

Webull Canada Crypto Limited – Crypto Account Agreement

This Crypto Account Agreement (this “**Agreement**”) is entered into by and between you (“**Customer**”, “**you**”, “**your**” and terms of similar import) and Webull Canada Crypto Limited (“**Webull**”, “**we**”, “**us**”, “**our**” and terms of similar import). This Agreement, as may be amended, supplemented, or otherwise modified from time to time in accordance with its terms, governs your access to and use of the crypto asset trading account that you hold with Webull (your “**Crypto Account**”) for the purpose of buying, selling, and holding digital currencies (each, a “**Crypto Asset**” and, collectively, “**Crypto Assets**”), including without limitation the content, functionality, and services provided to you by Webull in connection with your Crypto Account (collectively, the “**Crypto Services**”).

In consideration for Webull opening your Crypto Account, you agree to the terms and conditions set forth in this Agreement, as may be amended from time to time in accordance with its terms.

BY CLICKING “SUBMIT APPLICATION” OR OTHER SIMILARLY WORDED BUTTON, TYPING YOUR NAME, OR OTHERWISE ENTERING YOUR ELECTRONIC SIGNATURE YOU REPRESENT THAT YOU HAVE CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU UNDERSTAND THAT CLICKING OR CHECKING “SUBMIT APPLICATION” OR TYPING OR SIGNING YOUR NAME IN THE ELECTRONIC SIGNATURE FIELD IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT AND LEGALLY BINDS YOU TO ITS TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE LOCATED AT SECTION 19. YOU UNDERSTAND THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS. YOU UNDERSTAND THAT BY CONTINUING TO MAINTAIN AN ACCOUNT YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THE REVISED AGREEMENT AND WILL BE LEGALLY BOUND THEREBY.

1. **Crypto Account.**

- a. Webull will carry and maintain your Crypto Account. You will access your Crypto Account and the Crypto Services through our mobile application, desktop application, and website (collectively, our “**Platform**”). The Platform is owned and operated by Webull Technologies Pte. Ltd. (“**Webull Technologies**”), an affiliate of Webull. By accessing the Platform, you will be subject to certain agreements and policies of Webull Technologies, including without limitation its Privacy Policy and Terms of Service (each available for review on the Platform). In addition, by opening a Crypto Account you will be subject to the terms of any applicable account agreements (including without limitation this Agreement), policies, and disclosures applicable to your Crypto Account and to any services or content you access through your Crypto Account
- b. You hereby appoint Webull as your agent for the purposes of carrying out your directions and instructions in respect of your Crypto Account, and authorize us to: (i) open and close your Crypto Account, (ii) direct transfers of funds or Crypto Assets to or from one or more third party liquidity providers (each, a “**Liquidity Provider**”) and/or third party Crypto Asset custodians (each, a “**Custodian**”), (iii) place and cancel orders, and (iv) take such other actions as are reasonable to carry out your instructions or directions. You acknowledge that we provide the Crypto Services solely through the Platform and you agree to transmit and receive financial information and instructions electronically through the Platform.
- c. You hereby authorize us to disclose your non-public personal information, including without limitation personally identifying information and transaction data, as we may determine in our sole discretion to third parties, including without limitation to our affiliates, third party service

providers, and relevant regulatory authorities (including the Canadian Investment Regulatory Organization (“**CIRO**”)). For more information on how we may use and share personal information that you provide to us please see our privacy policy available on our website at webull.ca.

- d. Your Crypto Account is self-directed, and you are solely responsible for all orders placed in your Crypto Account, for all debits and losses in your Crypto Account, and for determining the suitability of any investment in Crypto Assets. You acknowledge and agree that: (i) neither Webull nor any person acting on behalf of Webull provides any investment advice or recommendations in respect of your Crypto Account or any transaction in your Crypto Account, and (ii) nothing appearing on or provided to you through the Platform is or shall be deemed to be investment advice or a recommendation or solicitation to engage in any investment activity.
- e. You must submit all instructions in respect of your Crypto Account and any transaction in your Crypto Account through the Platform. You acknowledge and agree that: (i) Webull and each of its affiliates, agents, and representatives will be entitled (but not required) to rely and act upon any instructions or directions that it reasonably believes to be delivered by you through the Platform; and (ii) that Webull will not have any obligation to independently verify the identity of any person accessing your Crypto Account or to separately confirm any instructions that it reasonably believes to be delivered by you through the Platform in respect of your Crypto Account in accordance with its standard identity verification procedures.

