



Ally Invest Securities  
PO BOX 30248, Charlotte, NC 28230  
Phone 855.880.2559 Fax 866.699.0563  
Member FINRA/SIPC [www.ally.com/invest](http://www.ally.com/invest)

Please use this package to open an Ally Invest Trust account

Once your application has been accepted, you will receive an email in 3-5 business days with account and credential information. If anything else is required, we will email you at the address provided in your application.

The Ally Invest Customer Agreement contains the terms and conditions applicable to all Ally Invest accounts. Please read it carefully and retain it for your records.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

A US Social Security Number or Tax ID is always required to open an account. We cannot open an account for you if you reside outside of the United States.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying document.



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## Trust Account Application Checklist

### Cash Account:

1. Copy of the following pages from the Trust: title page, signatory page, pages indicating powers of trustee and what investments can be done on behalf of the Trust, page indicating a successor trustee, and any amendments to the Trust Agreement.
2. Investment Account Application signed by ALL Trustees (enclosed).
3. Certification of Trust and Investment Powers and Trustee Certification (enclosed).

### Option Account Checklist:

1. All items included under "Cash Account"
2. Trust or Trust Certification/Amendment must include explicit authorization to open an option account.
3. Option Account Agreement and Application accessible at:  
<https://www.ally.com/content/dam/pdf/invest/option-account-agreement.pdf> signed by ALL Trustees.

### Margin Account Checklist:

1. All items included under "Cash Account".
2. Trust and Trust Certification/Amendment must include explicit authorization to open a margin account.
3. Customer Margin & Short Account Agreement accessible at:  
<https://www.ally.com/content/dam/pdf/invest/margin-agreement.pdf> printed, completed and signed by ALL Trustees.

Once you complete the forms, you can return them by fax, mail or online using your existing investment account.

FAX  
866.699.0563

Mail  
Ally Invest Securities  
PO BOX 30248  
Charlotte, NC 28230

Online  
Log into an existing account,  
select Investments and choose  
Document Upload

Included in this package:  
Ally Invest Securities Form CRS - Customer Relationship Summary V2  
Ally Invest/Apex Clearing Trust Account Investment Account Applications 052024  
Apex Clearing Certification of Trust & Investment Powers 072018  
Ally Invest Trustee Certification V2  
Ally Invest Securities LLC Customer Agreement V27  
Ally Invest Online Services Agreement V12  
Ally Invest Business Continuity Plan V9  
Apex Clearing Privacy Policy 102023  
Ally U.S. Consumer Privacy Notice - Share 012025  
Ally California Opt-Out Form 012025

# Ally Invest Securities

## Form CRS – Customer Relationship Summary



Ally Invest Securities (AIS or we) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. Brokerage and investment advisory services and fees differ, and it is important that you understand the differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

### What investment services and advice can you provide me?

We offer a broad range of self-directed, online, non-discretionary brokerage services that provide customers the ability to invest in a wide array of investment products, such as corporate equity securities, fixed income (including corporate, agency, municipals, Treasuries, STRIPS and other zeros, and certificates of deposit), exchange-traded funds (ETFs), mutual funds, and options.

Customers may participate in securities lending through the Securities Income Program, offered through our clearing firm, Apex Clearing Corporation. For more information, visit [www.ally.com/invest/self-directed-trading/securities-income-program](https://www.ally.com/invest/self-directed-trading/securities-income-program).

We provide customers access to pass-through deposit insurance on uninvested funds via the FDIC-Insured Sweep Program, also offered through Apex. For more information, visit [www.ally.com/content/dam/pdf/invest/fdic-terms-conditions.pdf](https://www.ally.com/content/dam/pdf/invest/fdic-terms-conditions.pdf). Certain conditions must be satisfied for pass-through deposit insurance coverage to apply. For a list of Program Banks where program funds are held, please visit [apexfintechsolutions.com/legal/disclosures/banksweep-bank-list](https://apexfintechsolutions.com/legal/disclosures/banksweep-bank-list). Neither AIS nor Apex is an FDIC-insured bank, and the FDIC's deposit insurance only covers failure of insured banks, such as the Program Banks. AIS securities products are not insured by the FDIC, are not deposits, and may lose value.

We provide research and market analysis tools paired with a library of informational articles to help you improve your understanding of strategies and financial markets. However, **we do not offer investment recommendations** or accept discretionary authority over customer accounts, nor do we monitor the performance of our customers' investments. As a self-directed brokerage customer, you make the ultimate decision regarding the purchase or sale of an investment.

Apart from the self-directed brokerage services described above, we also act as broker-dealer of record for accounts managed by our affiliate, Ally Invest Advisors (AIA).

#### Conversation Starters

For answers to the following questions, please visit [www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf](https://www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf).

- Given my financial situation, should I choose a brokerage service? Why or why not?
- How will you choose investments to recommend to me?
- What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?

### What fees will I pay?

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

We do not charge transaction-based fees for trades in most U.S. stocks and ETFs. We do, however, charge transaction-based fees for trades in options, fixed income products, mutual funds, securities of non-U.S. companies, and low-priced securities (meaning under \$2/share). Customers will be charged more when there are more trades of these products in their accounts, and we may therefore have an incentive to encourage customers to trade these products often.

Apart from transaction-based fees, we also charge fees for account transfers, broker-assisted trades, paper confirmations and statements, IRA closures, and maintaining non-transferable securities in your account. For more detailed information about the fees you will pay, please visit [www.ally.com/go/invest/commissions-and-fees/](https://www.ally.com/go/invest/commissions-and-fees/).

#### Conversation Starters

For answers to the following questions, please visit [www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf](https://www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf).

- Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

### What are your legal obligations to me when providing recommendations? How else does your firm make money and what conflicts of interest do you have?

We **do not** provide recommendations. The way we make money creates some conflicts with your interests. You should understand and ask us about conflicts because they can affect the services we provide you. Here are some examples to help you understand what this means.

- We maintain commercial relationships with certain investment companies, including BlackRock, WisdomTree, and Global X, from whom we make money. Our relationships with certain fund families do not impact the availability to our customers of mutual funds from other fund families.
- We also receive payments for routing orders to other broker-dealers, including Apex. For more information, view our Order Routing and Payment for Order Flow Disclosures at [www.ally.com/invest/disclosures/order-routing-and-payment-for-order-flow.html](http://www.ally.com/invest/disclosures/order-routing-and-payment-for-order-flow.html).
- Our affiliate, AIA, is a registered investment adviser that provides discretionary investment advisory services to its clients. AIA's clients pay for those services in the form of an asset-based fee.
- Apex earns interest on cash balances in your account by holding them in omnibus, or unsegregated, accounts at multiple banks, including our affiliate, Ally Bank. Apex pays a portion of that interest to us.

#### Conversation Starters

For answers to the following questions, please visit [www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf](http://www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf).

- **How might your conflicts of interest affect me, and how will you address them?**

## How do your financial professionals make money?

The financial professionals who service your account are compensated on a salaried or hourly basis. They do not receive compensation based on the kinds of products purchased or sold in your account, the number of trades in your account, or the dollar amount of the trades in your account. We do not offer them any sales-based incentive compensation.

## Do you or your financial professionals have legal or disciplinary history?

Yes. Visit [Investor.gov/CRS](http://Investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

#### Conversation Starters

For answers to the following questions, please visit [www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf](http://www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf).

- **As a financial professional, do you have any disciplinary history? For what type of conduct?**

## Additional information.

For additional information about our services, please visit [www.ally.com/invest/self-directed-trading/](http://www.ally.com/invest/self-directed-trading/). If you would like up-to-date information or a copy of this disclosure, please call 855-880-2559 or email [support@invest.ally.com](mailto:support@invest.ally.com).

#### Conversation Starters

For answers to the following questions, please visit [www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf](http://www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf).

- **Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?**

## TRUST ACCOUNT

### Investment Account Application

Account Number	Open Date	Broker Rep Code
----------------	-----------	-----------------

Trust Information				
Title of Trust		Trust Tax ID Number		
Permanent Street Address (no PO Boxes or Mail Drops)		City	State	Zip
Mailing Address (If different from permanent address)		City	State	Zip
Date of Formation (mm/dd/yyyy)		Date of Last Amendment to the Trust (mm/dd/yyyy)		
Primary Phone	Is this a mobile number?	E-MAIL ADDRESS (required)		
Nationality of Trust: <input type="checkbox"/> U.S. <b>Foreign trust accounts are not allowed.</b>		Grantor of the Trust		
Trustee Information (use additional forms for more Trustees)				
Name		Social Security Number		
Permanent Street Address (No PO Boxes or Mail Drops)		City	State	Zip
Mailing Address (If different from permanent address)		City	State	Zip
Birth Date (mm/dd/yyyy)	Number of Dependents	Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		
Primary Phone	Is this a mobile number? <input type="checkbox"/> Yes <input type="checkbox"/> No	E-MAIL ADDRESS		
Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Foreign (please specify): <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-resident Alien (Non-Resident Alien must submit a W-8 form with this application)				
Trustee Employment Information				
Employer		Nature of Business	Yrs. Employed	Occupation
Business Address		City	State	Zip Code
Are you or a member of your household affiliated with or employed by 1) a securities Exchange 2) FINRA 3) an Exchange or FINRA member 4) a company which require notification of you opening this account? (if you select yes, please submit an Affiliated Account Authorization form) <input type="checkbox"/> Yes <input type="checkbox"/> No Is the account holder an employee of or affiliated with the introducing broker firm? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Are you or a member of your household a director, 10% shareholder or policy making officer of a publicly traded company? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If you answered "Yes" to any of the questions above please provide more information on the affiliation (e.g. affiliated company name, nature of affiliation, symbol, cusip, etc.)				
Are you or any member of your immediate family a senior political figure? <input type="checkbox"/> Yes <input type="checkbox"/> No				

Account Investment Profile for Trustee			
Annual Income	Net Worth (excluding residence)	Liquid Net Worth	Tax Bracket
<input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,001 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <input type="checkbox"/> \$200,001-\$300,000 <input type="checkbox"/> \$300,001-\$500,000 <input type="checkbox"/> \$500,001-\$1,200,000 <input type="checkbox"/> \$1,200,001 or more	<input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <input type="checkbox"/> \$200,001-\$500,000 <input type="checkbox"/> \$500,001-\$1,000,000 <input type="checkbox"/> \$1,000,001-\$5,000,000 <input type="checkbox"/> \$5,000,001 or more  <b>Liquidity Needs</b> The ability to quickly and easily convert all or a portion of this account assets into cash without experiencing significant loss.  <input type="checkbox"/> Very Important (01) <input type="checkbox"/> Somewhat Important (02) <input type="checkbox"/> Not Important (03)	<input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <input type="checkbox"/> \$200,001-\$500,000 <input type="checkbox"/> \$500,001-\$1,000,000 <input type="checkbox"/> \$1,000,001-\$5,000,000 <input type="checkbox"/> \$5,000,001 or more  <b>Time Horizon</b> The number of years planned to invest to achieve a particular financial goal.  <input type="checkbox"/> Short (Less than 3 years) (01) <input type="checkbox"/> Average (4 to 7 years) (02) <input type="checkbox"/> Longest (8 years or more) (03)	<input type="checkbox"/> 0-15% <input type="checkbox"/> 15-30% <input type="checkbox"/> 30-45% <input type="checkbox"/> 45% +
<b>Risk Tolerance</b>  <input type="checkbox"/> Low (01) <input type="checkbox"/> Medium (02) <input type="checkbox"/> High (03)			

