, where applicable, accounts provisioned with a virtual balance representing notional proprietary capital, are simulated and do not involve the use of real money or execution in live markets unless and until Dory notifies you otherwise in writing pursuant to the Funding Agreement. For the avoidance of doubt, any transition to live trading pursuant to a Funding Election Notice (as defined in the Funding Agreement) shall constitute trading by Dory on its own account using its own proprietary capital and shall not constitute trading on your behalf or for your account. All order fills, execution prices, slippage, and related trade metrics displayed in your Account are generated by Dory’s proprietary mathematical model and constitute synthetic, simulated results. Such metrics do not reflect, and shall not be construed as representing, the actual liquidity, order-book depth, or execution speeds of any live market, exchange, or trading venue.

26.5. No Investment Advice. Dory does not provide, and the Funded Trading Platform or Omen Funded Trading Services do not constitute, investment advice, recommendations, or solicitations to buy or sell any securities, derivatives, virtual assets or other financial products, whether for your own self-funded accounts or otherwise. Without limiting the foregoing, Dory does not execute or arrange transactions in virtual assets or securities for or on behalf of any Trader or any other third party. Any information or content presented on or through the Funded Trading Platform is provided solely for general informational purposes and should not be interpreted as or relied on for investment, tax, legal, or accounting advice.

26.6. Independent Contractor Status.

26.6.1. You are not a customer of Dory, any Dory affiliate, the Platform Licensor, or its affiliates. You will not be trading or contributing any of your own money to Dory for purposes of trading on the Funded Trading Platform. Any fees paid to Dory are strictly for the purpose of taking part in an evaluation on the Funded Trading Platform to assess whether you will be eligible to generate market data and trading strategies for Dory in connection with Dory’s proprietary, own-account trading activities and will be made through the payment mechanisms that Dory may make available from time to time. These evaluation fees are non-refundable and are not deposits, trading capital, or investments.

26.6.2. You shall perform your obligations under this Section 26 as an independent contractor. Neither this Section 26 nor your use of the Funded Trading Platform shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between you and Dory. Neither Dory nor any other Omen entity or any of their affiliates shall be responsible for the payment of any duties or taxes imposed on your income or profits. Except as expressly permitted herein in connection with the permissions granted to you as a trader on behalf of Dory, you shall not make any commitment, by contract or otherwise, binding upon Dory or any other Omen entity or any of their affiliates, or represent that you have any authority to do so. Neither you nor Dory owes any fiduciary duty, duty of loyalty, or duty of care to the other arising out of or in connection with this Section 26, the Funded Trading Platform, or any trading data generated therein or through your use thereof. You are not, and shall not be deemed to be, a fiduciary, agent, or trustee of Dory, Omen Holdings LLC, or any other Omen entity.

26.7. Regulatory Status. The parties intend that the relationship created under this Section 26 and the Funding Agreement constitutes a business-to-business service contract for the provision of market data through a Simulated Evaluation Environment, and not a commodity pool, investment advisory, broker-dealer, fund management, or customer relationship. Dory is not an investment firm, broker, dealer, or fund manager and is not conducting securities investment business within the meaning of SIBA or the VASP Act, nor providing any virtual asset services within the meaning of the VASP Act, and in particular, the Company does not provide any exchange, transfer, or custody service in respect of virtual assets for or on behalf of any person. Nothing in these Terms shall be construed to create, or shall be deemed to evidence, any relationship of broker and customer, investment adviser and client, or fund manager and investor between Dory and you. No activity contemplated under this Section 26 is intended to constitute securities investment business within the meaning of SIBA or a virtual asset service within the meaning of the VASP Act.

26.8. Additional Regulatory Considerations. Dory does not represent or warrant that it is licensed, registered, or regulated in any jurisdiction, and nothing in these Terms shall be interpreted as implying that Dory is providing any regulated financial service. Dory acts as a proprietary trading company only and does not hold itself out as otherwise. You are solely responsible for ensuring that your access to and use of the Funded Trading Platform complies with applicable law and any requirements that may apply to you.

