

**Effective Date:** [\*]

**Customer Brokerage Account Agreement with DriveWealth, LLC (the “Agreement”)**

1. **Introduction**

This Agreement contains important terms and conditions that apply to your Account and the services provided by DriveWealth, LLC (“DriveWealth”, “we”, or “our” or “us”). DriveWealth is a clearing broker-dealer registered with the United States Securities and Exchange Commission (SEC) and a member of the Financial Industry Regulatory Authority, Inc. (FINRA) (CRD#: 165429/SEC#: 8-6916). DriveWealth facilitates transactions in securities, as outlined in this Agreement and in your agreement with Introducing Firm. This Agreement covers your relationship with DriveWealth as a clearing broker-dealer only and does not cover any transactions or other products that may be offered by Affiliates of DriveWealth. Throughout this Agreement, the words “we”, “us”, or “our” means DriveWealth and its successors and assigns and “you” and/or “your” means the beneficial owner(s) of the Account.

DriveWealth is the clearing firm for Introducing Firm. We are required to enter into this Agreement with you to comply with our obligations under Applicable Law.

By agreeing to the opening of an Account at DriveWealth, you acknowledge and agree that: (a) the establishment of a brokerage account is at your exclusive initiative and that DriveWealth did not solicit, promote, or otherwise prompt or induce you to create a brokerage account; (b) you have received, read, and understand this Agreement and agree to be bound by its terms.

This Agreement contains a pre-dispute arbitration clause at Section 58.

2. **Role of DriveWealth and Introducing Firm**

DriveWealth, as the clearing firm, carries your Account on a fully-disclosed basis pursuant to the arrangement that we have entered with Introducing Firm. In connection with this Agreement, you understand, acknowledge, and agree that:

- (a) DriveWealth as the clearing firm holds cash, securities and other eligible assets as custodian in your Account. DriveWealth may accept instructions that Introducing Firm provides to us with respect to your Account without inquiry or investigation. Unless we receive a written notice indicating otherwise, we will accept such instructions from Introducing Firm for the purchase and sale of securities and other matters related to your Account.
- (b) DriveWealth does not provide customer service, banking, investment, or other regulated or unregulated financial services directly to you. DriveWealth does not provide tax, legal, or investment advice of any

kind, and we do not give advice or offer opinions with respect to the nature, potential value, or suitability of any Transaction or investment strategy in your Account.

- (c) DriveWealth is not responsible for providing you with any disclosures that Introducing Firm is required to provide based on the Applicable Jurisdiction's Applicable Law. In limited circumstances, we may contact you directly if, in our judgment, market conditions, time constraints, regulatory requirements, legal obligations, or other circumstances require us to do so.
- (d) Introducing Firm is responsible for providing its services to you as required by your Applicable Jurisdiction's laws and regulations, and pursuant to its agreement with you. Introducing Firm, not DriveWealth, provides you with services in your Applicable Jurisdiction and, as the case may be, is responsible to you for recommendations, suitability obligations, account monitoring, and customer support. Introducing Firm may also determine the available menu of products, applicable minimums, and charge you fees for its services. Introducing Firm may impose additional restrictions on your relationship and the products or services available to you beyond those delineated in this Agreement. Introducing Firm is responsible for managing its ongoing relationship with you. You should consult your agreement with Introducing Firm for further specifics.
- (e) Introducing Firm may provide advisory, managed, or brokerage services to you; DriveWealth does not review or guarantee the accuracy, adequacy, or completeness of their performance. DriveWealth has no responsibility for ensuring that Introducing Firm meets its fiduciary responsibility to you or for its performance under your Applicable Jurisdiction's Applicable Law.
- (f) DriveWealth is not responsible for reviewing activity in your Account and has no responsibility or liability for ensuring that Introducing Firm is acting consistent with its authority pursuant to any agreement it maintains with you.
- (g) DriveWealth is not responsible for the conduct of Introducing Firm. DriveWealth shall not be responsible or liable for the acts or omissions of Introducing Firm or its members, affiliates, officers, partners, directors, employees, representatives, contractors, or agents. DriveWealth does not endorse, recommend, or make any representations or warranties as to the abilities of Introducing Firm, Introducing Firm's services, or the reasonableness of Introducing Firm's offering to you. You shall not hold DriveWealth, its members, Affiliates, officers, directors, employees, representatives, or agents liable for any trading losses incurred by you, or any persons claiming through you.
- (h) Unless otherwise disclosed to you, DriveWealth is not affiliated with Introducing Firm. There is no general or limited partnership, association, joint venture, branch, or fiduciary relationship between DriveWealth and Introducing Firm. Introducing Firm is not our employee, agent, or representative, and does not have the authority to contractually bind DriveWealth. DriveWealth does not control Introducing Firm.

- (i) DriveWealth charges Introducing Firm fees for the services that we offer Introducing Firm. Introducing Firm may charge you fees for its services pursuant to its agreements with you.

### 3. **Updates to this Agreement**

Subject to Applicable Law, DriveWealth may change or modify this Agreement at any time by sending or posting a revised version to <https://legal.drivewealth.com/>. If we are required by Applicable Law to provide notice of changes to this Agreement, we will do so in conjunction with updating the Effective Date of the Agreement. Your continued maintenance of the Account at DriveWealth following fifteen (15) calendar days of such update to this Agreement shall constitute your acceptance of such modified version of this Agreement and its updated terms. The updated version will be effective as of the updated Effective Date. If you do not agree to this Agreement, or any revised version of this Agreement, we may restrict or otherwise require you to close the Account. You should periodically review this Agreement for changes to terms and conditions in addition to any relevant disclosure documents.

### 4. **Definitions and Relationships**

**“Account”** means each brokerage account Introducing Firm opens with DriveWealth, in which Securities and Other Assets acquired on your behalf are recorded, pursuant to the arrangement DriveWealth maintains with Introducing Firm.

**“Account Holder”** means the person or entity named on the Account.

**“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or under common control with DriveWealth.

**“Agreement”** means this Customer Brokerage Account Agreement and any amendments or exhibits thereto.

**“Applicable Jurisdiction”** means the jurisdiction in which Introducing Firm is appropriately licensed to provide its services to you.

**“Applicable Law”** means all applicable United States (US) federal and state laws, rules and regulations, the rules of any US self-regulatory organization, including but not limited to, the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”), the SEC, FINRA, and the constitution, rules, regulations, customs and usages of the exchanges, markets and clearing agencies where Transactions are executed, cleared and settled for the Account.

**“DriveWealth,” “we,” “our,” “us”** means DriveWealth, LLC, a U.S. broker-dealer registered with the SEC and a member of FINRA (CRD#165429/SEC#: 8-69161), and its Affiliates, as applicable.

“**DriveWealth Materials**” means any document, form, or other written material prepared by DriveWealth or an Affiliate related to your Account, including this Agreement, our Privacy Policy, and any materials found in the Disclosure Library at <https://legal.drivewealth.com/>.

“**Effective Date**” shall be the date of this Agreement as stated above.

“**FINRA**” means the Financial Industry Regulatory Authority, Inc., or any successor thereto.

“**Introducing Firm**” means the entity that is appropriately licensed in the Applicable Jurisdiction to provide its financial and other services to you. Introducing Firm may refer to an appropriately licensed broker, advisor, or other entity as permissible in the Applicable Jurisdiction.

“**SEC**” means the United States Securities and Exchange Commission or any successor thereto.

“**Securities and Other Assets**” includes, but is not limited to, any money, securities, and other property which may be held in the Account.

“**Transaction**” means the instructions to purchase or sell Securities in the Account and other instructions related to Securities and Other Assets held in the Account. DriveWealth conducts Transactions in the Account as instructed by Introducing Firm, or you as may be allowed under Applicable Law.

“**You**” and “**your**” means the person on whose behalf Introducing Firm is acting (i.e., the beneficial owner) in opening the Account.

## 5. **Applicable Law**

All Transactions in the Account shall be subject to Applicable Law.

## 6. **Your Representations**

You represent and warrant that:

- (a) You are at least eighteen (18) years old or have otherwise reached the age of majority according to the laws of your Applicable Jurisdiction.
- (b) You are authorized to enter into this Agreement and have authorized Introducing Firm to request an Account in your name be opened at DriveWealth.
- (c) You have notified DriveWealth and Introducing Firm, as required by Applicable Law, if you, your spouse, your immediate family or any beneficial owner of the Account are or become employed by or affiliated with any of the following: a member firm of FINRA or other exchange, or securities or commodities

exchange, self-regulatory organization financial institution or any of their affiliated organizations or our independent auditor.

