

**Citadel Datathon and Terminals Programs  
Participant Certification (“Certification”)**

- I. As a condition of participation in a Datathon or Terminals Program offered by Citadel or Citadel Securities (collectively referred to as “Citadel” or “Sponsor”), you certify, affirm and agree that the following statements are true:
- a. If selected to participate, you will utilize only publicly-available data sources and, if applicable, information provided by Citadel or Citadel Securities, in participating in the Program.
  - b. If selected to participate, you will not use material, non-public information or confidential or proprietary information (including, to the extent applicable, any non-public academic or other non-published or proprietary materials), belonging to any third party, including any current or prior employers in connection with your Program participation. Information is "material" if it would be important to a reasonable investor in making an investment decision. "Nonpublic" information is information that: (a) has not previously been broadly disseminated to the general public; and (b) is not otherwise available to the general public.
  - c. If selected to participate, your participation and use of information will not violate any applicable securities laws or regulations, nor will it violate any agreement, contract or duty to which you are subject.
  - d. You are currently 13 years of age or older.
  - e. You are not subject to any agreement or obligation that might limit or prohibit your ability to participate in the Program. This could include, for example, any employment contract, non-compete, intellectual property agreement or confidentiality or non-disclosure agreement.

**If selected to participate, you agree to notify Citadel immediately if the any of foregoing statements are no longer true at any time during your participation in the Program.**

- II. You have read and agreed to the **Program Terms and Conditions** attached to this Certification which include indemnities to the Program Entities (defined in the Terms) from you, a limitation of your rights and remedies, binding arbitration for any disputes, a grant of rights to the Program Entities for use of your name, likeness, and materials you provide in connection with Program participation. You may receive taxable benefits in connection with Program participation.

## CITADEL DATATHON AND TERMINALS PROGRAMS TERMS (“Terms”)

The Datathon and Terminals programs are offered by either Citadel Securities Americas Services LLC (“Citadel Securities”) or Citadel Enterprise Americas, LLC (“Citadel”) and may be administered by a Program administrator. Where distinction is not necessary, Citadel Securities and Citadel are referred to collectively as the “Sponsor” and the Datathon and Terminals programs may each be referred to as “Programs.”

**Prospective participants must apply to and be selected for the Program. Program participation is void where prohibited by law. By applying to the Program, you agree to these Terms, which are a contract, so read them carefully. Without limitation, this contract includes indemnities to the Program Entities (defined below) from you, a limitation of your rights and remedies, and binding arbitration for any disputes.**

**By participating in the Program, you agree to the decisions of Sponsor, which will be made in Sponsor’s sole and absolute discretion and are final in all matters relating to this Program. Sponsor reserves the right to modify or cancel this Program or these Terms for any reason or no reason. Do not submit anything in this Program that you want to keep confidential.**

### **Program Overview and Eligibility**

Sponsor offers team-based challenges from time to time consisting of datathons where teams analyze Sponsor-provided data sets related to a specific topic to develop a unique analysis that is scored by a panel of Sponsor-selected judges (“Datathons”) and artificial intelligence (AI) coding challenges where teams code AI strategies and automate decision logic for bots in an online video game that compete against each other (“Terminals”). Each Program has a Program website (“Program Website”) that sets for the specific Program eligibility, Program application start and end dates and times, Program periods and additional Program details, including whether the Program is virtual or in-person. Potential Program participants must comply with these Terms and the requirements set forth on the Program Website and communicated by Sponsor to be eligible. In the event of a discrepancy between these Terms and the Program Website, the Program Website will govern.

All applicants must be at least eighteen years of age at the time of application. Employees, officers, directors, members, managers, agents, consultants and representatives of Sponsor or its affiliates are not eligible. No aspect of this Program may be used for commercial purposes. Applicants may apply to more than one (1) Program but may only participate in one (1) Program, if selected, and must meet the individual eligibility requirements for the Program. **Participants must be available to participate (and travel, if applicable) on the dates set forth on the Program Website for the Program to which they are applying.**

As a condition of participation, each participant agrees to provide Sponsor with all requested documentation or other proof of eligibility within the specified timeframe. Sponsor reserves the right to disqualify at any time any participant who does not meet the eligibility criteria described in these Terms or the Program Website or who has otherwise violated these Terms, even if they have been approved for the Program.

