



# Polymarket

## ENTITY PARTICIPANT AND CLEARING MEMBER AGREEMENT

This Entity Participant and Clearing Member Agreement, as amended from time to time (“**Agreement**”), is entered into by and among QCX LLC d/b/a Polymarket US (“**Polymarket US**”), QC Clearing LLC d/b/a Polymarket Clearing (“**Polymarket Clearing**”, and together with Polymarket US, individually or collectively, as context may require, “**PMUS**”) and \_\_\_\_\_ (“**Participant**”).

Capitalized terms not defined within this Agreement have the meaning set forth in the Polymarket US Rulebook, as may be amended from time to time, and/or the Polymarket Clearing Rulebook, as may be amended from time to time, as context may require.

This Agreement sets forth the terms and conditions under which (1) Polymarket US may grant Participant status as an Entity Participant and Trading Privileges as such and (2) Polymarket Clearing may grant Participant status as a Clearing Member and Clearing Privileges as such, in each case and at all times as provided in, subject to, and conditioned on compliance with this Agreement, the Polymarket US rules, as outlined in the Polymarket US Rulebook and as may be amended from time to time (the “**Polymarket US Rules**”), and the Polymarket Clearing rules, as outlined in the Polymarket Clearing Rulebook and as may be amended from time to time (the “**Polymarket Clearing Rules**” and, together with the Polymarket US Rules, the “**Rules**”).

### I. PARTICIPANT ACKNOWLEDGMENTS AND OBLIGATIONS

1. You will abide by and be subject to this Agreement, including any appendices and amendments hereto, the Rules, and Applicable Law, and ensure that each of your Authorized Users and Responsible Agents have been informed of their obligations under this Agreement and the Rules. In the event of any conflict between this Agreement and the Rules, the Rules will govern. PMUS may limit, condition, restrict, suspend, and/or terminate your status as an Entity Participant and Clearing Member and your Trading Privileges and Clearing Privileges, and those of your Authorized Users, may be limited, conditioned, restricted, suspended, or terminated by PMUS in accordance with the Rules.
2. You consent to the jurisdiction of Polymarket US, as described in the Polymarket US Rules.
3. You will become a Direct Access Participant and obtain Trading Privileges upon Polymarket US’s (a) approval of your application to become a Direct Access Participant in such form as Polymarket US may from time to time prescribe and (b) confirmation that the initial fee payable by you, if any, has been paid to Polymarket US.
4. You will become a Clearing Member and obtain Clearing Privileges upon Polymarket Clearing’s (a) approval of your application to become a Clearing Member in such form as Polymarket Clearing may from time to time prescribe and (b) confirmation that the initial fee payable by you, if any, has been paid to Polymarket Clearing.
5. Without limitation, all disciplinary actions, summary actions, suspensions, terminations, liquidations, and appeals shall be conducted exclusively in accordance with the applicable Rulebook.
6. You are prohibited from entering an Order without sufficient funds in your Account to satisfy such Order if accepted or executed. Acceptance of an Order on the Trading System or Clearing System (collectively, the “**System**”) does not constitute a representation by PMUS that there are sufficient funds or collateral in your Account to satisfy such Order. You authorize PMUS, in its sole discretion and without prior notice to you, to cancel, reverse, liquidate, close out, or transfer any of your positions that are not sufficiently collateralized, as determined and set by PMUS in its sole discretion. In the event of such a cancellation, reversal, liquidation, closeout, or transfer, you authorize PMUS to sell, liquidate, or otherwise dispose of any cash or other assets held in your Account to satisfy any financial obligation accruing to you as a result thereof.

