

Revised December 4, 2021

Athenus Financial Group, LLC User Agreement

In consideration of Athenus Financial Group, LLC, and their agents and assigns (collectively, "Athenus") opening one or more accounts on my behalf ("My Account(s)" or the "Account(s)") for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds, which transactions are cleared through Oanda Corporation, I represent and agree with respect to all Accounts, whether margin or cash, to the terms set forth below (the "Agreement"). When used in this Agreement, the words "I", "Me", "My", "We", or "Us" mean the owner(s) of the Account. For purposes of this Agreement, Business Days are Monday through Friday, excluding federal holidays. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

I UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF MY RELATIONSHIP WITH ATHENUS REGARDING MY ACCOUNTS. I WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE I CLICK "SUBMIT" OR OTHER SIMILARLY WORDED BUTTON. IF I HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, I WILL EMAIL HELP@ATHENUSFX.COM. I UNDERSTAND THAT CLICKING "SUBMIT" IS THE LEGAL EQUIVALENT OF MY MANUALLY SIGNING THIS AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. BY ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE RECEIPT OF THE ATHENUS PRIVACY POLICY AND PRIVACY AND SECURITY STATEMENT. I UNDERSTAND THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY ATHENUS, WITH REVISED TERMS POSTED ON THE ATHENUS WEBSITE. I AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. I UNDERSTAND THAT BY CONTINUING TO MAINTAIN MY SECURITIES BROKERAGE ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, I AM ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF I REQUEST OTHER SERVICES PROVIDED BY ATHENUS THAT REQUIRE ME TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT. I ALSO UNDERSTAND THAT BY CLICKING "SUBMIT" I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. I ALSO UNDERSTAND THAT AGREEING TO ATHENUS TERMS OF SERVICE MEANS THAT I WILL ALSO NEED TO BE COMPLIANT WITH OANDAS TERMS OF SERVICE.

The Athenus Momentum Indicator is not investing or trading advice. It simply serves as an indicator to help users make informed decisions. Athenus is not liable for any losses incurred by placing trades, only trade with what you are willing to lose.

All U.S. customers who wish to use Athenus Services are required to establish a Athenus Account by:

Providing your name and valid email address, a password and your state of residence,

Certifying that you are 18 years or older,

Accepting User Agreement and Privacy Policy, and

Verifying your identity by submitting the following information:

Name

DOB

Physical address

SSN

Source of funds

Income/employment information (US only)

Explanation of activity (US only)

Athenus may at any time request more information if necessary, including pictures of sensitive information. All sensitive information is stored temporarily on servers protected by 256-bit encryption standard. This information is used for identity verification only. As per Athenus Privacy Policy, Athenus will not share this information to any third party excluding Oanda who, per this agreement, you are consenting that any information collected by Athenus may be shared with Oanda.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Athenus Account(s) and your use of Athenus Services. Communications include:

Terms of use and policies you agree to (e.g., the Athenus User Agreement and Privacy Policy), including updates to these agreements or policies;

Account details, history, transaction receipts, confirmations, and any other Account or transaction information;

Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and

Responses to claims or customer support inquiries filed in connection with your Account.

We will provide these Communications to you by posting them on the Athenus website, emailing them to you at the primary email address listed in your Athenus profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

A device with an Internet connection;

A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 9.0 and above, Firefox version 3.6 and above, Chrome version 31.0 and above, or Safari 7.0 and above) with cookies enabled;

A valid email address (your primary email address on file with Athenus); and

Sufficient storage space to save past Communications or an installed printer to print them.

Prohibited Use

You may not use your Athenus Account(s) to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Athenus Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at help@athenusfx.com. By opening an Athenus Account, you confirm that you will not use your Account to do any of the following:

Unlawful Activity: Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Athenus conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information

Abusive Activity: Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Athenus Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Athenus Site, other Athenus Accounts, computer systems or networks connected to

the Athenus Site, through password mining or any other means; use Athenus Account information of another party to access or use the Athenus Site, except in the case of specific Merchants and/or applications which are specifically authorized by a user to access such user's Athenus Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Athenus.

Abuse Other Users: Interfere with another individual's or entity's access to or use of any Athenus Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; harvest or otherwise collect information from the Athenus Site about others, including without limitation email addresses, without proper consent

Fraud: Activity which operates to defraud Athenus, Athenus users, or any other person; provide any false, inaccurate, or misleading information to Athenus

Unlawful Gambling: Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; or games of chance that are not sanctioned by a governmental body or regulatory authority

Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Athenus intellectual property, name, or logo, including use of Athenus trade or service marks, without express consent from Athenus or in a manner that otherwise harms Athenus or the Athenus brand; any action that implies an untrue endorsement by or affiliation with Athenus

Prohibited Businesses

In addition to the Prohibited Uses described above, the following categories of businesses, business practices, and sale items are barred from Athenus Services ("Prohibited Businesses"). Most Prohibited Businesses categories are imposed by Card Network rules or the requirements of our banking providers or processors. The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of Athenus Services involves a Prohibited Business, or have questions about how these requirements apply to you, please contact us at help@athenusfx.com.

By opening a Athenus Account, you confirm that you will not use Athenus Services in connection with any of following businesses, activities, practices, or items:

Investment and Credit Services: Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes

Restricted Financial Services: Check cashing, bail bonds; collections agencies.

Intellectual Property or Proprietary Rights Infringement: Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder

Counterfeit or Unauthorized Goods: Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen

Regulated Products and Services: Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis

Drugs and Drug Paraphernalia: Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs

Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body

Substances designed to mimic illegal drugs: Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)

Adult Content and Services: Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features

Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs

Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers

High risk businesses: any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies