

Futu Clearing Inc. Terms of Use

Last Updated: December 5, 2025

Please read this Terms of Use (the "Agreement") carefully. By accessing and using the website located at www.futuclearing.com and all associated sites linked to www.futuclearing.com by Futu Clearing Inc., its subsidiaries and affiliates, including Futu Clearing Inc. sites around the world (collectively, the "Site"), you are agreeing to this Agreement. Futu Clearing Inc. ("we", "us", "our", "Futu Clearing", "Futu") reserves the rights to modify or amend this Agreement from time to time without any prior notification. By continuing to use the Site following such modifications or amendments to this Agreement, you will be deemed to have accepted and agreed to be bound by such modifications or amendments.

This Agreement is in addition to any other agreements between you and Futu Clearing, including any customer or account agreements and any other agreements that govern your use of software, products, good, services, content, tools, and information provided by Futu Clearing, and hereby incorporates by this reference any additional terms posted by Futu Clearing through the Site, or otherwise made available by Futu Clearing.

YOU HEREBY AFFIRM THAT YOU ARE 18 OR OLDER TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 18 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

1. Changes to this Agreement

We may revise this Agreement from time to time by updating this document. The most updated version of this Agreement will be made available for your review by any reasonable means, including by posting a revised Agreement under a link on the Site or otherwise through the Site (but no changes will apply to any dispute that previously arose between you and us). You agree to review this Agreement periodically for changes. Your use of the Site after any changes to this Agreement will constitute your acceptance of the changes. We (and/or a third party, as applicable) may, at any time, modify or discontinue all or part of the Site (including any content provided by a third party); or charge, change or waive any fees required to use the Site.

2. Applicable Privacy Policy and other Policies

In addition to this Agreement, your access to and use of the Site (including without limitation your submission of information through the Site) is subject to Futu Clearing's then-current policies relating to the Site, including, without limitation, Futu Clearing's Privacy Policy, located at the "Privacy Policy".

By using the Site, you are consenting to have your personal data transferred to and processed by Futu Clearing and its affiliates. As part of providing you the Site, Futu Clearing may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Site, which you may not be able to opt-out from receiving.

3. Jurisdictional Issues

The Site is controlled or operated (or both) from the United States, and is not intended to subject Futu Clearing to any non-U.S. jurisdiction or law by way of the operation or making available of the Site. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. The Site is not intended for distribution to, or use by, any person in any jurisdiction where such distribution or use would be contrary to law or regulation or for illegal purpose. You agree to be bound by any law or regulations which you are located or situated. The services and products offered on the Site are not available in any jurisdiction where it would be unlawful to do so. We may limit the Site's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

4. Financial Services

The Site may include functionality that makes available certain financial services and other offerings by Futu Clearing, which may require payment of applicable fees and may be subject to additional terms. For example, if you become a brokerage customer of Futu Clearing Inc., your customer relationship, including use of the Site in relation to your brokerage account, will be subject to a Customer Agreement between you and Futu Clearing Inc., in addition to this Agreement. If any such additional terms conflict with the terms of this Agreement, then such additional terms will govern with respect to the applicable service or other offering.

5. No Recommendations or Investment Advice

Futu Clearing provides self-directed investors with brokerage services, but Futu Clearing does not make investment recommendations or offer investment advice of any kind. Moreover, Futu Clearing does not evaluate whether any specific investment or investment strategy is suitable for you or in your best interest. You are responsible for any investment decisions that you may make. Please note that any content provided through the Site (including any market data or other financial information available through the Site) is made available for informational and educational purposes only, and is not intended to be a recommendation of any specific investment or investment strategy. No content and information about products or services on this Site shall constitute an offer or solicitation to sell, to subscribe to, or provide any recommendation of any securities or any products or services provided by Futu Clearing Inc. or any member of our company.

Neither we nor any other member of our company have solicited your use of this Site, or any request for information you have made as a result of using this Site; and any content available through this Site shall not be regarded as investment, financial, tax or professional advice. You should consult your own professional adviser before making any investment or financial decision, or purchasing any investment product or subscribing to any service.

In addition, please note that certain content available through the Site may be Third Party Materials subject to the provisions of Section 13 of this Agreement. We may work with different companies at any time and provide different content such as news, e-news, journals and articles on this Site. The content provider will be shown at the time of the publication on this Site. You should determine the accuracy of such content.

You are solely responsible for evaluating the merits and risks associated with the use of any content available through the Site before making any decisions based on such content. Whilst we have taken care in preparing the content available through the Site, such content is provided to you on an AS IS basis without warranty of any kind, whether express or implied. In particular, no warranty regarding non-infringement, security, accuracy, fitness for a particular purpose or absence of computer viruses is given in connection with such content. You agree not to hold Futu Clearing liable for any possible claim for damages arising from any decision you make based on the content available through the Site or any third-party websites. Past performance data should not be construed as indicative of future results.

6. Rules of Conduct

In connection with the Site, you must not:

- Post, transmit or otherwise make available in connection with the Site any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise failing to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner; or (e) a virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code that is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").
- Infringe others' rights or violate any law or regulation.
- Use the Site for any purpose that is commercial, or fraudulent or otherwise unlawful.
- Harvest or collect information about users of the Site; restrict or inhibit any other person from using the Site; disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of any such server or network.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the App, except as expressly authorized herein.
- Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law; remove any copyright, trademark or other proprietary rights notice; or frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service.
- Systematically download and store Site content, or use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape", "data mine" or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site.
- You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Site.

7. Registration; User Names and Passwords

You may need to register to use all or part of the Site. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. You represent and warrant that any information you provide in connection with any such

registration is and will remain accurate and complete, and that you will maintain and update such information as needed.

Your user name and password are for your personal use only and should be kept confidential; you, and not Futu Clearing, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your Site account. In addition to (or in place of) a user name and/or password, the Site may enable you to use facial recognition, unique gestures or other security measures. YOU ACKNOWLEDGE AND AGREE THAT SUCH SECURITY MEASURES ARE MADE AVAILABLE BY A THIRD PARTY (WHICH MAY INCLUDE A MOBILE DEVICE MANUFACTURER OR OPERATING SYSTEM PROVIDER) AND NOT BY US. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY FAILURE OF SUCH SECURITY MEASURES, OR ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT THAT RESULTS FROM ANY SUCH FAILURE. SUCH SECURITY MEASURES CONSTITUTE THIRD PARTY MATERIALS (AS DEFINED BELOW). YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY OF YOUR SITE ACCOUNT.

8. Profiles and Forums

Site users may make available certain materials (each, a "User Submission") through or in connection with the Site, including on blogs or profile pages or on the Site's interactive services, such as podcasts, message boards and other forums, and chatting, commenting and other messaging functionality (each, a "Forum"). All communications or other User Submissions made on or through the Forums are public. Futu Clearing has no control over and is not responsible for any use or misuse (including any distribution) by any third party of User Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK.

9. License to User Submissions

For purposes of clarity, you retain ownership of your User Submissions. For each User Submission that you make available, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such User Submission, in

any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other materials ("Feedback"), whether related to the Site or otherwise, such Feedback will be considered a User Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Futu Clearing under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your User Submissions, and your provision thereof, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each User Submission that you may have under any applicable law.

10. Monitoring

We may (but have no obligation to) monitor, evaluate, alter or remove any User Submission before or after it appears on the Site, or analyze your use of the Site. Subject to our Privacy Policy, we may disclose information regarding your use of the Site, and the circumstances surrounding such use, to anyone for any reason or purpose.

11. Your Limited Rights

The Site is licensed (not sold) to end users. Subject to your compliance with this Agreement, and only for as long as you are permitted by Futu Clearing to use the Site, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to access and use the Site, only for your personal, non-commercial use.

The Site is provided exclusively for personal and noncommercial access and use. No part of the Site may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including by "mirroring") to any other computer, server, web site or other medium for publication, distribution or making available, or for any commercial enterprise, without Futu Clearing's express prior written consent.

12. Futu Clearing's Proprietary Rights

We and our suppliers own the Site, which is protected by proprietary rights and laws. All trade names, logos, product and service names, company names, trademarks and service marks owned by Futu Clearing on the Site (the "Futu Clearing Marks") are the property of Futu Clearing. All trade names, trademarks, service marks and logos on the Site not owned by us are the property of their respective owners. You may not use any Futu Clearing Marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

All materials displayed on the Site, including software, procedures, works, pictures, files, designs, trademarks, logos and service marks, are protected by copyright owned by Futu Clearing and other relevant parties. No part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, used for creating derivative works or used in any other way for commercial or public purposes, without the prior written permission of Futu Clearing or such other parties. We retain all proprietary rights in and to this Site. You are not allowed to use, quote or reprint any such materials without our or such other parties' written permission. You shall be liable for any loss or damages suffered as a result of any violation of the foregoing (including but not limited to litigation costs and attorney fees).

13. Third Party Materials

The Site may make available access to information, products, services and other materials made available by third parties ("Third Party Materials"), including, without limitation, User Submissions and any information, content, service or software made available via links and/or third-party sites. By accessing any Third Party Materials, you are directing us to access, route and transmit the Third Party Materials to you. We do not prepare, edit, or endorse Third Party Materials. Any hyperlinks to Third Party Materials are provided for your convenience only. By providing hyperlinks to Third Party Materials, we shall not be deemed to endorse, recommend, approve, guarantee or introduce any third party or the services or products it provides on the external website, or have any form of cooperation with such third party and the external website. Neither we nor any other member of our company are responsible for the contents available on or the set-up of any other websites linked to or from this Site.

We do not control or guarantee, and are not responsible for any Third Party Materials, including the accuracy, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate or deceptive. The use of Third Party Materials is at your own risk. You shall, at your own discretion, determine the suitability, validity, accuracy, completeness and non-infringement before downloading any software or data from third-party websites. We are not liable for any loss or damage suffered as a result of any access to or interaction with any third-party website via this Site.

Nothing in this Agreement will be considered a representation or warranty by Futu Clearing with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials through the Site at any time. The availability of any Third Party Materials through the Site does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

Any price quotes may be delayed 20 minutes or longer, according to the rules and regulations applicable to exchanges and third-party providers. Neither Futu Clearing nor any third-party provider makes any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes. Neither Futu Clearing nor any third-party provider makes any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investment.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF ANY THIRD-PARTY PROVIDERS).

14. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SITE AND ANY THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN "AS IS", "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) MOOMOO FINANCIAL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE AND ANY THIRD PARTY MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. MOOMOO FINANCIAL DOES NOT GUARANTEE THE ACCURACY, TIMELINESS, COMPLETENESS OR USEFULNESS OF ANY CONTENT. ALL DISCLAIMERS OF ANY KIND

(INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH MOOMOO FINANCIAL AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity and security of the Site, we do not guarantee that the Site is or will remain updated, complete, correct or secure, or that access to the Site will be uninterrupted. Use of the Site may be limited or unavailable during periods of peak demand, [market volatility](#), system upgrades or for other reasons. The Site may include errors and materials that conflict with this Agreement. Third parties may also make unauthorized alterations to the Site. If you become aware of any such alteration, contact us at cs@us.moomoo.com with a description of the alteration and its location.

The services provided through this Site may from time to time be subject to interruptions, failures or malfunctions, which would cause you inconvenience, damage to your computer system, loss of data, errors, alteration or other financial losses. You should undertake appropriate precautions while using the services provided through this Site. You are responsible for sufficient protection and backup of data and equipment and keeping your personal information secured from unauthorized use. We are not liable for any damage caused to you by using (or not being able to use) the services provided through this Site. You will not hold Futu Clearing and/or any third-party provider liable in any way for (a) any inaccuracy of, error or delay in, or omission of any content available through the Site; or (b) any loss or damage arising from or occasioned by (i) any error or delay in the transmission of such content, (ii) interruption in any such content due either to any negligent act or omission by any party or due to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), (iii) any other cause beyond the reasonable control of Futu Clearing and/or any third-party provider, or (iv) non-performance.

15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) MOOMOO FINANCIAL WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING

DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY INFORMATION), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, MOOMOO FINANCIAL WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY PRODUCTS OR THIRD PARTY MATERIALS IS TO STOP USING THE SITE; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF MOOMOO FINANCIAL FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF (1) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO MOOMOO FINANCIAL TO USE THE SITE, AND (2) TEN U.S. DOLLARS (\$10). ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH MOOMOO FINANCIAL AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

16. Indemnity

To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Futu Clearing and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Site (including your User Submissions); and (b) any violation or alleged violation of this Agreement by you.

17. Termination

This Agreement will continue until terminated. Futu Clearing may terminate or suspend this Agreement and your use of the Site at any time and without prior notice, with or without cause and effectively immediately. Immediately upon any such termination or suspension, your right to use the Site will end, and Futu Clearing may deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide further access to those materials. This Agreement will terminate immediately without notice from Futu Clearing if you, in Futu Clearing's sole discretion, fail to comply with any provision of this Agreement. Futu Clearing shall not be liable to you or any third

party for the termination or suspension of this Agreement or your use of the Site, or any claims related to such termination or suspension.

18. GOVERNING LAW; ARBITRATION

Please read this section carefully. This provision is intended to be interpreted broadly. It affects your legal rights. It provides for resolution of most disputes through individual arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This section also contains a jury trial waiver and a waiver of any and all rights to proceed in a class, collective, consolidated, private attorney general or representative action in arbitration, or litigation to the fullest extent allowable by applicable law. This section also contains provisions governing multiple case filings including mass arbitrations.

You and we agree that the Agreement evidences a transaction in interstate commerce and that this arbitration agreement will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. The terms of this Agreement are governed by the laws of the United States (including the Federal Arbitration Act) and the State of New Jersey, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.

Before initiating legal action, you and Futu agree to attempt to resolve any dispute informally by direct contact through email (including through support@moomoo.com and your email address on file at Futu) and engaging in good-faith negotiations for at least 60 days. The party initiating the Dispute must send the other a written notice of the Dispute that includes all of this information: (a) information sufficient to identify any transaction and account at issue, including any dates relevant to the Dispute; (b) contact information (including name, address, telephone number, and email address); and, (c) a detailed description of the nature and basis of the Dispute and the relief sought, including a calculation for it. The notice must be personally signed by the party initiating the Dispute (and their counsel, if represented). Completion of this Mandatory Informal Dispute Resolution Process ("Process") is a condition precedent to initiating a claim in arbitration. If the sufficiency of a notice or compliance with this Process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and any arbitration shall be stayed. The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees. Nothing in this paragraph

limits the right of a party to seek damages for non-compliance with this Process in arbitration. All applicable limitations periods (including statutes of limitations) will be tolled from the date of receipt of a completed notice through the conclusion of this Process.

If the Dispute cannot be resolved through the Process, it will be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Rules, except that either of us may take a Dispute to small claims court so long as it isn't removed or appealed to a court of general jurisdiction. An arbitration demand must be accompanied by a certification of compliance with the Process and be personally signed by the party initiating arbitration (and counsel, if represented). By submitting an arbitration demand, the party and counsel represent that, as in court, that they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel.

All Disputes arising out of or related to this agreement or any aspect of the relationship between you and Futu, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, are subject to arbitration except as otherwise provided and will be resolved through AAA before a neutral arbitrator instead of in a court by a judge or jury and you agree that Futu and you are each waiving the right to trial by a jury. The Consumer Arbitration Rules are available online at:

<https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. For each matter, the arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Judgment on any arbitration award may be entered in any court of competent jurisdiction, except an award that has been satisfied may not be entered. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any

court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

ADDITIONAL PROCEDURES FOR MULTIPLE CASE FILINGS

You and we agree that these Additional Procedures for Multiple Case Filings (in addition to the other provisions of this arbitration agreement including compliance with the Process) shall apply if you choose to participate in a Multiple Case Filing. If 25 or more similar Disputes (including yours) are asserted against Futu by the same or coordinated counsel or are otherwise coordinated (“Multiple Case Filing”), the resolution of your Dispute might be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated, and conserve the parties’ and the AAA’s resources. AAA’s Mass Arbitration Supplementary Rules and AAA’s Mass Arbitration Administrative Fee Schedule shall apply to Multiple Case Filings.

<https://www.adr.org/media/ofkbtzy2/mass-arbitration-supplementary-rules.pdf>.

Pursuant to the Mass Arbitration Supplementary Rules, you and we agree to the following additional processes to make the resolution of Multiple Case Filings more efficient:

If your claim is part of a Multiple Case Filing, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that your Dispute is first submitted to the AAA until your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.

STAGE ONE: If at least 30 Disputes are submitted as part of the Multiple Case Filing, counsel for the claimants and counsel for Futu shall each select 15 Disputes to be filed and to proceed as cases in individual arbitrations as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the parties (and if there are fewer than 30 Disputes, all shall proceed individually in Stage One). Each of the 30 (or fewer) cases shall be assigned to a different arbitrator and proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration

fees be assessed or collected in connection with those claims. After this initial set of proceedings, counsel for the parties shall participate in a global mediation session with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stage One), and Futu shall pay the mediator's fee.

STAGE TWO: If the remaining Disputes have not been resolved at the conclusion of Stage One, counsel for the claimants and counsel for Futu shall each select an additional 15 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of a second staged process. The number of Disputes to be selected to proceed as part of this second staged process can be increased by agreement of counsel for the parties (and if there are fewer than 30 Disputes, all shall proceed individually in Stage Two). No more than three cases may be assigned to a single arbitrator to proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage Two. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this second set of staged proceedings, the parties shall engage in a global mediation session of all remaining Disputes with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stages One and Two), and Futu shall pay the mediator's fee.

Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

Notwithstanding the foregoing, if the Multiple Case Filings total fewer than 100 Disputes, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually-agreeable process.

NOTWITHSTANDING THE PROVISIONS HEREIN, IN MULTIPLE CASE FILINGS CONSISTING OF MORE THAN 100 DISPUTES TOTAL, EITHER PARTY MAY OPT OUT OF ARBITRATION AND ELECT TO HAVE THE DISPUTES HEARD IN COURT.

A court of competent jurisdiction shall have the authority to enforce this entire Governing Law; Arbitration section and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the allocation of arbitration fees. If these additional procedures apply to your Dispute, and a court of competent jurisdiction determines that they are not enforceable as to your Dispute, then your Dispute shall proceed in a court of competent jurisdiction.

The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of New Jersey, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT MOOMOO FINANCIAL AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at [here](#). The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

Notwithstanding the foregoing, if you are or become a brokerage customer of Futu Clearing, any disputes between you and Futu Clearing relating to Futu Clearing's brokerage

services shall be governed by the terms of the Customer Agreement, which you have signed or will be required to sign in order to become a brokerage customer.

19. Information or Complaints

If you have a question or complaint regarding the Site, please contact us at:

ADDRESS: 12750 Merit Drive, Suite 475, Dallas, TX 75251

E-MAIL ADDRESS: customersvc@futuclearing.com

TELEPHONE NUMBER: 1-888-721-0610

Please note that e-mails may not be secure, so you should not include financial or other sensitive information in any e-mail.

20. Export Controls

You are responsible for complying with U.S. export controls and for any violation of those controls, including any U.S. embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any U.S. government list of restricted end users.

21. Miscellaneous

This Agreement does not create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Futu Clearing. If any term of this Agreement is found to be unenforceable for any reason, that term will be considered separable from this Agreement and will not affect the enforceability of any other term. You may not assign, transfer or sublicense any of your rights or obligations under this Agreement. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. Neither party's waiver of any breach under this Agreement will be considered a waiver of any earlier or later breach. Any headings in this Agreement are for convenience only. The term "including" and its variations will be interpreted as if followed by the phrase "without limitation". This Agreement, including any incorporated terms, is the entire agreement between you and Futu Clearing relating to its subject matter, and supersedes any earlier or contemporaneous agreements or

understandings between you and Futu Clearing relating to that subject matter. Notices to you may be made by posting to the Site or by e-mail, or by regular mail. Futu Clearing will not be responsible for any failure to fulfill any obligation due to any cause beyond its control. Please note that parental control protections are commercially available that may assist in limiting access to material that is harmful to minors. Current providers of these protections are listed here. Futu Clearing does not endorse any of the listed products or services.