

ARCHITECT BERMUDA LTD.
TERMS OF SERVICE

Last Updated: December 11, 2025

These Terms of Service (“**Terms**” or “**ABL Terms**”) constitute an agreement between Architect Bermuda Ltd. a Bermuda exempted company limited by shares incorporated in Bermuda with registration number 202404126 (“**ABL**,” “**we**” or “**us**”) and any person (“**you**”) who initiates and/or completes the process to open and maintain an account with ABL to enter orders in perpetual futures contracts (“**Perpetual Futures**”) and for use of certain trading tools and software services made available by Architect Financial Technologies Inc. (“**AFT**”), our parent company (collectively, the “**ABL Services**”).

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE ABL SERVICES. BY SIGNING THIS DOCUMENT AND USING THE ABL SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE ABL SERVICES IS SUBJECT TO THESE TERMS; IF YOU DO NOT AGREE, DO NOT USE THE ABL SERVICES.

ABL holds dual licenses from the Bermuda Monetary Authority (the “**Licenses**”):

- a standard investment business license under the Bermuda Investment Business Act, 2003 (as amended) and
- a Class F digital assets business license under the Bermuda Digital Assets Business Act, 2018 (as amended).

Binding Arbitration. PLEASE BE AWARE THAT SECTION 23(b) (GOVERNING LAW AND DISPUTE RESOLUTION) GOVERNS THE RESOLUTION OF DISPUTES BETWEEN YOU AND ABL. SECTION 23(b) INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. PLEASE READ SECTION 23(b) CAREFULLY.

1. Eligibility. In using the ABL Services and agreeing to these Terms, you are confirming that (i) you can legally enter into binding agreements and are legally permitted to use the ABL Services in your jurisdiction, (ii) you are not subject to any sanctions from any domestic or foreign government nor otherwise prohibited by law from using the ABL Services, and (iii) that ABL may electronically deliver account agreements, statements, disclosures and any other applicable documentation. In addition, by agreeing to the ABL Terms, you agree to be bound by AFT’s Website Terms of Use available [here](#), and the Privacy Policy applicable to AFT, ABL, and its affiliates and subsidiaries available [here](#), which describes the collection, use and disclosure of information relating to you and your use of the ABL Services (collectively, the “**Website Terms**”). Such Website Terms are fully incorporated into these ABL Terms by reference. If there is any conflict between these ABL Terms and any other agreement(s) or terms you have entered into with ABL or AFT, including the Website Terms, the conflicting provision in these ABL Terms will control with respect to the ABL Services. These ABL Terms govern your use of the ABL Services only as between you and ABL, and your use of any Third-Party Services (defined below) in connection with the ABL Services may be subject to or limited by the providers of such Third-Party Service.

2. Use of ABL Services. To use the ABL Services, you must create a user account (“**Account**”), and you acknowledge that you will be solely responsible for keeping your own account credentials, which may include a password, or other personal information (“**Account Credentials**”). You agree that you will not disclose your Account Credentials to anyone, including ABL, and you will notify us immediately of any unauthorized use of, or loss of access to, your Account or Account Credentials. You are responsible for all activities that occur under your Account, or are otherwise referable to your Account Credentials, whether or not you know about them. We reserve the right to suspend or terminate your use of the ABL Services at any time, in our sole discretion if you provide inaccurate, untrue, or incomplete information, or if you fail to comply with the Account registration requirements or these Terms. ABL will not provide the ABL Services or any part

thereof to individuals who are not able to fully utilize the website, read and fully understand the Website Terms and access the same through digital means.

3. Learn how Perpetual Futures Work. Before trading any Perpetual Futures, we recommend that you refer to our learning resources located [here](#).