As a condition of applying, you hereby agree to read, complete, agree to, and sign additional documentation that, among other things, provides information for tax and legal compliance purposes, grants Sponsor certain licenses, and confirms the requirements and conditions for Program participation, if selected as a Program participant. For any Programs that are not administered virtually, this may include additional releases and documentation to provide travel and accommodations for Program attendance.

### **Application and Selection Process**

**Applicants must submit their completed application to the applicable Program during the application window set forth on the Program Website.** Following submission of their application, each applicant will then be sent a link inviting them to complete a required online assessment before the stated deadline to be considered for the Program. Applications are not complete until the online assessment has been completed. To apply, an individual can access the application through the applicable Program Website and follow the on-screen links and instructions to complete and submit the Program application form and provide all required information before the application deadline, which may include information about you, a

resume, representative work experience, and personal information such as first and last name and email address (“**Applicant Content**”). Assessment responses are also considered “Applicant Content.” Your Applicant Content must be truthful and accurate and you must provide all required information or your application will not be considered.

You are solely responsible for complying with all applicable federal, national, state, and local laws, rules, and regulations in connection with your application for the Program. Proof of application (such as a screenshot of your application) does not constitute proof of actual receipt. Applications will not be returned. Keep a copy of each element of your application. Applications that are incomplete, illegible, corrupted, damaged, destroyed, altered, false, lost, late, misdirected, garbled or otherwise not in compliance with these Terms will not be accepted and will be void.

Following the application submission deadline, Sponsor’s hiring committee will select applicants to participate in the applicable Program based upon each applicant’s academic performance, online assessment performance, qualifications and demonstrated interest in the investment field.

Selected applicants will be notified on or around the notification date set forth on the Program Website. Potential participants will be required to respond to Sponsor’s notifications, provide required information and complete required paperwork in accordance with Sponsor’s instructions and stated deadlines to remain eligible for the Program. Potential participants may be required to complete and return tax forms to Sponsor in accordance with Sponsor’s timing and instructions or participation and/or any prizes won may be forfeited.

### **Travel Benefits**

If the Program will occur in-person, Program participants will each receive roundtrip economy-class airfare from an airport near participant’s home to the Program location, ground transportation to and from the arrival airport, single occupancy hotel accommodations and meals during the Program competition day(s). Full details of any travel benefits, including the value of such benefits (excluding any prizes won) will be set forth on the Program Website and will be confirmed by Sponsor during Program enrollment. Any taxes (federal, state and local) and other costs and expenses associated with Program participation will be the sole responsibility of the participant. Participants may be issued an IRS 1099, IRS W-8 BEN form, or other applicable foreign tax form from Sponsor or the Program administrator, in Sponsor’s sole discretion. All Program benefits are subject to these terms and any specifics not set forth in these terms will be determined in Sponsor’s sole discretion.

It is each participant’s sole responsibility to comply with all travel requirements, which may include, without limitation, presenting a valid passport, visa and/or other necessary identification (including photograph) at the time of travel. As a condition of Program participant, all participants agree to maintain their behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Program-related activity. Each participant understands and agrees that Sponsor has the right, in its sole discretion, to remove a participant at any time from a Program event or the Program entirely if the participant’s behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor and in such a case, the participant will still be solely responsible for all taxes and other expenses related to Program benefits.

### **Program Participation**

**Datathons:** Participants will be placed into teams of three or four individuals who will be tasked with analyzing data sets related to a specific topic to develop a unique analysis. At the end of the Program, teams will present their analyses to a panel of judges that will evaluate the analyses using stated criteria to determine winning teams. Sponsor will provide teams with substantive, technical, formatting and other requirements for their analyses and presentations, as well as the applicable judging criteria. Analysis and presentation must comply with Sponsor’s requirements and instructions or participation may be disqualified.

