

Simulated Futures Evaluation Program — Platform User Agreement

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Jurisdiction	Miami-Dade County, Florida

IMPORTANT NOTICE TO ALL USERS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE GENONE PLATFORM. THE GENONE PROGRAM INVOLVES SIMULATED TRADING IN A VIRTUAL ENVIRONMENT USING SIMULATED CAPITAL. NO REAL FUNDS ARE INVESTED OR PLACED AT RISK IN FINANCIAL MARKETS ON YOUR BEHALF. BY ACCESSING THE PLATFORM OR REGISTERING AN ACCOUNT, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE, DISCONTINUE USE IMMEDIATELY.

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SECTION 1

Acceptance of Terms

These Terms and Conditions ("Terms" or "Agreement") constitute a legally binding contract between you ("User," "you," or "your") and GenOne Futures LLC, a limited liability company organized under the laws of the State of Florida ("GenOne," "Company," "we," "us," or "our").

By accessing the GenOne Platform — including any website, application, API, or related service — creating an Account, or enrolling in any Evaluation Program, you confirm that you have read, understood, and agree to be bound by these Terms. These Terms apply to all visitors, registered users, and Evaluation Participants in any capacity.

Your continued use of the Platform following any update to these Terms constitutes acceptance of the revised Agreement.

SECTION 2

Definitions

As used throughout this Agreement, the following terms shall have the meanings set forth below:

- (a) **"Platform"** means the GenOne Futures LLC web-based application, software, APIs, and all associated tools and services.
- (b) **"Evaluation Program" or "Challenge"** means the simulated futures trading assessment offered by GenOne, during which Participants trade using Simulated Capital in a virtual environment subject to defined objectives and rules.

- (c) "**Simulated Capital**" means the notional, virtual account balance provided to Participants during the Evaluation Program. Simulated Capital is not real money, does not represent actual funds, and is not invested in any financial market on behalf of the Participant.
- (d) "**Evaluation Fee**" means the fee paid by a Participant to access and undertake the Evaluation Program. The Evaluation Fee is compensation for access to the Platform and the evaluation process — it is not a deposit, investment, or contribution of trading capital.
- (e) "**Participant**" means any individual who has registered an Account and enrolled in an Evaluation Program.
- (f) "**Funded Account**" means, where applicable and at GenOne's sole discretion, an account through which a successful Participant may be granted access to trade GenOne's proprietary capital subject to a separate Funded Account Agreement.
- (g) "**Simulated Performance**" means all trading results, profit or loss figures, and statistics generated within the simulated trading environment. Simulated Performance does not represent actual trading results and is not indicative of future performance.
- (h) "**Intellectual Property**" means all patents, trademarks, copyrights, trade secrets, algorithms, and proprietary systems owned or licensed by GenOne.
- (i) "**User Data**" means any information submitted, transmitted, or stored by the User in connection with use of the Platform.

SECTION 3

Nature of the GenOne Program — Simulated Trading

IMPORTANT: THE GENONE EVALUATION PROGRAM IS A SIMULATED FUTURES TRADING ASSESSMENT CONDUCTED IN A VIRTUAL ENVIRONMENT. ALL TRADING ACTIVITY WITHIN THE EVALUATION PROGRAM IS PERFORMED USING SIMULATED CAPITAL AND DOES NOT INVOLVE THE INVESTMENT, DEPOSIT, OR PLACEMENT OF REAL FUNDS INTO ANY FINANCIAL MARKET.

Participants do not invest money in financial markets through the Platform. The Evaluation Fee paid by a Participant is solely compensation for access to the Platform, the simulated trading environment, and the evaluation assessment process. The Evaluation Fee is not a deposit, is not held in escrow, is not used for trading, and does not represent a financial investment of any kind.

All prices, market data, account balances, profit and loss figures, and trading statistics displayed within the Evaluation Program are simulated and are provided for assessment purposes only. While GenOne endeavors to reflect realistic market conditions, simulated results may differ materially from results that would have been achieved in actual live trading with real capital, due to factors including but not limited to market impact, liquidity constraints, slippage, and emotional and psychological factors associated with real-money trading.

