

# Customer Account Agreement

*Effective Date: May 10, 2022*

## 1. **Introduction**

DriveLoyalty's Customer Account Agreement ("Agreement") contains important terms and conditions related to your brokerage Account with DriveLoyalty LLC, an SEC-registered broker-dealer and member FINRA/SIPC ("DriveLoyalty", "we", or "our", or "us"), and your use of your DriveLoyalty Account to transact in securities (the "Service"). DriveLoyalty is a wholly-owned subsidiary of DriveWealth Holdings, Inc. and an affiliate of DriveWealth, LLC.

By agreeing to this Agreement and opening or using a DriveLoyalty Account, you acknowledge and agree that you have carefully read, understood, and accepted these terms and conditions, that such action is the legal equivalent of manually signing the Agreement, and that you will be legally bound by the terms and conditions contained herein. It is your responsibility to check for updates to these terms and conditions and you agree to be bound by the terms and conditions as they are in effect at the time of your use.

You acknowledge the receipt of all regulatory notices and disclosures required by law, including the current Form CRS for DriveLoyalty and DriveWealth, the Customer Brokerage Account Agreement with DriveWealth, and all items provided in the Disclosure Library and our Privacy Policy.

This Agreement contains a pre-dispute arbitration clause at Section 52.

Securities products are not FDIC insured, not bank guaranteed and may lose value.

## 2. **Relationship Between You, DriveLoyalty and Your Clearing Firm DriveWealth**

DriveLoyalty is an introducing broker-dealer and has entered into an agreement with DriveWealth, LLC ("DriveWealth"), pursuant to which DriveWealth will act as the clearing firm for DriveLoyalty and will carry your Account on a fully-disclosed basis. Pursuant to this Agreement, you understand, acknowledge and agree that:

- (a) DriveWealth carries your Account and is responsible for the clearing and bookkeeping of transactions, but is not otherwise responsible for the conduct of DriveLoyalty. DriveLoyalty as your introducing firm provides order instructions concerning your Account to DriveWealth, which instructions DriveWealth may accept without inquiry or investigation. DriveWealth shall look solely to DriveLoyalty unless otherwise directed by DriveLoyalty, and not to you, with respect to any such orders or instructions; except that DriveWealth will deliver confirmations, statements, and all written

or other notices with respect to your Account directly to you with copies to or made available to DriveLoyalty, and that DriveWealth will look directly to you or DriveLoyalty for delivery of margin, payment or securities. You agree to hold DriveLoyalty harmless from and against any losses arising in connection with the delivery or receipt of any such communication(s), provided DriveLoyalty has acted in accordance with the above.

- (b) Your DriveLoyalty Account is entirely self-directed and you are solely responsible for any and all orders placed in your Account, for your investment decisions, and for determining the suitability of any particular transaction, security, or investment strategy. You agree that all orders entered by you, or placed on your behalf, are based on your own investment decisions.
- (c) DriveLoyalty 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.
- (d) You appoint DriveLoyalty as your agent for the purposes of carrying out your directions and instructions to DriveWealth in accordance with this Agreement, including all instructions you deliver or cause to be delivered to DriveLoyalty. You authorize DriveLoyalty to open or close your Account, place and withdraw orders, and take such other steps as are reasonable to carry out your instructions or directions.

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

(a) Subject to Applicable Law, DriveLoyalty may change or modify this Agreement at any time by sending or posting a revised version to <https://legal.drivewealth.com/DriveLoyalty>. 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 use or maintenance of your DriveLoyalty Account 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**

Capitalized terms shall have the following meanings as used in this Agreement:

- “Account” means the brokerage account created by you with DriveLoyalty, subject to this Agreement.
- “Account Information” shall have the meaning assigned to it in Section 9 of the Agreement.
- “Agreement” means this DriveLoyalty Customer Account Agreement.
- “Applicable Jurisdiction” means the jurisdiction in which you reside.
- “Applicable Law” means all federal securities laws and regulations, the applicable laws and regulations of any state or jurisdiction, the rules of any applicable self-regulatory organization of which DriveLoyalty and DriveWealth are members and rules, regulations, customs, and usages of the exchange or market or clearing house, if any, where transactions are executed.
- “Disclosure Library” means the disclosure and other documents available at <https://legal.drivewealth.com/DriveLoyalty>.
- “DriveLoyalty”, “we”, or “our”, or “us” means DriveLoyalty LLC.
- “DriveLoyalty Affiliate” means any entity that controls, is controlled by, or under common control of DriveLoyalty, including DriveWealth, and any such entities that may become an affiliate of DriveLoyalty during the period this Agreement is in effect.
- “DriveLoyalty Materials” means any document, form, or other written material prepared by DriveLoyalty or a DriveLoyalty Affiliate related to your Account, including this Agreement, our Privacy Policy, and any materials found in the Disclosure Library.
- “DriveWealth” means DriveWealth, LLC.
- “Effective Date” means the date of this Agreement.
- “Fees” shall have the meaning assigned to it in Section 15 of the Agreement.
- “FDIC” means the Federal Deposit Insurance Corporation.
- “Foreign Tax Rules” shall have the meaning assigned to it in Section 35 of the Agreement.
- “Good Deliverable Form” shall have the meaning assigned to it in Section 6(n) of the Agreement.
- “Joint Owner” shall have the meaning assigned to it in Section 45 of the Agreement.

- “Losses” shall have the meaning assigned to it in Section 6(o) of the Agreement.
- “Market Data” shall have the meaning assigned to it in Section 31 of the Agreement.
- “Market Data Agreements” shall have the meaning assigned to it in Section 31 of the Agreement.
- “Obligations” has the meaning assigned to it in Section 6(k) of the Agreement.
- “Restricted Securities” shall have the meaning assigned to it in Section 6(n) of the Agreement.
- “SEC” means the U.S. Securities and Exchange Commission.
- “Securities and Other Assets” includes but is not limited to, any money, securities, and other property which may be held in your Account.
- “Securities Professional” is defined to include an individual who, if working in the United States, is:
  - (a) registered or qualified with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association.
  - (b) engaged as an “investment advisor” as that term is defined in Section 202 (a) (11) of the Investment Advisor’s Act of 1940 (whether or not registered or qualified under that Act), or
  - (c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt.

A person who works outside of the United States will be considered a “Securities Professional” if he or she performs the same functions as someone who would be considered a “Securities Professional” in the United States.
- “Service” shall have the meaning assigned to it in Section 1 of the Agreement.
- “SIPC” means the Securities Investor Protection Corporation.
- “Third Party Service Providers” shall have the meaning assigned to it in Section 25 of the Agreement.
- “Trusted Contact Person” shall have the meaning assigned to it in Section 27 of the Agreement.

## 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.
- (c) You have notified DriveLoyalty, and DriveWealth, 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 the Account.
- (h) You have provided accurate and truthful personal and profile information, and you agree to keep such information updated at all times. You authorize DriveLoyalty as your introducing firm to provide to DriveWealth information related to you in order to establish and maintain your Account. 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 (2) days from the date confirmations are sent or within ten (10) 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, DriveLoyalty 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 DriveLoyalty or DriveWealth may discontinue your Account or any services related to your Account immediately by providing written notice to you. If DriveLoyalty or DriveWealth 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 DriveLoyalty's other rights under this Agreement or otherwise. "Obligations" includes all indebtedness, debit balances, liabilities, or other obligations of any kind of you to DriveLoyalty or DriveWealth, whether now existing or hereafter arising. Neither DriveLoyalty nor DriveWealth will 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 canceled, closed, or terminated for any reason and thereafter DriveLoyalty 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 DriveLoyalty Affiliate.
- (m) You agree to promptly return to DriveLoyalty 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 DriveLoyalty on your behalf to pay such dividend/distribution to the entitled purchaser of the securities, and guarantee to promptly reimburse DriveLoyalty for, or deliver to DriveLoyalty, 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 DriveLoyalty 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 DriveLoyalty must be advised of the status of the securities and furnished with the necessary documents (including opinions of legal counsel, if DriveLoyalty 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 DriveLoyalty for, any delays, expenses, losses and damages (including reasonable attorneys’ fees and court costs and expenses) (“Losses”) incurred by DriveLoyalty 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, DriveLoyalty reserves the right to reject or refuse any transaction that attempts the sale or transfer of Restricted Securities at DriveLoyalty’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 (4) or more day trades within five (5) business days, provided the number of day trades are more than six (6) 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/DriveLoyalty>.