- (d) You are not a Securities Professional and you are using the Account for your own personal, non-business, use.
- (e) You are not an officer, director, or 10% or greater stockholder of any publicly traded company.
- (f) You are not a “politically exposed person” or otherwise on any restricted list under applicable Office of Foreign Assets Control rules and regulations.
- (g) No one other than you, and as applicable the individuals identified in your Account documentation, has or will have an interest in your Account, unless we are notified in writing and we agree to continue to facilitate maintenance of your Account.
- (h) You have provided accurate and truthful personal and profile information, and you agree to keep such information updated at all times. Such information may include, among other things, personal identifying information, information on your residence, financial information, risk tolerance, and/or tax status.
- (i) You acknowledge and understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns. You are solely responsible for all investment decisions associated with your Account including any risks in connection with the purchase or sale of securities (which includes the risk of loss).
- (j) You agree that it is your responsibility to review order execution confirmations and statements of your Account promptly upon receipt. These documents will be considered binding on you unless you notify us of an objection within two days from the date confirmations are sent or within ten days after Account statements are sent. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, DriveWealth reserves the right to determine the validity of your objection. If you object to a transaction for any reason, you understand and agree that you are obligated to take action to limit any losses that may result from such transaction and that you will bear sole responsibility for any losses relating to the transaction, even if your objection to the transaction is ultimately determined to be valid. Nothing in this clause shall limit your other responsibilities in this Agreement.
- (k) You understand that DriveWealth may discontinue your Account or any services related to your Account immediately by providing written notice to you. If DriveWealth or Introducing Firm discontinues your Account or any services related to your Account, you agree that DriveWealth is authorized to (i) liquidate any securities or other property in your Account and send you any net proceeds (after satisfying any

Obligations), and (ii) close your Account. This is without limitation to DriveWealth's other rights under this Agreement or otherwise. "Obligations" includes all indebtedness, debit balances, liabilities, or other obligations of any kind of you to DriveWealth, whether now existing or hereafter arising. DriveWealth will not be responsible for any losses caused by discontinuing your Account or any services, or any liquidation of your securities or other property, or closure of your Account, including any tax liabilities.

- (l) In the event your Account is cancelled, closed, or terminated for any reason and thereafter DriveWealth receives funds to be applied to your Account, we reserve the right to apply the funds to any Obligations you may have in your Account and/or transfer the funds to the balance of any active account you may own with a DriveWealth or any Affiliate.
- (m) You agree to promptly return to DriveWealth any assets erroneously distributed to you. If you sell a security prior to its ex-dividend/distribution date, and you receive the related cash/stock dividend or distribution in error, you irrevocably direct DriveWealth on your behalf to pay such dividend/distribution to the entitled purchaser of the securities, and guarantee to promptly reimburse DriveWealth for, or deliver to DriveWealth, said dividend or distribution.
- (n) You agree that all Securities and Other Assets which you deposit into the Account will be in Good Deliverable Form. "Good Deliverable Form" means that the Securities and Other Assets are freely transferable, properly endorsed, registered and fully negotiable. You agree to give DriveWealth timely and accurate information relating to any restrictions on the sale or transfer of any Securities and Other Assets, including restrictions on the sale or transfer of any Securities and Other Assets that are subject to restrictions on resale under Applicable Law, contract or otherwise, including without limitation, Securities and Other Assets subject to Rules 144 or 145(d) under the Securities Act of 1933 ("Restricted Securities").
- (o) Prior to placing an order for the sale or transfer of Restricted Securities, you agree that DriveWealth must be advised of the status of the securities and furnished with the necessary documents (including opinions of legal counsel, if DriveWealth so requests) or any other required waivers or consents necessary to satisfy legal transfer requirements. These securities may not be sold or transferred until they satisfy legal transfer requirements. Even if the necessary documents are furnished in a timely manner, there may be delays in the processing of these securities, which may result in delays in the delivery of securities and the crediting of cash to the Account. You acknowledge and agree that you are responsible for, and shall reimburse DriveWealth for, any delays, expenses, losses and damages (including reasonable attorneys' fees and court costs and expenses) incurred by DriveWealth that are associated with compliance or failure to comply with all of the requirements and rules relating to Restricted Securities, which losses may be discharged out of the Account. Notwithstanding the terms included herein, DriveWealth reserves the right to reject or refuse any transaction that attempts the sale or transfer of Restricted Securities at DriveWealth's discretion.

(p) You agree that you will not engage in “pattern day trading.” A pattern day trader, as defined under FINRA Rule 4210(f)(8)(B), is any customer who executes four or more day trades within five business days, provided the number of day trades are more than six percent of your total number of trades in the account for that same five-day period. A day trade occurs when you buy and sell, or sell and buy, the same security on the same day. Engaging in pattern day trading may result in suspension, deactivation, or closure of your Account. We may institute trade restrictions to prevent pattern day trading at any time without notice to you. As a result, you may be restricted from purchasing or selling securities on a particular day or time that you intend.

(q) You have received, read, and accept the terms set out in the disclosures located at <https://legal.drivewealth.com/>.

## 7. **Services Provided by DriveWealth**

As a clearing firm, DriveWealth provides certain services to Introducing Firm, which may include facilitating recordkeeping and operational services such as execution and settlement of transactions, and the custody of security and cash balances as it relates to your Account.

### (a) **Trading and Execution**

- i. **Trade Acceptance.** DriveWealth is not obligated to accept an order from Introducing Firm. We may, at our discretion, refuse to accept an order and/or refuse to execute a trade, including if we deem such action necessary to remain compliant with Applicable Law or if we determine, in our discretion, that there is a reasonable risk-based justification for doing so.
- ii. **Trade Capacity.** DriveWealth may act in either an agency or principal basis in executing your order depending on the specific order details and prevailing market conditions. Orders received in good form by DriveWealth will be accepted and routed to regulated broker-dealers for execution. Cancellation of a market order is not guaranteed. If you wish to try to change or cancel an order that you have sent to Introducing Firm, you should contact Introducing Firm’s representative to assist you; however, you understand that cancellation of an order may not be available in all instances.

When trading as principal for its own account, DriveWealth may make a profit or incur a loss on each trade. Additionally, DriveWealth may be required to correct or adjust trades that (for a variety of reasons) have been executed in amounts that either exceed or fall short of the amounts requested. These trade corrections and adjustments could arise in connection with either or both of the agency and principal components of the executed orders. Trade corrections and adjustments will be executed by DriveWealth in a principal capacity, and when trading as principal for its own account, DriveWealth may make a profit or incur a loss

- iii. **Best Execution.** DriveWealth uses reasonable diligence to ascertain the best market for orders so that the resultant price is as favorable as possible under prevailing market conditions. We route most orders to our affiliated executing broker, DriveWealth Institutional, LLC, who in turn sends orders to various exchanges or market centers. In deciding where to send an order DriveWealth Institutional LLC considers a number of factors such as the type of order, characteristics of the order, available liquidity in the market, speed of execution, the expected cost and difficulty of executing an order in a particular market, transaction costs, the potential for price improvement, and the reliability and our historical experience routing to certain liquidity sources. Unless otherwise indicated, you agree and accept that orders, including all orders with a fractional component, will be marked “Not Held.” DriveWealth continuously seeks the best price in the market and assesses its execution quality provided by the market centers to which we route our order flow. Due to the nature of fragmented markets and high frequency counterparties, the best price in non-displayed markets may not always be obtainable. DriveWealth revises its execution venues on a predominantly real time basis but no less than quarterly as guided by FINRA Rule 5310 including factors such as the character of the market for the security (e.g. price, volatility, relative liquidity, and pressure on available communications), size and type of transaction, number of markets checked, accessibility of quotation, and the terms and conditions of the order which result in the transaction. All agency orders received by DriveWealth, unless specifically instructed otherwise, are handled on a not held basis. Price improvement is available depending on the market conditions. Please refer to DriveWealth’s Trading Disclosure and Rule 606 Disclosure for further detail.
- iv. **Payment for Order Flow.** When routing customer orders, a broker-dealer may receive “payment for order flow” which includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker-dealer from any broker-dealer or exchange in return for routing orders. In exchange for routing certain customer equity orders to exchanges, electronic communication networks, or broker-dealers during normal business hours, DriveWealth may receive monetary rebates. The amount rebated varies depending on the agreement reached with each market venue and will be furnished upon request. These practices do not figure into where DriveWealth routes orders, but rather DriveWealth considers the size of the order, the opportunity for price improvement and the quality of order executions, and decisions are regularly reviewed to ensure the duty of best execution is met.
- (b) **Books and Records.** In providing for the safekeeping of Securities and Other Assets, DriveWealth will hold the Securities and Other Assets on its books and records in the name of the Account Holder. We will maintain the records related to your Account and make such records available in accordance with SEC and FINRA regulatory requirements and record retention policies.