4. Fees and pricing. In consideration of the ABL Services, you agree to pay ABL the fees set forth [here](#) and in the Pricing Policy located [here](#) (the “Fees”). Unless otherwise agreed to between you and ABL in writing, all Fees are identified in US dollars and are payable upon receipt of an invoice from ABL. All Fees are non-cancellable and non-refundable. ABL reserves the right to change Fees upon at least thirty (30) days written notice (which may be sent via email or published on the AFT website) prior to the expiration of your then current term. Such revised Fee will apply to the term following such thirty (30) day notice. Without limiting any other remedy available to ABL by law or equity, in the event that any of your payment obligations are overdue and outstanding, ABL may, in its sole discretion and without affecting any other rights and remedies available, terminate your access to the ABL Services immediately upon notice to you until such time as all amounts due and owing to ABL are paid in full. Appendix A provides further information on ABL's approach to fees and pricing.

5. Risk Disclosures. THE RISKS AND LOSSES FROM TRADING PERPETUAL FUTURES FROM ABL MAY BE SUBSTANTIAL. By agreeing to these ABL Terms, you also acknowledge and confirm that you fully understand the associated risks involved in trading the Perpetual Futures including (but not limited to) those set out in the disclosures available in Appendix B and [here](#). ABL does not offer any investment advice or a recommendation to make (or refrain from making) any kind of investment decision and may not be relied on as such. Any historical data and analysis which may be made available to you, should not be taken as an indication or guarantee of any future performance, analysis, forecast or prediction.

6. Authorizations; Representations. You understand that the Account is self-directed. Accordingly, you appoint ABL as your agent solely for the purpose of carrying out your directions to ABL in accordance with the terms and conditions of these Terms and any attendant risks with respect to the purchase or sale of Perpetual Futures. ABL is authorized to open or close the Account(s), place and withdraw orders and take such other steps as are reasonable to carry out your directions. All transactions will be effected only upon your instructions, in the form of an order, or the instructions of your authorized delegate. You will be responsible for any directions actually given to ABL, whether or not properly authorized by you. ABL may act upon any directions that it receives from your Account and will not be liable to the extent any such directions are incomplete, ambiguous, not authorized by you or otherwise erroneous. You understand that ABL provides trading services through the AFT website. You agree to receive and transmit financial information through such electronic means. Your use or grant of access to the Account to any third party to access information or place transactions in your Account is solely at your risk.

All orders for the purchase or sale of Perpetual Futures given for your Account will be authorized by you and executed in reliance on your promise that an actual trade is intended, and ABL nor any of its affiliates or subsidiaries shall be liable for any order submitted by you, on your behalf, or otherwise through your Account. It is your obligation to pay for purchases immediately or on ABL's demand. You understand that ABL may at any time, in its sole discretion and without prior notice to you, prohibit or restrict your ability to trade Perpetual Futures. You further agree not to allow any person to trade for your Account unless a trading authorization for that person has been received and approved by ABL. You are responsible for maintaining adequate security and control of all credentials, IDs, passwords, hints, personal identification numbers (“PINs”), application programming interface keys or any other codes that are used to access your Account (“Access Methods”). You will be solely responsible for all actions of any persons, authorized or unauthorized,

who gain access to your Account through your Access Methods. In the event that you detect any security breach with respect to your Account, you agree to promptly notify ABL.

7. Third-Party Services. The ABL Services may integrate with, contain links to, permit you to connect with, or otherwise rely on or include third party software, data, products or services (“**Third-Party Services**”). Your use of such Third-Party Services may be subject to prior approval by the applicable Third-Party Provider and/or you satisfying requirements imposed by such Third-Party Provider. Such requirements may include, but are not limited to: (a) entering into and maintaining a direct agreement with the applicable Third-Party Provider; (b) payment of a separate fee to the applicable Third-Party Provider; (c) entering into an addendum or amendment to this Agreement setting forth Third-Party Provider specific terms, and/or (d) complying with any Third-Party Provider or Third-Party Service additional or superseding terms and conditions. You also acknowledge and agree, that in some circumstances, Third-Party Providers may have entered into revenue sharing agreements with ABL and/or its affiliates. Any Third-Party Services provided or made available by ABL or its affiliates are provided “as is”, without any warranty and, notwithstanding anything to the contrary in this Agreement, neither ABL nor its affiliates shall have no liability nor indemnification obligations of any type with respect to such Third-Party Service. Any acquisition by you of Third-Party Services, and any exchange of data between you and any Third-Party Service or use of data with any Third-Party Service, is solely between you and the applicable Third-Party Provider. “**Third-Party Provider**” means any third-party providers or licensors of data, software, or other elements that are included on the Software.