GenOne Futures LLC is not a broker-dealer, futures commission merchant (FCM), investment adviser, commodity pool operator, or commodity trading adviser. GenOne does not hold, manage, invest, or trade client funds. The Platform does not provide investment advice, financial advice, or trading recommendations of any kind.

SECTION 4

Eligibility and Account Registration

To access the Platform and participate in any Evaluation Program, you must: (a) be at least eighteen (18) years of age or the legal age of majority in your jurisdiction; (b) have the legal capacity to enter into binding contractual obligations; (c) not be subject to

any legal prohibition against participation in simulated or live futures trading in your jurisdiction; and (d) not be identified on any sanctions list maintained by OFAC, BIS, or any applicable governmental authority.

You agree to provide accurate, current, and complete registration information; maintain the confidentiality of your login credentials; notify GenOne immediately of any unauthorized Account access; and accept full responsibility for all activity conducted under your Account. Each individual may maintain only one Account at a time unless otherwise authorized in writing by GenOne. The creation of multiple Accounts for the purpose of circumventing evaluation rules or performance thresholds is expressly prohibited and constitutes grounds for immediate termination.

GenOne reserves the right to refuse registration, suspend, or terminate any Account at its sole discretion, including where eligibility requirements are not met or where Account activity indicates misuse of the Evaluation Program.

SECTION 5

Evaluation Program — Structure and Objectives

The Evaluation Program is a structured simulated trading assessment designed to identify Participants who demonstrate consistent, disciplined trading performance in a simulated futures environment. The specific rules, objectives, account size, duration, profit targets, maximum drawdown limits, and other parameters of each Evaluation Program are set forth in the applicable Program Rules published on the Platform, which are incorporated herein by reference.

Participants must adhere strictly to all Program Rules during the Evaluation Period. Failure to satisfy the stated objectives, or any violation of the Program Rules, will result in disqualification from the Evaluation Program. Disqualification does not entitle the Participant to a refund of the Evaluation Fee except as expressly provided in Section 10.

GenOne reserves the right to modify, discontinue, or restructure any Evaluation Program at any time. Material changes to active Evaluation Programs will be communicated to affected Participants with reasonable advance notice.

- (a) **Simulated Environment:** All trading occurs in a simulated environment using Simulated Capital. No real funds are placed in financial markets at any time during the Evaluation Program
- (b) **Performance Assessment:** Simulated trading results are assessed solely for the purpose of evaluating a Participant's trading skill, discipline, and risk management approach
- (c) **No Guarantee of Funding:** Successful completion of the Evaluation Program does not guarantee access to a Funded Account. GenOne retains sole and absolute discretion in determining whether to offer a Funded Account to any Participant
- (d) **Program Rules Govern:** In the event of any conflict between these Terms and the applicable Program Rules, the Program Rules shall govern with respect to the specific parameters of the Evaluation Program

SECTION 6

Funded Account Program

Upon successful completion of the Evaluation Program, GenOne may, in its sole and absolute discretion, offer a qualifying Participant access to a Funded Account. A Funded Account allows the Participant to trade GenOne's proprietary capital under a separate Funded Account Agreement, the terms of which will be presented to the Participant at the time of the funding offer.

IMPORTANT CLARIFICATIONS REGARDING FUNDED ACCOUNTS:

- (a) **Firm Capital, Not Participant Capital:** Any capital in a Funded Account is the proprietary capital of GenOne Futures LLC. The Participant does not contribute, deposit, or invest their own funds. The Participant is trading on behalf of GenOne,

not for their own account

- (b) **Profit Sharing:** Funded Account participants may receive a share of profits generated through the Funded Account, as specified in the Funded Account Agreement. Profit distributions are contingent on satisfying all applicable performance criteria and compliance obligations
- (c) **No Guarantee of Profit:** Access to a Funded Account does not guarantee any level of profit or income. Trading in financial markets involves substantial risk, and Funded Account participants may generate losses that result in termination of the Funded Account
- (d) **Employment Relationship:** Participation in the Funded Account Program does not create an employment, partnership, joint venture, or agency relationship between the Participant and GenOne
- (e) **Separate Agreement Controls:** The terms governing Funded Accounts are set forth in a separate Funded Account Agreement, which must be executed prior to receiving access to funded capital. In the event of conflict between these Terms and the Funded Account Agreement, the Funded Account Agreement shall govern with respect to Funded Account matters
- (f) **Revocation:** GenOne reserves the right to terminate or revoke a Funded Account at any time and for any reason, including but not limited to violation of Program Rules, risk limit breaches, or changes in GenOne's business operations