2. **Supported Crypto Assets.**

- a. You will only be able to buy, sell, and hold certain Crypto Assets which have been approved by Webull (each, a “**Supported Crypto Asset**”) through your Crypto Account. Webull may, at any time in its sole discretion and without notice to you, elect to begin supporting a new Supported Crypto Asset or stop supporting an existing Supported Crypto Asset. In the event that we elect to stop supporting an existing Supported Crypto Asset we will attempt to provide advance notice to you, but we will have no obligation to provide such notice. If we elect to stop supporting any existing Supported Crypto Asset that you are holding in your Crypto Account we may, in our sole discretion and without notice to you, liquidate such Crypto Asset and credit your Crypto Account with the proceeds.
- b. You acknowledge and agree that, in the event a Supported Crypto Asset that you hold in your Crypto Account for any reason cannot be demonstrated to have any value or is untradeable through any of our Liquidity Providers, (i) we may, in our sole discretion and without notice to you, remove such valueless Crypto Asset from your Crypto Account without compensation to you, or with only nominal compensation to you, and (ii) we will not be liable to you for any loss you may experience in respect of such Crypto Asset.
- c. Webull will not support airdrops, metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins, which supplement or interact with any Supported Crypto Asset (collectively, “**Advanced Protocols**”) unless we specifically notify you otherwise. Your Crypto Account will not support, and the Crypto Services (as defined below) will exclude any Advanced Protocols. We will not be liable to you for any losses, including without limitation any lost profit you may experience in connection with an unsupported Advanced Protocol.

3. **Crypto Services.**

- a. We will offer certain content, functionality, and services (collectively, the “**Crypto Services**”) to you through your Crypto Account. The Crypto Services will include, without limitation, placing supported order types to buy or sell Supported Crypto Assets, providing custodial services for Crypto Asset in your Crypto Account, and enabling transfers of cash to and from your Crypto Account. We may, at any time in our sole discretion and without notice to you, alter, amend, restrict, modify, or terminate all or any portion of the Crypto Services or any functionality of the Crypto Services.
- b. You acknowledge and agree that: (i) the provision of Crypto Services is subject to Applicable Law (as defined below), including without limitation the terms of the exemptive relief granted to Webull by CIRO, and (ii) that we will not be liable to you for any loss you may incur as a result of any such alteration, amendment, restriction, modification, or termination of the Crypto Services or any functionality thereof. As used herein, “**Applicable Law**” means any federal, provincial, or local law (statutory, common, or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling, or other similar requirement enacted, adopted, promulgated, or applied by any transnational, domestic, or foreign federal, state, or local governmental authority, department, court, agency, official, or any applicable self-regulatory organization (including any political subdivision of any of the foregoing) that is binding upon or applicable to the relevant party, this Agreement, your Crypto Account, any transactions in your Crypto Account, the Crypto Services, or this Agreement.

4. **Crypto Asset Transactions.**

- a. Placing Orders in your Crypto Account. Subject to the terms and conditions of this Agreement, you may place supported order types for the purchase or sale of Supported Crypto Assets (each, an “**Order**”) through your Crypto Account. In respect of each order to purchase a Supported Crypto Asset, you must have sufficient cash in your Crypto Account to satisfy such Order. In respect of each order to sell a Supported Crypto Asset, you must have a sufficient quantity of such Supported Crypto Asset in your Crypto Account to satisfy such Order. You acknowledge and agree that: (i) may not place margin orders through your Crypto Account, (ii) you may not fund any purchase Order in whole or in part with any Crypto Asset, and (iii) you may not satisfy any sale order with any Crypto Asset other than the Crypto Asset specified in the sale order. If you place an Order without sufficient funds or a sufficient quantity of the applicable Supported Crypto Asset to satisfy such Order, we may, in our sole discretion, reject the Order, cancel the entire Order, or partially fill the Order.
- b. Order Execution. In respect of each Order, we will provide you an estimate of the quantity of Crypto Asset or the sale proceeds you will receive, as applicable, based on the sum of the purchase or sale price available through the applicable Liquidity Provider (which we will select in our sole discretion in accordance with Applicable Law and the terms of this Agreement), plus any Order Fees and Transaction Fees (each as defined below). All prices will be displayed in United States dollars. You acknowledge and agree that: (i) all executed orders are final and are not reversible, and (ii) the quantity of Crypto Asset or the sale proceeds you receive in respect of any Order may differ from the estimate we provide you due to market fluctuations, and we will not be liable to you for any such difference.

