PredictCraft Mkt Inc. MEMBER AGREEMENT

PLEASE CAREFULLY READ AND MAKE SURE YOU UNDERSTAND THIS ENTIRE MEMBER AGREEMENT ("AGREEMENT"), INCLUDING ALL DOCUMENTS INCORPORATED BY REFERENCE, BEFORE YOUR CREATION AND USE OF A PREDICTCRAFT MKT INC. ACCOUNT. CLICKING THE BUTTON TO CONTINUE PAST THIS AGREEMENT IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING AND AGREEING TO BE BOUND BY THIS AGREEMENT.

I. Introduction

Welcome to PredictCraft Mkt Inc. ("PredictCraft" or the "Exchange"), a U.S. Commodity Futures Trading Commission ("CFTC") designated contract market ("DCM"). This Agreement sets out the terms and conditions pursuant to which an individual or entity ("You," "Your" in the possessive form) may acquire trading privileges on the Exchange. You must read and accept this Agreement, including all documents incorporated by reference, to trade on the Exchange.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, You and PredictCraft agree as follows:

II. Services

PredictCraft will provide You with access to a platform for trade execution (the "Platform") as provided in the PredictCraft Rulebook and as required by the CFTC and applicable law, as well as related services ("the Services"). Your access to and use of the Services is subject to your acceptance of and compliance with this Agreement, the QC Clearing LLC Self-Clearing Member Agreement, the PredictCraft Rulebook, the QC Clearing LLC Rulebook, and any other terms and agreements duly posted by on dimetrades.com or otherwise (together the "Terms"). Services may include, but are not limited to: facilitating the funding of a trading account on the Platform; facilitating withdrawals from a trading account on the Platform; facilitating the purchase of assets on the Platform; and facilitating the sale of assets on the Platform. Each of the Services is distinct, fully rendered and delivered upon completion, and not subject to cancellation, refund, return, reimbursement, rollback, or any other form of reversal other than as explicitly specified in the PredictCraft rules, (as supplemented or amended from time to time, the "PredictCraft Rulebook").

III. Event Contracts Trading Risk Disclosure

There are numerous risks associated with trading on PredictCraft and you hereby acknowledge and assume those risks. The risk of loss in trading Event Contract on PredictCraft can be substantial and is a highly speculative activity involving volatile markets. Trading may also incur fees, which will add to losses and may significantly reduce earnings. Each Event Contract listed on the Exchange has specific rules that dictate, in addition to the PredictCraft Rulebook, terms including trading period, settlement, payout, outcome determination, among others. You are responsible for reading, understanding, and accepting the terms of an Event Contract prior to trading.

IV. Electronic Trading Risk Disclosure

Trading through the Internet or other dedicated lines of communication involves many interrelated systems, including hardware, software, telephonic, cable, and power generation, all of which are subject to failure or malfunction that may adversely affect the ability to trade, place or cancel orders, and see market data. In the event that the PredictCraft platform or other components necessary for electronic trading becomes unavailable, for a period of time, it may not be possible to enter new orders, execute existing orders, modify or cancel orders that were previously entered, or access market data. Although PredictCraft and its third-party provider(s) have taken precautions to prevent such an occurrence, if the PredictCraft platform or one of its components suffers a catastrophic failure, orders and their priority in the order queue may be lost. PredictCraft bears no responsibility or liability for any effect on the ability to trade caused by any of the foregoing. You understand that at various times trading of a particular Event Contract on PredictCraft may cease due to a lack of bids or offers and, on certain specific trading dates, an Event Contract will expire pursuant to its terms even if the PredictCraft platform is not accessible. You freely assume these risks and hold PredictCraft, TradeCraft Studios Inc., their affiliates and their respective directors, officers, employees, agents harmless against any such losses resulting from these risks.

V. Member Obligations and Consent to Jurisdiction of PredictCraft

A. You shall pay the fees and charges for the Services as specified from time to time on the PredictCraft's website ("Website"). PredictCraft will post written notice of any changes to fees on the Website prior to implementing the changes.

B. You will be bound by, and comply with, the rules and regulations established by PredictCraft applicable to the Services contained in the PredictCraft Rulebook. In the event of any conflict between this Agreement and the PredictCraft Rulebook, the PredictCraft Rulebook will govern.

C. You hereby consent and are subject to the jurisdiction of PredictCraft and its Terms. Upon the prior written request of PredictCraft, You will promptly (within the time period defined in the PredictCraft Rulebook) provide to PredictCraft any such information as may be deemed necessary for its fulfillment of these Services. You hereby acknowledge and agree that You have received and read the PredictCraft Rulebook.