- (c) **Receipt, Delivery, and Safeguarding of Funds and Securities.** We will receive and deliver all funds and securities in connection with Transactions in your Account as instructed by Introducing Firm. For purposes of the financial responsibility rules and the Securities Investment Protection Act of 1970 we will safeguard funds and securities delivered to and accepted by us as reflected in the books and records for your Account. Your Account may be the responsibility of Introducing Firm for other purposes and as may be subject to your agreement with Introducing Firm. DriveWealth is not responsible for the safekeeping of funds withdrawn from your Account at the instruction of Introducing Firm.
- (d) **Custody.** Securities and Other Assets may be held at DriveWealth, an Affiliate of DriveWealth, or a third-party provider and registered in DriveWealth's name, or its nominees, or in the names of nominees of any depository we use for the benefit of Introducing Firm's customers. We custody securities this way for operational reasons; you still have full ownership rights in the Securities and Other Assets as reflected on the books and records maintained by DriveWealth. DriveWealth will exercise reasonable care in its selection and use of any sub-custodian. In connection with the provision of custody services we will handle processing corporate actions in your Account such as collection and payment of dividends, transmit shareholder communications and proxies, and handle other administrative account activities. Notwithstanding the foregoing, DriveWealth is not responsible for safeguarding Securities and Other Assets withdrawn upon the instruction of Introducing Firm.
- (e) **Execution.** We provide Introducing Firm with a platform to access the U.S. securities market. Introducing Firm may choose to offer a self-directed and/or advisory trading experience to you. In either scenario, DriveWealth executes trades for your Account pursuant to the instructions we receive from Introducing Firm. Introducing Firm is responsible for the authenticity of all trading instructions.
- (f) **Fractional Trading.** DriveWealth facilitates the trading of securities, including Fractional Trading. Fractional Trading allows you to trade and hold fractional share quantities in the Account. Please review the Risks of Investing herein and the Trading Disclosure on <https://legal.drivewealth.com/> for risks applicable to Fractional Trading. DriveWealth may, in accordance with Applicable Law, vote proxies for shares of securities held in the Account as your nominee where DriveWealth has not received voting instructions from you on a timely basis. Dividends on fractional shares must be greater than \$0.01 to be credited to your Account. If, as a result of a corporate action, you receive fractional shares, DriveWealth may distribute to the Account the pro-rata proceeds of selling the fractional shares. Fractional Trading may not be available for all securities, for particular products, or in particular trading sessions, to be determined in the sole discretion of DriveWealth.
- (g) **Confirmations and Statements.** We will provide an electronic written confirmation of every Transaction as soon as possible after a trade is executed in your Account in accordance with Securities Exchange Act Rule 10b-10. The confirmation contains the complete terms of the trade and will provide details of the Transaction such as the identification of the security traded, the quantity traded, the direction (buy/sell), the

trade capacity of DriveWealth (principal/ agency), and whether Introducing Firm included any fees on the trade. DriveWealth will provide an Account statement as a summary of your Account, which will be provided every month in which your Account has activity, and at minimum, quarterly.

**(h) Tax Withholding.** DriveWealth acts as the primary withholding and reporting agent for the Account. Investing in Securities may result in a tax liability or tax reporting obligation to US authorities. You alone are responsible for such taxes and liabilities. If you are a US citizen and resident (“US Person”) Introducing Firm has provided us with information for us to complete a W-9 Form, which includes your taxpayer information and to properly certify that you are not subject to backup withholding requirements under Applicable Law. If you are a Non-US Person Introducing Firm has provided us with information for us to complete a Form W8-BEN, which includes your identification information and is used to claim income tax treaty benefits with respect to income from your Account. Non-US Persons may also be subject to additional taxation requirements under the Applicable Law of the Applicable Jurisdiction. There may be negative tax consequences as a result of trading in certain countries. You should consult with Introducing Firm or personal tax professional for further information as to your specific situation.

8. **Services Not Provided by DriveWealth**

- (a) DriveWealth is not a fiduciary and is not responsible for monitoring your Account for compliance with any agreement you may have with Introducing Firm.
- (b) DriveWealth does not provide banking, investment, customer service, or other regulated financial services directly to You, unless otherwise provided for in other agreements between You and DriveWealth.
- (c) DriveWealth does not provide tax, legal, or investment advice of any kind, and we do not give advice or offer opinions with respect to the nature, potential value, or suitability of any Transaction or investment strategy in the Account. Information provided by DriveWealth should not be considered financial, legal, or tax advice, or a solicitation to buy or sell a particular security. You should consult with Introducing Firm, financial professional, attorney, or tax professional regarding the specifics of your Account.
- (d) DriveWealth is not responsible or liable for the acts or omissions of Introducing Firm or its members, affiliates, officers, partners, directors, employees, representatives, or agents.
- (e) DriveWealth does not endorse, recommend, or make any representations or warranties as to the abilities of Introducing Firm, Introducing Firm’s services, or the reasonableness of Introducing Firm’s offering to you.
- (f) You shall not hold DriveWealth, its members, Affiliates, officers, directors, employees, representatives or agents liable for any trading losses or other investment losses incurred by you, or any persons claiming through you. Your primary relationship is with Introducing Firm. You should contact Introducing Firm if

you have any questions regarding Introducing Firm's product and/or your relationship with Introducing Firm.

- (g) DriveWealth is not acting as your advisor or fiduciary with respect to the Account or any related transactions.
- (h) You understand that all references to the services provided by DriveWealth in this Agreement should be read and understood to mean that we provide such services to Introducing Firm and not directly to you, as the context of such provision may dictate. Further, no information in this Agreement or DriveWealth Materials is provided for the purposes of offering, marketing or sale by any means of any capital market instruments and investment services in the Applicable Jurisdiction. Therefore, this document may not be considered as an offer made or to be made to residents of the Applicable Jurisdiction. Accordingly, neither this Agreement, DriveWealth Materials, nor any other material may be utilized in connection with any offering of any services or products to the public within the Applicable Jurisdiction without the license or prior approval of the Applicable Jurisdiction's regulatory authority.

#### **9. Customer Identification Program Notice**

We are required by law to obtain, verify and record information that identifies each person who opens an Account. When you open an Account, we will request, and you must provide certain information, including your name, address, date of birth, employment status, and other identifying information ("Account Information"). Opening an Account is your option and you may choose to not open an Account if you do not wish to provide Account Information or other identifying documents. You may also be asked to provide copies of your driver's license, passport, or other identifying documents. You represent that all Account Information is accurate, complete, and current. You must provide prompt notification to us of any changes to the Account Information.

We may take steps to independently verify the accuracy of the Account Information, including through the use of third-party vendors or third-party consumer reports. You will cooperate fully with any follow-up requests for information that we may make. We may restrict access to your Account pending such verification and may refuse to open any Account at any time for any reason, in our sole discretion.

#### **10. Your Account**

You understand and agree that:

- (a) the establishment of an Account is at your own exclusive initiative and that DriveWealth did not solicit, promote, or otherwise prompt or induce you to create a brokerage account;
- (b) DriveWealth does not provide legal, financial, or tax advice;

- (c) you are responsible for all reporting and tax obligations, including compliance with your Applicable Jurisdiction's requirements; and
- (d) you are responsible for the activity conducted in your Account and will make an independent determination with respect to the appropriateness of the activity in your Account.

The USA Patriot Act requires us to maintain a comprehensive anti-money laundering program and to know the identity of each person who opens an Account in order to help the government fight the funding of terrorism and money laundering activities. In order to open an Account we will ask for your name, address, date of birth, and may ask for other information such as identifying documentation to allow us to identify you. The establishment of your Account is subject to acceptance by DriveWealth and its Affiliates. We reserve the right to withhold acceptance. For our protection against credit risks and other conditions, and in order to satisfy obligations in your Account, we may, without prior notice, decline, cancel or reverse your orders or instructions, liquidate positions, or we may place trading, disbursement and other restrictions on your Account. We also reserve the right to freeze an Account, terminate an Account previously accepted, to reject a transaction for an Account, and to take any other action we deem necessary for our reasonable risk protection or to remain compliant with applicable law.

You authorize DriveWealth to obtain, verify, record, and process information (including Personally Identifiable Information) on you and all Account Holders in order to facilitate the services being provided to you as required by DriveWealth under Applicable Law.

You authorize DriveWealth to share such information and any other confidential information we may have about you or the Accounts amongst its Affiliates and third-party vendors, only as necessary to service and maintain records related to the Account, remain compliant with Applicable Law, and enforce our rights under this Agreement and our agreement(s) with your clearing firm.

You may have the ability to designate authorized users who are authorized to make investment decisions in your Account. You understand that, regardless of whether such a designation is in place, you are responsible for all purchase and sell orders, decisions to continue with an investment strategy or to hold an investment, and instructions placed in your Account. You understand that all investments carry risk, including the potential loss of your entire investment, and that past performance is not a guarantee of future returns. Content presented within DriveWealth Materials do not constitute a recommendation by us to invest in any security, or to utilize any investment strategy.

## **11. Risks of Investing**

- (a) You acknowledge that all investments involve risk, that losses may occur, and that past performance is not a guarantee or indication of future results or returns. The greatest risk in buying securities is the potential for the value of the security to decrease significantly or entirely. You are solely responsible for any gains or

losses in your Account. You should invest carefully, considering your available resources, investing experience, and risk tolerance. You should only trade with money you can afford to lose. While diversification may help spread risk it does not assure a profit, or protect against loss, in a down market. There is always the potential of losing money when you invest in securities.