- c. Order Settlement. You hereby authorize and direct us to settle executed Orders in your Crypto Account with Liquidity Providers by immediately transferring or delivering cash or Crypto Asset, as applicable, to the relevant Liquidity Provider(s).
- d. Acceptance of Orders; Cancellation of Orders. We reserve the right, in our sole discretion and without notice to you, to decline to accept any Order or to cancel any pending Order in whole or in part for any reason. We will not be liable to you for any losses you incur as a result of our decision to decline to accept an Order or to cancel an order in whole or in part.
- e. Order Errors; Correction of Orders. You are solely responsible for ensuring that all information related to each Order is accurate. We will not be liable to you for any losses you may experience as the results of a mistyped or otherwise erroneous order in your Crypto Account. If we determine, in our sole discretion, that an Order was not executed at the fair market value of the applicable Crypto Assets for any reason we may cancel or correct such order in our sole discretion. We will not be liable to you for any loss you may experience as a result of any erroneous Order that you submit, or as a result of any correction or cancellation by us of any Order you submit.

5. **Crypto Asset Custody.**

- a. You hereby appoint us to act as custodian of the Crypto Assets in your Crypto Account, to be held in trust by us for your benefit subject to the terms of this Agreement. You acknowledge and agree that we will hold Crypto Assets in your Crypto Account in one or more omnibus custodial accounts (each, a “**Custodial Account**”) with one or more Custodians selected by us in our sole discretion. Crypto Assets held in Custodial Accounts will be commingled with Crypto Assets held by other clients of Webull in their Crypto Accounts but will be segregated from any Crypto Asset held by Webull Financial or any other investment dealer customer of the applicable Custodian. Additionally, we may from time to time hold Crypto Assets in your Crypto Account in one or more online “hot wallets” controlled by us or by a Custodian on our behalf in connection with trades in Crypto Assets with or transfers of Crypto Asset to or from Liquidity Providers (each, a “**Hot Wallet**”). You acknowledge that Crypto Assets held in Hot Wallets will be commingled with Crypto Assets held by other clients of Webull in their Crypto Accounts and with the crypto assets or digital assets held by any other investment dealer customer of the applicable Custodian.
- b. For the avoidance of doubt, all Crypto Assets that you hold in your Crypto Account will be beneficially owned by you, and not by Webull or any third party. We will maintain records that separately identify the Crypto Asset owned by each of our customers in each Custodial Account and Hot Wallet. We will not (i) loan, pledge, hypothecate, or otherwise encumber any Crypto Asset in your Crypto Account, (ii) use any Crypto Asset in your Crypto Account for our business purposes, or (iii) consent to or otherwise permit any Custodian or Liquidity Provider to do any of the foregoing.

6. **Crypto Asset Transfers.**

- a. We will not provide any functionality allowing you to transfer any Crypto Asset to or from your Crypto Account to any wallet or address that is not a Custodial Account or Hot Wallet. You will not have any right or ability to transfer Crypto Assets to or from your Crypto Account. You acknowledge and agree that to withdraw all or a portion of your assets from your Crypto Account you will be required to liquidate any applicable Crypto Asset and withdraw the cash proceeds of such liquidation.

7. Fees.

- a. Order Fees. We will charge you a fee and/ or retain a margin in respect of each Order (each, an “**Order Fee**”) in the amount indicated on the fee schedule available on our Platform at webull.ca (the “**Fee Schedule**”). We may update the Fee Schedule in our sole discretion following a prior notice of 60 days posted on our website at webull.ca.
- b. Transaction Fees. Additionally, we will charge you transaction fees (“**Transaction Fees**”) in respect of each Order consisting of (i) any applicable network, gas, or other fees necessary in connection with the execution and settlement of the Order, and (ii) any fees charged by any third party, including without limitation the applicable Liquidity Provider, in connection with the execution and settlement of the Order.