**Terminals:** Participants will be placed into teams of three or four individuals to develop AI strategies and automate decision logic for bots in an online video game. Teams’ bots will compete against each other in a multi-round tournament, with teams

winning cash prizes depending upon their bots' performance in the tournament. Sponsor will provide teams with substantive and technical requirements for their bot coding and tournament participation, as well as details of the tournament rules and structure, and prizes to be won. Program participation must comply with Sponsor's requirements and instructions or participation may be disqualified.

**Terminals Boss Drawing:** During the Program, teams can compete against four (4) Sponsor-provided "boss" algorithms in the game. For each boss algorithm that a team beats with a single algorithm during the Program, the team will earn one (1) entry into the Boss Drawing, up to four (4) total entries per team. For example, if a team beats all four bosses with a single algorithm, the team will earn four (4) entries. However, if a team beats all four bosses with four different algorithms, where each algorithm defeats only one boss, the team will earn one (1) entry because the most bosses the team defeated with any single algorithm is one. At the conclusion of the Program, one (1) winning team will be selected from among all entries received and will win the prize set forth in the Prizes Section below. Odds of winning depend upon the number of eligible entries received.

**All Programs:** The Sponsor's clock will be the official timekeeper for the Program. The Program Entities are not liable for any delay or failure of any Program platform or website to perform. Sponsor reserves the right to disqualify any participant that tampers with or attempts to tamper with any Program platform or the operation of the Program, violates the Terms, acts in an unsportsmanlike or disruptive manner, or acts with intent to annoy, abuse, threaten, or harass any other person, the Program or the Program Entities. The use of any fraudulent or improper means to participate in any way that conflicts with these Terms or instructions or restrictions set forth by Sponsor is strictly prohibited and may result in disqualification. Participants are expected to attend all scheduled Program activities. All participants are required to supply their own laptop and charger for Program participation.

**Prizes**

**Datathons (excluding PhD Datathon):** The Teams who receive the highest scores, subject to verification, will receive the following prizes:

- 1st Place - \$10,000 USD
- 2nd Place - \$2,500 USD
- 3rd Place - \$2,500 USD

**PhD Datathon only:** The Teams who receive the highest scores, subject to verification, will receive the following prizes:

- 1st Place - \$20,000 USD
- 2nd Place - \$2,500 USD
- 3rd Place - \$2,500 USD

**Terminals:** Winning teams will win the following prizes, subject to verification:

Accomplishments	Amount	Number Awarded	Total
Reach top 4 teams	\$1,500 USD	4	\$6,000 USD
Each in final round-robin group	\$1,000 USD	6	\$6,000 USD
Boss Drawing	\$1,000 USD	1	\$1,000 USD
Champion	\$2,000 USD	1	\$2,000 USD

Prizes won are cumulative. Total prize available to be won by a single team: \$7,500 USD. Total overall prize pool: \$15,000 USD.

**All Prizes:** Prizes will be split evenly among all members of the winning team and will be awarded via will be awarded via Bank Transfer (Wire/ACH) or PayPal. Each team member will be responsible for any taxes (federal, state and local) payable for the

value of the prize. Sponsor is not responsible for any disputes among team members related to the allocation or distribution of any prizes won. All prize details not specified in these Terms will be determined in Sponsor's discretion.

### **Conditions**

- In the event that Sponsor believes that any portion of the Program contains, has contained, or may contain a defect, error, loophole, security breach, or any other issue that could affect the integrity or fairness of the Program, Sponsor may terminate the Program entirely and declare it null and void, or terminate only that portion of the Program, invalidate any or all of a team's participation, and base all Program results solely on the unaffected portion of the Program, if any. Such termination by Sponsor may be made prospectively or retroactively and be effective as of any date before, during, or after the Program.