7. You have no right to a refund, reversal, cancellation, or return of (a) the funds used to fund your Account(s) or (b) transactions marked as complete or pending, other than in a manner as may be described in the Rules.
8. You agree that no PMUS employee, director, officer, agent, or Affiliate shall be liable to you for any commercially reasonable action taken in order to comply with the Rules or Applicable Law.
9. You agree to promptly and in good faith cooperate fully with PMUS in all matters and provide to PMUS financial or other information as PMUS may reasonably request, including to verify your identity and qualifications as a participant, or as may be required for PMUS to respond to a request for information from the CFTC, the National Futures Association or any other governmental agency or self-regulatory organization (each, a “**Regulatory Authority**”). You further authorize any Regulatory Authority, bank or other entity to furnish to PMUS, upon request, any information such entity may have concerning you, and you release such entity from liability for furnishing such information; and you authorize PMUS to make available to any Regulatory Authority, bank, Person or other entity (upon such body’s showing of proper authority and need) any information PMUS may have concerning you, subject to Applicable Law.
10. You agree to, from time to time as PMUS reasonably requests, run such tests and provide such information to PMUS that PMUS reasonably considers necessary to establish the functionality of your system, including cybersecurity protections, and your compliance with the Rules.
11. You agree to implement and maintain policies and procedures reasonably designed to monitor all of your Orders and open positions until PMUS confirms execution or cancellation. You are solely responsible for monitoring your Account(s) and the status of any open Orders or positions in such Account(s) and for ensuring the correct execution of your transactions. PMUS is not responsible for any loss due to your failure to cancel or replace an Order prior to execution.
12. You pledge to Polymarket Clearing a first-priority security interest in all collateral transferred to or deposited with Polymarket Clearing and authorize Polymarket Clearing to transfer and apply such collateral in accordance with the Rules.
13. You acknowledge and agree that any cash or other property that Polymarket Clearing holds for or on your behalf may, from time to time and without prior notice, be invested or commingled by Polymarket Clearing, as permitted by CFTC Regulations 1.25 and 39.15(e), and, to the extent applicable, Part 22.
14. You will not access or use the System to post or transmit any messages or content that violates any Applicable Law. You agree that PMUS in its discretion may limit your volume of messaging traffic (*e.g.*, messages per second submitted by you to PMUS).
15. You will promptly notify PMUS in writing if the information provided in or pursuant to this Agreement, your PMUS Entity Participant/Clearing Member Application (the “**Participant Application**”), the form of which is attached hereto as Appendix A, the Rules, or otherwise is no longer materially accurate or complete.
16. You authorize PMUS and its agents, in their sole discretion, to make or obtain reports concerning your financial condition and business conduct.
17. You shall ensure that each Authorized User and Responsible Agent has been informed of their obligations under this Agreement and the Rules and any amendments hereto and thereto, the proper use of the System, and the proper use of any terminal or other device used to enter Orders for submission to the System.
18. You are solely responsible, at your own risk and expense, for acquiring, installing, and maintaining all equipment, hardware, and software (other than any equipment, hardware, and software that PMUS may provide to you pursuant to this Agreement) required to connect to the System. You are responsible for keeping your systems that are connected to the System, including all equipment, hardware, and software, secure at all times from unauthorized access or use. You agree to provide PMUS with such information as it may request regarding your system’s security, including, but not limited to, any cybersecurity testing results, and to allow PMUS, upon reasonable notice to you, to audit your system’s security.
19. You shall comply with all conformance tests and procedures required by Polymarket US when connecting to the System via API. You shall not access or use the System in a live production environment unless and until you have received written approval to do so from Polymarket US. You shall be responsible and liable for any errors or failure in your implementation of the API.

20. PMUS may make any modifications, improvements or additions to the System or any part or parts thereof in its sole discretion.
21. You will not access any functionality or product that requires Eligible Contract Participant status unless you qualify as an Eligible Contract Participant and have completed the Eligible Contract Participant Questionnaire attached to the Participant Application, with supporting documentation acceptable to PMUS.
22. All data and information available via the System is proprietary to PMUS and may be accessed and used solely as permitted by this Agreement, the Rules, and Applicable Law. Such data and information may not be redistributed except as PMUS expressly permits.
23. You consent to the electronic delivery of all tax forms, including, without limitation, IRS Form 1099-B.
24. You agree to maintain the strict confidentiality of your login credentials, including but not limited to usernames, passwords, PINs, security tokens and any other authentication information associated with your account. You shall not, under any circumstances, share, disclose, provide or otherwise make available your login credentials to any other person or entity. You acknowledge you are solely responsible for all the activity conducted through your account. Any unauthorized access or breach resulting from your failure to maintain the confidentiality of their credentials may result in disciplinary action, termination of access, or other remedies available under this agreement or applicable law.

## **II. REPRESENTATIONS AND WARRANTIES**

You hereby represent, warrant, and covenant, and each time you enter an Order, effect a transaction, or otherwise use or access the System, you will be deemed by such act to represent, warrant, and covenant the following:

1. You are an entity (*e.g.*, a corporation, limited liability company, or partnership) duly organized, validly existing, and in good standing under the laws of the jurisdiction of your formation.
2. Assuming due authorization, execution, and delivery, this Agreement constitutes a legal, valid, and binding obligation, enforceable against you in accordance with its terms, and your execution and delivery of this Agreement and performance of your obligations hereunder does not and will not violate or conflict with any governing document, Applicable Law, judgment, decree, order, or agreement to which you or your property is subject.
3. You have all requisite power and authority, including all required approvals and licenses, if any, to (a) enter into this Agreement and to carry out your obligations hereunder, and your execution and delivery of this Agreement have been duly authorized, and (b) open accounts and effect transactions in commodities, swaps, futures, and options.
4. You have adequate financial resources to carry out your obligations under this Agreement.
5. You satisfy all applicable eligibility, financial, and operational requirements set forth in this Agreement and the Rules.
6. You have made to PMUS all disclosures (including any regarding statutory disqualification or prohibition) required by this Agreement and Applicable Law. Specifically, you represent that you are not subject to a statutory disqualification as defined under Sections 8(a)(2) or 8(a)(3) of the Commodity Exchange Act and there are no pending regulatory, criminal, or civil proceedings against you that could reasonably be expected to result in a statutory disqualification as described above.
7. All financial or other information you provide to PMUS or its agents in connection with or pursuant to this Agreement, the Participant Application, the Rules, or otherwise, is accurate and complete in all respects.
8. You are not domiciled, organized, or located in any jurisdiction in which access to, use of, or trading on the System is prohibited under Applicable Law or by PMUS policy. Without limiting the foregoing, you acknowledge and agree that you are prohibited from accessing, using, or trading Contracts on the System if you are domiciled in, organized in, or located in: (a) any country, territory, or region that is the target of comprehensive economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (including, but not limited to: Cuba, Iran, North Korea, the Crimea region of Ukraine, the so-called "Donetsk People's Republic," and the so-called "Luhansk People's Republic"); (b) any jurisdiction identified from time to time by the Financial Action Task Force ("FATF") on its lists of High-Risk Jurisdictions subject to a Call for Action (the FATF "black list") or Jurisdictions under Increased Monitoring (the FATF "grey list"), as published by FATF on its official website and incorporated herein by reference

without enumeration; or (c) any jurisdiction that has imposed a national prohibition or warning on the marketing, distribution, or sale to retail clients of products comparable to the Contracts, including retail binary options. PMUS may revise its policies and update the jurisdictions covered by this [Section II.8](#), without notice to you, to reflect changes in law, regulation, sanctions, supervisory guidance, or risk assessment, and may block or terminate access accordingly.

### **III. PARTICIPANT DEFAULT**

1. The occurrence of any of the following events will constitute a “Default” under this Agreement:
  - a. You or any of your employees and/or associated persons (as such term is defined in CFTC Regulation 1.3) breach or fail to timely perform any of your or their material duties or obligations under this Agreement or the Rules, or otherwise in respect of any Contract;
  - b. You fail to deposit or maintain any required collateral or fail to make any other payment required with respect to any Contract;
  - c. Any representation or warranty made by you hereunder, including all documents incorporated by reference, is not or ceases to be accurate and complete in any material respect;
  - d. A case in bankruptcy is commenced, or a proceeding under any insolvency or other law for the protection of creditors or for the appointment of a receiver, trustee or similar officer is filed, by or against you;
  - e. Any warrant or order of attachment is issued against any of your accounts or a judgment is levied against any such account; or
  - f. You fail to provide adequate assurances acceptable to PMUS after PMUS has requested that such assurances be provided within a reasonable period of time under the circumstances, whenever PMUS considers such assurances necessary for the protection of PMUS, its Participants, Clearing Members, and/or the Polymarket US market.
2. Upon the occurrence of a Default, PMUS shall have the right, without limitation, except as provided in the Rules, to take one or more of the following actions:
  - a. Close out any or all open Contracts;
  - b. Cancel any of your outstanding Orders;
  - c. Treat any and all of your obligations to PMUS as immediately due and owing;
  - d. Set off any PMUS obligation to you against any of your obligations to PMUS;
  - e. Require liquidation of collateral held in your Account(s) to satisfy your obligations to PMUS;
  - f. Terminate any or all of PMUS’s obligations for future performance with respect to your Account(s);
  - g. Terminate or suspend your access to the System; and/or
  - h. Proceed with any other appropriate action in accordance with the Rules.

### **IV. FEES AND OTHER CHARGES**

You shall promptly pay all fees and charges as specified from time to time on PMUS’s websites or otherwise communicated to you when due. You authorize PMUS to deduct all fees or other charges accruing to you directly from your Account(s).