## **7. Service Provided by DriveLoyalty**

As an introducing firm, DriveLoyalty provides certain services to you by and through the relationship with DriveWealth as its clearing firm. DriveLoyalty will introduce your Account to DriveWealth, which

will clear and settle all transactions for your Account on a fully-disclosed basis. DriveWealth holds your Account and is responsible for the clearance, settlement and maintenance of books and records related to all transactions for your Account, including the delivery of all trade confirmations and Account statements to you.

### **Trading and Execution**

DriveLoyalty has partnered with its affiliated clearing firm, DriveWealth, which we believe has the experience, knowledge and relationships required to provide you with best execution in relation to your orders.

- (a) **Self-Directed Accounts Only.** Accounts are solely self-directed brokerage accounts. You appoint DriveLoyalty as your agent for the purpose of carrying out any instructions submitted by your Account. DriveLoyalty may rely on any instructions for actions taken with respect to your Account that we believe are authorized, regardless of how those instructions have been transmitted to us.
- (b) **Orders.** You authorize us to place, withdraw, or modify orders in accordance with the instructions submitted to us through your Account, or take any other such actions as we deem reasonable to carry out those instructions. You are solely responsible for orders placed through your Account. Granting access to your Account or ability to submit instructions to us to any third party is done solely at your own risk. You understand and acknowledge that when you place orders through us, those orders may be sent directly to a market center without being viewed by any DriveLoyalty or DriveWealth representative. Due to many factors, including changing market conditions or technical or operational limitations, we cannot guarantee that orders will be placed, withdrawn, or modified as instructed.
- (c) **Order Type.** For information regarding how your order is marked for execution purposes by DriveWealth and the resulting implications to you, please refer to DriveWealth's trading disclosures.
- (d) **Modification or Cancellation of Orders.** Once you have placed an order, there is no guarantee that DriveLoyalty will be able to complete any subsequent request to cancel or modify that order. DriveLoyalty is not liable to you if any request to cancel or modify an order is not completed as requested.
- (e) **Securities Offered.** You understand that DriveLoyalty may, for any reason and at any time in its sole discretion, change the list of securities available for purchase or sale without any prior notice to you. You understand that in the event a security held in your Account is no

longer offered by DriveLoyalty, you may need to liquidate and/or transfer your holdings in such security.

- (f) **Purchases.** It is your obligation to pay for all securities ordered for purchase by your Account in full immediately or on demand. We may, in our discretion, require full payment in cleared funds prior to accepting any order. If you do not have sufficient funds in your Account to pay for any order to purchase securities, such order may be rejected. If you do not provide sufficient funds to cover a purchase of securities, we may, in our sole discretion and without notice to you, (i) pull funds from any other account held by you at DriveLoyalty or a DriveLoyalty Affiliate or (ii) liquidate any assets in your Account to cover the purchase price of such securities.
- (g) **Sales.** You may only sell those securities that are owned by you and held by your Account at the time of sale, and we will only accept orders to sell securities if you own and hold such securities. You will deliver any securities sold from your Account. If the security is not received on or before the settlement date, or as market conditions warrant, DriveLoyalty or DriveWealth, in its sole discretion and without notice, may purchase the security on the open market for your Account (commonly known as “buying in”) and may pull funds from any other account held by you at DriveLoyalty or a DriveLoyalty Affiliate or liquidate any assets in your Account in order to pay for such purchase. In the event a security is bought in, you will be responsible for all resulting losses incurred by DriveLoyalty. Proceeds from a sale of securities from your Account will not be paid to you or placed in your Account until we have received the security and the settlement of the trade is complete.
- (h) **Trade Acceptance.** DriveLoyalty may refuse to accept an order and/or refuse to execute a trade 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.
- (i) **Trade Capacity.** DriveLoyalty, through its clearing firm, 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 will be accepted and routed to regulated broker-dealers for execution. Cancellation of a market order is not guaranteed and may not be available in all instances.