SECTION 7

Platform Access and Permitted Use

Subject to your compliance with these Terms, GenOne grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for the purpose of participating in the Evaluation Program and, if applicable, the Funded Account Program, in accordance with these Terms and all applicable Program Rules.

All access to the Platform is provided on an as-is basis and may be modified, restricted, or discontinued at any time. GenOne does not guarantee uninterrupted or error-free access and shall not be liable for any downtime, latency, or disruptions.

SECTION 8

Intellectual Property

All content, features, and functionality of the Platform — including software, algorithms, simulated trading systems, data models, interfaces, trademarks, and logos — are the exclusive property of GenOne Futures LLC or its licensors and are protected by applicable intellectual property law.

You are granted no ownership interest in any GenOne Intellectual Property. You may not reproduce, reverse engineer, decompile, or otherwise exploit any portion of the Platform without GenOne's prior written consent. Any feedback you provide may be used by GenOne without restriction or compensation.

SECTION 9

User Obligations and Prohibited Conduct

You agree to use the Platform only for lawful purposes and in strict accordance with these Terms and all applicable Program Rules. The following conduct is expressly prohibited:

- (a) **Gaming or Manipulating the Evaluation:** Engaging in any trading strategy designed to game, manipulate, or exploit the simulated evaluation environment rather than demonstrate genuine trading skill, including but not limited to account merging, reverse trading across multiple accounts, and exploitation of platform latency or data errors

- (b) **Multiple Account Abuse:** Creating or using multiple Accounts without authorization for the purpose of circumventing evaluation rules, drawdown limits, or performance thresholds
- (c) **Third-Party Account Access:** Sharing login credentials, allowing third parties to access or trade your Account, or purchasing or selling Evaluation Program access
- (d) **Automated Trading Violations:** Using automated trading systems ("bots") or algorithmic tools in violation of applicable Program Rules
- (e) **Misrepresentation:** Providing false or misleading information during registration or in connection with any Funded Account application
- (f) **Unauthorized Access:** Attempting to gain unauthorized access to any part of the Platform or other user Accounts
- (g) **Unlawful Use:** Using the Platform in violation of any applicable federal, state, local, or international law or regulation

SECTION 10

Evaluation Fees, Payments, and Refunds

Access to the Evaluation Program requires payment of the applicable Evaluation Fee as set forth in the fee schedule published on the Platform. All fees are denominated in United States Dollars and are exclusive of any applicable taxes, which are the sole responsibility of the Participant.

THE EVALUATION FEE IS NOT A DEPOSIT, INVESTMENT, OR CONTRIBUTION OF TRADING CAPITAL. It is compensation solely for access to the Platform and the evaluation assessment process. Payment of the Evaluation Fee does not entitle the Participant to any financial return, profit share, or funded capital, except as may be separately provided under a Funded Account Agreement following successful completion of the Evaluation Program.

All Evaluation Fees are non-refundable except as expressly stated in the Platform's published Refund Policy, which is incorporated herein by reference. GenOne reserves the right to modify its fee structure upon reasonable prior notice to Users.

SECTION 11

Disclaimers and Limitation of Liability

THE PLATFORM AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR UNINTERRUPTED AVAILABILITY.

SIMULATED TRADING RESULTS GENERATED THROUGH THE EVALUATION PROGRAM DO NOT REPRESENT ACTUAL TRADING RESULTS AND ARE NOT INDICATIVE OF FUTURE PERFORMANCE IN LIVE MARKETS. PAST SIMULATED PERFORMANCE IS NOT INDICATIVE OF FUTURE SIMULATED OR LIVE TRADING RESULTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GENONE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM, YOUR PARTICIPATION IN THE EVALUATION PROGRAM, OR YOUR INABILITY TO OBTAIN A FUNDED ACCOUNT.