Investment Experience for Trustee			
Bonds (yrs_____)	Stocks (yrs_____)	Options (yrs_____)	

Account Investment Profile for Trust			
Annual Income	Net Worth (excluding residence)	Liquid Net Worth	Tax Bracket
<input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,001 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <input type="checkbox"/> \$200,001-\$300,000 <input type="checkbox"/> \$300,001-\$500,000 <input type="checkbox"/> \$500,001-\$1,200,000 <input type="checkbox"/> \$1,200,001 or more	<input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <input type="checkbox"/> \$200,001-\$500,000 <input type="checkbox"/> \$500,001-\$1,000,000 <input type="checkbox"/> \$1,000,001-\$5,000,000 <input type="checkbox"/> \$5,000,001 or more	<input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <input type="checkbox"/> \$200,001-\$500,000 <input type="checkbox"/> \$500,001-\$1,000,000 <input type="checkbox"/> \$1,000,001-\$5,000,000 <input type="checkbox"/> \$5,000,001 or more	<input type="checkbox"/> 0-15% <input type="checkbox"/> 15-30% <input type="checkbox"/> 30-45% <input type="checkbox"/> 45% +

Large Trader ID	
Large Trader ID (Please provide if you have been assigned previously for any of your accounts)	Effective Date
_____	_____

Investment Objective for Trust	
<input type="checkbox"/> <b>Income</b> Main goal is preservation of capital with the assets in the account are used to generate a source of income. <input type="checkbox"/> <b>Balanced</b> Diversification of asset classes for equal blend of income and long term growth with the primary consideration being current income. <input type="checkbox"/> <b>Growth &amp; Income</b> A balance between capital appreciation and income with the primary consideration being capital appreciation.	<input type="checkbox"/> <b>Long Term Growth With Safety</b> Long term capital appreciation with relative safety of principal. <input type="checkbox"/> <b>Long Term Growth With Greater Risk</b> Long term capital appreciation with greater risk. <input type="checkbox"/> <b>Speculation</b> Maximum total return involving a higher degree of risk through investment in a broad spectrum of securities

Please complete the following if you would like to add a trusted contact to your account:

Trusted Contact Information			
Name	Relationship		
Street Address	City	State	Zip
Email Address	Phone Number	Country	

**W-9 Certification** Under penalties of perjury, I (we) certify that the taxpayer identification number shown above on this form is my correct taxpayer identification number. Unless, otherwise indicated, I (we) certify that I (we) am not subject to backup withholding and I (we) am an U.S. Person (including an U.S. resident alien).

**Check the box** ☐ if you are subject to backup withholding under the provisions of the Internal Revenue Service code.

I hereby request that Ally Invest and Apex Clearing Corp. open an account in the name(s) listed as account owner(s) on this application.

You authorize us to contact you by using any telephone number you provide to us, including a mobile number that you are authorized to use. In addition to manual calling, we may use text messages, prerecorded or artificial voice messages, or automatic dialing systems. We will not charge you for any contact, but your mobile phone service provider may.

By signing below, I acknowledge that I have received, read, understand each of the documents provided and agree to be bound by the terms & conditions as set forth in the Customer Agreement ("Customer Agreement") as currently in effect and as amended from time to time. I represent that I am of required legal age to enter into this Agreement. I understand and acknowledge that Apex Clearing Corp. does not provide investment, tax, legal, accounting, financial or other advice.

**Important information about procedures for opening a new account:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions obtain, verify, and record information that identifies each person who opens an account. **What this means to you:** when you open an account, we will ask for your name address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Apex Clearing Corp. and/or Ally Invest will verify your information through a third-party provider.

**BY MY SIGNATURE ON THE ACCOUNT APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THE CUSTOMER AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE ON PAGE 19, SECTION 37.**

Signature of Trustee	Date	Signature of Trustee	Date
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**Internal Use Only:**

Print Name of Ally Invest Registered Representative	Signature of Ally Invest Registered Representative	Dated
Print Name of Ally Invest Registered Principal	Signature of Ally Invest Registered Principal	Dated

Custodian Acceptance:

CAT Account Type ( <i>Selection Required</i> )	OATS Account Type
<b>CAT ACCOUNT TYPES:</b> <b>A - Institutional Customer</b> - An institutional account as defined in FINRA Rule 4512(c) <b>E - Employee Account</b> - An employee or associated person of your Broker-Dealer <b>F - Foreign</b> - A non-broker-dealer foreign affiliate or non-reporting Foreign Broker-Dealer <b>I - Individual Customer</b> - An account that does not meet the definition of FINRA Rule 4512(c) and is also not a proprietary account. <b>O - Market Making</b> - See CAT FAQ C5 <b>V - Firm Agency Average Price Account</b> <b>P - Other Proprietary</b> <b>X - Error Account - Error account of the firm</b>	<b>OATS ACCOUNT TYPES:</b> <b>A - Institutional Customer</b> - An institutional account as defined in FINRA Rule 4512(c) <b>C - Combined</b> - An order representing more than one type of account <b>E - Employee Account</b> - An employee or associated person of your Broker-Dealer. <b>I - Individual Customer</b> - An account that does not meet the definition of FINRA Rule 4512(c) and is also not a proprietary account. <b>O - Market Making</b> <b>P - Other Proprietary</b> <b>X - Error Account</b> - Error account of the firm



# CERTIFICATE OF TRUST & INVESTMENT POWERS

In consideration of you and Apex Clearing Corporation ("Clearing Firm") opening and maintaining one or more accounts for the Trust, the undersigned Trustee(s) certify, represent and warrant that the Trust is in full force and effect and that the Trust Agreement has not been revoked, amended or modified in any manner that would render this certification inaccurate. The Trustee(s) further represent and agree that the following information is true, complete and accurate.

ACCOUNT NUMBER	DATE
TRUST TITLE	DATE OF TRUST
THE TRUST IS GOVERNED BY THE LAW OF THE STATE OF	THE TRUST IS <input type="checkbox"/> Revocable & Amendable <input type="checkbox"/> Irrevocable

## LIST OF ALL CURRENT TRUSTEES

1	NAME & TITLE	ID #	
	SIGNATURE	ID TYPE	
	SSN, FED ID, CEDULA, NIT #	ISSUED BY	
	DATE OF BIRTH	ISSUE DATE	EXPIRATION DATE
	ADDRESS		
2	NAME & TITLE	ID #	
	SIGNATURE	ID TYPE	
	SSN, FED ID, CEDULA, NIT #	ISSUED BY	
	DATE OF BIRTH	ISSUE DATE	EXPIRATION DATE
	ADDRESS		
3	NAME & TITLE	ID #	
	SIGNATURE	ID TYPE	
	SSN, FED ID, CEDULA, NIT #	ISSUED BY	
	DATE OF BIRTH	ISSUE DATE	EXPIRATION DATE
	ADDRESS		
4	NAME & TITLE	ID #	
	SIGNATURE	ID TYPE	
	SSN, FED ID, CEDULA, NIT #	ISSUED BY	
	DATE OF BIRTH	ISSUE DATE	EXPIRATION DATE
	ADDRESS		



# CERTIFICATE OF TRUST & INVESTMENT POWERS

In addition to the Trustee(s), you and Clearing Firm may accept orders and other instructions relative to the Trust Account(s) from the individuals or entities listed below. Those individuals or entities may execute any documents on behalf of the Trusts and, unless otherwise specified, any one of the listed individuals or entities may act individually on behalf of the Trust.

## Power of the Trustee(s)

The Trustee(s) certify and represent that the Trust Agreement authorizes each Trustee to act independently and without providing you and Clearing Firm with consent of the other Trustee(s) for all purposes related to maintaining this Trust Account or that the Trustee(s) so acting has obtained the requisite consent of the other Trustee(s) in accordance with the terms of the Trust Agreement. The Trustee(s) represent that you and Clearing Firm is authorized to follow, without limitation, the instructions of any Trustee(s) including, but not limited to, the signing of all account agreements and documents on behalf of the Trust, directions to deliver or transfer funds, securities or other assets, the endorsement of checks and to enter into transactions for the purchase or sale of securities insurance and annuity contracts and other investments.

The Trustee(s) further represent that the Trust Agreement authorizes (check all that apply):

<input type="checkbox"/>	To maintain a Margin and Short Account and through such account to borrow funds to purchase securities on margin, sell securities which the Trust does not own (i.e. short sales) and to borrow securities in connection therewith. (Request Margin Documentation)
<input type="checkbox"/>	To trade in option contracts, including, without limitations, the purchase of puts and calls and the writing (sale) of covered and uncovered puts and calls. (Request Option Documentation)

The Trustee(s) certify and represent that the information provided in the Trust Account Application and other account paper-work has been reviewed by the Trustee(s) and is true and correct as of the date of this certification and that the Trustee(s) agree to notify you and Clearing Firm promptly of any amendments to the Trust, and change to the composition of the Trustees or any other even which could alter this certification.

This certification supersedes any prior certification and you and Clearing Firm may rely on it until receipt of a new certification. The Trustee(s) agree that you and Clearing Firm is not responsible for reviewing or determining the propriety of instructions received by any Trustee and may rely on those instructions, without confirming them with any other Trustee. Notice sent to one Trustee, including notice sent electronically, shall constitute notice to all Trustees.

The Trustees hereby jointly and severally agree to indemnify you and Clearing Firm and each of its affiliates, offices, directors, employees, and agents from and hold such persons harmless against, any claims, judgments, expenses, liabilities or costs of defense or settlement (including attorney's fees) arising out of relating to breach of any representation or warranty made herein or to any actual or alleged improper or unsuitable actions taken upon such Trustees instructions in connection with the brokerage account established at you and Clearing Firm for the Trust. This indemnification shall not be limited in any way by the Trustees provision you and Clearing Firm of independent documentation concerning the representations made herein.

The representations and obligations stated herein shall survive termination of the Trust Agreement and any Account Agreement relating to the Trust's brokerage account.