26.9. Regulatory Carve-Out. Notwithstanding any other provision of these Terms, to the extent any provision of these Terms contemplates the holding, custody, or management of assets on behalf of users, the execution or arrangement of transactions in securities, virtual assets, or other financial instruments for or on behalf of users, or the provision of any service that would constitute securities investment business within the meaning of SIBA or virtual asset service within the meaning of the VASP Act, such provisions shall not apply to Dory or to your use of the Funded Trading Platform. For the avoidance of doubt, Dory operates the Funded Trading Platform solely as a proprietary trading company and does not accept, hold, or manage any funds or assets on behalf of any Trader.

26.10. Eligibility and Accounts.

26.10.1. Account Registration. In order to access the Funded Trading Platform operated by Dory on a proprietary basis, you must create an account with Dory (an "Account"). For clarity, your username or other Account details may be the same as you use to create an account on the Platform. To register for an Account, you agree to provide personal information, including your name, email address, mailing address, phone number, and date of birth, and such additional information as may be required. You must promptly update this information if it changes. This information will constitute Sign Up Data under these Terms, and we may use your Sign Up Data, among other things, to identify you, verify your identity, and confirm you are not on any government sanctions programs.

26.10.2. Single Account Requirement. You may only create and maintain one Account. If you successfully pass your evaluations, and if you are otherwise compliant with the terms of this Section 26 and these Terms, your Account will be provisioned as a Funded Account in accordance with the Funding Agreement. Accounts are personal and non-transferable. You may not assign, sell, lend, pledge, or otherwise transfer your Account to any other person or entity. Any attempt to do so may result in immediate termination or suspension of your Account, loss of access to the Funded Trading Platform, and/or forfeiture of any outstanding trading profits.

26.10.3. Account Security. You are responsible for maintaining the confidentiality of your Account username and password, and for any and all activities that occur in association with your Account. If you suspect that your Account has been breached, you must immediately notify Dory and provide such documentation as Dory may reasonably request. We will not be liable for, and expressly disclaim any liability for, any losses caused by any unauthorized use of your Account and/or any changes to your Account.

26.10.4. Eligibility. Your eligibility to use the Funded Trading Platform is governed by the eligibility requirements set forth in these Terms. You represent and warrant that you meet all such requirements. You represent and warrant that you are not and, while using the Omen Funded Trading Services, will not be, in violation of Section 24 (Sanctions and Export Controls) of these Terms.

26.11. Prohibited Trading Practices.

26.11.1. General Prohibition. TO MAINTAIN THE INTEGRITY OF THE FUNDED TRADING PLATFORM AND ENSURE FAIR EVALUATION, THE TRADING PRACTICES SET FORTH IN THIS SECTION ARE STRICTLY PROHIBITED, IN ADDITION TO THE PROHIBITED USES SET FORTH IN SECTION 9 OF THESE TERMS. Violation of any of these rules may result in immediate termination of this Section 26 and your Account, forfeiture of any potential payouts, and permanent ban from the Funded Trading Platform.

26.11.2. List of Prohibited Practices. You shall not engage, and shall not permit or encourage any other person with an Account to engage, in any of the following:

a. Unlawful Conduct: Violating any applicable laws, including any relevant and applicable anti-money laundering, anti-terrorist financing laws, anti-proliferation financing laws, and sanctions programs, such as, without limitation, the Bank Secrecy Act and the U.S. Department of Treasury's Office of Foreign Assets Control regulations, the Proceeds of

Crime Act (as revised) of the Cayman Islands and the Anti-Money Laundering Regulations (as revised) of the Cayman Islands.

