

Frontline Funded SIM Account Agreement

Version 749e400 · last updated 2026-07-01

Effective Date: July 1, 2026

This Funded SIM Account Agreement (this "Agreement") is made effective as of the date indicated on the Signature Page to this Agreement (the "Effective Date") by and between Frontline Prop LLC, a Delaware limited liability company ("Frontline"), and the party listed on the Signature Page to this Agreement ("User"). Frontline and User are each individually a "Party" and collectively the "Parties" to this Agreement.

RECITALS

A. User has graduated from Frontline's simulated trading evaluation program known as the "Evaluation", or user has opted to enter into a Funded Sim account directly by purchasing an "Instant Funded" program and Frontline has determined it is in User's best interest to continue trading in a simulated environment for a limited period of time to improve User's trading skills while providing trading data to Frontline in exchange for the ability to obtain compensation based on demonstrated skill in trading.

B. Frontline desires to (i) provide User with access to an account maintained by Frontline for simulated trading of crypto perpetual futures (the "Funded SIM Account") using simulated capital ("SIM Capital"), as well as analytical instruments, training, educational materials, and other accompanying services for advanced traders found in the user interface of Frontline's website (the "Client Portal") to enable User to access and use those resources and services (collectively, the "Services"), and (ii) pay User a certain financial reward calculated pursuant to the terms and conditions of this Agreement (the "Reward").

C. The arrangement contemplated under this Agreement engages the User to perform simulated trading of crypto perpetual futures. No actual trading of cryptocurrencies, crypto perpetual futures, or crypto futures will occur under the arrangement set forth herein. User acknowledges and agrees that Frontline believes that the data generated by User's activities is of sufficient value to pay any Reward.

D. User desires to (i) open a Funded SIM Account to perform simulated crypto perpetual futures trading through the Trading Platform, (ii) receive access to the Services, and (iii) have the ability to earn the Rewards.

AGREEMENTS

NOW THEREFORE, in consideration of the foregoing Recitals, incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. FUNDED SIM ACCOUNT

(a) Funded Simulated "SIM" Trading. Frontline shall provide user with a Funded SIM Account to perform simulated crypto perpetual futures trading ("Funded SIM Trading") through an electronic interface for performing such simulated crypto perpetual futures trading (the "Trading Platform"). User has no ownership interest in the Funded SIM Account and no control over or right to transfer any SIM Capital. User has no right or entitlement to engage in Funded SIM Trading except as permitted by Frontline, and the privileges of User may be terminated by Frontline at any time for any reason or no reason in Frontline's sole and absolute discretion. Frontline may freeze or limit Funded SIM Trading at any time in its sole discretion.

(b) Trading Platform. User acknowledges that the Trading Platform is provided by a third-party, and Frontline is not responsible for the content, performance, or functionality of the Trading Platform. Frontline shall not be liable for any information displayed on the Trading Platform or for any interruptions, delays or inaccuracies in the market or statistical data displayed through the Trading Platform or the instruments accessible with the Services.

(c) Personal Identification. User acknowledges that, once User is permitted to engage in Funded SIM Trading, User shall trade only using User's assigned user id and login information. User shall maintain such user id and log-in information in confidence and such information shall be considered Confidential Information pursuant to Section 6 of this Agreement.

(d) Automated Trading Software. Automated Trading Systems must be designed and owned by the trader. The use of third-party automated trading services, algos, and bots purchased by the trader and designed to make trading decisions on the trader's behalf is prohibited.

(e) Prohibited Conduct. In connection with Funded SIM Trading, User is prohibited from engaging in any of the following activities (collectively, "Prohibited Conduct"):

- **Latency arbitrage or platform exploits** — exploiting pricing errors, delays, or system glitches. This includes exploiting the lack of slippage in the simulated environment to achieve unrealistic stop-loss execution (e.g., bracketing data releases to profit from sim fill behavior that would not occur in live markets), or deploying strategies that exploit latency across data feeds.
- **Insider trading** — using non-public or privileged information.
- **Front-running** — trading ahead of orders placed elsewhere.
- **Hedging, grid trading, or cross-account arbitrage** — holding simultaneous long and short positions in the same instrument to offset risk. This includes holding both long and short positions in the same cryptocurrency pair at the same price at the same time to game order fills.
- **Account sharing** — sharing login credentials, trading on behalf of others, or multiple users trading from the same household, device, or IP address.
- **Using third-party trading bots or automated trading systems (ATS)** — the use of any automated trading system purchased from a third party that trades on the trader's behalf is strictly prohibited.
- **"Pass my funded" services** — using third-party strategies or services marketed to pass prop firm evaluations.