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Trustee Signature

Print Trustee's Name

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Trustee Signature

Print Trustee's Name

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Trustee Signature

Print Trustee's Name

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Trustee Signature

Print Trustee's Name



Ally Invest  
PO Box 30248  
Charlotte, NC 28230 T: 1 855 880  
2559  
F: 1 866 659 0563

TRUSTEE CERTIFICATION

In consideration of your opening and/or maintaining one or more accounts for the Trust named below, we, the undersigned Trustee(s) certify as follows:

- 1. The legal title of the Trust to which this certification applies: \_\_\_\_\_
- 2. Grantor Name: \_\_\_\_\_ Type of Trust: \_\_\_\_Revocable \_\_\_\_Irrevocable
- 3. The date of the Trust is: \_\_\_\_\_ Tax Identification Number (SSN or EIN): \_\_\_\_\_.
- 4. The date of the latest Trust amendment: \_\_\_\_\_ Governing State: \_\_\_\_\_.
- 5. There are no other Trustees of the Trust other than the undersigned. If only one person is named, it is a representation that the person named is the sole Trustee and that no other persons have the power to act as Trustee.
- 6. You, the broker-dealer, the Registered Investment Advisor, and the clearing agent (collectively “Parties”) have the authority to accept orders and other instructions relative to the Trust account from those individuals or entities listed below. They may execute any document on behalf of the Trust which you may require. Notwithstanding the foregoing, you are authorized in your discretion to require joint action by all Trustees with respect to any matter concerning the Trustee account, including but not limited to the giving or cancellation of orders or other instructions, and the withdrawal or transfer of money, securities, futures, or commodities.

*If there are more than three trustees, make copies of this form.*

Name:		Signature:	
Address (Street, City, State, Zip):			
Date of Birth:			
SSN, Fed ID, Cedula, NIT#:		ID#	ID Type:
Exp Date:		Issued By:	Issue Date:

Name:		Signature:	
Address (Street, City, State, Zip):			
Date of Birth:			
SSN, Fed ID, Cedula, NIT#:		ID#	ID Type:
Exp Date:		Issued By:	Issue Date:

Name:		Signature:	
Address (Street, City, State, Zip):			
Date of Birth:			
SSN, Fed ID, Cedula, NIT#:		ID#	ID Type:
Exp Date:		Issued By:	Issue Date:

7. We, the Trustees, certify that we have power under the applicable operating documents and applicable law to enter transactions, and to give instructions, including purchases, sales and transfers of the types specified below. (Check all that apply).

Including, without limitation:

<input type="checkbox"/>	Cash Transactions Only	<input type="checkbox"/>	Other Fixed Income Securities	<input type="checkbox"/>	Covered Writing
<input type="checkbox"/>	Equity Securities	<input type="checkbox"/>	Margin	<input type="checkbox"/>	Purchasing Puts and Calls
<input type="checkbox"/>	Corporate Debt Securities	<input type="checkbox"/>	US Government Securities	<input type="checkbox"/>	Uncovered Writing
<input type="checkbox"/>	Collateralized Mortgage Obligations	<input type="checkbox"/>	Annuities	<input type="checkbox"/>	Other (Please List)
<input type="checkbox"/>	Automated Clearing House (ACH) Transactions	<input type="checkbox"/>	Municipal Securities		
<input type="checkbox"/>	Check Writing	<input type="checkbox"/>	Options		

8. If a Trustee hires a Registered Investment Advisor and/or Manager, each Trustee represents, warrants and certifies that either the Trust Agreement or applicable law grants the Trustees the power to delegate to others (such as a financial advisor) the authority to: (1) place trades in the account and (2) pay investment advisory and related fees from the account in the amount of an advisor's instructions.
9. We, the Trustee(s), jointly and severally, indemnify you and hold you harmless from any liability, claims, or expenses for accepting instructions (including, without limitation, instructions related to investments, withdrawals, distributions and transfers) and effecting transactions pursuant to instructions given by any of the individuals and entities listed in Item 5 of this certification.
10. We agree to inform you, in writing, of any amendment to the Trust, any change in the composition of the Trustees or any other event that could materially alter the certifications made herein.
11. We, the Trustee(s), represent, warrant, and agree that You and the Parties are authorized for all purposes regarding the Trust's account to follow the instructions of any one Trustee. If there is more than one Trustee,

Ally Invest Account # \_\_\_\_\_

the Trustees agree that is their responsibility to agree among themselves before giving any instructions to the Parties and that the Parties may conclusively presume that any one Trustee who provides instructions to the Parties has obtained such agreement. The Parties shall be entitled to assume the existence of a trust power and the proper exercise of a trust power by any Trustee without inquiry. Notice sent to one Trustee, including notice sent electronically, shall constitute notice to all Trustees.

12. The trust has not been revoked, modified, or amended in any manner that would cause the statements contained in this trust certification to be incorrect. This certification supersedes any prior certification, and the Parties may rely on it until receipt of a new certification.
13. We hereby certify that the undersigned are of the Trustees and that the statements contained in this certification are true and correct and there are no other provisions in the Trust or amendments to it that limit the powers of the Trustees to sell, convey, pledge, mortgage, lease, or transfer title to or interest in real or personal property including, without limitation, stocks, bonds, note, warrants and other securities or to trade securities on margin or otherwise for and at the Risk of the Trust provided.

**ALL TRUSTEES MUST SIGN**

*Name and Address*

_____	_____
_____	_____
_____	_____

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Note to CA Residents: The identity of any person holding power to revoke the trust must be provided. All trustees must sign initial documentation. Subsequent documentation, if trustees can act independently, may only be signed by one trustee.**

**Notary Signature Verification**

*Must be a U.S. Notary. Foreign notary or consular seals may NOT be substituted.*

State/Commonwealth of \_\_\_\_\_  
County of \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

Ally Invest Account # \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature of notarial official

\_\_\_\_\_  
Date

Seal:

\_\_\_\_\_  
Print, Type or Stamp of Notary

My commission expires: \_\_\_\_\_

## Ally Invest Securities Customer Agreement

In consideration of Ally Invest Securities LLC and its agents and assigns (collectively "AIS") opening one or more brokerage accounts (each an "Account") on my behalf, I agree, with respect to all of my Accounts, to the terms and representations set forth in this agreement ("Agreement"). When used in this Agreement, the words "I", "Me", "My", "Myself", "We", "Our", and/or "Us" mean the owner(s) of the Account(s).

I UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF MY RELATIONSHIP WITH AIS REGARDING MY ACCOUNTS. I WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE I CLICK "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON. IF I HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, I WILL EMAIL AIS AT [SUPPORT@INVEST.ALLY.COM](mailto:SUPPORT@INVEST.ALLY.COM) OR CALL AIS AT 855-880-2559. I UNDERSTAND THAT CLICKING "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON IS THE LEGAL EQUIVALENT OF ME MANUALLY SIGNING THIS AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. BY ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE RECEIPT OF THE AIS FORM CRS AND ALLY PRIVACY NOTICE. I UNDERSTAND THAT THIS AGREEMENT AND FORM CRS MAY BE AMENDED FROM TIME TO TIME BY AIS, WITH REVISED TERMS POSTED ON THE AIS WEBSITE. I AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. I UNDERSTAND THAT BY CONTINUING TO MAINTAIN MY ACCOUNT(S) WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, I AM ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF I REQUEST OTHER SERVICES PROVIDED BY AIS THAT REQUIRE ME TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT. I ALSO UNDERSTAND THAT BY CLICKING "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 37.

- 1. Representation as to Capacity and Status.** If an individual, I am of legal age under the laws of the State where I reside and authorized to enter into this Agreement. If an entity, I am duly formed, validly existing and in good standing in My state of organization, have full power and authority to enter and perform this Agreement, and the persons signing the account application are fully authorized to act on My behalf. No person, except Myself (or any person identified in a separate document accepted and approved by AIS), has any interest in the Account opened pursuant to this Agreement. I acknowledge that unless AIS receives written objection from Me, under Securities and Exchange Commission ("SEC") Rule 14b-1(c), AIS may provide My name, address, and securities positions to requesting companies in which I hold securities. Except as otherwise disclosed to AIS in writing, neither I nor any member of My immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, including the Financial Industry Regulatory Authority ("FINRA") or an associated person of a FINRA member firm, a

member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual otherwise engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. I understand and agree that I will promptly notify AIS in writing if I or a member of My immediate family becomes so employed or becomes registered or employed in any of the above capacities. I further agree to promptly notify AIS in writing if I am now or if I become: (A) registered or qualified with FINRA or 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) an "investment adviser" as that term is defined in Section 202(a)(11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that act); (C) employed by a bank or other organization exempt from registration under federal and state securities laws to perform functions that would require Me to be so registered or qualified if I were to perform such functions for an organization not so exempt; or (D) an officer, director or 10% stockholder of any publicly traded company.

2. **Authorization.** I appoint AIS as My agent for the purpose of carrying out My directions with respect to the purchase or sale of securities in accordance with the terms and conditions of this Agreement. To carry out its duties, AIS is authorized to open or close My Accounts, place and withdraw orders and take such other steps as are reasonable to carry out My directions. All transactions will be effected only on My order or the order of My delegate, as accepted and authorized by AIS, except as described in Section 9. AIS provides trading and brokerage services through its website and mobile application. I agree to receive and transmit financial information through such electronic means. My use or My grant of access to My Account to any third party to access information or place transactions in My Account is solely at My risk. If I authorize or allow third parties to gain access to AIS services, including My Accounts, I will defend and indemnify AIS against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use. AIS does not warrant against loss of use or any direct, indirect or consequential damages or Losses (as defined in Section 20) to Me caused by My assent, expressed or implied, to a third party accessing My Account or information, including access provided through any other third- party systems or sites, or using My Account.

3. **Roles and Responsibilities.**

- (A) No Advice. I understand that AIS and its employees do not (i) provide investment advice or recommendations in connection with this Account, including the type of the account I am opening; (ii) give advice or offer any opinions with respect to the suitability of any transaction, security or order or whether any transaction is in My best interest; (iii) solicit orders; (iv) act as a principal or market maker in any security, equity or mutual fund; (v) make discretionary investments on behalf of AIS customers; or (vi) provide internally generated research. The availability of any information on AIS' mobile app, website, or other media are intended only for informational and education purposes and do not constitute recommendations to enter into any securities transactions or engage in any investment strategies. I acknowledge and affirm that it is My decision to open this Account and I will make all decisions relating to the Account, which is a self- directed account,

without advice or recommendations from AIS. I am solely responsible for any and all purchase and sale orders, decisions to continue with an investment strategy or to hold an investment placed in My Account. I am a self-directed investor and all orders entered are unsolicited and based on My own investment decisions or the investment decision of My duly authorized representative or agent. I 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.

