

EXPRESS FUNDED ACCOUNT AGREEMENT

Last Modified: July 2, 2023

This Express 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 TopstepTrader, LLC, an Illinois limited liability company (“Topstep”), and the party listed on the Signature Page to this Agreement (“User”). Topstep and User are each individually a “Party” and collectively the “Parties” to this Agreement.

RECITALS

A. User has graduated from Topstep’s simulated trading evaluation program known as the “Trading Combine” and been provided the ability to enter into live market trading with an affiliate of Topstep; however, User has determined it is in User’s best interest to continue trading in a simulated environment for the instant period of time to better hone skills while providing trading data to Topstep in exchange for the ability to obtain compensation based on demonstrated skill in trading.

B. Topstep desires to (i) provide User with access to an account maintained by Topstep for simulated trading of commodity futures (the “Express Account”) using simulated capital (“Express Capital”), as well as analytical instruments, training, educational materials, and other accompanying services for advanced traders found in the user interface of Topstep’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 according 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 commodity futures. No actual trading of commodity futures will occur under the arrangement set forth herein. User acknowledges and agrees that Topstep believes that the data generated by User’s activities is of sufficient value to pay any Reward.

D. User desires to (i) open an Express Account to perform simulated futures trading through the Trading Platform, (ii) receive access to the Services, and (iii) have the ability to earn the Reward.

E. User understands and agrees that the arrangement set forth herein is intended as an experimental arrangement by Topstep (“Pilot Program”) and that a limited number of individuals are enrolled in the Pilot Program. User understands that Topstep may determine to end the Pilot Program at any time on short or no notice.

F. User acknowledges that they have been provided full access to User’s digital log of trading history (“Trading Reports”) through the Client Portal, and that User’s independent review of such Trading Reports has been a material consideration in User’s election to participate in this Pilot Program.

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. Express Account.

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

(b) Personal Identification. User acknowledges that, once User is permitted to engage in Express 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 3 of this Agreement.

(c) Automated Trading Software. To the extent that User prepares or uses any custom, algorithmic, or other automated trading software (collectively, “Automated Trading Software”) in connection with User’s activities hereunder, User acknowledges that: (i) User shall notify Topstep in writing and obtain written approval from Topstep prior to using any Automated Trading Software, (ii) no Automated Trading Software may be used unless Topstep has given prior written approval for its use, which approval shall be at Topstep’s sole discretion, (iii) User shall indemnify Topstep against any claim that such Automated Trading Software infringes on the intellectual property rights of any third party and any and all claims, loss, damages, cost, and fees, including reasonable attorneys’ fees, incurred by Topstep as a result of User’s use of the Automated Trading Software, and (iv) User shall be responsible for all costs and expenses with respect to such Automated Trading Software. User acknowledges that Topstep may require advance testing of Automated Trading Software in its sole discretion. Notwithstanding the foregoing, Topstep prohibits use of any Automated Trading Software owned or developed by any third party other than the User.

(d) Prohibited Conduct. In connection with Express Trading, User is prohibited from (collectively, “Prohibited Conduct”):

- Using any trading strategy intended to exploit or create errors in the Services such as errors in the display of prices or delay in their updates;
- Using any trading strategy that includes disruptive practices (as determined in Topstep’s sole discretion), including but not limited to spoofing strategies;
- Trading excessive or unrealistic number of contracts in the day;
- Performing trades any time outside the best bid or offer;
- Performing trades using an external or slow data feed;
- Performing, alone or in concert with any other persons, including between connected accounts, or accounts held with different Topstep Parties, trades, or combinations of trades, the purpose of which is to manipulate, abuse, or give User an unfair advantage while using the Site or Services, for example, by engaging in any short term or high frequency trades or simultaneously entering into opposite positions;
- Performing trades in conflict with the terms and conditions of Topstep of the User Section and the terms and conditions of the Trading Combine®;

- Using any software, artificial intelligence, ultra-high speed, or mass data entry which might manipulate, abuse, or give User an unfair advantage while using the Services;
- Otherwise performing trades in contradiction with how trading is actually performed in the applicable futures markets, or in a way that establishes justified concerns that Topstep might suffer financial or other harm as a result of User's activities;
- In concert with others, including between unconnected accounts and third parties, performing the same trading strategy (i.e., performing the same trades in the same time increments), opposite strategy, or other activity mean to pool or hedge risk of the aggregate, unconnected accounts;
- Using any instruments that may adversely affect the operation of the Services or that would be intended to misuse any errors, bugs, or other deficiencies of the Services;
- Circumventing geographical restrictions of availability or any other technical restrictions;
- Holding a position within 2% of a product's lock limit;
- Trading on behalf of others including but not limited to sharing any incentives as part of any business arrangement; or
- Engaging in other conduct which in the sole discretion of Topstep, represents uncommercial activity, is intended to game the market, or otherwise is not a viable trading strategy.