8. Forks; Airdrops.

- a. Forks. From time to time, the operating rules governing the network underlying a Supported Crypto Asset may be subject to changes from time to time that result in the existence of more than one parallel version of the network (each such change, a “**Fork**” and each resulting, surviving network a “**Forked Network**”), and in the creation of a new Crypto Asset associated with each new Forked Network. You acknowledge and agree as follows:
 - i. we will not be liable to you for any loss you may experience as the result of a Fork that adversely affects the value of any Crypto Asset in your Crypto Account.
 - ii. In the event of a Fork we will determine in our sole discretion which Forked Network, if any, we will support and we may suspend the Crypto Services in respect of any affected Supported Crypto Asset until we have made such determination. We will not be liable to you for any loss you may experience as a result of such suspension of Crypto Services.
 - iii. In the event of a Fork, if we elect not to support any Forked Network, you will not have any claim to or right to receive any Crypto Asset associated with any unsupported Forked Network. We will not be liable to you for any loss you may experience as a result of our decision not to support any Forked Network.
- b. Airdrops. From time to time, one or more third parties may transfer, or attempt to transfer, new or additional digital assets to existing holders of a Crypto Asset (an “**Airdrop**”, and each such asset an “**Airdrop Asset**”). In respect of any Airdrop to any Custodial Account or Hot Wallet, you acknowledge and agree as follows:
 - i. no Airdrop Asset will be a Supported Crypto Asset unless so designated by Webull in its sole discretion, and we will not be liable to you for any loss you may experience as a result of any determination not to support an Airdrop Asset.
 - ii. You will not have any right to receive or any other claim to any Airdrop Asset unless we, in our sole discretion, determine that such Airdrop Asset will be a Supported Crypto Asset.
 - iii. If we determine that an Airdrop Asset will be a Supported Crypto Asset, we may retain for our own account, or sell a portion of the received Airdrop Asset to compensate us for the reasonable costs of onboarding and supporting such Airdrop Asset.

9. Representations and Warranties.

- a. You represent and warrant to Webull at all times during the term of this Agreement as follows:
 - i. all information that you have provided to us or to any of our affiliates in any form in connection with your application for a Crypto Account, your Crypto Account, or the Crypto Services is complete, accurate, and not misleading in any respect. If any such information changes, you will promptly notify us of such change as soon as possible, but in any event not more than thirty (30) days following such change;
 - ii. you are a resident of Canada and you are at least the age of majority under Applicable Law;
 - iii. you are not subject to any economic sanctions or restrictions under Applicable Law, including without limitation the United Nations Act, the Special Economic Measures Act, or the Justice for Victims of Corrupt Foreign Officials Act, and you are not a listed, named, or designated person under any of the foregoing;
 - iv. you are the sole owner of your Crypto Account and no person or entity other than you has any interest in your Crypto Account; and
 - v. you are in compliance with all Applicable Laws in respect of this Agreement and your access to and use of your Crypto Account and the Crypto Services.

10. Covenants.

- a. You are prohibited from engaging in or facilitating (or attempting to engage in or facilitate) any of the following conduct (collectively, “**Prohibited Conduct**”) in connection with your access to and use of our Platform, your Crypto Account, or the Crypto Services:
 - i. conducting any transactions or engaging in activity that violates Applicable Law or is otherwise fraudulent or abusive;
 - ii. using or attempting to use any other person’s Crypto Account;
 - iii. profiting from or otherwise exploiting any technical malfunction, system failure, delay, disruption, cybersecurity breach, or error;
 - iv. impersonating any other person;
 - v. using your Crypto Account, the Crypto Services, or our Platform to carry on any commercial or business activity, or for any purpose other than your personal use;
 - vi. copying or disseminating any content from the Platform;
 - vii. engaging in transactions where you have material, non-public information relating to the applicable Crypto Asset (s);
 - viii. disrupting or interfering with the security of your Crypto Account, the Crypto Services, or the Platform;