I understand that I am solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in My Account including, but not limited to, mergers, reorganizations, stock splits, name changes and/or symbol changes, dividends, option symbols, and option deliverables. I understand that certain securities may grant Me valuable rights that may expire unless I take specific action. These securities include bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. I am responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with My securities may be called, cancelled, or modified. AIS may, but is not obligated to, notify Me of any upcoming expiration or redemption dates, or take any action on My behalf without My specific instructions except as required by law and the rules of regulatory authorities. If any security is about to expire worthless or be redeemed for less than its fair market value and AIS has not received instructions from Me, AIS may, at its discretion, sell the security and credit My Account with the proceeds. If My Account has an option position on the last trading day prior to expiration, which is one cent or more in the money, AIS will generally exercise the option, on My behalf. However, AIS reserves the right at its discretion to close any option position prior to expiration date or any position resulting from the exercising/assignment after option expiration. I will be charged a commission for any such transaction. AIS is not obligated to take any of these actions and is not liable for losses should it not take them. I understand that when I request assistance from AIS employees in using the investment tools provided on the AIS website it will be limited to an explanation of the tool's functionality and, if requested by Me, to the entry by AIS employees of variables provided by Me, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction or whether the transaction is in My best interest, or solicitation of any orders.

- (B) No Guarantee. I understand that broker-dealer services are being offered by AIS and not by Ally Bank. Securities products purchased or sold in a transaction are: (i) not insured by the Federal Deposit Insurance Corporation (FDIC); (ii) not deposits or other obligations of Ally Bank and are not guaranteed by Ally Bank; and (iii) subject to investment risks, including possible loss of the principal invested.
- (C) Customer Responsibility. I understand that I will receive or select a Username and Password (collectively, "PINs") that provide electronic access to My Account. I understand and agree that My Account numbers and PINs are confidential, and I am responsible for the confidentiality, protection and use of them. I agree and accept full responsibility for monitoring and safeguarding My Accounts and access to My Accounts. I agree to notify AIS in writing, delivered via e-mail and



certified/return receipt requested U.S. mail, immediately and no later than 24 hours after becoming aware of: (i) any loss, theft, or unauthorized use of My PINs, account numbers or access; (ii) any failure by Me to receive a message from AIS indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by Me to receive an accurate written confirmation of an execution; (iv) any receipt by Me of confirmation of an order, execution and/or cancellation, which I did not place; or (v) any inaccurate information in or relating to My Account balances, deposits, withdrawals, securities positions or transaction history. Each event described in subsections (i)–(v) above constitutes a “Potential Fraudulent Event.” The use and storage of any information including, without limitation, My Account numbers, PINs, portfolio information, transaction activity, account balances and any other information or orders available on My personal computer are at My own risk and are My sole responsibility. I agree to be responsible for all activities in My Account and understand that AIS will treat any orders or instructions that are received under My Account number and PINs as having been authorized by Me. I also agree to promptly report all Potential Fraudulent Events to the appropriate law enforcement authorities, as may be requested by AIS. Further, I agree to cooperate fully with AIS and law enforcement in connection with any investigation of a Potential Fraudulent Event by, among other things, (i) providing to AIS a copy of all incident reports or other documentation relating to such Potential Fraudulent Event prepared by law enforcement and provided to Me, and (ii) completing any required affidavits promptly, accurately and thoroughly. I also agree to allow AIS access to My computer and My network in connection with its investigation of such Potential Fraudulent Event. I understand that, if I fail to do any of these things, I may encounter delays in regaining access to the funds in My Account. I agree to indemnify and hold AIS and its affiliates harmless from and against any Losses arising out of or relating to a Potential Fraudulent Event.

- 4. Clearing Status.** I understand that AIS introduces My Account and transactions on a fully disclosed basis, and that AIS has entered into a clearing arrangement with Apex Clearing Corp. (“Apex”), to perform certain services. I understand that Apex carries My Account(s) as a fully disclosed clearing broker pursuant to a clearing agreement between AIS and Apex, and that Apex will clear all transactions under this Agreement pursuant to that clearing agreement. I agree that Apex is responsible for the execution, clearing and bookkeeping of transactions made and is not otherwise responsible for the conduct of AIS.

Apex may accept from AIS, without inquiry or investigation, (A) orders for the purchase or sale of securities and other property on margin, if I have elected to have a margin account, or otherwise, and (B) any other instructions concerning said accounts. Apex will look solely to AIS unless otherwise directed by AIS, and not to Me with respect to any such orders or instructions; except that I understand that Apex will deliver confirmations, statements, and all written or other notices with respect to My Account directly to Me with copies to AIS, and that Apex will look directly to Me or AIS for delivery of margin, payment, or securities. I agree to hold harmless Apex from and against any Losses arising in connection with the delivery or receipt of any such communication(s), provided Apex has acted in accordance with the above. The foregoing will be effective as to My Account until written notice to the contrary is received from Me by Apex or AIS.

I further understand that transactions may be executed by other broker-dealers. AIS will respond to inquiries I may make concerning My Account and if any inquiry sent to Apex is in the form of a complaint regarding AIS, Apex will be responsible for (A) promptly notifying AIS about the complaint; (B) providing Me with an acknowledgement that Apex has done this; and (C) providing a copy of My complaint to AIS' designated examining authority. I understand and agree that any rights that either Apex or AIS has under this Agreement may be exercised by either Apex or AIS or may be assigned to the other, and that Apex and AIS may enforce any rights under this Agreement independently or jointly.

- 5. Effect of Reports and Statements.** I agree that it is My responsibility to review trade confirmations, statements of My Account, and any other documents I receive concerning My Account promptly upon receipt. These documents will be considered binding on Me unless I notify AIS of any objections within seven days from the date any such documents are delivered (which includes online postings on My Account). Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. I agree that any failure to object during that time frame may be treated by AIS as My affirmative consent and I waive any claims to the contrary. In all cases, AIS reserves the right to determine the validity of My objection. If I object to a transaction for any reason, I understand and agree that I am obligated to take action to limit any losses that may result from such transaction. I understand and agree that unless I take such action to limit My losses, I will bear sole responsibility for any loss relating to the initial transaction and any and all losses that may occur thereafter, even if My objection to the initial transaction is ultimately determined to be valid. Nothing in this Section 5 limits My responsibilities as described in Section 3(C) of this Agreement.

I understand that, through the AIS website, I will have access to My Account statements, trade confirmations, and tax forms for at least one year from issuance. AIS may make older documents available upon My request.

- 6. Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for Me: When I open an Account, AIS will ask for My name, address, date of birth and other information that will allow AIS to identify Me. AIS may also ask to see My driver's license or other identifying documents and subsequently make copies for the records. I understand that AIS may take steps to verify the accuracy of the information I provide in My Account application or otherwise, and that AIS may restrict My access to My Account pending such verification. I will notify AIS of any changes in the information including, but not limited to, My name, address, e-mail address and telephone number promptly.
- 7. SIPC and Other Insurance Coverage.** I understand that AIS is a member of the Securities Investor Protection Corporation ("SIPC"), which provides protection for accounts up to \$500,000 (including \$250,000 for claims of cash) per customer as defined by SIPC rules. An explanatory brochure is available upon request or at [www.sipc.org](http://www.sipc.org) or via telephone at (202) 371-8300. I understand that Apex has purchased an additional insurance policy through a group of London Underwriters to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that you

have a customer claim in excess of SIPC insurance limits. Apex's excess-SIPC insurance policy is subject to the policy's then-applicable account and aggregate policy claim limits. Specific information about such limits then in effect is available by contacting Apex. Similar to SIPC protection, this excess-SIPC insurance policy does not protect against a loss in the market value of securities. Neither SIPC, nor Apex's excess-SIPC insurance coverage, covers fluctuations or losses in the market value of your investments.

8. **Telephone Conversations and Electronic Communications.** I authorize AIS to contact Me by using any telephone number I provide, including a mobile number that I authorized AIS to call. In addition to manual calling, AIS may use text messages, prerecorded or artificial voice messages, or automatic dialing systems. I understand that My mobile carrier may charge for these communications. I also understand and agree that AIS may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, AIS does not consent to the recording of telephone conversations by any third party or Me. I acknowledge and understand that not all telephone or electronic communications are recorded by AIS, and AIS does not guarantee that recordings of any particular telephone or electronic communications will be retained or be capable of being retrieved.
9. **Oral Authorization.** I agree that AIS is authorized and entitled to act upon any oral instructions given by Me or by a person identified by Me and approved by AIS as My authorized agent, so long as AIS reasonably believes such instruction was actually given by Me or My authorized delegate.
10. **Payment of Indebtedness.** In the event I become indebted to AIS in the course of operation of My Account, I agree that I will repay such indebtedness immediately. I agree that if I fail to pay the indebtedness, AIS may close My Account and liquidate any assets in My Account at its discretion. As security for any and all liabilities arising in favor of AIS, I pledge a first priority perfected security interest in all Property (as defined in Section 25) held by AIS in any account maintained by AIS for Me individually, jointly or in the name of another person or entity. AIS is hereby authorized to make whatever disposition of pledged Property it deems appropriate to realize the security afforded by this provision, and I will remain liable for any deficiency. I further agree that AIS is entitled to exercise the rights and remedies, with respect to the pledged Property, generally afforded a secured party under all applicable laws. I agree to pay the reasonable costs of collection of any debit balance and any unpaid deficiency in My Accounts, including attorney fees and expenses incurred by AIS.
11. **Buy Orders; Settlements.** All orders for the purchase of securities given for My Account will be authorized by Me and executed in reliance on My promise that an actual purchase is intended. It is My intention and obligation to pay for purchases immediately or on AIS' demand. I understand AIS may at any time, in its sole discretion and without prior notice to Me, prohibit or restrict My ability to trade securities. I further agree not to allow any person to trade for My Account unless a trading authorization in a form accepted by AIS for that person has been received and approved by AIS. In the event that I fail to provide sufficient funds, AIS may, at its option and without notice to Me, (A) charge a reasonable rate of interest; (B) liquidate the Property subject of the buy order; or (C) sell other Property owned by Me and held in any of My Accounts. AIS may also charge any consequential loss to My Account.

- 12. Sales and Short Sales.** I promise to deliver all securities sold in My Account and to provide collateral of a type and amount acceptable to AIS for all short sales in My Account. AIS requires that a security be held in an account prior to the acceptance of a sell order with respect to such security unless the order is specifically designated as a "short sale." If a security is not held in My Account and a sell order is processed, I must promptly deliver such security to AIS for receipt in good deliverable form on or before the settlement date. Any order accepted without negotiable certificates or positions in My Account will be subject, at AIS' sole discretion, to cancellation or buy-in. To ensure this will not occur, I agree to only place sell orders for securities owned by Me and held in My Account at the time My order is placed.