All use of the Services, including trading in the Trading Combine®, is subject to trading rules established by Topstep (collectively, "Trading Rules"), which are subject to change by Topstep 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.

Trading can only occur during normal electronic trading hours unless otherwise indicated by us. Abbreviated holiday hours can be found on Topstep's website. All positions MUST be closed prior to 3:10 PM CT or prior to the market close, whichever is sooner. Traders are only permitted to trade permitted products by Topstep. For more information, please visit our help center here.

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

Additionally, to deter and avoid violations of the Trading Rules and Prohibited Conduct, your positions will automatically be flattened (e.g., closed out) just prior to the end of the then current trading session (e.g., about ten seconds prior to the closing bell at 3:10 PM CT) as determined by Topstep.

If Topstep, in its sole discretion, determines a User has violated any Trading Rules or engaged in Prohibited Conduct, Topstep 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 Topstep identifies trading activity that, in its sole discretion, relates to Prohibited Conduct, Topstep reserves the right to, in its sole discretion, delete the trading day and all profits, or restart or close the Express Account. Additionally, Topstep may ban User from use of all or a portion of the Services.

2. Representations, Warranties, and Covenants. User represents, warrants, and covenants to Topstep as follows:

(a) User acknowledges and agrees:

(i) No performance provided by Topstep 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, Topstep 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.

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

(iii) All trading that User performs through User's Express 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) Express Capital is not real currency and User has no right to it beyond the scope of its use in connection with Express Trading and the Services (in particular that they cannot be used for actual trading), User is not entitled to withdraw or transfer any Express Capital, and that Topstep 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 Express 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) If User's access to the Express Account is canceled for any or no reason User shall lose access to the Express Account and the Services, without being entitled to any compensation.

(vii) Excessive or unrealistic single day or single trade profits will be subject to review by Topstep for any possible violations of Trading Rules or engaging in any Prohibited Use.

(b) User is obligated to promptly notify Topstep about and provide Topstep with User's accurate and correct identifying information as requested by Topstep. 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 3). 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 Topstep bear any responsibility for the failure of User to fulfill any of its obligations.

(d) User hereby acknowledges that the Express Capital has no monetary value and it's only a part of the Services provided to User and User has no actual right, title, or ownership to such Express Capital, and that the Topstep has all rights, interest, and full ownership to all Express Capital (as part of the Services). The Express 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.

(e) User represents 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 or the Commodity Futures Trading Commission; and (ii) no outstanding debts with a clearing firm or other financial services firm.

3. Rules. All Express Account Trading is subject to trading rules established by Topstep (collectively, "Trading Rules"), which are subject to change by Topstep in its sole and absolute discretion from time to time. The current Trading Rules are set forth on Exhibit A. 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 Express Trading conducted by User, User will be compensated as follows:

(a) Calculation of Rewards. To better simulate live trading environments, hypothetical amounts deemed by Topstep to approximate customary market charges for commissions and fees shall be imputed to Express Trading and netted out of the determination of any Trading Profits (defined below) and added to the balance of any Trading Losses (defined below). At the time of determination, (A) if after netting User's gross rewards and expenses from the initial balance of User's Express 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". If User engages in any of the Prohibited Conduct, Topstep may, in its sole discretion and without limitation to all other rights and remedies, remove applicable trades and/or trading days from User's Express Account and not credit the profits and/or losses of such trades toward the calculation of any Trading Profits or 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 (in accordance with Section 4(c)) Rewards of such User. Notwithstanding anything to the contrary, (i) a User's Reward Balance shall at no time exceed \$20,000 (the "Maximum Balance"), and (ii) no Trading Profits shall be credited to a User's Reward Balance in excess of the Maximum Balance (with any such profits in excess of the Maximum Balance being disregarded and inapplicable to any future calculation of a Reward Balance or Trading Profits).