- ix. attempting to obtain unauthorized access to any Crypto Account, the Crypto Services, or the Platform;
 - x. harvesting or extracting data from or relating to any Crypto Account, the Crypto Services, or the Platform;
 - xi. modifying or making derivative works based on, incorporating, or otherwise referencing any Crypto Account, the Crypto Services, or the Platform;
 - xii. accessing any Crypto Account, the Crypto Services, or the Platform for competitive purposes, including without limitation to reverse engineer, copy, decompile, attempt to derive the source code of, any Crypto Account, the Crypto Services, or the Platform; or
 - xiii. violating the terms of this Agreement and any other agreement you may have with Webull or any of its affiliates.
- b. You will promptly review all Crypto Account statements, transaction confirmations, and other documentation that we provide to you in connection with your Crypto Account (collectively, “**Account Statements**”). You must notify us through the Platform of any objection to any Account Statement, including without limitation any claimed error or fraudulent occurrence, within 3 days after you receive such Account Statement. If you fail to timely object as provided herein, Webull is entitled to treat the information contained in an Account Statement as accurate and conclusive. In all cases, we reserve the right to determine the validity of your objection to any Account Statement. If you object to a transaction in your Crypto Account for any reason, you acknowledge and agree that: (i) you are obligated to take action to limit any losses that may result from such transaction; and (ii) you bear sole responsibility for any losses relating to the transaction, even if your objection is ultimately found valid. Nothing in this provision shall limit your other responsibilities or obligations under this Agreement.

11. Risk Disclosure Acknowledgment.

- a. You hereby acknowledge receipt of the Webull Crypto Asset Risk Disclosure (the “**Risk Disclosure**”), which is also available on the Platform at webull.ca. You further acknowledge and agree that you have fully reviewed and understand the Risk Disclosure.

12. Additional Acknowledgments and Disclosures.

- a. You acknowledge that: (i) Crypto Assets are highly volatile, speculative investment assets; and (ii) there can be no assurance that you will receive any appreciation on an investment of funds in Crypto Assets and you may lose some or all of the funds you invest in Crypto Assets. You represent and warrant that, prior to each investment in Crypto Assets through your Crypto Account, that you have carefully and thoroughly researched the relevant assets and weighed the potential risks of such investment in Crypto Assets in light of your personal financial situation, including without limitation the potential tax consequences of any investment in Crypto Assets, to determine whether such investment is appropriate for you.
- b. You acknowledge that: (i) neither Webull nor any of its affiliates provides any financial advice, investment advice, legal advice, tax advice, or any other advice or recommendations in connection with your Crypto Account, the Crypto Services, or any transactions in your Crypto Account; (ii) Webull does not evaluate or consider your individual financial situation in

connection with orders or instructions for your Crypto Account; and (iii) you are solely responsible for all orders and investment decisions in your Crypto Account.

- c. You acknowledge that: (i) you are solely responsible for withholding, collecting, reporting, and remitting all taxes applicable to your Crypto Account and transactions and assets in your Crypto Account to the applicable governmental authorities; and (ii) we may be required by Applicable Law to disclose information about your Crypto Account at any time.
- d. Neither Webull nor any of its affiliates owns or controls any of the protocols or networks underlying any Crypto Asset. We will not be liable to you for any loss you may experience as a result of a Fork or any other change to any protocol or network underlying any Crypto Asset, and we make no guarantees regarding the security, functionality, or availability of any protocol or network underlying any Crypto Asset.

13. **Crypto Account Security.**

- a. You will not grant or permit any other person or entity to access your Crypto Account, provide your Crypto Account login credentials to any other person or entity, or allow any person to give orders or instructions for your Crypto Account to Webull (except with Webull's prior written consent). If you permit any other person or entity to access to your Crypto Account, use any electronic device(s) through which you access your Account, or to learn your Crypto Account login credentials, you do so solely at your own risk, and Webull will not be liable to you for any instructions, orders, or other actions that such person may take in respect of your Crypto Account. You acknowledge and agree that it is your sole responsibility to maintain the confidentiality of your Crypto Account login credentials and to maintain the security of your Crypto Account, and you further agree to regularly monitor your Crypto Account and Account Statements for unauthorized access and unauthorized activity.
- b. You will immediately notify Webull if you become aware of: (i) any loss, theft, or unauthorized use of your Crypto Account or Crypto Account login credentials, or any unauthorized access to or use of your Crypto Account; (ii) any failure by you to receive any Account Statement or other communication in respect of your Crypto Account; (iii) any receipt by you of an Account Statement or other communication that you do not recognize as authentic or which contains inaccurate information relating to your Crypto Account or any transaction in your Crypto Account; (iv) any receipt by you of a security alert or similar notification concerning your Crypto Account (each of the foregoing, a "**Potential Fraudulent Event**"). Webull will be entitled to take any action it deems necessary in its sole discretion and in accordance with Applicable Law to prevent, investigate, and resolve any Potential Fraudulent Event. Without limiting the foregoing, in the event of any Potential Fraudulent Event in which assets are wrongfully credited to your Account, you acknowledge and agree that: (A) you will not take any action in respect of all or any portion of such assets, including without limitation investing, liquidating, withdrawing, or transferring such assets; (B) you will be responsible for any losses, including without limitation trading losses, resulting from any action you may take in respect of such assets; and (C) you will not be entitled to receive or retain any appreciation in value resulting from any action you may take in respect of such assets.
- c. Upon request by Webull, you will report any Potential Fraudulent Event promptly to the proper legal authorities and to provide us a copy of any report prepared by any such legal authority. You agree to cooperate fully with legal authorities and with Webull in connection with any investigation of any Potential Fraudulent Event, including but not limited to promptly completing any required affidavits. You agree to allow Webull Financial access to any electronic device(s) through which you access your Crypto Account and your network in connection with Webull's investigation of any Potential