### **V. INDEMNITY**

You hereby agree to indemnify and hold harmless PMUS and their directors, officers, employees, members, affiliates, and agents from and against all expenses and costs and damages (including any legal fees and customary expenses), directly and actually incurred (including consequential damages awarded to a third party) as a result of all third-party claims resulting from, in connection with, or arising out of your use of the System and your activities arising out of or relating to this Agreement, including any failure by you, for any reason, to comply with (1) your obligations under, (2) the requirements set forth in, or (3) the agreements, representations, warranties, or covenants contained in this Agreement. Within 10 Business Days after Polymarket US or Polymarket Clearing receives written notice of a claim that it reasonably believes falls within the scope of this paragraph, PMUS will provide you with written notice of such claim; *provided, however*, that failure to provide such notice will not relieve you of your indemnity obligations hereunder except to the extent you are materially prejudiced thereby. In the event that you are materially prejudiced

by any such failure, you will not be responsible for those expenses, costs and damages that PMUS incurs solely as a result of such failure. Your indemnity obligation will not apply to the extent there has been a final determination (including exhaustion of any appeals) by a court or arbitrator of competent jurisdiction that the expense, cost or damage arose solely and directly from PMUS's gross negligence, fraud or willful misconduct.

## **VI. LIMITATION OF LIABILITY; LIMITED WARRANTY**

YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL PMUS, THEIR AFFILIATES, SUBSIDIARIES, SUPPLIERS, AND LICENSORS AND ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, STOCKHOLDERS, OR OWNERS OF ANY OF THE FOREGOING BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, TRADING LOSSES, LOSS OF ANTICIPATED PROFITS OR GAIN RELATING IN ANY WAY TO TRADING, INCLUDING LOSS OF ANY TRADING INCENTIVE OR BONUS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR FOR INCREASED EXPENSES OF OPERATION, SPECIAL PUNITIVE DAMAGES, INCIDENTAL LOSS, LOST PROFITS, LOSS OF OPPORTUNITY, OR INDIRECT DAMAGES, ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING CAUSES RELATED TO OR ARISING FROM YOUR USE OF THE SYSTEM, EVEN IN THE EVENT PMUS OR ANY OF THE FOREGOING PERSONS OR ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IN THE EVENT ANY LIMITED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

WITHOUT LIMITATION OF THE FOREGOING, PMUS'S AGGREGATE MAXIMUM LIABILITY RELATED TO OR ASSOCIATED WITH YOUR USE OF THE SYSTEM SHALL IN NO EVENT EXCEED THE LESSER OF (1) THE PURCHASE PRICE OF ANY OF YOUR ASSETS PURCHASED VIA THE SYSTEM AND ASSOCIATED WITH THE CLAIM; OR (2) THE TOTAL FUNDS YOU HAVE DEPOSITED TO THE SYSTEM PRIOR TO MAKING A CLAIM.

PMUS, ITS AFFILIATES, SUBSIDIARIES, AND SOFTWARE, HARDWARE, AND SERVICE PROVIDERS PROVIDE THE SYSTEM "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. PMUS, ITS AFFILIATES, SUBSIDIARIES, AND ITS SOFTWARE, HARDWARE, AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER THE COMPANY (INCLUDING ITS AFFILIATES AND ANY CONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES TO THE COMPANY) NOR ANY COMPANY PERSONNEL MAKE ANY WARRANTY WITH RESPECT TO, AND NO SUCH PARTY SHALL HAVE ANY LIABILITY TO ANY PARTICIPANT OR ANY PERSON ASSOCIATED WITH A PARTICIPANT (INCLUDING ANY AUTHORIZED USER) FOR, THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE TRADING SYSTEM OR THE COMPANY OR THE CLEARINGHOUSE, DELAYS, OMISSIONS OR INTERRUPTIONS IN EXCHANGE SERVICES OR CLEARINGHOUSE SERVICES OR THE CREDITWORTHINESS OF ANY OTHER PARTICIPANT OR ANY PERSON ASSOCIATED WITH A PARTICIPANT.

## **VII. ELECTRONIC TRADING RISK DISCLOSURE; MARKET INFORMATION**

There are numerous risks associated with the Contracts traded through PMUS and with the System itself. Notwithstanding said risks, you assume the financial and other known risks involved in trading these Contracts. The risk of loss in trading Contracts on PMUS can be substantial and is a highly speculative activity involving volatile markets. Trading through the Internet or other dedicated lines of communication involves many interrelated systems, including hardware, software, telephony, cable, and power generation, all of which are subject to failure or malfunction that may adversely affect the ability to trade. During any time that PMUS is inaccessible for whatever reason, Orders may not be entered, cancelled, or modified. Additionally, although PMUS and its systems provider(s) have taken precautions, such as redundant systems, to prevent such an occurrence, if the System suffers a catastrophic failure, there is a chance Orders and their priority in the Order queue could be lost. PMUS is not responsible or liable for any effect on the ability to trade caused by any malfunction of the Internet, computing systems, or their related components. You understand that at various times trading of a particular Contract on Polymarket US may cease due to a lack of bids or offers for that Contract and, on certain specific trading dates, a Contract will expire pursuant to its terms even if the System is not accessible. You freely assume these risks and hold PMUS, their affiliates and their respective directors, officers, employees, and agents harmless against any such losses resulting from these risks.