(c) Payout. If eligible, User may request a payout of up to 50% of User's then-current Reward Balance (a "Payout") by submitting the "Payout Information Form" through the Client Portal ([here](#)), as may be amended in Topstep's sole discretion. As used herein, "Benchmark Trading Day" means a day in which markets are open and User, having actively traded, as of the close of such markets has accumulated at least \$200 in Trading Profits on such day. In order to be eligible for a Payout, User must have accumulated at least 5 Benchmark Trading Days since the later to occur of (i) the

Effective Date, and (ii) User's immediately preceding Payout. No Payout to User shall be made except with the approval of Topstep in its reasonable discretion. Payouts will generally be disbursed to User within 7 business days of the date Topstep receives the Payout Information Form. Notwithstanding anything to the contrary, Topstep shall not be responsible and have no liability for any failure or inability to timely disburse any Payout. The Payout Information Form outlines any fees related to a Payout. Topstep 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 Trader's Express 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 successive 1-year terms unless one Party provides written notice of termination to the other Party (the "Term"). This Agreement may be terminated by User or Topstep 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, Topstep, in its reasonable discretion, shall allocate all funds in the Express Account between User and Topstep as follows:

(i) If the Express Account is closed by Topstep, and User has at least 5 accrued and unapplied Benchmark Trading Days, then 100% of User's accrued and unpaid Reward Balance shall be paid to User.

(ii) If the Express Account is closed by User, and User has at least 5 accrued and unapplied Benchmark Trading Days, then (A) 50% of User's accrued and unpaid Reward shall be paid to User, and (B) the remaining 50% Reward Balance will be forfeit without consideration.

(iii) If the Express Account is closed by either User or Topstep, and User does not have at least 5 accrued and unapplied Benchmark Trading Days, then 100% of User's accrued and unpaid Reward shall be forfeit without consideration.

(c) Notwithstanding Sections 5(a)-(b), if Topstep, in its sole discretion, believes that User has abandoned their Express Account (being automatically deemed abandoned upon 30 or more consecutive calendar days without any trades made), Topstep may, with or without notice, permanently closing User's Express Account, upon which any accrued and unpaid Reward Balance shall be forfeit without consideration.

(d) Notwithstanding Section 5(b), if Topstep, in its sole discretion, believes that User has abandoned their Express 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 Express Account, has violated the Trading Rules, or is acting in bad faith or in violation of this Agreement, Topstep 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 date from a User's the Express Account, and (ii) permanently closing User's Express Account. If Topstep, in its sole discretion, determines to close User's Express Account pursuant to this Section 5(c), 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 any Topstep Group Company, User shall immediately return to Topstep any Rewards received by User, and User shall indemnify, defend, and hold the Topstep Group Companies harmless from all losses, damages, fines, penalties, and expenses incurred directly or indirectly by any Topstep Group Company as a result of such violation or breach, including reasonable attorneys' fees and expenses.

(e) Topstep reviews Express Trading for quality and data aggregation purposes. In evaluating a particular User, Topstep may, in its sole discretion, determine that such User has demonstrated sufficient proficiency in Express Trading and elect to transition such User to a live trading account ("Live Trading") with Topstep's affiliate. Should Topstep elect such transition by written notice to User, then (i) this Agreement shall terminate with funds retained and disbursed in accordance with Section 5(b), and (ii) User will execute a Funded Account Agreement for a "Funded Account" with Topstep's affiliate (a "Funded Account Agreement"). If User fails to timely execute a Funded Account Agreement, then Topstep may terminate this Agreement and cause its affiliate to rescind any offer to enter Live Trading.