- (b) Stock investments are not federally insured by the FDIC.
- (c) The price you receive for a transaction may not be the price shown to you at or prior to your confirmation of such transaction, due to fluctuations in the price, available volume, or other prevailing market conditions. DriveWealth cannot guarantee that any order you place will be fulfilled.
- (d) Your Account may involve the use of an electronic trading platform. Electronic trading poses unique risk to investors, as system response and access times may vary due to market conditions, system performance, and other factors. Market volatility, volume, and system availability may delay access to your Account and trade executions. We cannot guarantee that electronic trading systems will be accessible or function adequately to execute a trade in any particular security or at a particular time. Electronic trading capabilities may depend on services provided by various third parties, including your internet service provider, mobile phone carrier, and other providers of hardware and software that are needed to access your Account. We do not control the products or services provided by these third parties and we cannot guarantee they will operate adequately at all times.
- (e) Not all stocks are the same, and each carries a unique profile of many factors including the condition and prospects of the underlying issuer, fees, dividend and voting rights, and trading volume. Some securities cannot be easily sold or converted to cash.
- (f) Investors should consider the investment objectives and unique risk profile of Exchange Traded Funds (ETFs) carefully before investing. ETFs are subject to risks similar to those of other diversified portfolios. Although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. A prospectus contains this and other information about ETFs and should be read carefully before investing.
- (g) Fractional Trading involves different risks than whole share trading and holders of fractional shares enjoy different rights than holders of whole shares of securities. Fractional shares may not be eligible for price improvement, and the price your order is executed at may be higher or lower than the price you are shown at the time you place your order. Further, during periods of heavy trading and/or wide price fluctuations, there may be delays in executing, or there may not be the ability to execute.

- i. We may round the amount of fractional shares in a transaction, which may affect your purchase of a fixed dollar amount order. Rounding may also affect your ability to be credited for cash dividends, stock dividends and stock splits, as you will not receive dividends in denominations under one cent.
- ii. Fractional shares are not transferable. If you close your Account or transfer your Account to another firm, the fractional shares will need to be liquidated, resulting in potential charges, fees, and loss of value. Fractional shares cannot be put into certificate form and mailed. Fees, charges, and loss of value in connection with a liquidation of fractional shares may match or exceed the value of the fractional share depending on your holdings.
- iii. Holders of fractional shares generally do not have voting rights for the fraction of a share owned. You need to own the full share of a stock to be able to exercise voting rights.

## **12. Form CRS**

DriveWealth's [Client Relationship Summary](#) provides information about key questions, the types of services DriveWealth offers, associated fees and costs as well as the required standard of conduct associated with those services, and any conflicts of interest and reportable legal or disciplinary history.

## **13. Third-Party Vendors**

In certain instances, DriveWealth may rely on third-party vendor(s) for the performance of certain outsourced functions. You accept that we may share information about you with such third-party vendors in furtherance of this Agreement, and to the extent necessary to service the Account. Please refer to our *Privacy Policy* for additional information. DriveWealth will remain responsible for supervising and ensuring that any outsourced functions are provided in accordance with Applicable Law.

## **14. Types of Accounts**

You may have different types of Accounts at DriveWealth, each with their own characteristics and risks. The below list of Account types may not be inclusive of every type of account offered by DriveWealth. Opening each account may require you to review and acknowledge different agreements, disclosures and other documents. Not all account types may be available in every jurisdiction. DriveWealth may not offer every account type to Introducing Firm, and Introducing Firm may further limit the available account types to you. Please consult DriveWealth's website at [www.drivewealth.com](http://www.drivewealth.com) and Introducing Broker for further information and full documentation.

### **Cash Account**

Cash accounts are brokerage accounts in which you must pay the full amount of securities purchased and you cannot borrow funds from Introducing Firm or DriveWealth to pay for transactions in the account.

## **Margin Account**

- (a) Margin accounts are brokerage accounts in which your broker-dealer lends you cash, using the account as collateral, to purchase securities. Brokerage firms may allow you to have both a margin account and a cash account at the same time.
- (b) Buying securities on margin involves borrowing money from DriveWealth for part of your transactions, with the Securities and Other Assets in the Account pledged as collateral to secure the loan. DriveWealth may not offer Introducing Firm the ability for its customers to buy securities on margin and, if it does, Introducing Firm elects whether or not to offer margin lending to You.
- (c) DriveWealth may, but is not obligated to, extend margin or credit to the margin account in accordance with the terms and conditions of its margin agreement. In the event margin is not provided, you are obligated to pay for each transaction in your margin account in full by settlement date.

## **Joint Accounts**

- (a) Joint accounts are brokerage accounts held by two beneficial owners, each of whom holds equal access and rights to the Account. Under a joint account agreement, each joint Account owner has the authority on behalf of the Account to instruct Introducing Firm to buy, sell, and otherwise deal in Securities and Other Assets; to receive for the Account confirmations, statements and other communications of every kind; to receive and dispose of the Account Securities and Other Assets; to make for the Account agreements relating to these matters and to terminate or modify them or waive any of the provisions thereof; and generally to deal with Introducing Firm as if each of you alone were the Account Holder, all without notice to the other joint Account owner(s). Your liability for the Account shall be joint and several.
- (b) You agree that DriveWealth may follow the instructions of Introducing Firm, who may make deliveries to any of you of any or all Securities and Other Assets in your Account, and make payments to any of you of any or all monies in the Account, as any of you may order or direct, even if such deliveries and payments shall be made to one of you personally, and not for the Account. DriveWealth shall be under no obligation to inquire into the purpose of any such demand from Introducing Firm for delivery of Securities and Other Assets or payment and shall not be bound to see to the application of disposition of the Securities and Other Assets and monies so delivered or paid to any of you.
- (c) In the event of the death of any of you, the survivor(s) shall immediately give DriveWealth written notice thereof, and DriveWealth may, before or after receiving such notice, take such action, require such documents, retain such portion or restrict Transactions in the Account as it may deem necessary or appropriate to protect itself against any tax, liability, penalty or loss under any present or future laws or otherwise. DriveWealth may deduct from the Account such amounts as necessary to discharge any debt or loss in the Account as a result of charges relating to the administration or safekeeping of.

- (d) Any taxes or other expenses becoming a lien against or payable out of the Account as the result of the death of any of you, or through the exercise by the estate or representatives of any rights in the Account shall be chargeable against the interest of the survivor(s) as well as against the interest of the estate of the decedent. This provision shall not release the decedent's estate from any liability provided for in this Agreement.
- (e) Laws regulating joint ownership of property vary.

#### **Custodial Accounts**

- (a) If the Account is opened under either the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (UGMA or UTMA), You are the custodian or successor custodian ("Custodian"). The custodian represents that all assets in the Account belong to the beneficiary and that the custodian will only use the assets for the beneficiary's benefit.
- (b) The custodian agrees to transfer and deliver to the beneficiary all securities and other property held in the Account promptly upon the beneficiary attaining the age specified by the governing state law for termination of the custodianship. The age of custodianship termination varies by state, although many states set the maximum age for termination at twenty one (21). If you do not indicate a termination age, the Account will be set up with a default age of termination of twenty one (21). The Custodian agrees and acknowledges that they are responsible under UGMA or UTMA for determining the proper termination age and that the Custodian should consult their legal or tax advisor if they have questions about the termination age.
- (c) Upon reaching the age of termination, the Custodian agrees to provide DriveWealth, upon request, with information and documentation it may require to contact the beneficiary. The Custodian instructs DriveWealth, without further notice or instruction from the Custodian, to register the Account into the beneficiary's name as soon as commercially practicable after the termination of the custodianship. In addition, the Custodian acknowledges that DriveWealth may restrict the Custodian's access to the Account upon termination of the custodianship. DriveWealth may freeze any activity permitted in the Account if the Account is not updated to reflect the beneficiary's ownership at the age of termination.

#### **Individual Retirement Accounts (IRAs)**

- (a) Individual Retirement Accounts (IRAs) are accounts that provide certain tax advantages for retirement savings, under rules promulgated by the Internal Revenue Service (IRS). If you would like additional information on IRA accounts, please review the [SEC Retirement Toolkit](#) or the [IRS Retirement Plans Page](#).

### **15. Security of your Account**



DriveWealth will only act on instructions provided to us by Introducing Firm, except in very limited circumstances by you, where required by Applicable Law. Provided, always that in so acting, we will not provide any investment service to you on a professional basis. You are responsible for monitoring all activity associated with your Account, including any activity by authorized users to your Account. You will take reasonable precautions to protect and monitor for unauthorized access to the Account and will notify Introducing Firm immediately if you believe your Account has been compromised so that it may inform DriveWealth and enable appropriate action to be taken. If you permit an authorized person to make a Transaction, even if the amount of actual use exceeds the amount you authorized, DriveWealth will not be responsible for the full amount of all Transactions that result and may seek to recover any costs, liabilities or losses it has incurred from you and/or Introducing Firm (including by way of deduction from the Account). If DriveWealth reasonably believes that the Account has been compromised due to a cyber security incident, we reserve the right to take immediate action to protect the Account and the DriveWealth Platform including, but not limited to, initiating a freeze on trading, hold on assets, or otherwise locking down the Account.

16. **Fees**

Introducing Firm establishes the fees that it charges you for its services to you. Where instructed by Introducing Firm, DriveWealth may collect such fees from your Account and remit to Introducing Firm. You understand, in such instances, that DriveWealth is performing collection services at the instruction of Introducing Firm. In performing these collection services, you acknowledge and accept that DriveWealth may liquidate positions, and collect commissions, markups, and/or other charges from the Account as instructed by Introducing Firm. DriveWealth's failure to collect fees from the Account at the time those fees are incurred does not waive DriveWealth's right to collect those fees from the Account at a later time subject to Introducing Firm's instructions.

Additionally, you understand and accept that the Account may be assessed certain fees and charges for miscellaneous services performed that are outside the standard services delivered to Introducing Firm, such as Account transfer fees, inactivity fees, and other legal transfer charges. Additionally, certain fees charged to DriveWealth may be passed along to you directly, including Section 31 Transaction Fees ("SEC Fee"), trading activity fee ("TAF"), and American Depository Receipts Fees ("ADRs").