Proceeds of a sale will not be paid to Me or released into My Account until AIS has received the security in good deliverable form, whether from a transfer agent or from Me and the settlement of the security is complete. Instructions on how to properly endorse a certificate and deliver it to AIS are located on the AIS website. If the security is not received on or before settlement date, or as market conditions warrant, AIS may in its sole discretion (A) purchase the security for My Account on the open market, and (B) liquidate any and all securities in My Account in order to pay for such purchase. In the event AIS is required to purchase a security in My Account pursuant to this Section, I will be responsible for all resulting Losses incurred by AIS.

I understand that I may execute short sales only in a Margin Account and that such execution must comply with applicable short sales rules. For more information, see the Margin Disclosure Statement and the Customer Margin & Short Account Agreement (together, the "Margin Account Agreement and Disclosure").

- 13. Applicable Laws and Regulations.** All transactions in My Account will be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Where applicable, such transactions will be subject to the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, and the rules and regulations of the SEC, the Board of Governors of the Federal Reserve System and any applicable self-regulatory organization. In no event will AIS be obligated to effect any transaction it believes would violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory body.
- 14. Distributions.** In the event that I sell a security prior to its ex-dividend/distribution date, and I receive the related cash/stock dividend or distribution in error, I direct AIS on My behalf to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse AIS for, or deliver to AIS, said dividend or distribution.
- 15. Market Volatility; Market Orders; and Limit Orders.** I understand that, whether I place a market or limit order, I will receive the price at which My order is executed in the marketplace. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. I understand that AIS is not liable for any price fluctuations. I also understand that price quotes generally are for only a small number of shares as specified by the

marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

Securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If I place a market order (whether during normal market hours or when the market is closed), I agree to pay or receive the prevailing market price at the time My market order is executed. I understand that the price I pay may be significantly higher or lower than anticipated at the time I placed the order. To avoid buying a security at a higher price and possibly exceeding My purchasing power, or selling it at a lower price than I desire, I understand My option to enter a limit order. I also understand that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at, or better than, the limit price I specify. The AIS website contains further information regarding order types and limitations, which I agree to read and understand before placing such orders.

**16. Bulletin Board/Pink Sheet Stocks.** Bulletin board, pink sheet and other thinly traded securities ("Bulletin Board Stocks") present particular trading risks, in part because they are relatively less liquid and more volatile than actively traded securities listed on a major exchange. I understand that Bulletin Board Stocks may be subject to different trading rules and systems than other securities and that I may encounter significant delays in executions, reports of executions and updating of quotations in trading Bulletin Board Stocks. AIS in its sole discretion may require limit orders on certain Bulletin Board Stock transactions.

**17. Market Data; Waiver of Liability; Limitation of Liability.** I understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to parties that disseminate said data. I understand that neither AIS nor any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. I understand that neither AIS nor any participating national securities exchange or association nor any supplier of market data warrants that the provision of market data will be uninterrupted or error-free. I agree that My use of the AIS website, mobile application, or any AIS service is at My sole risk. I agree not to reproduce, distribute, sell or commercially exploit the market data in any manner without written consent from AIS. The AIS service is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

NEITHER I NOR ANY OTHER PERSON WILL HOLD AIS OR ANY DISSEMINATING PARTY OF MARKET DATA LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION FROM, (I) ANY SUCH DATA, INFORMATION OR MESSAGE OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE, OR (B) ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (II) NON- PERFORMANCE OR (III) INTERRUPTION IN ANY SUCH DATA, INFORMATION OR MESSAGE, WHETHER DUE TO ANY

NEGLIGENT ACT OR OMISSION BY AIS OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, STRIKE, ACCIDENT, PANDEMIC, ACTION OF GOVERNMENT, COMMUNICATIONS OR POWER FAILURE, OR EQUIPMENT OR SOFTWARE MALFUNCTION) OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF ANY SUCH DISSEMINATING PARTY.

I UNDERSTAND AND AGREE THAT AIS WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, TRADING LOSSES AND DAMAGES) THAT I MAY INCUR IN CONNECTION WITH MY USE OF THE MARKET DATA PROVIDED BY AIS OR A DISSEMINATING PARTY UNDER THIS AGREEMENT.

**18. Restrictions on Trading.** I understand that AIS or Apex may, in their discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of My Accounts. I understand that AIS or Apex may execute all orders by Me on any exchange or market unless I specifically provide instructions to the contrary. In the event of a breach or default by Me under this Agreement, AIS will have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein. I understand that AIS or Apex may at any time, at their discretion and without prior notice to Me: (A) prohibit or restrict My access to the use of the website, mobile application, or other services; (B) otherwise prohibit or restrict My ability to trade; (C) refuse to accept any of My transactions; (D) refuse to execute any of My transactions; and/or (E) terminate My Account. The closing of My Account will not affect the rights and/or obligations of either party incurred prior to the date My Account is closed.

**19. Ratification; Sub-Brokers and Agents.** AIS may employ sub-brokers or other agents in connection with the execution of any order or the consummation of any other transaction hereunder and will be responsible only for reasonable care in their selection.

**20. Disclaimer of Liability; Indemnification.** Except as otherwise provided by law, neither AIS nor Apex nor any of their respective affiliates, partners, managing directors, officers, directors, employees and agents (the "Indemnified Parties") will be liable for any expenses, losses, damages, liabilities, demands, charges, causes of action, claims, penalties, fines or excise taxes of any kind or nature (including legal expenses and reasonable attorneys' fees) ("Losses") by or with respect to any matters pertaining to My Account, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from an Indemnified Party's gross negligence or willful misconduct. In addition, I agree that the Indemnified Parties will not be liable for any Losses that result from: (A) My or My agent's misrepresentation or alleged misrepresentation, or act or omission; (B) Indemnified Parties following My or My agent's directions or failing to follow My or My agent's unlawful or unreasonable directions; (C) any activities of or services provided by the Indemnified Parties in connection with My Account (including, without limitation, any technology services, reporting, trading, research or capital

introduction services); or (D) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to Me.

I consent to the use of automated systems or service bureaus by AIS and Apex and their affiliates in conjunction with My Account, including, but not limited to, automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "Automated Systems"). I understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense or liability to Me. I understand and agree that Indemnified Parties will have no liability whatsoever for any Losses arising out of or relating to a System Failure.

I also agree that Indemnified Parties will have no responsibility or liability to Me in connection with the performance or non-performance by any exchange, clearing organization, or other third party (including, without limitation, other clearing firms, banks and international executing brokers) or any of their respective agents or affiliates, of its or their obligations relative to any securities. I agree that Indemnified Parties will have no liability, to Me or to third parties, or responsibility whatsoever for: (A) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (i.e., earthquake, flood, severe or extraordinary weather conditions, or other act of God, fire, war, insurrection, riot, labor dispute, strike, or similar problems, accident, pandemic, action of government, or communications or power failure or equipment or software malfunction), exchange rulings or suspension of trading; and (B) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that I may incur in connection with My use of the brokerage and other services provided by Indemnified Parties under this Agreement.

**21. Mutual Fund Transactions.** In the event that I purchase or hold a mutual fund, I agree to read and understand the terms of its prospectus. I understand that certain mutual funds reserve the right to change their purchasing, switching or redemption procedures and/or suspend or postpone redemptions under certain market conditions. I further understand that any mutual fund order entered with AIS is placed on a best-efforts basis as prescribed and recognized by the individual fund, and that AIS is not responsible for unexecuted orders due to the failure of any communication system. I agree to be fully responsible for the information contained within the mutual fund prospectus and to hold AIS harmless for any deficiencies contained therein. I authorize AIS to act as My agent in the purchase and redemption of fund shares.

**22. Exchange Traded Funds.** I understand that I should consider the investment objectives and unique risk profile of exchange traded funds ("ETFs") carefully before investing, and that ETFs are subject to risks similar to those of other diversified portfolios. I further understand that leveraged and inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives, and other complex investment strategies, and that 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. I further understand that ETFs are required to distribute portfolio gains to shareholders at year end, which may be generated by portfolio rebalancing or the need to meet diversification requirements, and that ETF trading will also generate tax consequences. I understand that I can obtain prospectuses from issuers or their third-party agents who distribute and make prospectuses available for review. Additional information on ETFs can be found on the AIS Disclosure page at <https://www.ally.com/invest/disclosures/>.

- 23. Fiduciary.** AIS does not review any action or inaction of a fiduciary with respect to My Account and is not responsible for determining whether a fiduciary's action or inaction satisfies the standard of care applicable to such fiduciary's handling of My Account or whether any action or inaction is within the scope of the fiduciary's authority. AIS is not responsible for determining the validity of a person or entity's status or capacity to serve as a fiduciary. At its sole discretion, AIS may require additional documentation before permitting a fiduciary to become authorized on an existing account or when opening a new account. Inasmuch as the Account is one owned or managed by a fiduciary, the fiduciary and I agree to indemnify, defend and hold harmless AIS and its affiliates from and against any Losses arising out of or relating to any act, error or omission of the fiduciary.
- 24. Joint Account Authorization.** If My Account is owned by more than one person, My Account will be a joint account. It will be held in joint tenancy with rights of survivorship, unless I provide notification otherwise and provide the required documentation. For tenants in common, the interests in the tenancy will be equal, unless We notify AIS otherwise. If the Account is a joint account, then in consideration of AIS carrying a joint account for the undersigned persons, We jointly and severally agree to be fully and completely responsible and liable for the Account and to pay on demand any balance due. Each of Us, or any person authorized to act on behalf of the Account under a separate agreement, has full power and authority to make purchases and sales, withdraw funds and securities from, or to do anything else with reference to the Account.

AIS is authorized and directed to act upon instructions received from any of Us. We understand that tax reporting information is processed using the social security number of the person first named in the registration. Each of Us agrees to hold harmless AIS and its employees and agents from and indemnify them against any Losses arising from or as the result of AIS, its employees, or its agents following the instructions of any of us. AIS in its sole discretion may at any time suspend all activity in the Account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the Account or the Property (as defined in Section 25) therein be in writing, signed by all of us. AIS may recover from the joint account or from any of Us such costs as it may incur, including reasonable attorney's fees, as the result of any dispute among Us relating to or arising from the Account. Upon any event that causes a change in the ownership of the Account (divorce, death, assignment, etc.), all remaining accountholders or survivors must immediately notify AIS in writing. AIS may take such actions in the Account as it deems advisable to protect against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of the decedent or departing joint account owner will be liable together with each of the remaining accountholders or survivors, jointly and severally, to AIS for any net debit balance or loss in the joint account resulting from any



transactions initiated prior to notification to AIS or incurred in the liquidation of the joint account or the adjustment of the interests of the respective parties. Notwithstanding the provisions of Section 42(K) of this Agreement, the legal ownership of Our Accounts will be governed by the internal laws of the state of residence. Unless otherwise instructed, if the individuals who sign this Agreement are husband and wife and legal residents of a community or marital property state, any securities purchased through AIS will be registered in their respective names, as shown on the Account, followed by the words "husband and wife as community property" or "community property."