6. Confidentiality. Topstep 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, Topstep has developed proprietary trading methods, systems, strategies, methods of operations, written materials, and business practices all solely for the use of Topstep in the expansion and enhancement of its proprietary trading business ("Confidential Information"). Trader agrees that Confidential Information is, in fact, confidential and proprietary to Topstep. During the Term, and for three years following expiration or earlier termination of the Term, Trader shall not, without the prior written consent of Topstep, 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 Topstep or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance of Trader's activities on behalf of Topstep, provided that such person agrees to comply with the confidentiality requirements set forth in this Section 3. In the event Trader is required to disclose Confidential information as set forth herein, Trader shall immediately send notice to Topstep 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 two years thereafter, Trader shall not, directly or indirectly: (a) cause or attempt to cause any employee of a Topstep or any of its affiliates (each, a "Topstep Group Company") to leave the employ of such firm, (b) cause or attempt to cause any independent contractor of a Topstep Group Company, including any traders, to leave such company, (c) in any way interfere with the relationship between any Topstep 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 Topstep Group Company to work for any organization of which Trader 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 Topstep 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 Topstep Group Company or to enter into any business relationships with Trader. Trader will not make any false, disparaging, defamatory, or derogatory statements, whether written or verbal, including on any websites or social media platforms, regarding any Topstep Group Company, or otherwise place any Topstep Group Company in a false or negative light.

8. Injunctive Relief. Trader acknowledges and agrees that the remedy at law for any violation by Trader of Sections 6 and 7 will be inadequate and that Topstep would suffer continuing and irreparable injury to its business as a direct result of any such violation. Trader therefore agrees that, in the event of any actual or threatened violation by Trader of Sections 6 and 7, Topstep shall be entitled, in addition to any other remedies available to it, to a temporary or permanent restraining order and to injunctive relief against Trader 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 Topstep in response to actual or threatened violation of Sections

3 and 4, Trader agrees to pay Topstep's costs and expenses of such legal action, including reasonable attorneys' fees.

9. 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.

10. Arbitration. Any disagreement, claim, or controversy between the Parties arising from this Agreement, including questions regarding the scope and applicability of this Section 10, 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.

11. Data and Use. User acknowledges that Topstep 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. Topstep may share or sell such information to Topstep'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.

12. Terms of Use. This Agreement supplements Topstep LLC's Terms of Use (a current copy which can be found at <https://www.topstep.com/terms-of-use>) (the "Terms of Use") and Privacy Policy (a current copy which can be found at <https://www.topstep.com/privacy-policy>) 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.

13. Communications Policy. User acknowledges and agrees that (a) any communications created or sent by User shall be professional and appropriate, (b) Topstep 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 Topstep, sent through Topstep's systems, or made in connection with this Agreement, and (d) User shall remain in compliance with any communications policies established by Topstep, in its sole discretion, in effect at the time.

14. Acknowledgments. User acknowledges that (a) no actual trading in live futures markets will ever occur through the Express Account, (b) User has no right, title, or ownership in any property, funds, or positions in the Express Account and that, in any event, all such property, fund and funds are simulated and therefore imaginary, (c) all undistributed Rewards are at risk of loss, and (d) Topstep 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.

15. Consent and Acceptance. User consents to Topstep investigating User's background as Topstep deems appropriate in its sole discretion. Notwithstanding anything contained herein to the contrary, no agreement exists between User and Topstep until Topstep has reviewed and accepted User's information and the results of any background investigation (if applicable). Topstep may decline to enter into a contractual agreement with User or any prospective trader for any reason or no reason, including

but limited omitting information requested by Topstep, fraudulent credit card charges or credit card chargebacks, brokerage relationships, User's indebtedness or history of indebtedness, providing misleading, inaccurate, or fraudulent information to Topstep, 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 Topstep deems unacceptable for any reason whatsoever. .

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

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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 Topstep 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 Topstep unless acknowledged and accepted in writing by an authorized officer of Topstep.

[Signature Page To Follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as of the Effective Date.

USER ACKNOWLEDGES AND AGREES THAT NO ACTUAL TRADING OF ACTUAL FUTURES CONTRACTS IN ACTUAL MARKETS WILL OCCUR UNDER THIS AGREEMENT. USER IS NOT REQUIRED TO DEPOSIT FUNDS TO ENGAGE IN THE SIMULATED TRADING CONTEMPLATED UNDER THIS AGREEMENT. USER MAY, UNDER CERTAIN CIRCUMSTANCES SET FORTH IN THE AGREEMENT, BE REQUIRED TO RETURN OR FORFEIT REWARDS PAID UNDER THIS AGREEMENT.

User

TopstepTrader, LLC

By: _____
Name:


By:
Title: Authorized Signatory

Effective Date: _____

Exhibit A – Trading Rules and Reward Terms.

(See attached.)