Specifically, ADRs are subject to periodic fees that are intended to compensate the agent bank that is providing custodial services on behalf of the ADR. Custodial services normally include inventorying the foreign stocks underlying the ADR and managing all registration, compliance and record-keeping services. In 2009, the Depository Trust Company (DTC) received approval from the US Securities & Exchange Commission to begin to collect these fees on behalf of the agent banks for ADRs which do not pay periodic dividends. DTC collects these fees from its participant brokers, including DriveWealth, that hold the ADRs for customers; these fees are collected by the broker from its customers as "pass-through fees." The amount of the ADR fee will tend to

range from \$0.01 - \$0.03 per share, the amount varying by ADR. Please refer to the prospectus for the ADR for information on the ADR Fee.

The costs for these miscellaneous services may change from time to time and you will receive notice of such change as required by regulation. If a miscellaneous charge results in a negative balance, DriveWealth may liquidate assets to cover such negative balance without notice.

17. **Payment and Settlement**

You accept full responsibility for the content and accuracy of instructions placed for your Account through Introducing Firm, and for the results and consequences of these instructions, including all investment decisions, trading orders, tax consequences, and other instructions placed by appropriately authorized persons for your Account. Generally, you will need to pay for all fees, charges, and expenses incurred on your Account for such trading, and to deliver securities by settlement date. We may use available funds in your Account to settle a transaction. In certain situations, you may be required to pay for your order in full or deposit additional funds into your Account before we accept your order.

By placing any long sell order and Introducing Firm designating it as such, You are making a representation that (a) you own the security with respect to which the sale order has been placed and (b) if DriveWealth does not have the security in its possession at the time Introducing Firm places the sell order, it shall arrange delivery of the security to DriveWealth by settlement date in Good Deliverable Form. If Introducing Firm fails to deliver securities to DriveWealth in connection with a long sale, DriveWealth may purchase for the Account (buy in) all or a part of the securities sold. In any event, DriveWealth may deduct from the Account any losses and expenses it may incur or sustain as a result of DriveWealth's failure to settle any such Transaction and for any losses which DriveWealth may sustain because of its inability to purchase or borrow the security sold. DriveWealth reserves the right to cancel or liquidate, at your risk, any transaction where securities and/or payment are not received timely in good deliverable form. You remain responsible for all debits, costs, losses, and other charges that may be applicable to your Account if we take an action to liquidate or close a transaction in your Account or from failure to make good timely delivery of securities.

18. **Transfer of Funds; Authorization for Fund Movements**

The options available for transferring funds in and out of the Account vary by jurisdiction and the options made available by Introducing Firm.

Where Introducing Firm, or its agent, is responsible for sending or receiving funds on your behalf, DriveWealth is not responsible for any delays, errors, or failures caused by Introducing Firm and/or Introducing Firm's service providers in delivering such funds to DriveWealth or, in the case of a withdrawal, delivering such funds to you. Once delivered by DriveWealth to Introducing Firm's designated account, Introducing Firm is solely responsible for the final distribution of funds to you. We may deliver your funds in bulk along with other

customers of Introducing Firm to Introducing Firm's designated account. We may use bulk money movement flows to create operational efficiencies and lower the transactional costs passed to you. In such instances you understand and accept that funds for your Account may be aggregated with other Account Holder monies for these operational processes. Funds in transit are not SIPC protected; your funds are only under the protection of DriveWealth while in the possession or control of DriveWealth. You understand that once DriveWealth sends your money to Introducing Firm, or its agent, such funds are no longer in the possession or control of DriveWealth. We are not responsible for the safeguarding of any funds once successfully delivered to Introducing Firm and/or Introducing Firm's designated agent. Sale proceeds are credited to your Account and are not available for withdrawal until settlement of such transaction. Charges may apply for foreign exchange conversions. We reserve the right to restrict the Account from withdrawals, trades or other activity if we have a reasonable suspicion of fraud, inappropriate activity, diminished capacity, and/or other reasons set forth in Applicable Law.

#### **19. Non-Supported Positions**

Securities in your Account may be removed from our instrument list, become non-transferable or worthless, such as when there is no known market, we are unable to deliver certificates representing the positions, we cannot identify the transfer agent, or the issuer is out of business; in certain instances, corporate actions or other market events may create a situation where a Securities and Other Assets cannot or can no longer be supported in the Account via the DriveWealth Platform (collectively, "Non-supported Positions"). In such instances DriveWealth may with notice and at its discretion liquidate or write-off such Non-supported Position and provide the customer with cash-in-lieu. The continued facilitation of liquidations in any Non-supported Positions in your Account is performed by DriveWealth on a best-efforts basis; pricing or valuation information should be considered as for informational purposes only as such securities may not be publicly traded and may lack a liquid market such that the value might be difficult or impossible to ascertain. DriveWealth will not be responsible for any losses resulting from the foregoing.

#### **20. Other Documentation and Future Products and Services**

By agreeing to this Agreement and establishing an Account at DriveWealth you acknowledge that you agree to abide by the terms of any DriveWealth disclosures, policies, agreements and other required documentation applicable to your Account available on <https://legal.drivewealth.com/> (collectively, "DriveWealth Materials"). DriveWealth Materials are incorporated by reference into this Agreement.

DriveWealth may, within its sole discretion, expand the list of products and services available to Introducing Firm, which may then offer them to You. DriveWealth Materials include any further agreements, information and disclosures related to these products and services, which may be provided on DriveWealth's website. DriveWealth Materials may be updated periodically consistent with the terms of this Agreement, and by agreeing to this Agreement, you will review any new or updated terms. Further, by agreeing to this Agreement

you agree you will review and be familiar with DriveWealth Materials at the time they are applicable and acknowledge and accept any new or updated terms included in the DriveWealth Materials.

#### **21. Authorization to Share Information**

You authorize DriveWealth to share information about you and your Account with Affiliates and third parties, unless the law or our *Privacy Policy* prohibits us from doing so.

#### **22. Reliance on Introducing Firm Instructions**

You authorize DriveWealth to act on instructions received from Introducing Firm without any duty to inquire as to their accuracy or suitability. DriveWealth shall incur no liability in acting upon verbal instructions given to it concerning the Account provided such instructions reasonably appear to be genuine and from Introducing Firm. DriveWealth reserves the right to require that any request be put in writing and delivered to DriveWealth via Introducing Firm.

#### **23. Investment Products**

The DriveWealth Platform supports various types of investment products within a brokerage account; the range of available products may vary from time to time in DriveWealth's sole discretion. The specific products or set list of securities made available to you within a category or product may be further limited by the specifications of Introducing Firm. Introducing Firm will communicate with you if there are any changes that impact the Account or Introducing Firm's services to you. Further, certain types of investment products and particular securities may not be available in all jurisdictions and may be subject to trading restrictions or limitations. In the event that a Securities and Other Assets held in the Account is not supported or is no longer supported on the DriveWealth Platform and/or by Introducing Firm, you understand that DriveWealth may liquidate the position and credit the Account with the corresponding cash, or otherwise facilitate liquidating-only orders in such position, in DriveWealth's sole discretion. DriveWealth has no obligation to provide services to Introducing Firm or an Account with respect to Securities and Other Assets which are not supported on our platform. Before making any investment you should carefully evaluate if a product is suitable for your individual needs, financial situation, and risk tolerance. DriveWealth does not guarantee that a particular product will meet your investment goals and we make no representations as to the suitability of a particular investment product or investment strategy. For more information, please consult the Investment Products Disclosure on <https://legal.drivewealth.com>.

#### **24. Digital Engagement Practices**

Digital Engagement Practices include behavioral prompts, differential marketing, game-like features (commonly referred to as gamification), and other design elements or features designed to engage with retail

investors on digital platforms (e.g., websites, portals, and applications), as well as analytical and technological tools and methods (collectively, “DEPs”).

DriveWealth does not utilize DEPs and, unless otherwise indicated, does not own, control, operate, maintain, or provide design influence on the front end application that Introducing Firm utilizes to interface with you. The presentation of DEPs, if any, will emanate from Introducing Firm. Contact between you and DriveWealth is limited to maintaining your Account. DriveWealth does not market, solicit, or otherwise prompt you to engage in trading. You should consult Introducing Firm, financial advisor, tax, or other professional related to the frequency of trading, suitability of individual investments, and investment strategy in your Account.

**25. Monitoring Communications**

You acknowledge and agree that DriveWealth may monitor and record telephone and any other communications between DriveWealth, Introducing Firm and/or you (if any) regarding your Account that occur over any network, including telephone, cable and wireless networks and the Internet, and DriveWealth may use the resulting information for internal purposes or as may be required by Applicable Law. Any such monitoring and recording will be carried out consistent with DriveWealth’s Privacy Policy and the relevant laws of any impacted jurisdiction.

**26. SIPC**

DriveWealth is a member of the Securities Investor Protection Corporation (“SIPC”). SIPC currently protects the securities and cash in the Account up to \$500,000 of which \$250,000 may be in cash. SIPC does not protect against the market risks associated with investing. You acknowledge that, for purposes of SIPC, money market balances are considered securities. Securities and Other Assets held in the Account (except brokered certificates of deposit) are not insured by the Federal Deposit Insurance Corporation (“FDIC”) and are subject to investment risks, including possible loss of the principal amount invested. To obtain information on SIPC, including the SIPC Brochure, go to [www.SIPC.org](http://www.SIPC.org) or contact SIPC directly at (202)-371-8300.