8. Ownership; Limited License. The ABL Services, including the text, graphics, images, photographs, videos, illustrations, and other content contained therein, are owned by AFT or its licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the ABL Services are reserved by us or our licensors. With respect to any feedback you provide to ABL (whether orally or in writing) concerning the ABL Services, including identifying potential errors and improvements (“**Feedback**”), you hereby grant to ABL an exclusive, worldwide, perpetual, fully paid-up, royalty free, fully-sublicensable (through multiple tiers of sublicensees) and freely assignable and transferable license to use any Feedback for any purpose without payment or restriction. It is further understood that ABL’s use of Feedback, if any, may be used by ABL in its sole discretion, and that ABL shall in no way be obliged to make any payment to you for or make use of any kind of the Feedback or part thereof.

9. Funding your Account. You understand that ABL does not itself maintain your funds or assets in your Account. You further acknowledge that deposits to our account (the “**Designated Client Account**”), which is held on behalf of our clients with one or more financial institutions or custodians designated by ABL from time to time (the “**Designated Bank(s)**”), must be initiated using the tools provided through the ABL Services. When you initiate a deposit, you expressly instruct ABL to direct a designated third-party payments provider (the “**Payments Processor**”) to initiate a transfer from your personal account at another financial institution (“**Personal Account**”), via a method acceptable to the Designated Bank(s), to our Designated Client Account. You understand and agree that ABL may change or add Designated Bank(s) at its sole discretion, subject to applicable law and regulatory obligations, and will notify you of any such changes in advance where required. You further understand that ABL and/or the Payments Processor may be required to verify your ownership of your Personal Account, and you hereby authorize ABL and the Payments Processor to take such steps as they deem appropriate to verify such ownership.

10. Trade Limitations. ABL reserves the right to impose limitations on trade sizes, transaction amounts, or other limitations on your activity using the ABL Services, at any time in our sole discretion. We will notify you in advance of such limitations or changes to such limitations. Failure to adhere to the trade limitations may result in suspending or terminating your access to the ABL Services.

11. Funding Rate. Our Perpetual Futures settled on a regular basis, at a periodicity (typically daily) and time of day specified by each contract. At each settlement, the funding rate is calculated based on the difference between the contract price of the Perpetual Futures (the "**Mark Price**") and the underlying benchmark price ("**Underlying Price**"). If the Mark Price is higher than the Underlying Price, the funding payment will be debited from the long accounts and credited to short accounts. Conversely, if the Mark Price is lower than the Underlying Price, the funding payment will be debited from short accounts and credited to the long accounts. Please refer to our Pricing Policy [here](#) for further information concerning how we calculate and operate the funding rate mechanism.

12. Perpetual Futures Contract details. You can view the contract details [here](#).

13. Leverage and Margin. ABL offers leverage on its Perpetual Futures to certain customers, subject to suitability assessments and imposes margin requirements, in accordance with its Margin Policy located [here](#). TRADING LEVERAGED PRODUCTS CARRIES A SUBSTANTIALLY LARGER RISK THAN PRODUCTS WITH NO LEVERAGE.

14. Collateral. Collateral may be provided in United States Dollar ("**USD**") or, at the Company's discretion and as permitted by applicable law, in stablecoins denominated in United States Dollars. To ensure the segregation of customer assets from corporate assets, ABL will maintain separate bank accounts for customer funds and operational funds. This segregation will be strictly monitored and audited regularly to ensure compliance with regulatory standards. ABL may earn interest on customer assets that are held in our accounts, any such income will be regarded as ABL property and will not be repaid to our clients.