D. You hereby agree and consent that PredictCraft may utilize a Derivatives Clearing Organization ("DCO") of its choosing for clearing services so long as that DCO is registered by and remains in good standing with the CFTC. In the event that PredictCraft determines to change from one DCO to another, You hereby agree, unless You provide affirmative notice to the Exchange otherwise and timely close your count, that You consent to the change, and You consent to the movement of Your positions and Your funds from one DCO to another.

E. You hereby agree that You will not allow any person not identified to PredictCraft to access or use these Services.

VI. Representations and Warranties

You hereby represent, warrant and covenant to PredictCraft, and each time You enter an order, effect a transaction or otherwise use the Services, You will be deemed by such act to represent, warrant and covenant to PredictCraft, that: if You are not a natural person, You are duly organized, validly existing and in good standing under the laws of Your jurisdiction of organization and each other jurisdiction in which the nature or conduct of Your business requires such qualification; if You are an individual, You are of the age of majority in Your state of residence; You have all requisite legal authority and capacity to enter into this Agreement and to use the Services on Your own behalf and to perform Your obligations as a Member; You are and will be in compliance with all material respects of the Commodity Exchange Act ("CEA"), CFTC regulations and all other applicable laws, rules, regulations, judgments, orders and rulings of any governmental authority or self-regulatory organization, authority, agency, court or body, including the laws of any jurisdiction applicable to an order or transaction (collectively, "Applicable Law") (including data protection and privacy laws and laws with respect to recording messages of Member employees, including providing and obtaining required notices or consents); and You are not statutorily disqualified from acting as a Member and there is no pending or, to the best of Your knowledge, threatened, action, suit or proceeding before or by any court or other governmental, regulatory or self-regulatory body to which You are a party that seeks to affect the enforceability of this Agreement or Your ability to act as a Member.

You hereby further represent, warrant, and covenant to PredictCraft that you are not domiciled in, organized in, or located in any jurisdiction in which access to, use of, or trading on the Platform is prohibited under Applicable Law or by PredictCraft policy.

VII. Member Acknowledgements

You further acknowledge and agree that:

A. You represent and warrant that you are not subject to statutory disqualification under CFTC rules respecting the trading of event contracts, and that you are not subject to any:

- Criminal Convictions: Any felony conviction in the last 10 years, or any misdemeanor conviction involving embezzlement, fraud, theft, or securities/commodities violations.
- Regulatory Suspensions/Bars: Having a registration denied, suspended, or revoked by the CFTC, the Securities and Exchange Commission (SEC), or any self-regulatory organization (like FINRA).Injunctions:
- Permanent or temporary injunctions by a court of competent jurisdiction regarding the violation of securities or commodities laws.

B. You will abide by and be subject to the PredictCraft Rulebook, as now existing and as hereafter duly amended from time to time, including the obligation to submit to arbitration; Your status as a Member may be limited, conditioned, restricted or terminated by PredictCraft in accordance with the PredictCraft Rulebook;

C. This Agreement binds You and is enforceable against You;

D. This Agreement may be amended unilaterally by PredictCraft upon notice to You. You will be deemed to agree to each such amendment if You do not terminate this Agreement prior to the effective date of the amendment;

E. You may fund your trading account in accordance with the terms of the PredictCraft Rulebook. You have no right to a refund, cancellation, or return of the funds used to fund your trading account other than in a manner as may be described in the PredictCraft Rulebook, including withdrawal of deposited or earned funds. The Service of account funding is complete, and the benefits are fully delivered and nonrefundable, upon the addition of funds to Your account on the Platform. Deposits are not subject to cancellation, refund, return, reimbursement, rollback, or any other form of reversal other than as explicitly specified in the PredictCraft Rulebook;

F. You may place a trade on the Platform and purchase assets using the funds in your trading account. The funds used for those trades will be removed from your trading account, and You will only receive further payment(s) related to those trades upon the sale of those assets on the Platform or upon a favorable final settlement of those assets;

G. You agree that you will fund Your account at QC Clearing LLC consistent with the terms of the QC Clearing LLC rules in an amount sufficient to fully collateralize all trades executed on PredictCraft Mkt Inc.;

   Event Contracts traded on the Platform are fully collateralized. Members may only enter positions for which sufficient funds are available in their account.