**27. Transfer of Securities and Other Assets into Account**

You agree that all Securities and Other Assets which you instruct Introducing Firm to deposit into the Account will be in Good Deliverable Form. “Good Deliverable Form” means that the Securities and Other Assets are freely transferable, properly endorsed, registered and fully negotiable. You agree to require Introducing Firm to give DriveWealth timely and accurate information relating to any restrictions on the sale or transfer of any Securities and Other Assets, including restrictions on the sale or transfer of any Securities and Other Assets that are subject to restrictions on resale under Applicable Law, contract or otherwise, including without limitation, Securities and Other Assets subject to Rules 144 or 145(d) under the Securities Act of 1933 (“Restricted Securities”). You further agree to require Introducing Firm to timely satisfy all legal transfer requirements and to furnish all necessary documents before and after Securities and Other Assets are transferred.

28. **Rule 144 or 145(d) Restricted or Control Securities**

Prior to placing an order for the sale or transfer of Restricted Securities, you agree that DriveWealth must be advised of the status of the securities and furnished with the necessary documents (including opinions of legal counsel, if DriveWealth so requests) or any other required waivers or consents necessary to satisfy legal transfer requirements by Introducing Firm. These securities may not be sold or transferred until they satisfy legal transfer requirements. Even if the necessary documents are furnished in a timely manner, there may be delays in the processing of these securities, which may result in delays in the delivery of securities and the crediting of cash to the Account. You acknowledge and agree that Introducing Firm shall be required to be responsible for, and shall reimburse DriveWealth for, any delays, expenses, losses and damages (including reasonable attorneys' fees and court costs and expenses) ("Losses") incurred by DriveWealth that are associated with compliance or failure to comply with all of the requirements and rules relating to Restricted Securities, which Losses may be discharged out of the Account by Introducing Firm.

29. **Internet & Email Communications**

You acknowledge and accept that the Internet is not a secure network and that communications transmitted over the Internet could potentially be accessed by unauthorized or unintended third parties. DriveWealth takes security measures that it believes are appropriate to protect the confidentiality of information communicated between Introducing Firm and DriveWealth. Any issues regarding communications between you and Introducing Firm should be directed to Introducing Firm. You should not transmit any personal or identifying information (such as account numbers, credit or debit card numbers, Social Security numbers, passport or visa numbers or passwords) via the internet and directly to DriveWealth unless you are certain that the transmission will be secure and encrypted. Introducing Firm should always be your primary source to contact if there are any questions regarding the Account. You acknowledge that any personal or confidential information sent via email and the internet may entail a considerable amount of danger and risk including lack of confidentiality, manipulation of content, system outages and other transmission errors, viruses and other cyber threats which may cause harm, and interception by third parties. You agree that DriveWealth is not responsible for any loss or damages that occur as a result, such as losses or damages arising from unauthorized access. More information on general security best practices is available in our [Account Security Best Practices](#).

30. **Electronic Delivery and Acceptance Agreement**

As a condition of creating an Account, you explicitly consent to the electronic delivery of certain communications and represent that you have the means necessary to access, print, and save such communications. Categories of communications which may be delivered to you electronically include trade confirmations and statements of account, notices regarding your Account's activity, shareholder communications such as prospectuses, issuer information, semiannual reports, proxy statements, ballots, information regarding voluntary and involuntary corporate actions, other shareholder materials, agreements and

disclosures related to your Accounts, and tax reporting documentation (collectively, with DriveWealth Materials, “Materials”). Your consent to electronic delivery of the Materials extends to all information required to be delivered to you by us, by issuers of the securities you are invested in, and by other third parties that DriveWealth may utilize to assist in the performance of its obligations (“Third Party Service Providers”). You agree that we may send these electronic notices to you at the email address on file, by posting to a website, by including a hyperlink where the communication can be read, by delivering within Introducing Firm’s application, or other electronic means. Delivery by the foregoing means will constitute delivery of Materials under Applicable Law even if you do not actually access the information or documents. Any agreements accepted by facsimile or electronic means (such as clicks, through electronic signature platforms or other online means) are legally binding and are considered to have been "signed" by you with the same effect as manual signatures. Electronic records of an agreement that is made online will also be considered to be “in writing.” You agree not to dispute the validity or enforceability of any agreements entered into electronically by you (or by anyone using your authentication devices, such as a password or PIN). You may request paper copies of any Materials by contacting Introducing Firm; additional charges may apply, and such request will not be deemed to imply that the previous electronic delivery or signature of documents pursuant to this Agreement did not constitute good and effective delivery, as applicable, or otherwise revoke your consent to any agreement or any term thereof.

31. **Review of Materials**

You agree to timely review all Materials sent to you and to promptly notify Introducing Firm and/or DriveWealth at support@drivewealth.com if you believe there is an error in any Material sent to you with respect to the Account so that corrective action can be taken. You will receive a trade confirmation as soon as possible after an execution of a trade in your Account which contains the details of your trade. You will also receive a periodic statement of every month in which your Account has activity, and at minimum, quarterly, which details the activity in your Account. You understand and agree that trade confirmations and account statements of the Account shall be binding if DriveWealth does not receive written objection from you or Introducing Firm within three (3) calendar days in the case of trade confirmations, and ten (10) calendar days in the case of account statements, after delivery to you of the first confirmation or statement in which the alleged error is discoverable. DriveWealth reserves the right to determine the validity of any objection.

32. **Trusted (Alternative) Contact Person**

To the extent that you have provided DriveWealth with the name and contact information for one or more trusted contact person(s) (“Trusted Contact Person”) you authorize DriveWealth, in its discretion, to contact such Trusted Contact Person in order to address issues related to potential financial exploitation, confirm information about you and your Account, and identify other information available pursuant to FINRA Rule 2165. You further authorize DriveWealth to discuss our concerns and disclose any necessary information about your Account with the Trusted Contact Person. You acknowledge and accept that this authorization will apply to

all Accounts currently open and any Account you may open in the future. DriveWealth is not required to contact you prior to contacting a Trusted Contact Person. To the extent you would like to provide DriveWealth Trusted Contact Person information, such person must be an individual, of sufficient capacity, over 18 years old. The Trusted Contact Person should be a person that is reasonably knowledgeable of you and your general activities. The Trusted Contact Person does not have trading authority or any other discretion over your Account. The Trusted Contact Person will only act as an information source to assist, as necessary, DriveWealth in its review of your Account. You may add, remove, or change the Trusted Contact(s) at any time by contacting Introducing Firm or [support@drivewealth.com](mailto:support@drivewealth.com).

33. **Cash Management Program**

DriveWealth offers automatic investment or deposit (“sweep”) of available free credit (cash) balances in your Account pursuant to the terms of our cash management program. The sweep program available to your Account may vary based on the elections available through Introducing Firm, and by opening the Account you are agreeing to the selected cash management program. DriveWealth charges Introducing Firm fees for the services that we provide to Introducing Firm. DriveWealth may receive compensation from your decision to transact in certain securities. You understand that Introducing Firm may select the Cash Management Program available for your Account and, as a result, DriveWealth may earn compensation on your available free credit balances. More information on DriveWealth’s compensation is available in our Form CRS. By participating in a sweep program you authorize DriveWealth to deposit or invest available free credit balances, and to withdraw funds from or liquidate shares in, your sweep option pursuant to the terms of the cash management program elected for your Account. If available cash balances in your Account are not swept for any reason, available cash balances will not be invested, and we are not required to pay interest on such cash balances. DriveWealth’s current sweep options, the yields associated with the sweep options, and eligibility requirements are available in the [Cash Management Program Disclosure Statement - Bank Sweep](#). DriveWealth will notify you in writing if new Cash Management Programs are made available or there are material changes to the offered Cash Management Programs.

34. **Communications with DriveWealth**

You agree and accept that DriveWealth may designate the manner in which you must send different types of communications (including changes in your contact information) to DriveWealth and the addresses to be used for that purpose. Under normal circumstances, all communications regarding your Account should be provided by Introducing Firm to us. Introducing Firm should always be your primary source to contact if there are any questions regarding your Account. DriveWealth need not act upon any communications transmitted in a manner inconsistent with such designations, and DriveWealth shall be permitted a reasonable amount of time, as appropriate under the circumstances, to act in response to any communications if it elects to do so. DriveWealth will have no liability for relying on any directions from, or document signed by, any person that DriveWealth reasonably believes to be you or to be authorized by you to give the direction or sign the document, whether or



not the person has the authority to do so, including specifically where Introducing Firm evidences to DriveWealth it has the authority to so act.

35. **Inactive Accounts and Abandoned Property**

Where the Account has not initiated any activity for an extended period designated by us and/or Introducing Firm and we and/or Introducing Firm have been unable to contact you after reasonable attempts, the Account may be designated as “abandoned” and/or “unclaimed.” Introducing Firm may also instruct DriveWealth to close the Account. Thereafter, the Securities and Other Assets in the Account may be liquidated and transferred to Introducing Firm (for further distribution) or to the appropriate authority subject to the escheatment processes under Applicable Law. Fees may apply in order to ensure the continued safekeeping of the Account.