15. Auto-Liquidation of Account. You acknowledge and agree that maintaining adequate margin levels in your Account is your responsibility. You acknowledge that in the case of insufficient collateral, margin calls will be issued via electronic communication, and it is your responsibility to act promptly upon such notices. If at any time your account fails to meet the required margin maintenance levels as referenced in the "Balances" section of the ABL Services, ABL may, in its sole and absolute discretion, without notice or demand to you, liquidate any or all of your Account positions to bring your Account back into compliance with margin requirements. You agree that ABL will not be held liable for any losses resulting from the liquidation of your positions due to margin deficiencies. This includes, but is not limited to, any losses resulting from a decline in market value, missed trading opportunities, or any other impacts arising from the liquidation process. You agree to indemnify and hold ABL harmless from any claims, damages, or costs arising from the liquidation of your Account positions in accordance with this agreement. Additionally, in the event that there are insufficient assets in your ABL Account, you acknowledge that any amount due and payable from you under this Agreement is a debt immediately due and owing by you to ABL.

16. Term, Termination, Suspension, and Cancellation. We reserve the right to modify or terminate all or part of the ABL Services at any time, in our sole discretion, for any reason, without liability to you. Subject to the requirements of law, we may limit, suspend, or terminate your use of ABL Services at any time without notice and for any reason, including if you breach these Terms, if we suspect you are engaged in fraudulent activity, or if your ABL Account is suspended or closed by you. You agree that we are not liable to you or any third-party for any suspension, discontinuance, or termination of the ABL Services or of your use of ABL Services. You may discontinue your use of the ABL Services at any time.

17. Disclaimer of Warranties. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE ABL SERVICES ARE PROVIDED BY ABL ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOUR ACCESS TO, PARTICIPATION AND/OR USE OF THE ABL SERVICES, IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ABL EXPRESSLY DISCLAIMS ALL, AND YOU RECEIVE NO, WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ABL MAKES NO

WARRANTY THAT THE ABL SERVICES WILL BE ACCURATE, COMPLETE, RELIABLE, UNINTERRUPTED, CURRENT, TIMELY, OR ERROR-FREE NOR DOES ABL MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ABL SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE ABL SERVICES.

18. Limitation of Liability. IN NO EVENT SHALL AFT, ABL OR ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY AMOUNT GREATER THAN THE BALANCE OF ASSETS IN YOUR ACCOUNT AT THE TIME OF THE EVENT OR CIRCUMSTANCE GIVING RISE TO YOUR CLAIM. THIS IS REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH ANY OF YOUR USES OF ABL'S SERVICES, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF ABL'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW.

19. No Consequential Damages. ABSENT A CLAIM ARISING OUT OF ABL'S INDEMNIFICATION OBLIGATION, UNDER NO CIRCUMSTANCES WILL ABL OR ITS AGENTS, AFFILIATES OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM OR EXPENSE, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON YOUR CLAIM OR THE CLAIMS OF YOUR CUSTOMERS, EMPLOYEES OR AGENTS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE ABL SERVICES, INTERRUPTION IN USE OR AVAILABILITY OF THE ABL SERVICES, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

20. Indemnification. You agree to hold harmless and indemnify ABL, our affiliates and subsidiaries, officers, directors, agents, and employees from and against any third-party claim arising from or in any way related to (a) your breach of the ABL Terms or the Website Terms, (b) your use of the ABL Services, (c) any transactions or agreement you enter into with third parties related to your use of the ABL Services, or (d) your violation of applicable laws, rules or regulations in connection with the ABL Services.