In the event of a dispute between or among account holders of which AIS has notice, AIS reserves the right, but is not obligated, to place restrictions on the Account. For example, if an account holder requests a restriction be placed on access to funds in the Account because of a pending litigation or dispute between account holders, AIS may prohibit all transfers of funds from the Account, with such restrictions to remain in place until AIS actually receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all account holders. In such a case, all account holders remain liable for any pending settlements at the time of the restriction. AIS also may, at the expense of the account holders, commence or defend any action or proceeding for or in the nature of interpleader to have the dispute resolved judicially. If a suit or proceeding for or in the nature of interpleader is brought by or against it, AIS may deliver the Account into the registry of the court, at which time AIS will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Agreement.

- 25. Definition of the Word "Property."** For all purposes of this Agreement, the word "Property" means all kinds of monies, securities, and all contracts, investments and options relating thereto, whether for present or future delivery, and all distributions, proceeds, products and accessions of all such items. This includes all such Property held, maintained or carried by Apex in any manner.
- 26. Legal Process Affecting My Account.** If legal action such as an attachment, garnishment, levy or other state or federal legal process ("Legal Process") is brought against My Account, AIS may refuse to permit (or may limit) withdrawals or transfers from My Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such Legal Process, AIS has first claim to any and all funds in My Account. AIS will not contest on My behalf any such Legal Process and may take action to comply with such Legal Process as it determines to be appropriate in the circumstances without liability to Me, even if the legal process purports to affect the interest of only one owner of a joint account and even if any funds AIS may be required to pay out leaves insufficient funds to pay a check I have written. If AIS incurs any expenses, including without limitation, reasonable attorney fees, in connection with any such Legal Process, it may charge any expenses and fees to My Account or any other account I may have with without prior notice, or it may bill Me directly for such expenses and fees. Any garnishment or other levy against My Account is subject to AIS' right of setoff and security interest.
- 27. Event of Death.** It is further agreed that in the event of My death or the death of one of the joint account holders, the representative of My estate or the survivor or survivors must immediately give AIS written notice thereof, and AIS may, before or after receiving such notice, take such action, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the Account

as it may deem advisable to protect it against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of My death or the death of one of the joint account holders, all open orders will be canceled, but AIS will not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, AIS may in its discretion close out any or all of the Accounts without awaiting the appointment of a personal representative for My estate and without demand upon or notice to any such personal representative. The estate of any deceased joint account holder will be liable and each surviving joint account holder will continue to be liable, jointly and severally, to AIS for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by AIS of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties. Such notice will not affect AIS' rights under this Agreement to take any action that it could have taken if I had not died.

- 28. Tax Advice and Tax Reporting.** Under no circumstance does AIS provide tax advice and I may not rely on any representations made by AIS relating to tax matters. The proceeds of sales transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law.
- 29. Information Accuracy.** I (A) certify that the information contained in this Agreement, the account application, and any other document that I furnish in connection with My Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing AIS to extend credit is a federal crime; (B) authorize AIS to contact any individual or firm noted herein or on the documents referred to in subsection (A) of this Section and any other normal sources of debit or credit information; (C) authorize anyone so contacted to furnish such information to AIS as it may request; and (D) agree that this Agreement, the account application and any other document I furnish in connection with My Account is AIS property, as the case may be. I will promptly advise AIS of any changes to the information in such agreements and documents in writing within ten days. AIS may retain this Agreement, the account application, and all other such documents and their respective records at its sole discretion, whether or not credit is extended.
- 30. W-9 and FATCA Certification.** Under penalties of perjury, I certify that the taxpayer identification number indicated on the account application is My correct taxpayer identification number. Unless I have informed AIS differently, I certify that I am not subject to backup withholding, and I am a U.S. Person (including a U.S. resident alien). Any FATCA code(s) (if any) indicating that I am exempt from FATCA reporting is correct.
- 31. Credit Information and Investigation.** I authorize AIS to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, AIS agrees to provide Me a copy of any report so obtained.
- 32. Customer Authentication.** I authorize My wireless carrier to use or disclose information about My account and My wireless device, if available, to AIS or its service provider for the duration of My business relationship, solely to help them identify Me or My wireless device and to prevent fraud. I have reviewed the Ally Privacy Notice and understand how AIS treats My data.

**33. Equity Orders and Payment For Order Flow.** SEC rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker or dealer from any broker or dealer in return for directing orders. AIS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These may include size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments and/or credits received by AIS in connection with any specific transactions will be furnished upon written request.

**34. Free Credit Balances.** I consent to participate in Apex's FDIC-Insured Sweep Program (the "Program") and consent to AIS and/or Apex placing or investing (i.e., "sweeping") the cash balance (also known as a "free credit balance") in My Account into FDIC-insured bank deposit account(s) with participating banks in the Program (the "Program Banks"), or into such other accounts or arrangements as AIS and/or Apex may make available from time to time. While my free credit balance is on deposit at a Program Bank, it will be eligible for pass-through deposit insurance from the FDIC. I understand that a list of the Program Banks can be found at [apexfintechsolutions.com/legal/disclosures/banksweep-bank-list](https://apexfintechsolutions.com/legal/disclosures/banksweep-bank-list). I understand that neither Apex nor AIS is an FDIC-insured bank, and the FDIC's deposit insurance only covers failure of insured banks, such as the Program Banks. I also understand that certain conditions must be satisfied for pass-through deposit insurance coverage to apply. The Program is subject to and controlled by the terms of this Agreement and the Terms and Conditions of the Program. I understand that if I wish to not participate in the Program and to not have My free credit balances automatically placed or invested into the Program, I must contact AIS at 1-855-880-2559 or provide written notice to AIS. I further understand that AIS and/or Apex may change, modify, delete, or replace the products in the Program from time to time in its/their discretion and that, in such case, I will receive advance notice as required by law. I understand that if my Account is managed by Ally Invest Advisors, it is ineligible for the Program.

With respect to any cash balance that is automatically transferred to an account at a Program Bank, I agree that I am solely responsible for monitoring My balances with the Program Banks, both held through and outside the Program, to determine whether I have total deposits held in the same capacity at any Program Bank in excess of the FDIC deposit insurance limit. Balances held through the Program at Program Banks are insured by the FDIC up to the applicable limit, per Program Bank, but are not insured by SIPC nor are they obligations of AIS and/or Apex. AIS and/or Apex may, without notice, withdraw or redeem My deposits or holdings to the extent necessary to satisfy any debits arising in any of My Accounts. I understand that AIS and Apex are not obligated to pay interest on any free credit balance in My Account. I further understand that My free credit balance may be deposited with Ally

Bank, an affiliate of AIS, and AIS may receive from Apex rebates or other compensation derived from My margin debt balances, money market accounts, or free credit balances. I also understand that the free credit balance in My account may be held in an account held by Apex at Ally Bank. I understand that free credit balances provide a relatively low-cost source of funds for AIS, Apex, and Ally Bank and thus help contribute to their profitability.

- 35. Fees and Charges.** I understand that there are charges for commissions and fees for executing buy and sell orders and for other services provided under this Agreement. I also agree to pay all applicable federal, state and local taxes associated with or related to activities in My Account. I authorize AIS to automatically debit My Account for any such brokerage commissions, charges, fees and taxes. I agree to pay such commissions and fees at the then prevailing rate. I acknowledge that the prevailing rate of commissions and fees may change, and that change may occur without notice. I agree to be bound by such changes. I specifically agree to pay a reasonable rate of interest on the principal amount of any debit balance carried with respect to My Account. Interest may be charged against My Account in connection with cash withdrawals, if the proceeds from a security sale are disbursed before the regular settlement date of the sale transaction, and for late payments. If AIS receives My payment for securities purchases in a cash account after the settlement date, I will be charged a late payment fee of \$25 plus a daily interest charge on the debit balance until AIS is fully paid. Charges will be calculated using a prevailing interest rate. The charges will accrue until paid and posted to My Account on the day following payment of the debit balance. Interest due on My Account is payable on demand. I also agree to pay such expenses incurred by AIS in connection with collection of any unpaid balance due on My Accounts including, but not limited to, attorney's fees allowed by law. I authorize AIS, at its discretion and without further prior notice, to utilize an electronic check process or Automated Clearing House ("ACH") facility to draft funds in the amount of any of My checks payable to AIS, its agents or assigns.
- 36. Electronic Fund Transfers.** I understand that AIS offers the ability to initiate electronic fund transfers ("EFTs") to and from My Account, including by means of processing through the Automated Clearing House network ("ACH"), or via One Ally Transfers ("OAT") (which involve transfers of funds between accounts at AIS and Ally Bank). For purposes of this Agreement, an EFT is any transfer of funds initiated by computer (including a mobile device) or telephone (if it involves periodic or recurring transfers), excluding wire transfers and transfers originated by check, draft, or similar paper instrument.

I authorize AIS to initiate EFTs by making credit entries and debit entries between My Account and any of My bank accounts at (a) Ally Bank; or (b) any other depository institution I specify via the online Electronic Funds Transfer Program (each such bank account, whether at (a) or (b), an "EFT Bank Account"). I further authorize adjustments (if necessary) for any entries in error and to credit or debit the same between My Account and any EFT Bank Account. I further agree that anyone using the user ID associated with My Account is authorized to initiate transfers to or from any EFT Bank Account. I acknowledge and agree that I am bound by, and that the origination of EFTs to and from My Account or any EFT Bank Account, must comply with the provisions of applicable United States federal and state laws, the Nacha Operating Rules & Guidelines (if applicable), and this Agreement. I agree to confirm identification of My Account and any EFT Bank Account at the time of the initial credit or debit entry to any such account and to notify AIS immediately if an incorrect entry is posted to any such account in

connection with an AIS-related EFT.

I certify and warrant that: (a) any bank account information I have provided or will provide in connection with EFTs is and will be correct; (b) I have not been notified that any EFT Bank Account is subject to backup withholding, and I will not specify as an EFT Bank Account any bank account for which I have been so notified; (c) all funds credited to, or debited from, any EFT Bank Account are My funds and no EFT Bank Account shall be used for funds belonging exclusively to any third party; (d) I am of legal age to give this authorization; (e) no other person is required to give authorization for a withdrawal from any EFT Bank Account; (f) I will not initiate any EFTs that would exceed or otherwise violate limitations on deposits into or withdrawals from an applicable EFT Bank Account that are imposed by the depository institution holding such account; and (g) that I am an authorized signer on all EFT Bank Accounts.