36. **Transfer on Death (“TOD”) Account Beneficiary**

You may designate a beneficiary for your Account in the case of your death by filling out the Transfer on Death Beneficiary Designation form, in which case DriveWealth adds a Transfer on Death (“TOD”) designation to the Account. If DriveWealth receives proof of your death, DriveWealth may distribute assets directly to the account of the beneficiary if the beneficiary has a DriveWealth Account. If there is no beneficiary designated or the beneficiary cannot open an Account, the Account’s assets may be moved into an estate account and DriveWealth will follow the instructions of the executor, court order, or other legal instruction regarding the assets’ distribution, including potentially paying the balance of the Account or transferring the assets to the beneficiary or beneficiaries you designate. More details are available in the TOD Beneficiary Agreement.

37. **Third Party Information and Publications**

DriveWealth may make available publications, reports, and other information about securities and investment products available to Introducing Firm, which Introducing Firm may further provide to you, even though DriveWealth has not directed Introducing Firm to provide these materials to you. None of this information is personalized or in any way tailored to reflect your personal financial circumstances or investment objectives and the securities or investment strategies discussed might not be suitable for you. Therefore, you should not view the fact that DriveWealth might make this information available to Introducing Firm (which may send it to you) to be a recommendation to you of any particular security or investment strategy. You may not re-distribute such information and data without the prior approval of the appropriate party.

38. **Market Data**

DriveWealth may provide Introducing Firm certain content, information, or data that may include information or data relating to securities and the securities markets (“Market Data”), which it may in turn provide you. DriveWealth obtains Market Data from securities exchanges and markets, third party information providers, and other third parties that distribute or transmit Market Data. You may be required to enter into specific agreements

("Market Data Agreements") prior to receiving access to some Market Data. By agreeing to this Agreement or opening an Account, you agree and accept the terms of any such Market Data Agreements. These Market Data Agreements will be disseminated to you by Introducing Firm, as applicable.

If DriveWealth provides access to Market Data to Introducing Firm, which in turn provides Market Data to you, this does not grant you any rights over or in that Market Data except those rights expressly granted to you in the Market Data Agreements. Market Data is provided to you solely on the basis that you represent and warrant that you are a Non-Professional Subscriber as described within the Market Data Agreements and will remain as such.

DriveWealth may similarly provide access to its own proprietary market data (including but not limited to reference or indicative price, financial news, and other analytics). By agreeing to this Agreement, you understand that this data is not a recommendation from DriveWealth and any investment decisions should be made in consultation with your financial advisor. If access to this data is provided, DriveWealth does so as a service and does not attest to its accuracy. DriveWealth provides access to this market data for your personal use, and it should not be redistributed for use for others or the general public.

#### **39. English Language to Control**

This Agreement and all DriveWealth Materials shall be written in and executed in, and all other communications under or in connection with this Agreement shall be in, the English language. Any translation of this Agreement and DriveWealth Materials are not an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall control.

#### **40. Security Interest and Lien**

DriveWealth will have a continuing security interest in all Securities and Other Assets in the Account as security for payment of any charges relating to the administration or safekeeping of the Securities and Other Assets and/or failure to settle a Transaction by its due settlement date in accordance with this Agreement, without regard to whether DriveWealth has made loans with respect to such Securities and Other Assets. All such Securities and Other Assets shall be subject to a first, perfected and prior lien, security interest and right of set-off and are held as security by DriveWealth or its agents for the discharge of any charges relating to the administration or safekeeping of the Securities and Other Assets and/or failure to settle a Transaction by its due settlement date in accordance with this Agreement. In enforcing its security interest, DriveWealth shall have the discretion to determine which Securities and Other Assets are to be sold and the order in which they are to be sold and shall have all the rights and remedies available to a secured creditor under the Uniform Commercial Code of New Jersey as then in effect, in addition to the rights and remedies provided herein or otherwise by Applicable Law. Securities and Other Assets that you hold in a retirement account(s), which may include Individual Retirement Accounts (IRAs) or qualified plans, are not subject to this general lien; Securities and

Other Assets held in your retirement account(s) may only be used to satisfy your debt or other obligations to DriveWealth that relate to your retirement account(s).

#### **41. Account Activity Restrictions**

You understand that DriveWealth may, in its sole discretion, place trading, disbursement, or other restrictions on the Account as a result of certain circumstances including, but not limited to: (a) pursuant to a court order, tax levy or garnishment; (b) at the request of a government agency or law enforcement authority; (c) due to cash up-front restrictions including violations of Regulation T of the Federal Reserve Board and Good Faith Violations; (d) as permitted by Applicable Law; and (e) if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity or if DriveWealth receives reasonable notice that the ownership of assets in the Account is in dispute.

If there is a restriction on the Account at DriveWealth, Introducing Firm's use of the DriveWealth Platform and trading functions will also be restricted with respect to such Accounts. DriveWealth reserves the right to require cash or equity deposits, and to determine the adequacy of such deposit, prior to the lifting of a restriction and the resumed use of the DriveWealth Platform. DriveWealth is not responsible for any delay or failure to provide services to the Account while a restriction is in place, including the execution of any securities order if you lack sufficient funds in the Account or you delay or fail to make a required cash or equity deposit. DriveWealth is not liable for any trading losses, lost profits, tax obligations or other damages resulting from trading or disbursement restrictions imposed on the Account.

#### **42. Tax Consequences and Related Information: Non-U.S. Tax Obligations**

If you are not a United States-based person or are otherwise subject to the jurisdiction of a tax authority other than the United States Internal Revenue Service, you may be subject to laws, rules, regulations, withholding requirements, tax payments and other obligations related to the Account, the Transactions therein, and the amounts you pay to DriveWealth for the services provided hereunder ("Foreign Tax Rules"). You agree that, notwithstanding the letter of those Foreign Tax Rules, you shall be liable and responsible for compliance therewith, and shall indemnify and hold DriveWealth harmless from and against any tax obligations, interest, or penalties incurred by you or DriveWealth in connection therewith.

#### **43. Transfer of Excess Funds**

In the event multiple Accounts have been created for you at DriveWealth, you hereby authorize DriveWealth to transfer excess funds contained in one Account to any of your other Accounts for any reason, except in the event such transfer would conflict with Applicable Law, including the Commodity Exchange Act.

#### **44. Termination of Account**

By reviewing and accepting this Agreement, you authorize DriveWealth to act upon instructions concerning your Account from Introducing Firm without further investigation, including termination of the Account. Introducing Firm may instruct DriveWealth to close the Account, and DriveWealth may act on such liquidating Transaction and fund withdrawal instructions. If you desire to close the Account, instruct Introducing Firm, which will provide DriveWealth with the appropriate instructions. DriveWealth may at any time, with or without notice to you, terminate the Account or any of its features or change their nature, composition or availability.

Upon closure of your Account, you will be responsible for all obligations owed within the Account. You will only be allowed to liquidate and transfer property in Account upon its closure. Absent instruction, DriveWealth may liquidate the property in the Account and send you the funds. Termination of the Account or any feature will be effective immediately or at a later time as specified by DriveWealth, except that the relevant parts of this Agreement will remain in effect with respect to all Transactions then outstanding.

45. **Foreign Exchange**

In the event that any Transaction denominated in a foreign currency is entered into on your behalf by Introducing Firm or that the Account receives a dividend payment denominated in a foreign currency: (a) any profit or loss resulting from changes in the exchange rate affecting such currency will be borne by the Account; (b) if applicable, all initial and subsequent deposits for margin purposes shall be made in U.S. dollars, in such amounts as DriveWealth may, in its sole discretion, require; (c) DriveWealth is authorized to convert funds in the Account into and from such foreign currency at a rate of exchange determined by DriveWealth, in its sole discretion, on the basis of then prevailing money markets, and Introducing Firm shall be entitled to charge you for any expenses incurred in connection therewith; and (d) DriveWealth may, as applicable and as set forth in Introducing Firm's terms and conditions, accept and rely on instructions from Introducing Firm regarding the manner in which to convert funds to the relevant currencies, and in such instances, Introducing Firm is solely responsible for the final distribution of funds to you. You further understand that all of the foregoing may be done without any prior notice to you or Introducing Firm by way of deduction from the Account; any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver.

46. **Waiver, Assignment and Modification**

Except as specifically permitted in this Agreement, no provision of this Agreement will be deemed waived, altered, modified or amended unless agreed to in writing by DriveWealth. DriveWealth's failure to insist on strict compliance with this Agreement or any other course of conduct on our part will not be deemed a waiver of DriveWealth's rights under this Agreement. You may not assign this Agreement to any third party without the written consent of DriveWealth. Any assignment in violation of this Agreement shall be void. DriveWealth may assign any of its rights and obligations in this Agreement to its Affiliates and successors without giving you notice.

47. **New Jersey Law to Govern**

This Agreement shall be deemed to have been made in the State of New Jersey and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New Jersey without giving effect to the choice of law or conflict of law provisions thereof.