YOU ACKNOWLEDGE AND ASSUME THE RISKS OF TRADING AND SYSTEMS USE AS DESCRIBED IN THIS AGREEMENT, THE RULES, POLYMARKET US'S RISK DISCLOSURE STATEMENT, ANY OTHER PMUS POLICY, AND PMUS'S WEBSITES.

### **VIII. NO INVESTMENT ADVICE OR RECOMMENDATIONS**

Participant hereby acknowledges and agrees that PMUS provides no legal, tax, investment, financial, or other advice, and nothing contained in this Agreement, the Rules, or the System constitutes a solicitation, recommendation, endorsement, or offer by PMUS to buy or sell any commodity derivative, future, option or swap. Participant assumes the sole responsibility of evaluating the merits and risks associated with the use of the System.

### **IX. NOTICE**

You consent to receive all communications, including but not limited to, any correspondence relating to your Account(s), Trading Privileges, Clearing Privileges; and any other written communication by electronic mail ("email") to the email address(es) provided by you with this Agreement and/or the Participant Application and through postings on PMUS's website.

You shall provide a valid, active email address upon enrollment or registration and represent you have full authority to use and access the email address provided. It is your sole responsibility to ensure that their email address on file is current and accurate at all times.

You agree to promptly notify PMUS of any change to your email address by updating your account information. PMUS shall not be liable for any failure to deliver communications resulting from an outdated, invalid, or inaccessible email address provided by you. You are also encouraged to periodically review PMUS's website for any posted notices or updates that may affect your Account or obligations. PMUS shall not be liable for any failure to deliver communications resulting from an outdated, invalid, or inaccessible email address or from your failure to review website postings in a timely manner.

You acknowledge that communications sent to the email address on file shall be deemed received and effective upon transmission, and that website postings shall be deemed received and effective upon the date they are made publicly available on PMUS's website, regardless of whether you access or read the communication.

### **X. TERMINATION**

PMUS or you may terminate this Agreement at any time by providing written notice to each other party. In the event of such termination, PMUS will immediately close and settle all of your outstanding positions in such manner as PMUS sees fit. Termination of this Agreement will not affect any accrued rights or liabilities relating to any transaction effected prior to termination, or any right or remedy available to PMUS. You will remain responsible to PMUS for payment of all amounts owing to PMUS and any deficiency remaining in your Account or otherwise upon or following termination of this Agreement.

### **XI. MISCELLANEOUS**

1. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Each party agrees that electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any **electronic** sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record. Delivery of an electronic signature to this Agreement shall be as effective as delivery of an original signed counterpart of this Agreement.
2. **Interpretation.**
  - a. "You" and "your" refer to Participant.
  - b. References to the "parties" means Polymarket US, Polymarket Clearing and Participant and their respective successors and permitted assigns. References to a "party" means any one of Polymarket US, Polymarket Clearing or Participant and its respective successors and permitted assigns, as context indicates.
  - c. References in this Agreement to a Section or Appendix are references to a Section or Appendix of this Agreement unless otherwise indicated.

- d. Use of the words “include”, “included”, “includes” or “including” as used herein shall be deemed in each case to be followed by the phrase “without limitation,” or phrase “but not limited to”, if not expressly followed by such phrase.
  - e. The word “all” includes “any” and the word “any” includes “all.”
  - f. Headings shall be ignored in interpreting this Agreement.
  - g. In the event of a conflict between this Agreement and the Rules, the Rules govern, and Participant waives any argument that this Agreement limits or impairs PMUS’s authority under the Rules or Applicable Law.
3. **Survival.** Sections I.2, IV, V, VI, VII, X, XI.4, XI.6, and XI.9 (Miscellaneous – Severability) will survive termination of this Agreement and the suspension or restriction of your access to the System and continue in full effect. Sections I and II will survive termination of this Agreement and the suspension or restriction of your access to the System and continue in full effect solely to the extent they relate to or arise out of acts, omissions, events, or obligations occurring prior to the effective date of termination of this Agreement.
  4. **Data Use.** You hereby grant PMUS a worldwide, perpetual, irrevocable, royalty-free, full sublicensable and freely assignable license to store, use, copy, display, disseminate and create derivative works from: (i) the price and quantity data for each transaction entered into by you that is executed via the System and (ii) each bid, offer and/or order provided entered into the System by you. You acknowledge and agree that PMUS may use such information for business, marketing and other purposes, provided that such information, to the extent publicly disseminated, shall only be publicly disseminated in aggregated and anonymized form.
  5. **USA PATRIOT Act Notice.** PMUS hereby notifies Participant that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies Participant, which information includes the name and address of Participant and other information that will allow PMUS to identify Participant in accordance with the USA PATRIOT Act.
  6. **Governing Law/Dispute Resolution.** This Agreement will be governed by and construed in accordance with the laws of the State of New York. Any dispute arising from or in connection with this Agreement will be subject to the dispute resolution procedures in the Polymarket US Rulebook or the Polymarket Clearing Rulebook, as applicable.
  7. **Assignment.** Participant may not assign this Agreement, nor any rights, interests, or other obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of PMUS, and any such assignment without such prior written consent shall be null and void.
  8. **Amendments.** This Agreement may be amended unilaterally by PMUS upon notice to you. You will be deemed to agree to each such amendment if you do not terminate the Agreement prior to the effective date of the amendment.
  9. **Severability.** In the event that any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
  10. **Complete Agreement.** This Agreement, including all appendices and all documents incorporated herein by reference, constitutes the entire contract between the parties relative to the subject matter hereof. Any other previous agreement among the parties with respect to the subject matter hereof is superseded by this Agreement. Nothing in this Agreement, expressed or implied, is intended to confer upon any person (other than the parties hereto and their respective successors and assigns permitted hereunder) any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the later of the dates set forth below.

**PARTICIPANT**

\_\_\_\_\_

By: \_\_\_\_\_

*Print Name:* \_\_\_\_\_

Date: \_\_\_\_\_

**POLYMARKET US**

*QCX LLC d/b/a Polymarket US*

By: \_\_\_\_\_

*Print Name:* \_\_\_\_\_

Date: \_\_\_\_\_

**POLYMARKET CLEARING**

*QC CLEARING LLC d/b/a Polymarket Clearing*

By: \_\_\_\_\_

*Print Name:* \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix A**  
**PMUS Entity Participant/Clearing Member Application**

Organization's Legal Name:

**FORM OF ORGANIZATION (SELECT ONE):**

- Corporation organized under the laws of
- Limited Partnership organized under the laws of
- Limited Liability Company organized under the laws of
- General Partnership organized under the laws of
- Other (describe)

Tax Identification Number:

Legal Entity Identifier ("LEI"):

REGISTRATION/STATUS NFA ID Number (if applicable):

Swap Dealer / MSP / FCM / IB Status (if applicable):

ECP STATUS (if applicable):

Complete Eligible Contract Participant Questionnaire attached hereto if seeking access to products or functionalities requiring ECP status (e.g., Block Trades).

**ADDRESS:**

(Street 1)

(Street 2)

(City, State Zip Code)

Registered Agent for Service of Process in New York:

Administrator:

(Name)

(Tel. No.)

(Facsimile No)

(Email)

**LIST ANY PERSON OR ENTITY THAT OWNS OR CONTROLS 25% OR MORE OF YOUR ORGANIZATION:**

If no individual, directly or indirectly, owns 25% or more of the equity interests of your organization, please check the box below.

No individual owns 25% or more of the Legal Entity Customer

For natural persons, please list the individual’s ownership percentage, name, date of birth, address, and identification number. U.S. persons must provide their Social Security Number, and non-U.S. persons should provide a similar identification number, including but not limited to a passport number, alien identification number, SSN, or the number and country of issuance of any other government-issued document that evidences nationality or residence and bears a photograph or similar safeguard. The individual’s residential address is expected, but a business address may be permissible.

If there are entity beneficial owners, please list the entity registration number and provide a chart with the organization’s structure.

Name:	DOB:	Ownership %:
Address:		Identification Number:
Name:	DOB:	Ownership %:
Address:		Identification Number:
Name:	DOB:	Ownership %:
Address:		Identification Number:
Name:	DOB:	Ownership %:
Address:		Identification Number:
Name:	DOB:	Ownership %:
Address:		Identification Number:

**Please provide the following information for one individual with significant responsibility for managing the organization. If appropriate, an individual listed in the section above may be identified below, in which case only their name is required.**

Name:		
Address:	DOB:	Identification Number:

**LIST OFFICERS:**

Chief Executive Officer:	Phone No.	Email
Chief Operating Officer:	Phone No.	Email
Chief Financial Officer:	Phone No.	Email
IT Contact Person:	Phone No.	Email
Compliance Officer:	Phone No.	Email
Legal Counsel / Legal Contact:	Phone No.	Email

**LIST THE RESPONSIBLE AGENT WHO WILL BE RESPONSIBLE FOR SUPERVISING ALL ACTIVITIES OF EMPLOYEES RELATING TO TRANSACTIONS EFFECTED ON PMUS OR SUBJECT TO THE RULES:**

Responsible Agent:	Phone No.	Email
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**LIST THE APPROPRIATE CONTACT FOR NOTIFICATION REGARDING EMERGENCIES:**

Name/Title: \_\_\_\_\_ Phone No. \_\_\_\_\_ Email \_\_\_\_\_

Authorized Users (non-trading users who may access portals or request information; attach list with name, role, and contact): \_\_\_\_\_

Authorized Users (attach list with full legal name, title, and contact email; certify ongoing updates):  
\_\_\_\_\_

Identify your Designated Self-Regulatory Organization (if applicable):

List any Branch Office locations:

Identify any Introducing Brokers used to access Trading Privileges (if applicable):

IB Name / LEI / Contact Tel / NFA ID:

Identify any FCMs used for clearing on Polymarket Clearing (if applicable):

FCM Name / LEI / Contact Tel / NFA ID:

Banking Information:

Bank Name:

Bank ABA Number:

Account Number:

**REQUIRED ATTACHMENTS (upload or attach)**

(1) Certificate of Incorporation / Formation; Articles of Incorporation; Certificate of Good Standing; or foreign equivalent

(2) Tax Forms

U.S. entities – IRS Form W-9 (TIN)

Non-U.S. entities – IRS Form W-8BEN-E (foreign TIN where available) or other appropriate form (e.g., IRS Form W-8IMY for non-U.S. partnerships, with IRS Form W-9 or the appropriate IRS Form W-8 attached for each partner)

(3) List of APs with trading authority and list of supervisory APs (if any)

(4) ECP Questionnaire (if applicable), attached hereto as Appendix B

**OTHER INFORMATION:**

PMUS may require you to provide additional information and you agree to provide such information promptly, including but not limited to, audited financial statements, AML policies, cybersecurity policies, business continuity policies and procedures, a list of affiliates, and corporate information.

**APPLICANT ACKNOWLEDGMENT:**

The undersigned certifies that the information provided herein is true, complete, and accurate, and that Participant will promptly notify PMUS of any material changes, including changes to the Responsible Agent or Authorized Users; any merger, consolidation or reorganization; any change in legal name; any material adverse change in financial condition; or any event that does, or could reasonably be expected to, affect Participant's ability to continue meeting eligibility criteria for Trading Privileges and Clearing Privileges.

The undersigned certifies that it shall at all times designate at least one Responsible Agent with full control over access to the System by Participant and its Authorized Users.

**Appendix B**

**ELIGIBLE CONTRACT PARTICIPANT QUESTIONNAIRE**

**Completion of this Appendix B is optional. Please complete this form only if you anticipate executing block trades, in accordance with the Polymarket US Rulebook.**

**Please check all that apply:**

		<b>ECP Category</b>
1.	<input type="checkbox"/>	I am a “swap dealer,” as defined in Section 1a(49) of the Commodity Exchange Act and CFTC Regulation 1.3.
2.	<input type="checkbox"/>	I am a “security-based swap dealer,” as defined in Section 3(a)(71) of the Securities Exchange Act and Rule 3a71-1 thereunder.
3.	<input type="checkbox"/>	I am a “major swap Participant,” as defined in Section 1a(33) of the Commodity Exchange Act and CFTC Regulation 1.3.
4.	<input type="checkbox"/>	I am a “major security-based swap Participant,” as defined in Section 3(a)(67) of the Securities Exchange Act and Rule 3a67-1 thereunder.
5.	<input type="checkbox"/>	I am a “financial institution” as defined in Section 1a(21) of the Commodity Exchange Act (a “Financial Institution”).
6.	<input type="checkbox"/>	I am an insurance company that is regulated by a state, or that is regulated by a foreign government and is subject to comparable regulation as determined by the CFTC, including a regulated subsidiary or affiliate of such an insurance company (an “Eligible Insurance Company”).
7.	<input type="checkbox"/>	I am an investment company subject to regulation under the Investment Company Act of 1940, as amended, or a foreign person performing a similar role or function subject as such to foreign regulation (regardless of whether each investor in the investment company or the foreign person is itself an Eligible Contract Participant) (an “Eligible Investment Company”).
8.	<input type="checkbox"/>	I am a Commodity Pool that (1) has total assets exceeding \$5,000,000 and (2) was formed and is operated by a person subject to regulation under the Commodity Exchange Act or a foreign person performing a similar role or function subject as such to foreign regulation (an “Eligible Commodity Pool”).
9.	<input type="checkbox"/>	I am a corporation, partnership, proprietorship, organization, trust, or other entity (1) that has total assets exceeding \$10,000,000 or (2) the obligations of which under each Protocol Covered Agreement to which it is a Party are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by a corporation, partnership, proprietorship, organization, trust, or other entity that has total assets exceeding \$10,000,000, a Financial Institution, an Eligible Insurance Company, an Eligible Investment Company, an Eligible Commodity Pool, an Eligible Government Entity (as defined in paragraph 12 below), or an Other Eligible Person (as defined in paragraph 22 below) (a “Large Entity”).
10.	<input type="checkbox"/>	I am a corporation, partnership, proprietorship, organization, trust, or other entity that has a net worth exceeding \$1,000,000 and enters into Swaps in connection with the conduct of the entity’s business or to manage the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by the entity in the conduct of the entity’s business (a “Hedging Entity ECP”).
11.	<input type="checkbox"/>	I am an employee benefit plan subject to ERISA, a governmental employee benefit plan, or a foreign person performing a similar role or function subject as such to foreign regulation (1) that has total assets exceeding \$5,000,000; or (2) the investment decisions of which are made by (A) an investment adviser or commodity trading advisor subject to regulation under the Investment Advisers Act of 1940, as amended, or the Commodity Exchange Act; (B) a foreign person performing a similar role or function subject as such to foreign regulation;

		(C) a Financial Institution; or (D) an Eligible Insurance Company or a regulated subsidiary or affiliate of such Eligible Insurance Company.
12.	<input type="checkbox"/>	I am (1) a governmental entity (including the United States, a state, or a foreign government) or political subdivision of a governmental entity, (2) a multinational or supranational government entity, or (3) an instrumentality, agency, or department of an entity described in clause (1) or (2), <u>and</u> if I am an entity described in clause (1) or (3), I own and invest on a discretionary basis \$50,000,000 or more in investments, or otherwise satisfy the requirements of Section 1a(18)(A)(vii)(III)(aa) or (cc) of the Commodity Exchange Act (an “Eligible Government Entity”).
13.	<input type="checkbox"/>	I am a broker or dealer (other than a natural person or proprietorship) subject to regulation under the Securities Exchange Act or a foreign person (other than a natural person or proprietorship) performing a similar role or function subject as such to foreign regulation.
14.	<input type="checkbox"/>	I (1) am a broker or dealer (and a natural person or proprietorship) subject to regulation under the Securities Exchange Act or a foreign person (that is a natural person or proprietorship) performing a similar role or function subject as such to foreign regulation and (2) qualify as a Large Entity or Eligible Individual (as defined in paragraph 20 below).
15.	<input type="checkbox"/>	I am an associated person of a registered broker or dealer concerning the financial or securities activities of which the registered broker or dealer makes and keeps records under Section 15C(b) or 17(h) of the Securities Exchange Act.
16.	<input type="checkbox"/>	I am an investment bank holding company (as defined in Section 17(i) of the Securities Exchange Act).
17.	<input type="checkbox"/>	I am a futures commission merchant subject to regulation under the Commodity Exchange Act (other than a natural person or proprietorship) or a foreign person (other than a natural person or proprietorship) performing a similar role or function subject as such to foreign regulation.
18.	<input type="checkbox"/>	I (1) am a futures commission merchant (and a natural person or proprietorship) subject to regulation under the Commodity Exchange Act or a foreign person (that is a natural person or proprietorship) performing a similar role or function subject as such to foreign regulation and (2) qualify as a Large Entity or Eligible Individual.
19.	<input type="checkbox"/>	I am a floor broker or floor trader subject to regulation under the Commodity Exchange Act in connection with any transaction that takes place on or through the facilities of a registered entity (other than an electronic trading facility with respect to a significant price discovery contract) or an exempt board of trade, or any affiliate thereof, on which such person regularly trades.
20.	<input type="checkbox"/>	I am an individual who has amounts invested on a discretionary basis, the aggregate of which is in excess of \$10,000,000 (an “Eligible Individual”).
21.	<input type="checkbox"/>	I am an individual who has amounts invested on a discretionary basis, the aggregate of which is in excess of \$5,000,000, and who enters into Swaps in order to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual (a “Hedging Individual ECP”).
22.	<input type="checkbox"/>	I am a person that the CFTC has determined to be eligible in light of the financial or other qualifications of the person (an “Other Eligible Person”) because: _____.

**PARTICIPANT APPLICANT**

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By:

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*Print Name:*

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Date:

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**ACCEPTED AND APPROVED**

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*QCX LLC d/b/a Polymarket US*

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By:

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*Print Name:*

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Date:

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**ACCEPTED AND APPROVED**

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*QC CLEARING LLC d/b/a Polymarket Clearing*

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By:

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*Print Name:*

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Date:

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