Fraudulent Event. You acknowledge that if you fail to comply with any of the foregoing that your Crypto Account may be suspended, and that you may encounter delays in regaining access to your Crypto Account, any assets in your Crypto Account, or the Crypto Services.

- d. From time to time, Webull and/or its affiliates may release software updates for the Platform. You acknowledge and agree: (i) that you are responsible for installing any such updates and maintaining the latest version of the Platform software on any device through which you access your Crypto Account. Neither Webull nor any of its affiliates will be liable to you for any losses you may incur as a result of your use of outdated Platform software.

14. No Depositor or Investor Protection Insurance.

- a. You hereby acknowledge that Crypto Assets in your Crypto Account are not insured or otherwise protected by the Canadian Investor Protection Fund, the Canadian Deposit Insurance Corporation (CDIC), or any other form of investor protection.
- b. Funds held in bank accounts at Canadian banks may benefit from protection by the Canadian Deposit Insurance Corporation (CDIC). To learn more about the CDIC and its protections visit <https://www.cdic.ca/>.

15. No Warranties; Limitation of Liability.

- a. You acknowledge and agree that your use of the Platform, your Crypto Account, and the Crypto Services is at your sole risk. All information, materials, and services provided by, on behalf of, or through Webull or any of its affiliates are provided on an “as is,” “as available” basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under Applicable Law. Although Webull and its affiliates expend considerable efforts to make the Platform, your Crypto Account, and the Crypto Services available, neither Webull nor any of its affiliates warrants that any of the foregoing will be available and error-free at any time.
- b. You acknowledge and agree that you are solely liable for all losses that you may incur arising from or in connection with your access to and use of the Platform, your Crypto Account, and the Crypto Services, including without limitation for the payment of any debit balance in your Crypto Account. Neither Webull nor any of its affiliates, nor any of its or their respective past, present, or future officers, directors, employees, agents, or representatives (collectively, the “**Webull Parties**”) will be liable for any direct, incidental, consequential, punitive, special, or exemplary damages (including loss of profits, loss of use, trading losses, or loss of other costs or savings) arising out of or in connection with: (i) this Agreement, your access to or use of the Platform, your Crypto Account, or the Crypto Services; (ii) handling by Webull of any Orders or other instructions that you deliver relating to transactions in your Crypto Account, including without limitation in respect of erroneous, declined, corrected, or cancelled Orders; (iii) any error, delay, or failure of any kind by a third party, including a Liquidity Provider in connection with the execution or settlement of any Order; (iv) any interruptions in service due to maintenance, updates or changes, or technological or system failures affecting the Platform, your Crypto Account, or any Crypto Services, or any systems or services provided by any third party on which we rely in connection with the operation and provision of the Platform, your Crypto Account, and the Crypto Services; or (v) for any interruption of service resulting from the occurrence of an event or condition beyond Webull’s reasonable control, or the

occurrence or multiple events or conditions beyond Webull's reasonable control, which individually or in the aggregate affect the availability or operation of the Platform, or otherwise adversely affect your access to or use of the Platform, your Crypto Account, or the Crypto Services, including without limitation the failure of physical or digital infrastructure, computer viruses, labor disputes, armed conflicts, governmental actions or restrictions, earthquake, flood, severe or extraordinary weather conditions, natural disasters or other act of God, fire, acts of war, terrorist attacks, insurrection, riot, accidents, exchange or market rulings, or suspensions of trading, in each case regardless of cause or form of action, whether in contract, tort, strict liability, statutory liability, or otherwise, and whether or not such damages were foreseen, unforeseen, or foreseeable, even if the applicable Webull Party has been advised of the possibility of such damages; provided, that the limitations of liability set forth in this Section 15(b) will not apply to the extent not permitted by Applicable Law, or to the extent that such losses or damages are a direct result of any act constituting gross negligence, fraud, or willful misconduct by any Webull Party.