When trading as principal for its own account, DriveLoyalty or a DriveLoyalty Affiliate may make a profit or incur a loss on each trade. Additionally, we 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.

- (j) **Order-Routing.** You understand that DriveWealth, as your clearing firm, has sole discretion over the market center to which an order is routed and the manner in which the order is handled. In determining the market center to which an order is directed, DriveWealth considers a variety of factors, including the speed of execution, price improvement opportunities (executions at prices superior to the then prevailing inside market), automatic execution guarantees, liquidity enhancement, the availability of efficient and reliable order-handling systems, the level of service provided, the cost of executing orders, the availability and amount of payments for routing order flow to the market center, and reciprocal business arrangements. Certain orders may be subject to manual review and entry, which may cause delays in the execution and may cause the orders to be executed at prices that are significantly different from the quotes provided at order entry. In accordance with Exchange Act Rule 606, DriveWealth makes available a report detailing the material market centers to which it routes orders and any material relationships with those market centers.
  
- (k) **Best Execution.** DriveLoyalty and its affiliates use 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 DriveWealth, our affiliated executing broker who in turn sends orders to various exchanges or market centers. In deciding where to send an order, the executing broker 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." DriveLoyalty and DriveWealth continuously seek the best price in the market and assess 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. Price improvement is available depending on the market conditions.
  
- (l) **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, DriveLoyalty or a DriveLoyalty Affiliate may receive monetary rebates. The amount rebated varies depending on the agreement reached with each market venue and will be furnished upon request. DriveLoyalty Affiliates, including DriveWealth, may also receive and share with us certain amounts as compensation for directing orders in securities to particular market centers for execution.

- (m) **Fractional Trading.** DriveLoyalty, through 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 for risks applicable to Fractional Trading.

DriveLoyalty or DriveLoyalty Affiliates may, in accordance with Applicable Law, vote proxies for shares of securities held in the Account as your nominee where DriveLoyalty 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, DriveLoyalty or DriveLoyalty Affiliates 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 DriveLoyalty or a DriveLoyalty Affiliate.

## **8. Services Not Provided by DriveLoyalty**

- (a) Your account is solely self-directed. You appoint DriveLoyalty as your agent for the purpose of carrying out any instructions submitted for your Account. We rely on any instructions for actions taken with respect to your Account that we believe are authorized, regardless of how those instructions have been transmitted to us. We do not make any recommendations with respect to your Account and we have no discretionary authority to initiate transactions in your Account absent your instructions.
- (b) DriveLoyalty will not execute any orders that you submit, but rather will transmit orders to DriveWealth as our clearing firm for execution. Under no circumstances will DriveLoyalty act in any other capacity and a transaction will arise between you and DriveWealth in all instances for the purpose of executing your orders.

- (c) DriveLoyalty 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 DriveLoyalty.
- (d) DriveLoyalty 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 DriveLoyalty should not be considered financial, legal, or tax advice, or a solicitation to buy or sell a particular security. You should consult with your financial professional, attorney, or tax professional regarding the specifics of your Account.
- (e) You shall not hold DriveLoyalty, 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.
- (f) DriveLoyalty is not acting as your advisor or fiduciary with respect to the Account or any related transactions.
- (g) No information in this Agreement or DriveLoyalty 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, DriveLoyalty 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 a DriveLoyalty 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 DriveLoyalty did not solicit, promote, or otherwise prompt or induce you to create a brokerage account;
- (b) DriveLoyalty 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 to determine 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 DriveLoyalty 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 DriveLoyalty 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 DriveLoyalty under Applicable Law.

