

Robinhood Derivatives Arbitration Agreement



Any controversy or claim arising out of or relating to my Robinhood Derivatives account, or transactions with Robinhood Derivatives, LLC pursuant to the Futures Client Agreement between us or the breach thereof, shall be settled by arbitration in accordance with the rules, then in effect, of the National Futures Association, or the contract market upon which the transaction giving rise to the claim was executed (such contract market, along with any clearing organization related thereto, an “Exchange”). After receipt of notice from Client that Client intends to submit a controversy to arbitration, or at the time Robinhood Derivatives, LLC notifies Client that it intends to submit a controversy to arbitration, Robinhood Derivatives, LLC will provide Client with a list of qualified forums.

A “qualified forum” is an organization whose procedures for conducting arbitrations meet Acceptable Practices established by the Commodity Futures Trading Commission (“CFTC”). Client must provide notice of Client’s intention to submit a claim to arbitration in writing.

As required by CFTC Rule 166.5, Robinhood Derivatives, LLC will pay any incremental fees which may be assessed by the arbitration forum for provision of a mixed panel, unless the arbitrators determine that the undersigned has acted in bad faith in initiating or conducting the arbitration proceeding. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

CFTC rules require the inclusion of the following notice in this agreement:

THREE FORUMS EXIST FOR THE RESOLUTION OF COMMODITY DISPUTES: CIVIL COURT LITIGATION, REPARATIONS AT THE COMMODITY FUTURES TRADING COMMISSION (CFTC), AND ARBITRATION CONDUCTED BY A SELF-REGULATORY OR OTHER PRIVATE ORGANIZATION.

THE CFTC RECOGNIZES THAT THE OPPORTUNITY TO SETTLE DISPUTES BY ARBITRATION MAY IN SOME CASES PROVIDE MANY BENEFITS TO CUSTOMERS, INCLUDING THE ABILITY TO OBTAIN AN EXPEDITIOUS AND FINAL RESOLUTION OF DISPUTES WITHOUT INCURRING SUBSTANTIAL COSTS. THE CFTC REQUIRES, HOWEVER, THAT EACH CUSTOMER INDIVIDUALLY EXAMINE THE RELATIVE MERITS OF ARBITRATION AND THAT YOUR CONSENT TO THIS ARBITRATION AGREEMENT BE VOLUNTARY.

BY SIGNING THIS AGREEMENT, YOU: (1) MAY BE WAIVING YOUR RIGHT TO SUE IN A COURT OF LAW; AND (2) ARE AGREEING TO BE BOUND BY ARBITRATION OF ANY CLAIMS OR COUNTERCLAIMS WHICH YOU OR ROBINHOOD DERIVATIVES, LLC MAY SUBMIT TO ARBITRATION UNDER THIS AGREEMENT. YOU ARE NOT, HOWEVER, WAIVING YOUR RIGHT TO ELECT INSTEAD TO PETITION THE CFTC TO INSTITUTE REPARATIONS PROCEEDINGS UNDER SECTION 14 OF THE COMMODITY EXCHANGE ACT WITH RESPECT TO ANY DISPUTE THAT MAY BE ARBITRATED PURSUANT TO THIS AGREEMENT. IN THE EVENT A DISPUTE ARISES, YOU WILL BE NOTIFIED IF ROBINHOOD DERIVATIVES, LLC INTENDS TO SUBMIT THE DISPUTE TO ARBITRATION. IF YOU BELIEVE A VIOLATION OF THE COMMODITY EXCHANGE ACT IS INVOLVED AND YOU PREFER TO REQUEST A SECTION 14 “REPARATIONS” PROCEEDING BEFORE THE CFTC, YOU WILL HAVE 45 DAYS FROM THE DATE OF SUCH NOTICE IN WHICH TO MAKE THAT ELECTION.

YOU NEED NOT SIGN THIS AGREEMENT TO OPEN OR MAINTAIN AN ACCOUNT WITH ROBINHOOD DERIVATIVES, LLC. SEE 17 CFR 166.5.



Waiver of Class Relief and Collective Action

1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CLIENT NOR COVERED PARTIES SHALL BE ENTITLED TO ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY. CLIENT MAY ONLY ARBITRATE OR LITIGATE ON AN INDIVIDUAL CLAIMS BASIS ONLY AND FOR YOUR OWN LOSSES ONLY. UNDER THIS AGREEMENT, CLIENT MAY NOT PROCEED IN ARBITRATION OR COURT AS A CLASS REPRESENTATIVE, MEMBER OR PART OF ANY PROPOSED CLASS, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL SUIT, QUI TAM ACTION OR ANY REPRESENTATIVE PROCEEDING, OR OTHERWISE SEEK TO RECOVER ON BEHALF OF OTHERS OR FOR THE BENEFIT OR USE OF OTHERS IN ANY TYPE OF CLAIM OR ACTION. CLIENT AND COVERED PARTIES ARE EACH WAIVING RESPECTIVE RIGHTS TO PARTICIPATE IN A CLASS ACTION. BY ACCEPTING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN ANY PAST, PENDING OR FUTURE CLASS ACTION OR ANY OTHER CONSOLIDATED OR REPRESENTATIVE PROCEEDING, INCLUDING ANY PROCEEDING EXISTING AS OF THE DATE CUSTOMERS AGREED TO THIS AGREEMENT.
2. Severability. This Agreement applies solely to the extent permitted by law. If for any reason any provision of this Agreement or portion thereof, is found to be unlawful, void, or unenforceable, that part of this Agreement will be deemed severable and shall not affect the validity and enforceability of the remainder of this Agreement which shall continue in full force and effect. To the fullest extent allowable by law and equity, the parties agree that any such provision may be blue-penciled or otherwise construed by the forum presiding over any dispute to give effect to the intent of the parties and consistent with the overall purpose and intent of the agreement, and may be deemed replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.
3. Third Party Beneficiaries. Client further agrees and intends that this Agreement is entered into for the express benefit of Client's spouse, heirs, children and next-of-kin and shall bind same to the extent of any claims arising from Client's use of Robinhood Derivatives LLC and each Exchange's services and/or platform which is brought by them or by any person for the use or benefit of your spouse, heirs, children and next-of-kin. Robinhood Derivatives LLC and each Exchange agree also that this Agreement is intended to benefit and shall bind any successor-in-interest or assignee of Robinhood Derivatives LLC and each Exchange. For the avoidance of doubt, Client and Robinhood Derivatives, LLC hereby acknowledge and agree that each Exchange, as applicable, is an intended third-party beneficiary of this Agreement.