- By participating in this Program (except where prohibited by law), you grant Citadel, Citadel Securities, their affiliates and anyone authorized by them, and any Program administrator (collectively, the "**Program Entities**") the irrevocable, perpetual, and sublicensable right and permission to use your name, display name, educational affiliation, and any other indicia of persona (regardless of whether modified or edited in the Program Entities' sole discretion) for advertising, trade, publicity, and promotional purposes without further obligation or compensation of any kind to you anywhere, in any medium, without notice, except where prohibited by law. The foregoing and Applicant Content may also be shared within Sponsor and its affiliates for recruiting purposes. **Nothing contained in these Terms obligates the Program Entities to make use of any of the rights granted in this section. You waive any right to approve any use of any of the rights granted in this section.**

- By participating, you acknowledge and agree that the relationship between you and Sponsor or its affiliates is not a confidential, fiduciary, or other special relationship, and that your decision to participate in the Program does not place Sponsor or its affiliates in a position that is any different from the position held by members of the general public with regard to your participation, other than as set forth explicitly in these Terms.

- By participating, you understand and agree that the Program Entities and the Program itself do not recommend any security, financial product or instrument, nor does any mention of a particular security in connection with the Program constitute a recommendation to buy, sell, or hold that or any other security, financial product or investment. You understand and agree that neither the Program nor the Program Entities offer or provide any tax or legal advice, or investment advice or opinion regarding the nature, potential, value, suitability or profitability of any particular security, portfolio of securities, transaction, investment strategy or other matter. You understand and agree that any investment decisions you make are based solely on your evaluation of your financial circumstances, investment objectives, risk tolerance, financial condition, and liquidity needs.

### **Limitation of Liability, Release and Disclaimers**

Program Entities are not responsible and/or liable for any of the following, whether caused by a Program Entity, an applicant or participant, or by human error (except to the extent that any of the following occur for reasons within Sponsor's reasonable control, if applicable law in your jurisdiction of residence dictates that liability to the injured party in such a case cannot be excluded by law): any lost, late, incomplete, illegible, incomprehensible, mutilated, or misdirected email, mail, or Program-related correspondence or materials; any error, omission, interruption, defect, or delay in transmission or communication; viruses or technical or mechanical malfunctions; interrupted or unavailable telephonic, cellular, cable, or satellite systems; errors, typos or misprints in these terms, in any Program-related advertisements or other materials; failures of electronic equipment, computer hardware or software; lost or unavailable network connections or any failed, incomplete, inaccurate, garbled or delayed electronic communications; technical or human error which may occur in the administration of the Program or the processing of applications; or any injury or damage to persons or property which may be caused, directly or indirectly, from participation in the Program. Program Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or for insufficient space in a person's email account or voicemail inbox to receive email or voice messages. Program Entities are not responsible, and may disqualify an individual, if any contact information is inaccurate or outdated. Without limiting any other provision in these terms, the Program Entities are not responsible or liable to any individual for any inability to proceed with the Program at any stage or failure to provide a program benefit, prize or any part thereof, in the event that any of the Program activities or Sponsor's operations or activities are affected, as determined by Sponsor, by any cause or event beyond the sole and reasonable control of Sponsor.

By participating in the Program, to the fullest extent permitted by applicable law, you agree to release, hold harmless and indemnify the Program Entities from any claims or liability whatsoever for injuries or damages of any kind sustained in connection with the Program or the acceptance, possession, use, misuse, delivery, or receipt of any Program benefits or prizes, or while preparing for, participating in, or traveling to or from any Program-related activity including, without limitation, any injury, damage, death, loss, or accident to or of person or property, for loss of profits, business interruption, loss of business information or data, loss of privacy, failure to meet any duty or negligence.

**Disputes/Governing Law**

These Terms, the Program application, selection and participation processes, and any disputes related thereto, will be subject to confidential mandatory mediation and, if unsuccessful, confidential binding arbitration in Miami, Florida, both under the AAA rules. These Terms will be governed by and interpreted in accordance with the Federal Arbitration Act. To the extent that state law is applicable, the parties agree that they will be interpreted, enforced and/or governed according to the laws of the State of Florida (without regard to conflict of law principles).

**Privacy**

The sharing and use of your data will be governed by Citadel's Privacy Policy at <https://www.citadel.com/privacy/>.