You authorize DriveLoyalty 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 DriveLoyalty 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. DriveLoyalty 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**

DriveLoyalty's Client Relationship Summary (Form CRS) provides information about key questions, the types of services DriveLoyalty 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. Types of Accounts**

You may have different types of Accounts at DriveLoyalty or a DriveLoyalty Affiliate, each with their own characteristics and risks. The below list of Account types may not be inclusive of every type of account offered. 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 and we may not offer every account type to you.

#### **Cash Account**

Cash accounts are brokerage accounts in which you must pay the full amount of securities purchased and you cannot borrow funds from DriveLoyalty or a DriveLoyalty Affiliate 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 a clearing firm, in this case DriveWealth, for part of your transactions, with the Securities and Other Assets in the Account pledged as collateral to secure the loan.
- (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. DriveWealth may give DriveLoyalty the ability to extend margin to certain customers. However, DriveLoyalty may elect not to offer margin lending to you. In the event margin is not provided, you are obligated to pay for each transaction in your margin account in full by settlement date.
- (d) If DriveLoyalty elects to extend margin lending to you, we may require you to agree to additional terms and conditions.

#### **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 DriveLoyalty 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 DriveLoyalty as if each joint account holder were the sole account holder, all without notice to the other joint Account owner. In the case of joint accounts, liability for the Account shall be joint and several among account holders.
- (b) You agree that DriveLoyalty 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. DriveLoyalty shall be under no obligation to inquire into the purpose of any such demand 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 DriveLoyalty written notice thereof, and DriveLoyalty 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. DriveLoyalty 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 across jurisdictions.

### **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. 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 he (she) is 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 DriveLoyalty, upon request, with information and documentation it may require to contact the beneficiary. The custodian instructs DriveLoyalty, 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 DriveLoyalty may restrict the custodian's access to the Account upon termination of the custodianship. DriveLoyalty 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)**

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 (<https://www.investor.gov/additional-resources/retirement-toolkit/self-directed-plans-individual-retirement-accounts-iras>) or the IRS Retirement Plans Page (<https://www.irs.gov/retirement-plans/individual-retirement-arrangements-iras>).

#### **14. Security of your Account**

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 DriveLoyalty immediately if you believe your Account has been compromised so appropriate action may be taken. If you permit an authorized person to make a Transaction, even if the amount of actual use exceeds the amount you authorized, DriveLoyalty 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 (including by way of deduction from the Account). If DriveLoyalty 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 including, but not limited to, initiating a freeze on trading, hold on assets, or otherwise locking down the Account.

## 15. Fees

DriveLoyalty establishes the fees that it charges you for its services to you.

- (a) **Commissions and Fees:** We may charge your Account for trade charges, brokerage commissions, mark-ups and other fees for the Service (the “Fees”). Fees may be implemented or increased from time to time, at our sole discretion. In the event that a Fee is implemented or changed, we will give you prior notice if possible. If not possible, notice will be given to you as soon as practicable after the change is implemented. You acknowledge that you have reviewed the Fees and that they constitute reasonable compensation for DriveLoyalty’s services provided to you.
- (b) **Taxes:** You are responsible for and will pay any applicable taxes, duties and fees, including any interest and penalties with respect thereto, which may be assessed under present or future laws in connection with your Account. You are responsible for reporting all proceeds of sale transactions, dividends paid, or other amounts in your Account to all appropriate national, regional, or local taxing authorities.
- (c) **Deduction of Commissions, Fees and Taxes:** We may deduct all Fees, charges, expenses, disbursements and taxes as described above directly from your Account or any other account held by you at DriveLoyalty or a DriveLoyalty Affiliate. You grant DriveLoyalty express legal authority to use, liquidate or transfer any and all securities, assets or other property in your Account as needed to satisfy any amounts owed by you arising in connection with your Account, to the extent permitted by law, or to instruct DriveWealth to effect any such transaction. You understand, in such instances, that DriveWealth is performing collection services at our instruction. 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 us.
- (d) **Additional Fees:** 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 DriveLoyalty, such as Account transfer fees, inactivity fees, and other legal transfer charges. Additionally, certain fees charged to DriveLoyalty and/or 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, DriveLoyalty may instruct DriveWealth to liquidate assets to cover such negative balance without notice.