21. No insurance. ABL is not a bank or other depository institution. Your account and any collateral held by ABL is not covered by insurance against losses or subject to Federal Deposit Insurance Corporation or the protections of any comparable organisation. AFT maintains Cyber and Technology Errors and Omissions insurance for the benefit of ABL.

22. Complaints Handling. If you have a complaint with ABL or AFT, you should contact our customer support team by email to support@architect.co. Please ensure that you provide your full name and contact details and details about the issue and any supporting documentation and provide your email address or preferred method of communication for a response. ABL is committed to resolving all issues promptly and fairly and will seek to resolve all complaints within a reasonable timeframe.

23. Miscellaneous.

a. Compliance with Laws. Both parties agree to comply with all applicable local, state, national, and foreign laws, rules, and regulations, including, but not limited to, applicable sanctions laws, anti-money laundering and anti-terrorist financing laws, financial services laws, and all applicable import and export laws and regulations governing use, transmission and/or communication of content, in connection with their performance, participation, access and/or use of the ABL Services.

b. Governing Law and Dispute Resolution. You agree that these ABL Terms will be governed by and construed under the laws of Bermuda without regard to conflicts of law principles. The parties will submit all disputes arising under these Terms to arbitration under the UNCITRAL Arbitration Rules (the "**Rules**") by a single arbitrator appointed in accordance with the Rules which are incorporated by reference into these Terms. In the event that the parties are unable to agree on the choice of presiding arbitrator, the presiding arbitrator will be appointed by the Appointment Committee of the Chartered Institute of Arbitrators, Bermuda Branch.

c. Arbitration Act. The parties agree that the Bermuda International Conciliation and Arbitration Act 1993 (the "**Arbitration Act**") shall apply to any arbitration commenced pursuant to this section. The seat, or legal place, of the arbitration shall be Hamilton, Bermuda and the language used in the arbitration shall be English. The arbitral tribunal shall have the power to direct that all costs (including reasonable legal fees) of the arbitration, shall be as determined by the arbitral tribunal and that they shall be paid according to the fault of the parties in accordance with the Arbitration Act. The award of the arbitrators shall be final and binding and may be enforced by a court of competent jurisdiction. The parties undertake that, as a general principle and unless otherwise agreed in writing to the contrary, to keep confidential all awards in their arbitration as well as all materials and documents used in the proceedings that are not otherwise in the public domain save to the extent that disclosure is required of a party pursuant to a legal duty, to protect or pursue a legal right, or to enforce or challenge an award in bona fide legal proceedings before a court or other judicial authority.

d. Amendment. ABL shall have the right, at any time and without notice, to change or modify these Terms, by delivering such amended terms to you by email at the address provided to ABL provided that if such change is material, ABL will provide not less than 30 days prior notice to you of such change or modification. Your access or use of the Services after the date such amended terms are delivered to you shall be deemed to constitute acceptance of such amended terms.

e. Waiver and Severability. If any provision or part of a provision of these Terms is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. Moreover, the failure of ABL to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

f. Notices. You agree and consent to receive electronically all notices, communications, agreements, documents, and disclosures that we provide in connection with these Terms, your Account and your use of the ABL Services. You may communicate any Feedback, including questions, complaints, or claims with respect to ABL Services to us at: support@architect.co.

g. No Third-Party Beneficiaries. This Agreement is made solely and specifically for the benefit of ABL and its successors and assigns and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of these Terms as a third-party beneficiary or otherwise.

APPENDIX A – FEES

1. Benchmark Price Calculation

The exchange will retrieve underlying prices for non-digital assets, such as currencies and equities, from reputable, independent benchmark providers and publicly disseminated data sources.

The exchange will also retrieve underlying prices for any digital assets from reputable independent, benchmark providers and publicly disseminated data sources (e.g. CF Benchmarks, Coinbase).

Where possible, the exchange will source additional fees for both non-digital and digital asset underlyings to provide sanity checks on the official benchmarks and to provide a backup pricing source.