If I do not recognize any EFT transaction in My Account, I understand I should notify AIS immediately. AIS may provide the means to cancel an EFT and will notify Me in writing or provide notice on its website of any such mechanism. Any such notice shall serve to amend the terms of this Authorization to encompass such method.

If Ally Invest receives an EFT request for My Account in excess of a certain threshold dollar value (the "Threshold Amount"), AIS will automatically reject such request. The Threshold Amount is currently \$250,000.00, but AIS may change that at any time without notice. AIS will endeavor to provide notice in writing promptly of any such change to the Threshold Amount, but failure to do so will not negate any such change or result in any liability to AIS. I also understand that, in addition to the Threshold Amount, the depository institution that holds my EFT Bank Account may impose limits of its own, and that such limits may impact the completion of the EFT.

In order to prevent instances of fraudulent transfers, AIS may, in its sole discretion, limit or restrict outgoing EFT transactions for a period of time after the opening of My Account.

AIS may, from time to time, add additional security measures, in its sole discretion, with or without notice. Such security measures may, in some instances, result in an EFT being delayed or rejected. AIS will not be liable for any loss or damages incurred as a result of any delay or rejection of an EFT as the result of such security measures.

(A) Use and Purpose. For security reasons, AIS may limit the amount or number of EFTs in My Account. If AIS suspects that I have used any EFT to conduct an illegal transaction, AIS reserves the right to terminate My ability to conduct future EFTs. AIS reserves the right to decline any EFT request at any time, even if there is sufficient spending power available in My Account to settle the transaction, if, in its sole discretion, it believes that a transaction is for an improper purpose, is fraudulent, or is otherwise not within the terms of the service as set forth in this Agreement. AIS will not be liable for any incidental or consequential damages incurred by Me or any other person as a result of declining any EFT request.

- (B) Available to Withdraw. My spending power may fluctuate from day to day because it is dependent upon changes in the available cash balance (and, in the case of margin accounts, available margin spending limits) in My Account. Promptly after AIS is notified of an EFT request, My spending power is reduced. I promise not to make an EFT transaction that exceeds My spending power. If I attempt to make such a transaction, the transaction will likely be declined. If, for any reason, such transaction is not declined, I agree to be responsible for such transaction to the full extent permitted under any applicable agreement I have with AIS or Apex.
- (C) Payment for EFTs. Each business day, AIS will receive notice of any ACH transactions I have initiated in My Account. Funds will automatically be withdrawn from My Account to satisfy any debits that are settling that day. I authorize AIS to charge My Account in order to pay for EFTs that I initiate through any EFT Bank Account, whether via ACH or otherwise. Each transaction shall be considered to be My direction to AIS to charge My Account in order to settle the EFT transaction I initiated. When I make a payment using an EFT, the charge or reduction to My spending power generally occurs immediately upon receipt by AIS of the request.
- (D) Payment of Items. All ACH transactions will be accumulated on each day that the Nacha system is operating and settled in any order AIS chooses. AIS will debit or credit My Account in the transaction amount on the day a transaction settles, including any fees or other charges associated with the transaction. For each EFT to My bank account at Ally Bank, AIS will generally debit or credit My Account upon receipt of such EFT request. If I do not have a sufficient available cash balance at the time a transaction settles, if I have a margin account, AIS will settle the transaction by increasing My current margin debit (if any), up to My margin spending limit. If I do not have sufficient spending power to settle an EFT, AIS will decline the request. If AIS inadvertently approves or settles an EFT for which I lack sufficient spending power, I hereby authorize AIS to attempt to reverse the transaction. If AIS is unable to do so, I understand that I will be liable for the full amount of the EFT, even if it exceeds My spending power at the time of settlement. I understand that margin transactions carry substantially increased risk, including the risk that AIS may be obligated to liquidate My Account in part or whole if it falls below its minimum maintenance margin level, and that I will be charged interest on any margin debit incurred. I understand that AIS generally will not issue margin calls in connection with margin deficiencies and that I may not be able to transfer funds into My Account quickly enough to prevent liquidation in the event that My Account falls below maintenance margin requirements on either an intraday or overnight basis. I understand that the Margin Account Agreement and Disclosure has details about the risks of margin trading and AIS' policies in connection with margin deficits, margin calls, and liquidation.
- (E) Limitations on Frequency and Dollar Amounts of Transactions. For security reasons, AIS may further limit the number or dollar amount of EFTs I can make per day, or the maximum amount of any single EFT.
- (F) Recurring Transactions. If I intend to engage in recurring transactions, I should monitor My balance and ensure I have funds available in My Account to cover the transactions. "Recurring transactions" are transactions that I authorized in advance to be charged to My Account at substantially regular

intervals. AIS is not responsible if a recurring transaction is declined because I have not maintained a sufficient balance in My Account to cover the transaction. If I have authorized a third party to make a recurring transaction and I do not expect to have sufficient spending power in My Account to cover the transaction, I also should contact the applicable third party in order to stop the recurring transaction.

If I've scheduled a one-time or recurring EFT, I can stop any such EFT by calling or writing AIS using the contact information in Section 42(A) in time for AIS to receive My request, and no later than three business days before the EFT is scheduled to be made. If I call, AIS may also require Me to put My request in writing and get it to AIS within 14 days. I can also stop the EFT by logging into My Account and canceling it myself no later than three business days before the EFT is scheduled to be made. Whether I call, write, or log in to cancel an EFT, I understand that if I originally scheduled the EFT to process immediately (e.g., via OAT), or if the EFT has either already begun processing or been completed, I won't be able to cancel it. For purposes of this Agreement, "business day" means Monday through Friday, excluding federal holidays.

(G) Authorization to Share Information with Third Parties. AIS will not reveal any information to third parties about My Account or any transaction information in connection with My EFT transactions, EXCEPT I hereby authorize AIS to share information concerning such transactions: (1) with its affiliates and agents for the purpose of servicing EFT transactions; (2) as necessary to complete such transactions or provide Me with other services; (3) with any other persons and entities if for the purpose of resolving disputes arising from EFT transactions; and (4) under any other circumstances contemplated by the Ally Privacy Notice.

(H) Liability. I should tell AIS AT ONCE if I believe that an EFT has been made in My Account without My permission. I understand that telephoning is the best way of keeping My possible losses down and that the toll-free number to call is (855) 880-2559.

If I tell AIS within two business days after I learn of an unauthorized EFT transaction or the loss or theft of My PINs, I can lose no more than \$50 if someone initiated an EFT transaction or used My PINs to approve an EFT transaction without My permission. If I do NOT tell AIS within two business days after I learn of an unauthorized transaction or of the loss or theft of My PINs, and AIS can prove it could have stopped someone from engaging in an unauthorized EFT if I had told them, I could lose as much as \$500.

If I do not tell AIS within 60 calendar days after the statement showing the first unauthorized transaction was made available, I may not get back any money I lost after the 60 days if AIS can prove that it could have stopped someone from taking the money if I had told them in time. If a good reason (such as a long trip or a hospital stay) kept Me from informing AIS, the time period may be extended.

If AIS does not complete a transfer to or from My Account on time or in the correct amount, AIS will be liable for My losses or damages. However, there are some exceptions. AIS will not be liable, for instance: (1) if, through no fault of AIS, I do not have enough spending power to make the

transfer; (2) if the system was not working properly and I knew about the breakdown when I started the transfer; (3) if circumstances beyond AIS' control (such as fire or flood) prevent the transfer, despite taking reasonable precautions; or (4) pursuant to any other exceptions stated in this Agreement.

- (I) Error Resolution and Unauthorized Transfers. In the case of errors or questions about electronic funds transfers, I should telephone AIS at (855) 880-2559, or write AIS at Ally Invest Securities, P.O. Box 30248, Charlotte, NC 28230, or log into My Account as soon as I can and engage in a chat with an AIS customer service representative. AIS must hear from Me no later than 60 calendar days after the FIRST statement showing the error becomes available. When I contact AIS, I will: (1) state My name and Account number; (2) describe the error or the transfer I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and (3) state the dollar amount of the suspected error. If I report an unauthorized transaction orally, AIS may require a written statement within 10 business days.

AIS will tell Me the results within three business days after completing its investigation and will correct any error promptly. If AIS decides that there was no error, I will receive a written explanation. I may ask for copies of the documents used in any such investigation.

- (J) No Warranty. In the event that I pay a third party, directly or indirectly, for any goods or services through the use of an EFT, AIS is not responsible for the delivery, quality, safety, legality, or any other aspect of such goods or services. Any disputes regarding any such goods or services must be addressed to the merchants from whom any such goods and services were purchased.

### **37. ARBITRATION.**

- (A) THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

- (I) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- (II) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- (III) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- (IV) 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.**
- (V) THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**



(VI) 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.

(VII) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

(B) NO PERSON SHALL 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: (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

(C) I AGREE TO ARBITRATE, UNDER THE FINRA CODE OF ARBITRATION PROCEDURE, ALL DISPUTES, CONTROVERSIES, AND CLAIMS AGAINST AIS AND APEX ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROGRAM.

(D) THIS AGREEMENT TO ARBITRATE CONSTITUTES A WAIVER OF THE RIGHT TO SEEK A JUDICIAL FORUM UNLESS SUCH A WAIVER WOULD BE VOID UNDER THE FEDERAL SECURITIES LAWS. IF I AM A FOREIGN NATIONAL, NON-RESIDENT ALIEN, OR IF I DO NOT RESIDE IN THE UNITED STATES, I AGREE TO WAIVE MY RIGHT TO FILE AN ACTION AGAINST AIS OR APEX IN ANY FOREIGN VENUE.

**38. Setoff and Security Interest Rights.** I grant AIS a security interest in each of My accounts with AIS and its affiliates (each, an "Ally Company") for obligations owing to any Ally Company. These obligations include both secured and unsecured debts and debts I owe individually or together with someone else. AIS may take or set off funds in any or all of My accounts with any Ally Company for direct, indirect and acquired obligations that I owe any Ally Company, including any balances as a result of not having sufficient funds available, regardless of the source of funds in an account. To the extent My Accounts do not hold sufficient funds to satisfy any such obligations, I authorize AIS to liquidate securities in My Accounts to generate the necessary funds. These rights are in addition to other rights AIS has to take or charge funds in My account for obligations I owe. AIS' security interest and right of setoff will not apply if such security interest or right of setoff would invalidate the tax-advantaged status of any retirement account (e.g., an IRA) that I maintain with AIS.