## **16. Payment and Settlement**

You accept full responsibility for the content and accuracy of instructions placed for your Account 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 you are making a representation that (a) you own the security with respect to which the sale order has been placed and (b) if you do not have the security in your possession at the time you place the sell order, DriveLoyalty or DriveWealth shall arrange delivery of the security to DriveWealth by settlement date in Good Deliverable Form. If you fail 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. DriveLoyalty and DriveWealth reserve 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.

## **17. Cash Management Program**

DriveLoyalty offers automatic investment or deposit (“sweep”) of available free credit (cash) balances in your Account pursuant to the terms of our cash management program and by opening the Account you are agreeing to the selected cash management program. DriveLoyalty and/or its Affiliates charge fees for these services and we may earn compensation on your available free credit balances and may receive compensation from your decision to transact in certain securities. More information on DriveWealth’s compensation is available in our Form CRS.

By participating in a sweep program you authorize DriveLoyalty 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. DriveLoyalty’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. We will notify you in writing if new Cash Management Programs are made available or there are material changes to the offered Cash Management Programs.

## **18. Investment Products**

DriveLoyalty supports various types of investment products within an Account; the range of available products may vary from time to time in our sole discretion. We will communicate with you if there are any changes that impact your Account. 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. If a security held in your Account is not supported or is no longer supported by DriveLoyalty or its Affiliates, you understand that we may liquidate the security position and credit the Account with the corresponding cash, or otherwise facilitate liquidating-only orders in such position. DriveLoyalty has no obligation to provide services to your Account with respect to securities which are not supported by us. Before making any investment you should carefully evaluate if a product is suitable for your individual needs, financial situation, and risk tolerance. We do 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.

## **19. Third Party Vendors**

In certain instances, DriveLoyalty 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. DriveLoyalty will remain responsible for supervising and ensuring that any outsourced functions are provided in accordance with Applicable Law.

**20. Authorization to Share Information**

You authorize DriveLoyalty 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.

**21. Monitoring Communications**

You acknowledge and agree that DriveLoyalty may monitor and record telephone and any other communications between DriveLoyalty and you regarding your Account that occur over any network, including telephone, cable and wireless networks and the Internet, and DriveLoyalty 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 DriveLoyalty's Privacy Policy and the relevant laws of any impacted jurisdiction.

**22. SIPC**

DriveLoyalty 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.

**23. Communications with DriveWealth**

You agree and accept that DriveLoyalty may designate the manner in which you must send different types of communications (including changes in your contact information) to DriveLoyalty and the addresses to be used for that purpose. Under normal circumstances, all communications regarding your Account should be provided directly to us and we should always be your primary source to contact if there are any questions regarding your Account. DriveLoyalty need not act upon any communications transmitted in a manner inconsistent with such designations, and DriveLoyalty 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. DriveLoyalty will have no liability for relying on any directions from, or document signed by, any person that DriveLoyalty 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.

## **24. 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. DriveLoyalty takes security measures that it believes are appropriate to protect the confidentiality of information communicated related to your Account. 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 DriveLoyalty unless you are certain that the transmission will be secure and encrypted. 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 DriveLoyalty is not responsible for any loss or damages that occur as a result, such as losses or damages arising from unauthorized access.

## **25. 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 DriveLoyalty 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 DriveLoyalty 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, or by 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 us; 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.