- **Strategy switching** — using one strategy to pass evaluation, then switching to a materially different approach on a funded account.
- **Unreplicable strategies** — trading patterns that cannot reasonably be executed in live markets (e.g., relying on extreme leverage that would trigger auto-deleveraging, or creating massive unrealized P&L swings).
- **Uncommercial or unviable strategies** — any trading that is inconsistent with how trading is actually performed in live crypto perpetual futures markets, or any pattern that, in Frontline's sole discretion, represents uncommercial activity, is intended to game the market, or poses a risk of financial or other harm to Frontline.
- **Platform interference** — using any instrument, software, bug, or deficiency that could adversely affect the operation of the Trading Platform or Services.

All use of the Services, including trading in the Evaluation, is subject to trading rules established by Frontline (collectively, "Trading Rules"), which are subject to change by Frontline in its sole and absolute discretion from time to time. The current Trading Rules are set forth on the Site. User acknowledges and agrees that User is solely responsible for staying current on Trading Rules, which remain subject to change at any time and from time to time, with or without notice.

Excessive or unrealistic single-day trades or single-trade profits will be subject to review by Frontline for any possible violations of this Agreement or Trading Rules or engaging in any Prohibited Conduct.

If Frontline, in its sole discretion, determines a User has violated any Trading Rules or engaged in Prohibited Conduct, Frontline may, in its sole determination, remove any Simulated Account profits, delete a trading day, reset an Account, or ban a User from any further use of the Services. If Frontline identifies trading activity that, in its sole discretion, constitutes Prohibited Conduct, Frontline reserves the right to, in its sole discretion, delete the trading day and all profits, or restart or close the Funded SIM Account. Additionally, Frontline may ban User from use of all or a portion of the Services.

2. REPRESENTATIONS, WARRANTIES, AND COVENANTS

User represents, warrants, and covenants to Frontline as follows:

(a) User acknowledges and agrees:

(i) No performance provided by Frontline to User under this Agreement, including all Services, may be considered as investment services or activities within the meaning of the legal regulations governing, in particular, investment services and capital markets; in particular, Frontline does not receive or execute in any case, whether directly or indirectly, any trading instructions, does not trade on its own account, does not provide or conduct investment or other advice, research, recommendations or analyses, and does not give or forward to User any trading instructions, does not receive any assets from, or manage any assets for, User, and does not provide any related market or exchange services. You acknowledge and agree that Frontline is not registered in any capacity with the U.S. Securities and Exchange Commission ("SEC"), the U.S. Commodity Futures Trading Commission ("CFTC"), or a self-regulatory association such as the National Futures Association or FINRA. We are not a broker-dealer, as such term is used in United States

financial services regulations, and that we do not trade securities on our or another party's behalf as part of the Sites or Services. Nor are we a commodity trading advisor ("CTA") or Investment Advisor, as we do not directly offer any financial advice of our own as part of the Sites or Services.

(ii) No employees or other staff or representatives of Frontline are authorized to provide services under this Agreement within the meaning of Section 2(a)(i).

(iii) All trading that User performs through User's Funded SIM Account is simulated only and that the execution of a simulated trade within the Services provided shall in no way constitute an instruction to trade in real financial markets or with real currency.

(iv) SIM Capital is not real currency and User has no right to it beyond the scope of its use in connection with Funded SIM Trading and the Services (in particular that they cannot be used for actual trading), User is not entitled to withdraw or transfer any SIM Capital, and that Frontline does not in any circumstances receive any funds or other assets from, or manage any funds or other assets for, User within the Services.