H. You will provide such other information as may be reasonably requested by PredictCraft from time to time as may be necessary or desirable to verify Your qualifications as a Member;

I. You authorize PredictCraft to verify, on an initial and a periodic basis, by investigation, the statements provided to PredictCraft, which may include a criminal background check, a review of Your credit report, and such other action reasonably deemed necessary by PredictCraft;

J. You authorize any governmental, regulatory or self-regulatory body, futures exchange, swap execution facility, securities exchange, national securities association, national futures association or other entity to furnish to PredictCraft, upon its request, any information such entity may have concerning You, and You hereby release such entity from any and all liability of whatsoever nature by reason of furnishing such information to PredictCraft;

K. You authorize PredictCraft to make available to any governmental, regulatory or self-regulatory body, futures exchange, swap execution facility, securities exchange, national securities association, national futures association, bank or other entity (upon such entity's showing of proper authority and need) any information PredictCraft may have concerning

You, and You hereby release PredictCraft from any and all liability of whatsoever nature by reason of furnishing any such information;

L. You hereby authorize PredictCraft to collect from Your account maintained on the books and records of QC Clearing LLC all fees or other charges accruing to You;

M. You hereby declare that the statements in this Agreement and in any application materials provided to PredictCraft are true, complete and accurate, and that You will promptly notify PredictCraft in writing if any representation, warranty or covenant made herein changes or ceases to be true;

N. You will be solely responsible, at Your own risk and expense, for acquiring, installing and maintaining all equipment, hardware and software (other than any applications, algorithms, software, interfaces or code that PredictCraft Mkt Inc. may provide to You pursuant to the terms of this Agreement for purposes of accessing and utilizing the Platform, and shall ensure that any systems, facilities, servers, routers, and other equipment and software used to access and transact on the Platform are at all times protected by, and at all times comply with, all applicable information security and firewall precautions, but at all times at a level of security not less than that prevailing in the industry;

O. You acknowledge that failure to comply with this Agreement may, in PredictCraft's sole discretion, lead to suspension of Services or termination of this Agreement;

P. You acknowledge that the PredictCraft Rulebook allows PredictCraft to implement market maker programs. PredictCraft believes that these programs will promote liquidity and orderliness on PredictCraft. Under the rules, market makers will make markets on PredictCraft in exchange for receiving benefits. The benefits can include monetary benefits, such as discounts on fees, rebates on fees, revenue share from fees, and other monetary benefits. Market makers who receive these benefits may be able to price their quotes in ways that are materially different from other PredictCraft members who are not eligible to receive these financial benefits. Market makers may also be eligible for sophisticated risk management tools, such as order protections whereby orders are canceled if the market maker's trading session disconnects from the Exchange, and may be eligible for greater throughput to the Exchange. These risk management tools enable market makers to effectively manage the risks of their market making activity, and may not be available to members who are not market makers. These tools may give market makers a trading advantage over members who are not market makers; and

Q. You further acknowledge that market makers may be required, during specific times, to maintain a maximum spread size and may be required to maintain a minimum depth within the spread. Outside of the required times, market makers are not required to, and potentially will not, maintain the maximum spread size and minimum depth. Therefore, pricing and liquidity outside of the required times may be worse than during the required times.

R. You agree that you will not engage in any trading practices that are manipulative, deceptive, disruptive, or otherwise prohibited under the Commodity Exchange Act, CFTC

regulations, or the PredictCraft Mkt Inc. Rulebook.

Prohibited conduct includes, without limitation:

- spoofing or layering,
- wash trading,
- dissemination of false or misleading information,
- misuse of information (irrespective of whether such information is deemed material non-public information; which may include trading in event contracts pertaining to or the subject of your primary occupation where you possess material non-public information),
- entering orders with the intent to cancel prior to execution, and
- attempts to manipulate or improperly influence the settlement of any Event Contract.

PredictCraft Mkt Inc. may suspend or terminate a Member's trading privileges for violations of the PredictCraft Mkt Inc. Rulebook or Applicable Law;

S. If a Member accesses the Platform using automated trading systems, algorithmic trading strategies, or application programming interfaces (APIs), the Member remains fully responsible for all orders submitted through such systems. Members must implement appropriate monitoring and risk controls to prevent the submission of erroneous or disruptive orders and must promptly disable automated systems if they malfunction;

T. PredictCraft Mkt Inc. reserves the right to impose limits on order entry rates, message traffic, or other system usage in order to maintain the integrity and stability of the Platform. PredictCraft Mkt Inc. may throttle, reject, cancel, or otherwise restrict orders if a Member's activity exceeds system limits or threatens the orderly operation of the market;

U. Members agree to comply with any position limits, position accountability levels, or other risk controls established by PredictCraft Mkt Inc. or required under Applicable Law. PredictCraft Mkt Inc. may require Members to reduce positions or may liquidate positions in order to maintain orderly markets or comply with regulatory obligations;

V. Members agree to cooperate with PredictCraft Mkt Inc. in connection with market surveillance, investigations, or regulatory requests. Such cooperation may include providing trading records, communications, or other information relating to activity conducted on the Platform, consistent with the PredictCraft Mkt Inc. Rulebook and Applicable Law.

W. Participants and/or Authorized Users shall maintain complete and accurate records of all Orders, trades, and related communications associated with activity on the Exchange. Such records must be retained in accordance with applicable Commodity Exchange Act and CFTC recordkeeping requirements.

VIII. Submitting Suggestions

PredictCraft allows Members to submit ideas, concepts, designs or inventions for contracts or any

other relevant topic (collectively "Suggestions"). However, Members should not reveal to PredictCraft any Suggestions for which a Member wants to receive any compensation or credit, and/or which is confidential or otherwise proprietary to any third party. By submitting Suggestions to PredictCraft, You expressly agree to give up any and all rights You may have to such Suggestions and You agree to transfer to PredictCraft all of Your rights pertaining to such Suggestions. By submitting any Suggestions to PredictCraft, You expressly authorize PredictCraft to use and benefit from the Suggestions as PredictCraft may decide. PredictCraft will not provide You with any compensation or credit for any Suggestions You submit, unless otherwise announced by PredictCraft. By submitting Suggestions to PredictCraft, You give up all control You might otherwise have concerning such Suggestions.

IX. Indemnity

You hereby agree to indemnify and hold harmless PredictCraft and its directors, officers, employees, members, affiliates and agents (each, a "Related Party") from and against all expenses and costs and damages (including any legal fees and customary expenses), directly and actually incurred by PredictCraft (including consequential damages awarded to the third party) as a result of third-party claims resulting from, in connection with, or arising out of Your use (or misuse) of the Services or Your activities or arising out of or relating to this Agreement, including any failure by You, for any reason, fraudulent, negligent, or otherwise, to comply with Your obligations and requirements set forth in this Agreement, or any failure to comply with the agreements, representations or covenants contained in this Agreement. Within 15 Business Days after PredictCraft receives written notice of a claim that PredictCraft reasonably believes falls within the scope of this paragraph, PredictCraft will provide You with written notice of such claim; provided, however, that failure to provide such notice will not relieve You of its indemnity obligations hereunder except to the extent You are materially prejudiced thereby and will not be responsible for those expenses, costs and damages that PredictCraft incurs solely as a result of any such delay. 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 from PredictCraft's gross negligence, fraud or willful misconduct.

X. Limitations on Liability

YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL PREDICTCRAFT, ITS AFFILIATES, SUBSIDIARIES, SUPPLIERS, AND LICENSORS OR 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 PLATFORM, EVEN IN THE EVENT PREDICTCRAFT 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, PREDICTCRAFT'S AGGREGATE MAXIMUM LIABILITY RELATED TO OR ASSOCIATED WITH YOUR USE OF THE PLATFORM SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF ANY OF YOUR ASSETS PURCHASED VIA THE PLATFORM ASSOCIATED WITH THE CLAIM.

XI. Data Use Consent

You hereby grant PredictCraft 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 Services and (ii) each bid, offer and/or order provided via the Services by You. You acknowledge and agree that PredictCraft may use such information for business, marketing and other purposes.

XII. Termination

Subject to Applicable Law and the PredictCraft Rulebook, PredictCraft or You may terminate this Agreement by giving the other prior written notice. Termination of this Agreement will not affect liability accrued as of termination. Paragraph IX will survive termination of this Agreement and continue in full force and effect.

XIII. No Warranty

YOU UNDERSTAND THAT PREDICTCRAFT., ITS AFFILIATES, AND ITS SOFTWARE, HARDWARE, AND SERVICE PROVIDERS PROVIDE THE PREDICTCRAFT PLATFORM "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. PREDICTCRAFT, ITS AFFILIATES AND ITS SOFTWARE, HARDWARE AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

XIV. Complete Agreement

This Agreement 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, their respective successors and assigns permitted hereunder) any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XV. Severability

In the event 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.

XVI. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other customary means of electronic transmission, including by PDF file, shall be as effective as delivery of an original signed counterpart of this Agreement.

XVII. Assignment

You may not assign this Agreement, in whole or in part, without the prior written consent of PredictCraft.

XVIII. USA PATRIOT Act Notice

PredictCraft hereby notifies You that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies You, which information includes Your name and address and other information that will allow PredictCraft to identify You in accordance with the USA PATRIOT Act.

XIX. Governing Law

This Agreement will be governed by the laws of the State of New York. Any dispute between PredictCraft and You arising from or in connection with this Agreement will be settled in accordance with the procedures set forth in the PredictCraft Rulebook.

BY CLICKING THE BUTTON TO CONTINUE PAST THIS AGREEMENT YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT AND EXPRESSLY ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ AND UNDERSTOOD ALL DOCUMENTS INCORPORATED HEREIN BY REFERENCE.