16. Indemnity.

- a. You agree to indemnify, defend and hold harmless the Webull Parties from and against any and all loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense, or fee (including attorneys' fees and costs of collection) of any nature whatsoever, and any claims therefor (collectively, "**Losses**") arising out of or in connection with: (i) your access to and use of the Platform, your Crypto Account, and the Crypto Services; (ii) your noncompliance with any of the terms and conditions of this Agreement or any other agreements, policies, or disclosures applicable to your access to or use of the Platform or the Crypto Account, including without limitation your breach of any representation or warranty contained in this Agreement; (iii) any transactions in your Crypto Account; (iv) your use of any data or content obtained through the Platform; (v) any actual or alleged act or omission by you or on your behalf in connection with this Agreement, your Crypto Account, or the Crypto Services that constitutes fraud, gross negligence, willful misconduct, a violation of Applicable Law, or a material misrepresentation of fact, including without limitation any failure to provide information that is current, accurate, truthful, and complete, or to update such information as necessary; (vi) any Potential Fraudulent Event; (vii) any act or omission by any Webull Party in respect of your Crypto Account, including without limitation any Webull Party following any of your directions or instructions in respect of your Crypto Account, or failing to follow any of your directions or instructions that would result in a violation of Applicable Law or are otherwise unreasonable; or (viii) any act or omission of any third party in connection with your Crypto Account.
- b. Further, if you authorize or allow any third party to gain access to your Crypto Account or to use or access the Platform or any Crypto Services, you will indemnify, defend, and hold harmless the Webull Parties from and against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. Webull does not warrant against and is not liable for any Losses you may incur, any loss of use, or any direct, indirect, or consequential damages or other damages of any kind caused by your assent, express, or implied, to a third party accessing or using your Crypto Account or any Crypto Services provided by or us to you through your Crypto Account.

17. Indebtedness.

- a. You will at all times be liable for the payment upon demand of any obligations owing from you to Webull. You will be liable to Webull for any deficiency in your Crypto Account at any time and you shall promptly make payment of such obligations. If you fail to promptly make payment of any deficiency in your Crypto Account or other obligation owing to us, then, in addition to any other right

or remedy to which we are entitled, we may at any time and without notice or demand to you, sell or otherwise apply some or all of your cash or Crypto Asset in your Crypto Account to eliminate or reduce such deficiency or obligation. You shall remain liable to us for any portion of such deficiency or obligation remaining following the exercise by us of any or all of our available rights and remedies.

18. Termination or Suspension of Crypto Account and Crypto Services.

- a. This Agreement will automatically become effective upon opening of your Crypto Account.
- b. You may close your Crypto Account at any time upon written notice to us through the Platform after all amounts due and owing in respect thereof, including payment of any debit balance, are paid in full. We reserve the right to terminate your Crypto Account, or to suspend your access to your Crypto Account or to all or any portion of the Crypto Services at any time, for any reason or for no reason, and without notice to you. The terms and conditions of this Agreement will survive termination of your Crypto Account and will continue to apply to any disputed or other remaining matters involving your Crypto Account or your relationship with Webull. After the termination of your Crypto Account, you will remain liable to Webull for payment of any indebtedness or obligation to as provided under this Agreement.

19. Arbitration.

- a. By entering into this Agreement, each of Customer and Webull agrees that either of Webull or Customer may submit any dispute or controversy arising out of or relating to this Agreement or the Account to arbitration, in accordance with the rules then prevailing of CIRO or pursuant to any arbitration program available to Customer in the various provinces of Canada, as Customer may elect, by submitting a notice of intent to arbitrate to the other party by registered mail. Any arbitration hereunder will be conducted before a panel of at least three arbitrators, unless the rules of the selected arbitration forum do not permit three or more arbitrators. Any award by an arbitration panel will be final and binding on the parties, and judgment upon such award may enter in any court, provincial or federal, having jurisdiction.
- b. By agreeing to submit to arbitration, Customer acknowledges and agrees as follows; (i) arbitration is final and binding on the parties, (ii) Customer is waiving the right to seek remedies in court; (iii) discovery in arbitration proceedings is generally more limited than in court proceedings, (iv) the award of an arbitration panel is not required to include factual or legal findings or to explain the panel's reasoning for any award, (v) the parties' right to seek modification of any ruling or award by an arbitration panel is strictly limited, and (vi) the arbitration panel may include persons who were or are affiliated with the securities industry.