## **26. Review of Materials**

You agree to timely review all Materials sent to you and to promptly notify DriveLoyalty 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 DriveLoyalty does not receive written objection from you within two (2) days in the case of trade confirmations, and ten (10) days in the case of account statements, after delivery to you. DriveLoyalty reserves the right to determine the validity of any objection.

## **27. Trusted (Alternative) Contact Person**

To the extent that you have provided DriveLoyalty with the name and contact information for one or more trusted contact person(s) ("Trusted Contact Person") you authorize DriveLoyalty, 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 DriveLoyalty 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. DriveLoyalty is not required to contact you prior to contacting a Trusted Contact Person. To the extent you would like to provide DriveLoyalty 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, DriveLoyalty in its review of your Account. You may add, remove, or change the Trusted Contact(s) at any time by contacting DriveLoyalty or DriveWealth, which, as clearing firm and custodian, maintains books and records on behalf of your Account.

## **28. Inactive Accounts and Abandoned Property**

Where the Account has not initiated any activity for an extended period and we have been unable to contact you after reasonable attempts, the Account may be designated as "abandoned" and/or "unclaimed." Thereafter, the Securities and Other Assets in the Account may be liquidated and

transferred to your designated beneficiary 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.

### **29. 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 DriveLoyalty adds a Transfer on Death (“TOD”) designation to the Account. If DriveLoyalty receives proof of your death, DriveLoyalty may distribute assets directly to the account of the beneficiary if the beneficiary has a DriveLoyalty 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 DriveLoyalty 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.

### **30. Third Party Information and Publications**

DriveLoyalty may make available publications, reports, and other information about securities and investment products available to you, some of which may be prepared by affiliated or independent third parties. 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 DriveLoyalty might make this information available 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.

### **31. Market Data**

DriveLoyalty may provide you with certain content, information, or data relating to securities and the securities markets that constitutes “Market Data.” DriveLoyalty and/or its Affiliates obtain 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 as applicable.

If DriveLoyalty provides you with access to Market Data, 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.

DriveLoyalty 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 DriveLoyalty and any investment decisions should be made in consultation with your financial advisor. If access to this data is provided, DriveLoyalty does so as a service and does not attest to its accuracy. DriveLoyalty provides access to this Market Data for your personal use, and it should not be redistributed for use for others or the general public.

### **32. English Language to Control**

This Agreement and all DriveLoyalty 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 DriveLoyalty 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.

### **33. Security Interest and Lien**

DriveLoyalty 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 DriveLoyalty 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 DriveLoyalty 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, DriveLoyalty 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 DriveLoyalty that relate to your retirement account(s).

### **34. Account Activity Restrictions**

You understand that DriveLoyalty 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 DriveLoyalty receives reasonable notice that the ownership of assets in the Account is in dispute.

DriveLoyalty 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 your Account. DriveLoyalty 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. DriveLoyalty is not liable for any trading losses, lost profits, tax obligations or other damages resulting from trading or disbursement restrictions imposed on the Account.

### **35. 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 DriveLoyalty 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 DriveLoyalty harmless from and against any tax obligations, interest, or penalties incurred by you or DriveLoyalty in connection therewith.

### **36. Transfer of Excess Funds**

In the event multiple Accounts have been created for you at DriveLoyalty or a DriveLoyalty Affiliate, you hereby authorize DriveLoyalty 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.

### **37. Termination of Account**

If you desire to close the Account, please instruct DriveLoyalty, in writing, with the appropriate instructions. DriveLoyalty 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, DriveLoyalty 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 DriveLoyalty, except that the relevant parts of this Agreement will remain in effect with respect to all Transactions then outstanding.

### **38. Foreign Exchange**

In the event that any Transaction denominated in a foreign currency is entered into your Account, or 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 DriveLoyalty may, in its sole discretion, require;
- (c) DriveLoyalty is authorized to convert funds in the Account into and from such foreign currency at a rate of exchange determined by DriveLoyalty, in its sole discretion, on the basis of then prevailing money markets, and shall be entitled to charge you for any expenses incurred in connection therewith; and
- (d) the foregoing may be done without any prior notice to you and any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver.