b. Improper Trading: Engaging in improper or abusive trading practices, including: (i) any fraudulent act or scheme to defraud, deceive, trick, or mislead; (ii) trading ahead of another user or front-running; (iii) accommodation trading or fictitious transactions; (iv) pre-arranged or non-competitive transactions; (v) cornering, or attempted cornering, of any contracts or digital assets; (vi) wash trading (e.g., entering buy and sell orders at or about the same price, volume, and time for the purpose of generating trading volume); (vii) manipulation (e.g., trading for the purposes of affecting the market price of an asset and creating an artificial price); (viii) spoofing (e.g., placing buy or sell orders without a bona fide intent to transact and with the intent to cancel before execution); (ix) knowingly making any bid or offer for the purpose of creating a market price that does not reflect the true state of the market; (x) creating money passes (e.g., entering orders for the purpose of entering into transactions without a net change in either party's open positions but a resulting profit to one party and a loss to the other); (xi) exploiting price discrepancies or glitches, including latency arbitrage and hedge arbitrage; (xii) engaging in trading strategies that involve an excessive number of trades in very short timeframes; (xiii) taking advantage of delays in price feeds, server execution, or data updates; (xiv) copying trades from other accounts, using trade copiers, or allowing third parties to trade on your behalf without authorization; (xv) using any software, artificial intelligence, ultra-high-speed, or mass data entry tools that are designed to manipulate, abuse, or provide an unfair advantage; and (xvi) performing any conduct that is inconsistent with fair market practices or that may cause Dory, Omen, or its or their partners financial or reputational harm.

c. Platform Interference: Using the Funded Trading Platform in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Funded Trading Platform, or that could damage, disable, overburden, or impair the functioning of the Funded Trading Platform in any manner.

d. Security Circumvention: Circumventing any content-filtering techniques, security measures, or access controls that Dory employs, including through the use of a VPN.

e. Misrepresentation: Providing false, inaccurate, or misleading information, including Account information, while using the Funded Trading Platform or engaging in activity that operates to defraud Dory, Omen, or other users of the Funded Trading Platform.

f. Enforcement: Dory reserves the right to determine, in its sole discretion, whether any of your trading activity constitutes a prohibited practice. Violations may result in termination of trading privileges, forfeiture of profits, and/or legal action, at Dory's sole discretion.

26.12. Performance Fees and Payouts.

26.12.1. Evaluation and Funded Accounts. Upon successful completion of the evaluation phase, and subject to verification and compliance with all Funded Trading Platform and Dory rules, you may be engaged as a signal provider and granted access to a Funded Account pursuant to the terms of the Funding Agreement, in a Simulated Evaluation Environment

provisioned with a virtual balance representing notional proprietary capital, as further described in (and as such terms are defined and understood pursuant to) the Funding Agreement. In addition to the terms of these Terms, the terms of the Funding Agreement will apply to activities conducted in connection with a Funded Account.

26.12.2. Performance Fee. If you are granted a Funded Account, you will be entitled to a performance fee calculated as a percentage of the net profits generated in connection with your Funded Account, as further described in the Funding Agreement.

26.12.3. Payout Process. Payouts of such fees may be made through payment methods that may be communicated to you from time to time and will be processed according to the schedule and procedures set forth by Dory as may be communicated to you from time to time, including in the Funding Agreement. You must provide all required documentation and comply with all Funded Trading Platform rules, this Section 26, and these Terms to be eligible for payouts of any fees due to you under the Funding Agreement. Dory reserves the right to withhold payouts of any fees due to you under the Funding Agreement in the event of actual or suspected violations of the Funded Trading Platform rules or this Section 26, prohibited trading practices, or pending risk/compliance reviews in the sole discretion of Dory.

26.13. Trading Rules and Risk Management.

26.13.1. Compliance with Trading Rules. In accessing and using the Funded Trading Platform, you must comply at all times with all Trading Rules as published on the Funded Trading Platform, this Section 26, and these Terms. The Trading Rules may include, but are not limited to: maximum daily and overall drawdown limits; minimum trading days; news trading restrictions; maximum lot size or position size; and consistency requirements.

26.13.2. Updates to Trading Rules. Dory may update the Trading Rules and risk parameters at any time. You are responsible for reviewing and adhering to the most current rules.

26.14. Funded Trading Intellectual Property.

26.14.1. Platform Content. The Funded Trading Platform constitutes Intellectual Property owned by or licensed (or sub-licensed) to Dory and also contains materials, content, trademarks, and other Intellectual Property owned by or licensed (or sub-licensed) to Dory (including Intellectual Property licensed or sub-licensed to Dory by Omen). The Funded Trading Platform and all such content is subject to the Intellectual Property provisions set forth in Section 7 of these Terms.