(v) Performance in Funded SIM Trading is not indicative of trading in real financial markets, and that past performance and any earned Reward are neither a guarantee nor an indication of any future performance.

(vi) Excessive or unrealistic single-day or single-trade profits will be subject to review by Frontline for any possible violations of Trading Rules or engaging in any Prohibited Conduct.

(b) User is obligated to promptly notify Frontline about and provide Frontline with User's accurate and correct identifying information as requested by Frontline. Any failure to promptly provide accurate information shall be a material breach of this Agreement.

(c) In performing this Agreement, User shall (i) comply with all applicable legal regulations; (ii) if required under applicable law, obtain, and maintain the validity of, all permits, licenses, consents, or approvals, which may apply to User's activities under this Agreement; and (iii) fulfill all notification, tax, fee, or other obligations that may arise in connection with the performance of this Agreement, and in particular with the Reward (defined in Section 4). The User is authorized to access and use the Services only in accordance with the applicable legal regulations and is prohibited from circumventing any technical measures that may limit the availability of the Services in certain countries. In no event shall Frontline bear any responsibility for the failure of User to fulfill any of its obligations. User hereby acknowledges that the SIM Capital has no monetary value and it is only a part of the Services provided to User and User has no actual right, title, or ownership to such SIM Capital, and that Frontline has all rights, interest, and full ownership to all SIM Capital (as part of the Services). The Funded SIM Account and any and all rights related to the Services that are granted by this Agreement are personal to User and cannot be transferred by contract or otherwise.

(d) User represents that User has (i) never been convicted of (1) any felony, or (2) any misdemeanor related to fraud, false statements or wrongful taking of property; (ii) never been disciplined or been the subject of an action by any governmental or self-regulatory organization, including but not limited to the National Futures Association, SEC or the CFTC; and (iii) no outstanding debts with a clearing firm or other financial services firm.

3. RULES

All Funded SIM Account Trading is subject to trading rules established by Frontline (collectively, "Trading Rules"), which are subject to change by Frontline in its sole and absolute discretion from time to time. The current Trading Rules are set forth on the Site. User acknowledges and agrees that User is solely responsible for staying current on Trading Rules, which remain subject to change at any time and from time to time, with or without notice.

4. REWARD

In connection with any Funded SIM Trading conducted by User, User will be compensated as follows:

(a) Calculation of Rewards. To better simulate live trading environments, hypothetical amounts deemed by Frontline to approximate customary market charges for commissions and fees shall be imputed to Funded SIM Trading and netted out of the determination of any Trading Profits (defined below) and added to the balance of any Trading Losses (defined below). The purpose of Frontline's charging of simulated commissions is to ensure that simulated trading results reflect as closely as possible what a User can expect to encounter when trading in the live markets. At the time of determination, (A) if after netting User's gross rewards and expenses from the initial balance of User's Funded SIM Account at the commencement of a trading day (the "Daily Starting Balance") the result is in excess of such Daily Starting Balance, such amount in excess of the Daily Starting Balance shall represent hypothetical "Trading Profits", and (B) if after netting User's gross rewards and expenses from the Daily Starting Balance the result is less than the Daily Starting Balance, the difference between such result and the Daily Starting Balance shall represent hypothetical "Trading Losses."

(b) Allocation of Rewards. User shall be entitled to receive, as User's sole compensation, a reward (the "Reward") calculated as an allocation of accrued Trading Profits (net of Trading Losses) pursuant to the Trading Rules. User shall not be entitled to any compensation, salary, or other benefit except the appropriate Reward, if any. As used herein, "Reward Balance" means, as to a given User, the total accrued and unpaid Rewards of such User.

(c) Maximum Rewards. Notwithstanding anything to the contrary, (i) a User shall not be permitted to earn or accrue Rewards in excess of \$50,000 (the "Maximum Rewards"), and (ii) no Trading Profits shall be credited to a User's Reward Balance in excess of the Maximum Rewards level. The Maximum Rewards level shall be calculated by including the total gross Rewards earned by User, which includes both Rewards included in the accrued Rewards Balance, and Rewards that have already been paid out to User under this Agreement. Users may not earn and are not entitled to be paid any Rewards in excess of \$50,000 under this Agreement. If any profits accrue in a Funded SIM Account in excess of the Maximum Rewards ("Excess Amounts"), User forfeits any right to the payout of such Excess Amounts. Frontline may, in its reasonable discretion, convert any Excess Amounts to U.S. Dollars and transfer them to a Funded Live Account. Upon reaching the Maximum Rewards, Frontline will close the Funded SIM Account.

(d) Payout. If eligible, User may request a payout of up to 100% of User's then-current Reward Balance (a "Payout") by submitting a request through the Client Portal. No Payout to User shall be made except with the approval of Frontline in its reasonable discretion. Payouts will generally be disbursed to the User within 24 hours of the date Frontline receives the Payout request. Notwithstanding anything to the contrary, Frontline shall not be responsible and have no liability for any failure or inability to timely disburse any Payout. Frontline may, at its sole and absolute discretion, require User to withdraw some or all of User's accrued and unpaid Reward. Each Payout shall reduce the balance of User's Funded SIM Account by the corresponding amount of Trading Profits used to calculate the distributed Reward.

5. TERM; TERMINATION

(a) This Agreement shall commence on the Effective Date and continue for the lifetime of the funded account unless one Party provides written notice of termination to the other Party (the "Term"). This Agreement may be terminated by User or Frontline for any reason or no reason at all, at any time, by the terminating Party providing written notice of termination to the non-terminating Party.

(b) Subject to Sections 5(c)–(d), upon termination, 100% of User's accrued and unpaid Reward Balance shall be paid to User.

(c) Notwithstanding Section 5(b), if Frontline, in its sole discretion, believes that User has abandoned their Funded SIM Account (being automatically deemed abandoned upon 30 or more consecutive calendar days without any trades made), Frontline may, with or without notice, permanently close User's Funded SIM Account, upon which any accrued and unpaid Reward Balance shall be forfeited without consideration.

(d) Notwithstanding Section 5(b), if Frontline, in its sole discretion, believes that User has abandoned their Funded SIM Account (being deemed abandoned with 30 or more consecutive calendar days without any trades made), made a false statement or misrepresentation related to this Agreement or the Funded SIM Account, has violated the Trading Rules, or is acting in bad faith or in violation of this Agreement, Frontline may take such action as it deems appropriate in its sole discretion, including but not limited to (i) removing one or more trades or trading dates from a User's Funded SIM Account, and (ii) permanently closing User's Funded SIM Account. If Frontline, in its sole discretion, determines to close User's Funded SIM Account pursuant to this Section 5(d), no Rewards shall be allocated to User, any accrued Reward Balance shall be forfeited, this Agreement shall be immediately terminated, User shall be permanently banned from engaging in any other offerings with Frontline or its affiliates, and User shall indemnify, defend, and hold the Frontline Group Companies harmless from all losses, damages, fines, penalties, and expenses incurred directly or indirectly by Frontline as a result of such violation or breach, including reasonable attorneys' fees and expenses.

6. CONFIDENTIALITY

Frontline has devoted a substantial amount of time and effort, and has incurred substantial costs, in developing its trading methods, systems, metrics, feedback, and strategies. As a result of these efforts, Frontline has developed proprietary trading methods, systems, strategies, methods of operations, written materials, and business practices all solely for the use of Frontline in the expansion and enhancement of its

proprietary trading business ("Confidential Information"). User agrees that Confidential Information is, in fact, confidential and proprietary to Frontline. During the Term, and for three years following expiration or earlier termination of the Term, User shall not, without the prior written consent of Frontline, except as required by any court, supervisory authority, or administrative agency, use or disclose Confidential Information to any person, other than an employee or agent of Frontline or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of User's activities under this Agreement, provided that such person agrees to comply with the confidentiality requirements set forth in this Section 6. In the event User is required to disclose Confidential Information as set forth herein, User shall immediately send notice to Frontline of all facts and circumstances surrounding such disclosure including, but not limited to, what Confidential Information was disclosed, to whom such disclosure was made, and the purpose such disclosure was required.

7. NON-SOLICITATION; NON-DISPARAGEMENT

During the Term and for a period of one year thereafter, User shall not, directly or indirectly: (a) cause or attempt to cause any employee of Frontline or any of its affiliates (each, a "Frontline Group Company") to leave the employ of such firm; (b) cause or attempt to cause any independent contractor of a Frontline Group Company, including any traders, to leave such company; (c) in any way interfere with the relationship between any Frontline Group Company and such company's employees, agents, consultants, or independent contractors, including traders; (d) hire any employee, agent, consultant, or independent contractor, including traders, of any Frontline Group Company to work for any organization of which User is an officer, director, employee, consultant, independent contractor, agent, or owner of an equity or other financial interest; (e) interfere or attempt to interfere with any transaction in which any Frontline Group Company was involved with during the Term; or (f) cause or attempt to cause any vendors, suppliers, or exchanges to cease their business relationships with any Frontline Group Company. User will not make any false, disparaging, defamatory, or derogatory statements, whether written or verbal, including on any websites or social media platforms, regarding any Frontline Group Company, or otherwise place any Frontline Group Company in a false or negative light.

8. DISCLAIMER OF WARRANTIES

FRONTLINE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE FUNDED SIM ACCOUNT, THE TRADING PLATFORM, AND THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FRONTLINE DOES NOT WARRANT OR REPRESENT THAT THE FUNCTIONS OR OPERATIONS OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT FRONTLINE'S SITES OR SERVICES, ITS SERVERS, OR ANY E-MAIL SENT FROM FRONTLINE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

FRONTLINE DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE SITES OR SERVICES ARE LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, FRONTLINE SPECIFICALLY DISCLAIMS SUCH WARRANTIES. BY USING THE SITES OR SERVICES, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SITES OR SERVICES.

YOU ACKNOWLEDGE THAT THE FUNDED SIM ACCOUNT, THE TRADING PLATFORM, AND THE SERVICES, AND OTHER CONTENT ARE PROVIDED "AS IS" WITH ALL THEIR ERRORS, DEFECTS AND SHORTCOMINGS AND THAT THEIR USE IS AT YOUR SOLE RESPONSIBILITY AND RISK.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL FRONTLINE, ITS PARENTS, SUBSIDIARIES, PARTNERS, OR AFFILIATES, OR THE RESPECTIVE SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS OF EACH BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST OR CORRUPTED DATA OR LOST OPPORTUNITY, NOR MONETARY HARM OR PROPERTY DAMAGE EVEN IF YOU OR ANY OTHER PERSON HAS NOTIFIED US ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIMS BY ANY THIRD PARTIES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR IN RELIANCE OF ANY TOOL, FUNCTIONALITY, INFORMATION OR OTHER CONTENT AVAILABLE IN CONNECTION WITH IT. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IN NO EVENT WILL OUR LIABILITY FOR ANY CLAIM OF ANY KIND, WHETHER BASED IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM, THESE TERMS OR THE PERFORMANCE OR BREACH THEREOF, OR ANY PRODUCT OR SERVICE OR THE USE OR PERFORMANCE THEREOF, EXCEED THE GREATER OF THE MAXIMUM REWARDS AMOUNT OF \$50,000.

10. INJUNCTIVE RELIEF

User acknowledges and agrees that the remedy at law for any violation by User of Sections 6 and 7 will be inadequate and that Frontline would suffer continuing and irreparable injury to its business as a direct result of any such violation. User therefore agrees that, in the event of any actual or threatened violation by User of Sections 6 and 7, Frontline shall be entitled, in addition to any other remedies available to it, to a temporary or permanent restraining order and to injunctive relief against User to prevent any such violation, without any requirement to prove actual damages or to post a bond, and to any other equitable relief the court deems proper. If court proceedings seeking injunctive relief are instituted by Frontline in response to actual or threatened violation of Sections 6 or 7, User agrees to pay Frontline's costs and expenses of such legal action, including reasonable attorneys' fees.

11. SURVIVAL OF OBLIGATIONS

The representations, warranties, and covenants contained herein shall survive termination of this Agreement. In addition, termination of this Agreement shall not affect any of the rights or obligations of either Party arising prior to, or at the time of, the termination of this Agreement, or which may arise by any event causing the termination of this Agreement.

12. ARBITRATION

Any disagreement, claim, or controversy between the Parties arising from this Agreement, including questions regarding the scope and applicability of this Section 12, shall be settled before the American Arbitration Association ("AAA") in Chicago, Illinois under the AAA's then current Commercial Arbitration Rules. Judgment upon any award may be entered in any court of competent jurisdiction. YOU AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

13. DATA AND USE

User acknowledges that Frontline may collect and aggregate information about User and User's particular simulated trades, trading patterns and preferences, and other preferences and interests and use such information in its sole discretion. Frontline may share or sell such information to Frontline's business partners, affiliates, vendors, distributors, or other collaborators for these same purposes and each of them may use all such information to influence their own trading habits through mirroring simulated trades in actual financial markets or use them in any other manner. User agrees that such activities may be performed automatically and in no circumstance shall User be entitled to any payment or compensation except for the Reward. Further, all such activities shall be performed without the necessity of notice, consent, consultation, or approval by User.

14. TERMS OF USE

This Agreement supplements Frontline Prop LLC's [Terms of Use](#) and [Privacy Policy](#), each in effect from time to time, each of which remain in full force and effect, are incorporated herein by reference, and govern User's access to and the use of the Sites or Services. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Terms of Use. In the event of any inconsistencies between the Terms of Use, the Privacy Policy, and this Agreement, the terms of this Agreement shall control.

15. COMMUNICATIONS POLICY

User acknowledges and agrees that (a) any communications created or sent by User shall be professional and appropriate; (b) Frontline may monitor or review any such communications or activity for risk control or other purposes; (c) User has no right of privacy in materials or communications related to Frontline, sent

through Frontline's systems, or made in connection with this Agreement; and (d) User shall remain in compliance with any communications policies established by Frontline, in its sole discretion, in effect at the time.

16. ACKNOWLEDGMENTS

User acknowledges that (a) no actual trading in live crypto perpetual futures markets will ever occur through the Funded SIM Account; (b) User is not required to deposit funds to engage in the simulated trading contemplated under this Agreement; (c) User has no right, title, or ownership in any property, funds, or positions in the Funded SIM Account and that, in any event, all such property and funds are simulated and therefore imaginary; (d) all undistributed Rewards are at risk of loss; and (e) Frontline solely communicates using the English language. User represents and warrants that User possesses the necessary proficiency in the English language to communicate for all purposes necessary and incidental to this Agreement.

17. CONSENT AND ACCEPTANCE

User consents to Frontline investigating User's background as Frontline deems appropriate in its sole discretion. Notwithstanding anything contained herein to the contrary, no agreement exists between User and Frontline until Frontline has reviewed and accepted User's information and the results of any KYC or background investigation (if applicable). Frontline may decline to enter into a contractual agreement with User or any prospective trader for any reason or no reason, including but not limited to omitting information requested by Frontline, fraudulent credit card charges or credit card chargebacks, brokerage relationships, User's indebtedness or history of indebtedness, providing misleading, inaccurate, or fraudulent information to Frontline, any criminal or civil charges or convictions or judgments, as applicable, or living in, operating in, or being a citizen or resident of any jurisdiction Frontline deems unacceptable for any reason whatsoever.

18. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns. Frontline may assign this Agreement at any time. User may not assign this Agreement without the prior written consent of Frontline, which consent may be granted or withheld in Frontline's sole discretion.

19. NON-WAIVER

No delay or failure by any Party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

20. HEADINGS

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. User expressly consents to venue in Cook County, Chicago, Illinois for any action or actions arising out of this Agreement or the subject matter contained herein.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. A signature hereto sent or delivered by electronic transmission (including .pdf) shall be as legally binding and enforceable as a signed original for all purposes.

23. SEVERABILITY

Any provision of this Agreement which shall be adjudged invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

24. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may be amended by Frontline by written notice to User and the subsequent entry by User of any order shall constitute agreement to such amendment. No amendment to this Agreement shall be binding upon Frontline unless acknowledged and accepted in writing by an authorized officer of Frontline.