### **39. 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 DriveLoyalty. DriveLoyalty'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 DriveLoyalty's rights under this Agreement. You may not assign this Agreement to any third party without the written consent of DriveLoyalty. Any assignment in violation of this Agreement shall be void. DriveLoyalty may assign any of its rights and obligations in this Agreement to its Affiliates and successors without giving you notice.

**40. 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.

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

If you are a natural person, you agree that your estate shall promptly notify DriveLoyalty in writing of your death and, in the event of your physical or mental incapacitation, your guardian shall promptly notify DriveLoyalty in writing upon your incompetence. DriveLoyalty 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.

**42. 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.

**43. Entire Understanding**

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

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

You acknowledge that Rule 14b-1(c) of the Securities Exchange Act, unless you object, requires DriveLoyalty 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 DriveLoyalty 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@DriveLoyalty.com with "Rule 14b-1(c)" in the subject.

#### **45. Bankruptcy or Attachment**

You agree to promptly notify DriveLoyalty 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 DriveLoyalty written notice in the event of bankruptcy, insolvency, reorganization, dissolution or similar condition of any other Joint Owner. In the event that:

- (a) DriveLoyalty 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) DriveLoyalty is served with any lien, levy, garnishment or similar process with respect to you or the Account, then DriveLoyalty may, but is not required to, immediately take any action which DriveLoyalty 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 DriveLoyalty, without regard to any tax or other consequences of such action to you, with or without notice to you and without liability therefore.

#### **46. LIMITATION OF LIABILITY**

- (a) DRIVELOYALTY 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. DRIVELOYALTY'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, DRIVELOYALTY 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 DRIVELOYALTY IN THIS AGREEMENT ARE FOR THE BENEFIT OF DRIVELOYALTY AND EACH OF ITS PRESENT

AND FUTURE AFFILIATES, WHICH, FOR THOSE PURPOSES, SHALL BE THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

- (c) FOR TRANSACTIONS WHERE DRIVELOYALTY ACTS AS THE INTRODUCING 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 PLACED 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) DRIVELOYALTY IS NOT RESPONSIBLE TO YOU FOR CLAIMS CAUSED BY: (A) ANY FAILURE OR DEFAULT OF ANY EXCHANGE, CLEARING HOUSE, OR CLEARING FIRM, MARKET OR EXCHANGE CONDITIONS, OR FOR DELAYS OR OMISSIONS CAUSED BY THE FOREGOING; (B) AS A RESULT OF DRIVELOYALTY'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 DRIVELOYALTY IF IT REASONABLY BELIEVES SUCH ACTION OR INACTION IS NECESSARY TO COMPLY WITH APPLICABLE LAW; AND (D) DELAYS, ERRORS, OR FAILURES OF OTHER PARTIES OR ENTITIES TO TIMELY OR APPROPRIATELY FACILITATE THE SETTLEMENT OF FUNDS.

#### **47. Indemnification**

DriveLoyalty shall not be liable for and you agree to reimburse, indemnify and hold DriveLoyalty and each of its directors, officers and employees and any person controlling or controlled by DriveLoyalty harmless from losses that result from:

- (b) you or your agent's misrepresentation, act or omission or alleged misrepresentation, act or omission;
- (c) DriveLoyalty's following your or your agent's directions or failing to follow your or their unlawful or unreasonable directions;
- (d) any of your actions or the actions of your previous advisers or custodian; and
- (e) the failure by you or any other person and/or entity not controlled by DriveLoyalty to perform its obligations to you.

#### **48. Force Majeure**

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

#### **49. 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.

#### **50. 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.

#### **51. Feedback**

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

## 52. Pre-Dispute Arbitration

(f) 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 twenty (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.
- (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 DriveLoyalty and its

Affiliates concerning the Account, any Transaction or the construction, performance or breach of this or any other agreement between you and DriveLoyalty, 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 DriveLoyalty 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.

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