20. Miscellaneous.

- a. Amendments. We may, in its sole discretion and without notice to you, amend, supplement, or otherwise modify this Agreement. We will provide a copy of the current version of this Agreement on the Platform. Your continued maintenance of, access to, or use of your Crypto Account after the date that any modification to this Agreement is posted to the Platform will constitute your acceptance of the terms of the Agreement as modified. You will regularly monitor the Platform for and review any such modifications to this Agreement, any disclosures, and any other information that Webull or any of its affiliates may provide in respect of the Platform, your Crypto Account, or the Crypto Services.

For the avoidance of doubt, no amendment or modification of this agreement by Customer will be permitted unless agreed to in a writing signed by Webull.

- b. Consent to Additional Terms. In addition to the terms set forth in this Agreement, you will be subject to any posted terms, disclosures, or other agreements or guidelines applicable to your access to or use of the Platform, your Crypto Account, or the Crypto Services.
- c. Severability. If any provision or term of this Agreement is held to be invalid, void, or unenforceable reason of any applicable law, rule, administrative order, or judicial decision, or otherwise is or becomes inconsistent with Applicable Law, such provision or term will be deemed rescinded or modified to the minimum extent necessary to comply with Applicable Law. In all other respects, the Agreement will remain valid and continue in full force and effect.
- d. No Waiver. Any waiver by us of a breach of any provision of this Agreement will not operate as or be construed as a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. No failure by us to insist upon strict adherence to any term of this Agreement on one or more occasions shall be considered a waiver of, nor deprive Webull of the right thereafter, to insist upon strict adherence to that term or any other term of this Agreement. No waiver of any term of this Agreement will be effective unless made in writing and signed by Webull.
- e. Assignment. You may not assign this Agreement or any rights or obligations under this Agreement without our prior written consent. We may assign, sell, or transfer your Crypto Account and this Agreement, or any portion thereof, at any time and without your prior consent. This Agreement will inure to the benefit of Webull and its successors, assigns and agents. You agree that this Agreement and all terms hereof will be binding on your heirs, executors, administrators, personal representatives, conservators, and any assigns permitted by us.
- f. Power of Attorney. You hereby irrevocably appoint Webull as your true and lawful attorney-in-fact, with full power to the extent permitted by Applicable Law, for the purpose of carrying out the provisions of this Agreement, including any instructions you may give in accordance with this Agreement, and taking any action and executing any instrument that we deem necessary or advisable to accomplish the purposes of this Agreement.
- g. Headings. Headings in this Agreement are for descriptive purposes only and will not be deemed to modify or qualify any right or obligation set forth herein, nor will they be used to construe or interpret any of the provisions hereunder.
- h. Entire Understanding. This Agreement, the Risk Disclosure, and any other applicable agreements, policies, or disclosures posted to the Platform in respect of the Platform, your Crypto Account, or the Crypto Services, contain the entire agreement between Webull and you and supersede all prior or contemporaneous communications or proposals in any form.
- i. Choice of Law. This Agreement will be governed by the laws of the jurisdiction in which Customer resides unless Customer resides outside of Canada, in which case the laws of the Province of Ontario will govern.
- j. Electronic Signatures. Your intentional action in providing an electronic signature, constituted by clicking a button indicating an electronic signature, typing your name in a signature field, or otherwise entering an electronic signature, is valid evidence of consent to be legally bound by this Agreement and as valid evidence of consent to be legally bound by any other applicable agreements,

disclosures, policies, or other posted materials relating to this Agreement. The use of an electronic version of Account Statements or similar documents fully satisfies any requirement that they be provided to you in writing. You are solely responsible for reviewing and understanding all of the terms and conditions of this Agreement, any amendments, supplements, or modifications hereto, and any other agreement you may enter into with Webull. You accept as reasonable and proper notice, for the purpose of Applicable Law, notice by electronic means, including, the posting of modifications to this Agreement on the Platform. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic, and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of our electronically stored copy of this Agreement in any proceeding arising out of or in connection with this Agreement, your Crypto Account, or the Crypto Services.