26.14.2. Assignment of Rights. To the extent you are deemed to have obtained or retained, under applicable law, any right (including any Intellectual Property right), title, or interest in or to any portion of the content you create using the Funded Trading Platform or your Funded Account (excluding Trader Content), you hereby irrevocably and perpetually transfer, grant, convey, assign, and relinquish exclusively to Dory or as Dory directs (and, to the extent required by these Terms, to Omen) all of your right, title, and interest therein, without additional consideration.

26.14.3. Waiver of Moral Rights. Except as prohibited by applicable law, you hereby irrevocably and unconditionally waive, and agree to waive and never to assert or enforce, any moral rights (including attribution and integrity) that you may have in any Trader Content and in any content assigned to us under the preceding paragraph, even if it is altered or changed in a manner not agreeable to you.

26.14.4. Confidentiality. All non-public information regarding Dory's systems, strategies, funding criteria, Trading Rules, risk parameters, and proprietary data constitutes Confidential Information as defined in Section 7.5 of these Terms, is confidential, and may not be disclosed by you without Dory's prior written consent. The confidentiality obligations set forth in Section 7.5 of these Terms apply to all Confidential Information you receive in connection with this Section 26.

26.15. Limited License. Provided that you comply with this Section 26 and these Terms, Dory grants you a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, revocable, and royalty-free license (the "Trading Platform License") to access and use the Funded Trading Platform and its content solely in furtherance of generating market data and trading strategies through the Simulated Evaluation Environment and, if applicable, any Funded Account allocated pursuant to the Funding Agreement. The Trading Platform License expressly prohibits scraping, framing, hacking, reverse engineering, crawling, or aggregating the Funded Trading Platform or its content. Additional license terms and restrictions related to the Platform set forth in Section 2.1 of these Terms apply equally to the Funded Trading Platform.

26.16. Community Rules and Standards. As a user of the Funded Trading Platform, you agree to abide by the following community usage rules; any violation may result in your immediate suspension or removal from the Funded Trading Platform and loss of your Account: (a) all of your Trader Content must be original or you must have all necessary rights from third parties to permit you to comply with this Section 26; (b) be respectful of others' opinions and comments — cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited; (c) your Trader Content must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law; (d) do not impersonate any other person, user, or company, and do not submit Trader Content that you believe may be false, fraudulent, deceptive, inaccurate, or misleading; and (e) do not submit personally identifying information on community spaces or reveal another person's personal information without their consent.

26.17. User Interactions. You are solely responsible for your interaction with other users of the Funded Trading Platform, whether online or offline. Dory is not responsible or liable for the conduct or content of any user of the Funded Trading Platform. Dory reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users.

26.18. Funded Trading Limitation of Liability and Indemnification.

26.18.1. NEITHER DORY, NOR ANY OF THE DORY PARTIES, NOR ANY OMEN ENTITY, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, COMPENSATORY, OR PUNITIVE DAMAGES OR LOSSES ARISING UNDER OR IN CONNECTION WITH THIS SECTION 26 OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE FUNDED TRADING PLATFORM, INCLUDING BUT NOT LIMITED

TO LOST TRADING PROFITS, LOST DATA, OR ANY OTHER LOSSES IN CONNECTION WITH THIS SECTION 26, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

26.18.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DORY PARTIES' OR ANY OMEN ENTITY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) ARISING UNDER OR IN CONNECTION WITH THIS SECTION 26 EXCEED THE TOTAL AMOUNT PAID BY YOU TO DORY FOR ACCESSING THE FUNDED TRADING PLATFORM AND RECEIVING THE OMEN FUNDED TRADING SERVICES, IF ANY, IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, OR ONE HUNDRED U.S. DOLLARS (\$100), WHICHEVER IS GREATER. NO OMEN ENTITY (OTHER THAN DORY) SHALL HAVE ANY LIABILITY TO YOU UNDER OR IN CONNECTION WITH THIS SECTION 26.

26.18.3. For the avoidance of doubt, any limitation of liability afforded to the Omen Parties under these Terms shall, with respect to claims arising under this Section 26, inure to the benefit of Dory and the Dory Parties.

26.19. Limitation of Recourse. You acknowledge and agree that your sole and exclusive recourse under this Section 26, including for any claims, disputes, losses, damages, or liabilities arising out of or relating to the Funded Trading Platform, the Omen Funded Trading Services, or your relationship with Dory, is against Dory and not against Omen Holdings LLC, any Omen Subsidiary, any Omen Licensor, or any other Omen entity. You hereby irrevocably waive any right to assert any claim, action, or proceeding against any Omen entity (other than Dory) in connection with this Section 26, the Funded Trading Platform, or the Omen Funded Trading Services. Nothing in these Terms shall be construed to create any liability on the part of Omen Holdings LLC or any other Omen entity (other than Dory) for obligations arising under this Section 26.

26.20. Indemnification. Your indemnification obligations set forth in Section 13 of these Terms shall apply to all claims arising from your use of the Funded Trading Platform and your trading activities. For the avoidance of doubt, any indemnification obligations owed to Omen or the Indemnified Persons under these Terms shall, with respect to claims arising under this Section 26, be owed to Dory and its affiliates and each of their officers, directors, employees, subcontractors and agents (excluding you).

26.21. Funded Trading Termination. Termination by Dory. Dory may terminate this Section 26 and suspend or terminate your access to the Funded Trading Platform at any time, with or without cause, in accordance with Section 2.6 of these Terms. Grounds for termination include, but are not limited to, violation of this Section 26, these Terms, prohibited trading practices, or failure to comply with Funded Trading Platform rules.

26.22. Survival. The provisions of this Section 26 concerning Intellectual Property rights, permitted and unauthorized uses, disclaimer of warranties, limitation of liability, and indemnity, as well as any other provisions that by their nature should survive, shall survive any such termination.

26.23. Arbitration. Disputes arising from or relating to this Section 26 or your use of the Funded Trading Platform shall be resolved in accordance with the arbitration provisions set forth in Section 23 of these Terms. For the avoidance of doubt, arbitration under this Section 26 shall

be between you and Dory only. No Omen entity (other than Dory) shall be a required or necessary party to any such arbitration.

26.24. Linking to the Funded Trading Platform. Dory grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license, solely during the term of this Section 26, to create hyperlinks to the Funded Trading Platform, provided that the links only incorporate text, and do not use any Dory or Omen Funded Trading trademarks or logos (collectively, the “Marks”), the links do not suggest affiliation with Dory or Omen, and the links and content on your website do not portray Dory or the Omen Funded Trading brand (the “Brand”) in a false, misleading, derogatory, or offensive manner. You will promptly remove any links to the Funded Trading Platform upon Dory’s request.

26.25. Funded Trading Security. You understand that any information provided by you or collected by Dory in connection with your use of the Funded Trading Platform will be used in the manner described in these Terms and the Privacy Notice. While Dory implements reasonable security measures, Dory cannot guarantee that your use of the Funded Trading Platform will be completely private or secure.

26.26. Funded Trading Miscellaneous.

26.26.1. Entire Agreement. This Section 26, together with these Terms and any other Platform Contracts, constitutes the entire agreement between you and Dory with respect to the Omen Funded Trading Services. For the avoidance of doubt, the Platform Licensor and/or its affiliates are not parties to this Section 26 and have no obligations hereunder.

26.26.2. Amendment. Dory may modify this Section 26 at any time in accordance with the amendment provisions set forth in Section 25.2 of these Terms.

26.26.3. Assignment. You may not assign or transfer any right or obligation under this Section 26 without Dory’s prior written consent. Dory may assign its rights and obligations under this Section 26 without your consent, subject to applicable law.

26.26.4. No Waiver. No failure or delay by either party in exercising any right under this Section 26 shall operate as a waiver thereof.