2. Mark Price Calculation

The Mark Price will be determined from publicly available orderbook data for each perpetual contract.

The Mark Price will be computed in real-time for margin calculations, at 1-minute intervals as well as at the settlement time for use in settlement calculations. The Mark Price is the arithmetic mean of valid snapshot prices over the trailing 15 minute interval.

3. Dissemination

Calculated prices shall be publicly available on the [ABL website](#) and via API.

The Company may use its discretion to amend the Underlying and Mark Price Computation in the interest of market fairness and integrity as needed. Examples include unexpected exchange closures, market disruption events, technical or computer failure, clear data or market error, or any event that could cause an unfair or disruptive Underlying Price Computation or Mark Price Computation.

4. DYNAMIC FUNDING RATE MECHANISM

Funding Rate Overview - To keep the perpetual futures contract price in line with the underlying spot market price, the exchange will apply a regular settlement/funding rate mechanism.

Funding Calculation - The funding calculation is equal to the difference between the perpetual contract's Mark Price and the Underlying Price at the time of settlement. If the difference is positive (i.e. Mark Price is greater than Underlying Price), long contract holders will be debited the amount and short contract holders will be credited the amount. If the difference is negative (i.e. Mark Price is less than Underlying Price), long contract holders will be credited the amount and short contract holders will be debited the amount.

Funding Rate Frequency - The funding process will be conducted regularly on a published schedule. Typically, this will be once per business day, and shall generally take holidays and exchange closures into consideration.

Funding Rate Dissemination - For convenience, the exchange will publish real-time and historical funding rates.

5. TRANSACTION FEE STRUCTURE

Maker-Taker Fee Model - The exchange will implement a Maker-Taker fee model, rewarding liquidity providers and balancing market depth. Taker Fee: Traders who remove liquidity from the orderbook will be charged a Taker Fee. Maker Fee: Traders who add liquidity by resting limit orders will be charged a Maker Fee.

We use a tiered fee system depending on the 30-day volume of the Maker or Taker. The Company may provisionally assign traders to a Tier, or otherwise promotionally discount fees. A description of fees and the availability of promotional discounts will be outlined on the [Company's website](#).

BROKER FEES

The Company plans to allow trading on the exchange either directly, or through brokers either on an omnibus or fully disclosed basis. Brokers would onboard individual retail or institutional investors and facilitate their trading on the Company's exchange. The Company may allocate a share of transaction fees to these brokers.

6. COLLATERAL VALUATION AND PRICING

Collateral Types - The exchange will accept fiat currencies and, at the Company's discretion and as permitted by applicable law, digital asset stablecoins as collateral.

Collateral may be provided in USD or, at the Company's discretion and as permitted by applicable law, in stablecoins denominated in United States Dollars, including but not limited to USDC. For the purposes of valuation, each unit of an accepted stablecoin will be treated as equivalent to one (1) USD.

Collateral Haircuts - The exchange reserves the right to assess a haircut on the collateral value of non-USD assets during periods of high market stress, ensuring over-collateralization to mitigate liquidation risks.

7. SETTLEMENT AND PROFIT REALIZATION

Marking to Market - The exchange will mark all profits and losses to market in near real-time. This means that profits and losses will be added to or subtracted from traders' account collateral value as they occur, reflecting current market conditions and minimizing settlement risks.

Continuous Trading - Perpetual futures contracts do not have an expiration date. Traders may hold their positions as long as margin levels are maintained, with regular profit and loss realization based on market conditions.

APPENDIX B – RISK DISCLOSURES

RISKS OF TRADING PERPETUAL FUTURES

The risks of trading perpetual futures can be substantial and you should carefully consider whether trading in futures is suitable for you in light of your experience, objectives, financial resources and other relevant circumstances.

You must be aware of the risks described below. This does not disclose all of the risks and other significant aspects of trading in futures. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk.

1. Total loss and deficit

Transactions in futures carry a high degree of risk. You may sustain a total loss of the funds that you deposit to establish or maintain a position, and you may incur losses beyond these amounts.