GENONE'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING UNDER THESE TERMS SHALL NOT EXCEED THE EVALUATION FEE ACTUALLY PAID BY YOU FOR THE SPECIFIC EVALUATION PROGRAM TO WHICH THE CLAIM RELATES.

SECTION 12**Indemnification**

You agree to defend, indemnify, and hold harmless GenOne Futures LLC and its members, officers, directors, employees, and agents from and against any claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from: (a) your use of the Platform; (b) your breach of these Terms or applicable Program Rules; (c) your violation of any applicable law; (d) your misrepresentation in connection with the Evaluation Program or any Funded Account application; or (e) any claim that your User Data caused harm to a third party.

SECTION 13**Privacy and Data Protection**

Your use of the Platform is governed by GenOne's Privacy Policy, incorporated herein by reference. By using the Platform, you consent to the collection, use, and disclosure of your personal information as described in the Privacy Policy. GenOne complies with applicable U.S. privacy laws including the GLBA (to the extent applicable), CCPA, and CPRA.

SECTION 14**Termination and Suspension**

Either party may terminate this Agreement upon written notice. GenOne may immediately suspend or terminate your Account without prior notice upon: (a) breach of these Terms or Program Rules; (b) violation of applicable law; (c) creation of multiple unauthorized Accounts; (d) gaming or manipulation of the evaluation environment; (e) legal or regulatory requirement; or (f) discontinuation of the Platform.

Upon termination, your license to access the Platform ceases immediately. Termination does not entitle you to a refund of any Evaluation Fee except as set forth in the applicable Refund Policy. Sections 8, 11, 12, 15, and 16 shall survive termination.

SECTION 15**Dispute Resolution and Binding Arbitration**

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES BINDING ARBITRATION AND WAIVES YOUR RIGHT TO A JURY TRIAL AND CLASS ACTION PARTICIPATION.

Any dispute arising out of or relating to these Terms, the Evaluation Program, or any Funded Account shall first be subject to good-faith negotiation for thirty (30) days following written notice of the dispute. If unresolved, the dispute shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, conducted in Miami, Florida, before a single arbitrator. The arbitrator's award shall be final, binding, and enforceable in any court of competent jurisdiction.

YOU AND GENONE AGREE TO BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING.

SECTION 16**Governing Law and Jurisdiction**

These Terms shall be governed by the laws of the State of Florida, without regard to conflict-of-law principles. To the extent any dispute is not subject to mandatory arbitration, each party consents to the exclusive jurisdiction of the state and federal courts of Miami-Dade County, Florida.

SECTION 17

Amendments and Updates

GenOne reserves the right to modify these Terms at any time. Material changes will be communicated via email or in-Platform notice at least thirty (30) days before taking effect. Continued use of the Platform after the effective date constitutes acceptance of the modified Terms.

SECTION 18

Miscellaneous Provisions

Entire Agreement. These Terms, together with the applicable Program Rules, Privacy Policy, Risk Disclosure Statement, and (if applicable) Funded Account Agreement, constitute the entire agreement between the parties with respect to the Platform and supersede all prior understandings.

Severability. If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary, and the remaining provisions shall continue in full force.

No Waiver. GenOne's failure to enforce any provision shall not constitute a waiver of its right to do so in the future.

Assignment. You may not assign your rights under these Terms. GenOne may assign freely.

Force Majeure. GenOne shall not be liable for delays or failures caused by events beyond its reasonable control.

No Employment or Partnership. Nothing in these Terms creates an employment, partnership, joint venture, or agency relationship between you and GenOne.

Contact. For legal notices: legal@genonefutures.com.

END OF TERMS AND CONDITIONS — GENONE FUTURES LLC

This document does not constitute legal advice. GenOne Futures LLC recommends consulting qualified legal counsel regarding your specific circumstances.