48. **Binding upon Customer's Estate**

If you are a natural person, you agree that your estate shall promptly notify DriveWealth and/or Introducing Firm (where applicable) in writing of your death and your guardian shall promptly notify DriveWealth and/or Introducing Firm (where applicable) in writing upon your incompetence. DriveWealth may request additional information and may provide such information to others (e.g. beneficiary, power of attorney, representative agent, etc.) in order to perform its obligations under this Agreement. You hereby agree that this Agreement and all the terms thereof shall be binding upon your heirs, executors, administrators, guardians, personal representatives and permitted assigns.

49. **Severability, Non-Waiver**

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.

50. **Entire Understanding**

This Agreement together with DriveWealth Materials and any other agreements you and DriveWealth enter into, as amended or supplemented from time to time, relating to the Account or to particular products or services, any procedures established by DriveWealth with respect to the use of the Account and terms contained on statements and confirmations sent to you by or on behalf of DriveWealth, contain the entire understanding between you and DriveWealth concerning the subject matter of this Agreement.

51. **Disclosure of Beneficial Ownership (Rule 14b-1(c))**

You acknowledge that Rule 14b-1(c) of the Securities Exchange Act, unless you object, requires DriveWealth to disclose to an issuer, upon its request, the name, addresses, and securities positions of account holders who are beneficial owners of that issuer's securities held by DriveWealth in nominee name. The issuer would be permitted to use your name and other related information for corporation communication only. If you wish to object, you agree to send your objection in writing to [support@drivewealth.com](mailto:support@drivewealth.com) with "Rule 14b-1(c)" in the subject.

52. **Bankruptcy or Attachment**

You agree to promptly notify DriveWealth in writing in the event of your bankruptcy or insolvency, and if you are not a natural person, of your reorganization, dissolution, termination or similar condition involving you or your parent company. If the Account is a joint account with two or more owners, each person indicated in the title to the Account who executes this Agreement (each, a “Joint Owner”), agrees to give DriveWealth written notice in the event of bankruptcy, insolvency, reorganization, dissolution or similar condition of any other Joint Owner. In the event that: (a) DriveWealth is advised of the involuntary application for protection under the applicable bankruptcy laws or the appointment of a receiver for you or your parent company or otherwise is informed of the insolvency, reorganization, dissolution or similar condition of you or your parent company; or (b) DriveWealth is served with any lien, levy, garnishment or similar process with respect to you or the Account, then DriveWealth may, but is not required to, immediately take any action which DriveWealth in its sole discretion may believe necessary or appropriate for its own protection, including without limitation, selling out any positions in the Account to satisfy any obligations you have to DriveWealth, without regard to any tax or other consequences of such action to you, with or without notice to you and without liability therefore.

**53. LIMITATION OF LIABILITY**

- (a) DRIVEWEALTH SHALL NOT BE LIABLE TO YOU IN CONNECTION WITH THE ENTERING, EXECUTION, HANDLING, SELLING OR PURCHASING OF SECURITIES AND OTHER ASSETS OR TAKING ANY OTHER ACTION FOR THE ACCOUNTS, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON ITS PART. DRIVEWEALTH’S LIABILITY TO YOU IN ANY SUCH EVENT SHALL BE LIMITED TO ACTUAL DAMAGES PROVEN WITH REASONABLE CERTAINTY, RESULTING SOLELY AND DIRECTLY FROM SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THAT ARE PROVEN TO HAVE BEEN WITHIN THE CONTEMPLATION OF THE PARTIES AS OF THE DATE OF EXECUTION OF THIS AGREEMENT.
- (b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DRIVEWEALTH SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER LOSSES (REGARDLESS OF WHETHER SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE). ALL RIGHTS AND LIMITATIONS ON LIABILITY AND OBLIGATIONS OF DRIVEWEALTH IN THIS AGREEMENT ARE FOR THE BENEFIT OF DRIVEWEALTH AND EACH OF ITS PRESENT AND FUTURE AFFILIATES, WHICH, FOR THOSE PURPOSES, SHALL BE THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
- (c) FOR TRANSACTIONS WHERE DRIVEWEALTH ACTS AS THE EXECUTING BROKER, THE AMOUNT OF ANY SUCH LIABILITY TO YOU SHALL BE LIMITED TO: (A) THE DIFFERENCE BETWEEN THE PURCHASE OR SALE PRICE AT WHICH YOUR ORDER WAS EXECUTED AND THE PRICE AT WHICH IT WOULD HAVE BEEN EXECUTED BUT FOR THE ERROR; AND (B) REASONABLE COSTS (LEGAL OR OTHERWISE) INCURRED BY YOU IN REMEDIATING THE ERROR.

- (d) DRIVEWEALTH SHALL HAVE NO LIABILITY TO YOU FOR CLAIMS WHERE SUCH CLAIM WAS CAUSED BY FAILURES ORIGINATING FROM INTRODUCING FIRM'S PLATFORM.
- (e) DRIVEWEALTH IS NOT RESPONSIBLE TO YOU FOR CLAIMS CAUSED BY: (A) ANY FAILURE OR DEFAULT OF ANY EXCHANGE, CLEARING HOUSE, OR OTHER CLEARING FIRM, MARKET OR EXCHANGE CONDITIONS, OR FOR DELAYS OR OMISSIONS CAUSED BY THE FOREGOING; (B) AS A RESULT OF DRIVEWEALTH'S RELIANCE ON ANY INSTRUCTIONS THAT IT REASONABLY BELIEVES TO BE BY AN INDIVIDUAL AUTHORIZED TO ACT ON YOUR BEHALF; (C) ANY ACTION OR INACTION BY DRIVEWEALTH IF IT REASONABLY BELIEVES SUCH ACTION OR INACTION IS NECESSARY TO COMPLY WITH APPLICABLE LAW; AND (D) DELAYS, ERRORS, OR FAILURES OF INTRODUCING FIRM, OR ITS AGENT, TO TIMELY OR APPROPRIATELY FACILITATE THE SETTLEMENT OF FUNDS.

54. **Indemnity**

DriveWealth shall not be liable for and you agree to reimburse, indemnify and hold DriveWealth and each of its directors, officers and employees and any person controlling or controlled by DriveWealth harmless from losses that result from: (a) you or Introducing Firm's misrepresentation, act or omission or alleged misrepresentation, act or omission; (b) DriveWealth's following your or Introducing Firm's directions or failing to follow your or their unlawful or unreasonable directions; (c) any of your actions or the actions of your previous advisers or custodian; and (d) the failure by Introducing Firm to perform its obligations to you as required by this Agreement, Applicable Law, regulation, or otherwise; and (e) the failure of any other person and/or entity (including Introducing Firm) not controlled by DriveWealth to perform its obligations to you.

You shall not hold DriveWealth, its members, Affiliates, officers, directors, employees, representatives or agents liable for any trading losses incurred by you or any persons claiming through you.

55. **Force Majeure**

DriveWealth shall not be liable for losses caused directly or indirectly by failure to perform, or delay in performance of any obligations under this Agreement caused by circumstances beyond its control, including, without limitation, by acts of government in its sovereign or contractual capacity, acts of civil or military authority, wars, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, earthquakes, fire, flood, pandemic and disease, measures of a government authority to address a pandemic or disease or other national emergencies including quarantine restrictions and limitation on business operations, exchange or market rulings, suspension of trading, acts of public enemies or terrorists, labor disputes, strikes, or shortages, supply shortages, failures of the mails or other communications systems, equipment or mechanical or electronic failure or power shortages or failures, software malfunctions, failure of third parties to follow instructions, for other causes commonly known as "acts of God", or for any other cause not reasonably within DriveWealth's

control, whether or not such cause was reasonably foreseeable. DriveWealth shall not be liable for losses caused by general market conditions that were not directly related to DriveWealth's violation of this Agreement. DriveWealth shall use reasonable efforts in line with acceptable industry practices to resume performance as soon as practicable under the circumstances.

56. **Headings**

The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

57. **Counterparts**

This Agreement may be executed in any number of counterparts by you, each of which will constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

58. **Arbitration**

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows: (a) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed; (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited; (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings; (d) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date; (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry; (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court; (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement; and (h) No person will bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein. Subject to the preceding disclosures, you agree that any and all controversies which may arise between you and DriveWealth and its Affiliates concerning the Account, any Transaction or the construction, performance or breach of this or any other agreement between you and DriveWealth, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this Agreement shall be determined before FINRA Dispute Resolution, Inc.



under the provisions of the Code of Arbitration of FINRA, or an exchange of which DriveWealth is a member in accordance with the rules of that particular regulatory agency then in effect. Arbitration must be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate. Judgment, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction.

**59. Feedback**

All suggestions, comments, or other feedback that may be provided by you to DriveWealth by whatever means, including by Introducing Firm, will be considered DriveWealth intellectual property and owned by DriveWealth. You assign all of your rights, including intellectual property rights in the feedback to DriveWealth. You agree to take all steps necessary to effect the foregoing ownership. DriveWealth, its vendors, licensors and agents may collect anonymous, statistical data about your use of and interactions with the DriveWealth Platform, including information gained through the use of tags and other means. You agree that we may use this data for purposes of improving the DriveWealth Platform, the user experience, and DriveWealth's other business purposes.

**PLEASE RETAIN A DUPLICATE COPY OF THIS ENTIRE AGREEMENT FOR YOUR RECORDS.**