The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss, and you will be liable for any resulting deficit.

2. No advice

Architect does not advise on the merits of any particular transaction, trading risks, or tax consequences, and in permitting a trade to be placed, is not providing advice on the financial, investment or taxation treatment merits of the trade. Where Architect provides market information, this is not targeted to you or bespoke to your circumstances, such information should not be construed as investment or financial advice. You trade in Architect's products on the basis of independent decision, with full understanding of the risks of such trading, and not in reliance on any communications from us.

3. Risk-reducing orders or strategies

The placing of certain orders (e.g. 'stop-loss' orders, where permitted under local law, or 'stop-limit' orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions, may be as risky as taking simple 'long' or 'short' positions.

4. Lack of protection

Funds you deposit are not protected by the Bermuda Monetary Authority or any other regulator. Your funds may not be protected fully or at all protected in the event of cyber attack, loss, negligence or other event leading to loss of funds.

5. Segregation

Whilst Architect will segregate funds and assets belonging to clients from those belonging to the company, your funds and assets may be mingled with those of other clients, exposing you to loss incurred by other clients should the company lack sufficient capital to cover all clients' trading losses.

6. Stablecoins as collateral

A stablecoin does not guarantee price stability. Factors outside of Architect's control may mean that the value of a stablecoin may fluctuate above or below the fiat currency to which it is pegged. Architect cannot control how third parties value a stablecoin. Given the irrevocable nature of blockchain transactions, stablecoin transactions also carry additional operational risk. Architect is not responsible for any losses or other issues that may result from fluctuations in the value of a stablecoin.

7. Legal risk

You are responsible for complying with all laws that are applicable to you and your activity through Architect. You agree that Architect is not responsible for determining whether or which laws and regulations may apply to your transactions, including but not limited to tax laws and regulations. You are solely responsible for reporting and paying any taxes arising from your use of Architect's services.

Stablecoins are particularly exposed to legal and regulatory risks. The legal and regulatory treatment of some stablecoins may change. Regulation of stablecoins globally is unsettled and subject to change. Legal and regulatory treatment varies by jurisdiction. The result of such regulatory and legal risk is that stablecoins deposited as collateral may decrease in value or lose all value. Architect may not be able to return your collateral if prohibited by law.

8. Terms And Conditions Of Contracts

You should understand the terms and conditions of the specific futures which you are trading and associated obligations (e.g., the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise).

9. Suspension Or Restriction Of Trading And Pricing Relationships

Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.

10. Cyber-attacks and fraudulent activity

Internet based trading exposes you to risk of cyber-attack. This includes (but is not limited to) interventions by way of: distributed denial of service, phishing, hacking, smurfing, malware, and spoofing. Cyber-attacks can lead to total loss of funds and assets.

11. Commission And Other Charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

12. Currency Risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

13. Trading Facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

14. Electronic Trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risk associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

DECLARATION

I hereby declare and acknowledge that the risk of loss in investing in financial futures and any other investment transaction(s) that I may request you to enter into on my behalf can be substantial and that this fact has been duly brought to my attention.

I have read and understood the above risk disclosures.

I understand the nature of such investment, and I have carefully considered whether such investments are suitable for me in light of my circumstances and financial resources. I confirm to you that I, or the organisation I am entering into this transaction on behalf of, is able, financially and otherwise, to assume the risks of such trading. I recognise that guarantees of profit or freedom from loss are impossible and inappropriate in such trading, and I acknowledge that I have received no such guarantees from you or any of your officers or employees and have not entered into this agreement in consideration of or reliance upon any advice, guarantees or similar representations.

Architect Bermuda Limited

[on duplicate for signature by client]

I have read and understood the risk disclosure statement set out above.

I am duly authorised to sign this statement on behalf of:

Name in full: _____

Title: _____

Signature: _____

Date: _____