AIS may consider this Agreement as My consent to AIS asserting its security interest or exercising its right of setoff should any laws governing My account require My consent. If the law restricts AIS' ability to take or setoff funds in My account, or if some government payments are protected from attachment, levy, or legal process, to the extent that AIS may do so by contract, I waive those conditions and limits and authorize AIS to apply funds in any or all of My accounts with AIS, its parent, affiliates or subsidiaries to obligations I owe. I understand that exercising these rights may result in early

withdrawal penalties or may cause AIS to dishonor items should its actions result in nonsufficient funds in My account.

In the case of a joint account, AIS may exercise these rights against the joint account owners. These rights exist no matter who contributed funds to the joint account. Similarly, each joint owner agrees that AIS may use the money in any individual accounts to satisfy obligations in a joint account.

- 39. Consent to Do Business Electronically.** I have received and read, understand, and agree to the terms contained in, the document entitled Ally Invest Consent to Receive Information Electronically and Use Electronic Signatures. I understand that if I withdraw such consent, My account may be terminated.

I accept notice by electronic means as reasonable and proper notice for the purpose of any and all laws, rules, and regulations. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic, and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I agree to not contest the admissibility or enforceability of AIS' electronically stored copy of the Agreement.

Unless otherwise required by law, AIS reserves the right to post Account-related information and documents on its website without providing notice to Me. Further, AIS reserves the right to send Account-related information and documents to My postal or e-mail address of record. I agree that delivery by any of the foregoing methods is considered personal delivery when sent or posted by AIS, whether I receive it or not. All e-mail notifications regarding My Account will be sent to My e-mail address of record. Regardless of whether I receive an e-mail notification, I agree that I am responsible for regularly reviewing the AIS website for information related to My Account including, without limitation, time-sensitive or otherwise important communications.

Additionally, I acknowledge that the Internet is not a secure network and agree that I will not send any confidential information including, without limitation, account numbers or passwords, in any unencrypted e-mails. I also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold AIS and its affiliates harmless for any such access regardless of the cause, subject to any rights I may have under applicable law.

- 40. API.** AIS may, in its sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the "API Package") (such third parties, "API Licensees"), to make available certain features and functionality of AIS' mobile applications, websites, or technology platform via the API Licensees' products (such products, the "Licensee Products"). If I choose to use an API Package, I agree that the API Package may employ security, policies, procedures, and systems of third-party providers which may nor may not be as stringent and secure as those of AIS.

- 41. Trusted Contact Person.** AIS will provide Me with the ability to designate a "Trusted Contact Person". To the extent I have designated a Trusted Contact Person for My Account(s), AIS and associated persons of AIS are authorized to contact My Trusted Contact Person and disclose information about

My Account(s) to address possible financial exploitation, to confirm the specifics of the customer's current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165.

**42. Miscellaneous Provisions.** The following provisions also govern this Agreement:

- (A) Complaints. If I have a complaint regarding My Account or other services received from AIS, I will direct it to the Ally Invest Customer Service Department and address listed below. I agree to provide AIS with a detailed written explanation of My concern including My Account number. The complaint will also be signed and dated by me. I can also inform AIS of My complaint by email at [support@invest.ally.com](mailto:support@invest.ally.com) and by telephone at (855) 880-2559.

ALLY INVEST  
CUSTOMER SERVICE DEPARTMENT  
PO BOX 30248  
CHARLOTTE, NC 28230

AIS will investigate My complaint or question and respond to Me generally within a reasonable time, but AIS retains the discretion, however, to take more time if needed to thoroughly investigate My complaint or question.

Nothing in this Agreement is intended or should be construed to prohibit, restrict, or otherwise limit My right to respond to or affirmatively contact the relevant governmental, regulatory, and law enforcement authorities in connection with My Account.

- (B) Ratification. I hereby ratify and confirm all transactions made and entered into with AIS and Apex.
- (C) Headings. The heading of each provision hereof is for descriptive purposes only and will not be (i) deemed to modify or qualify any of the rights or obligations set forth herein or (ii) used to construe or interpret any of the provisions hereunder.
- (D) Binding Effect; Assignment. This Agreement binds My heirs, assigns, executors, successors, conservators and administrators. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining AIS' prior written consent. AIS may assign, sell or transfer My Account and this Agreement, or any portion thereof, at any time, without My prior consent.
- (E) Severability. If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions will be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement will continue in full force and effect.

- (F) Entirety of Agreement. This Agreement, any attachments hereto, and other agreements and policies referred to in this Agreement (including, but not limited to, the website postings listed below) and the terms and conditions contained in My Account statements and confirmations contain the entire agreement between AIS and Me; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between AIS and Me, provided, however, that any and all other agreements, if any, between AIS and Me, not inconsistent with this Agreement, will remain in full force and effect.

I agree and understand that AIS may post on its website other specific agreements, disclosures, policies, procedures, and terms and conditions that apply to My use of the AIS website and to My Account. I understand that it is My continuing obligation to understand the terms of such postings, and I agree to be bound by such postings as are in effect at the time of My use. The full list of specific agreements, disclosures, policies, procedures, and terms and conditions are on the AIS web site at <https://www.ally.com/invest/disclosures/>.

- (G) Amendment. AIS may at any time amend this Agreement without prior notice to Me. The current version of the Agreement will be posted on the AIS website and My continued Account activity after such amendment constitutes My agreement to be bound by all amendments to the Agreement, regardless of whether I have actually reviewed them. Continued use of AIS' website or services after such posting will constitute My acknowledgment and acceptance of such amendment. I agree to regularly consult the AIS website for up-to-date information about AIS services and any modifications to this Agreement. AIS is not bound by any oral statements that seek to amend the Agreement.

- (H) Termination. AIS may terminate this Agreement, or close, deactivate or block access to My Account at any time in its sole discretion. If an Account is managed by Ally Invest Advisors Inc. and the advisory agreement applicable to such Account is terminated for any reason, I understand that AIS will close, and this Agreement will terminate with respect to, such Account. I will remain liable to AIS for all obligations incurred in My Account or otherwise, whether arising before or after termination. I may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of My Account.

- (I) No Waiver; Cumulative Nature of Rights and Remedies. AIS' failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on its part to exercise any power or right given in this Agreement, or a continued course of such conduct on its part, will at no time operate as a waiver of such power or right, nor will any single or partial exercise preclude any other further exercise. All rights and remedies given to AIS in this Agreement are cumulative and not exclusive of any other rights or remedies to which it is entitled.

- (J) Domestic Customers Only. The products and services described on the AIS website and mobile application are only offered in jurisdictions where they may be legally offered. Nothing on the AIS website or mobile application constitutes an offer or solicitation of securities, products, or services in any jurisdiction where their offer or sale is not qualified or exempt from registration. I understand that AIS products and services are intended for U.S. customers only and may or may not be offered

or available in other countries. I understand that AIS, at its sole discretion may accept unsolicited accounts from a non-U.S. resident, depending on the country of residence and other factors. I understand that AIS is based in the United States and that it accepts only U.S. currency in its customer accounts.

- (K) Governing Law. This Agreement and all transactions made in My Account are governed by the laws of the State of North Carolina (regardless of the choice of law rules thereof), except to the extent governed by federal securities law, the Federal Arbitration Act, SRO Rules, and to the constitution, rules, regulations, customs and usage of the exchanges or market (and its clearing house) where executed.

**BY MY PHYSICAL SIGNATURE ON THE ACCOUNT APPLICATION OR BY MY ELECTRONIC SIGNATURE ON THE ONLINE ACCOUNT APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 37.**



Ally Invest  
PO Box 30248  
Charlotte, NC 28230  
T: 1 855 880 2559  
F: 1 866 659 0563

## **Ally Invest Online Services Agreement (“OISA” Or “Online Investing Terms And Conditions”)**

This Ally Invest Online Services Agreement, as amended from time to time, (“Agreement”) governs your use of and access to Ally Invest Securities LLC, Ally Invest and Ally Invest Advisors Inc. (collectively “Ally Invest”) online services. Please read and download, save, and/or print a copy for your records. If you have any questions, you can speak directly with Customer Care by calling 855-880-2559, or visit [www.ally.com/invest](http://www.ally.com/invest).

Please read this Agreement carefully. This Agreement includes, among other things:

1. Acceptance of Terms
2. Description of Service
3. General Rules and Obligations
4. Use of Social Media
5. Restricted Access
6. Privacy Policy
7. Ownership of Account and Security
8. Disclaimer of Warranties
9. Limitation of Liability
10. Other Exclusions and Limitations
11. Indemnity
12. U.S. Government Restricted Rights
13. General
14. Links
15. Modifications to Service
16. Violations
17. Revisions

### **1. Acceptance of terms**

These terms apply to the use of the websites owned by Ally Financial Inc. and operated by its affiliates Ally Invest. Your use of the Ally Invest websites (the “Service”), and all Ally Invest online tools, is subject to these ONLINE INVESTING TERMS AND CONDITIONS. Ally Invest reserves the right to update and change the ONLINE INVESTING TERMS AND CONDITIONS from time to time without notice or acceptance by you. By using the Service, you (“You”, “Your”, the “User”) signify your irrevocable acceptance of these ONLINE INVESTING TERMS AND CONDITIONS.

### **2. Description of service**

The Service may include or make available the following (collectively, “Content”):

- (a) account positions, balances, transactions, history;
- (b) general news and information, commentary, research reports and data concerning the financial markets, securities, and other subjects;
- (c) market data such as quotations for securities and/or last sale information for completed transactions reported in accordance with federal regulations;
- (d) financial and investment interactive tools, such as alerts or calculators;
- (e) access to blogs, wikis, online conferences, telecasts, webinars, podcasts, bulletin boards and other public forums;
- (f) bill payment, account management tools, and information that may be needed for tax preparation; and
- (g) investment advice tools.

Some of the Content is supplied by companies or individuals that are not affiliated with Ally Invest (“Content Providers”). Most Content from the Content Providers is available through framed areas or through hyperlinks to the Service and Information Provider’s web sites.

### **3. General rules and obligations**

By using the Service, you are indicating your acceptance, without modification, of the disclaimers, terms and conditions set forth in this document, which apply equally to Ally Invest and to the Content Providers. Customers of Ally Invest who open an investment account are granted additional levels of access to the website and their relationship with Ally Invest is governed by additional agreements and terms of use.

In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Ally Invest to provide the Service. You also understand and agree that the service may include certain communications from Ally Invest, such as service announcements and administrative messages, and that these communications are considered part of Ally Invest membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new feature that augments or enhances the current Service, including the release of new Ally Invest properties, shall be subject to the ONLINE INVESTING TERMS AND CONDITIONS. You agree not to access the Service by any means other than through the interfaces that are provided by Ally Invest for use in accessing the Service. Should you choose to do so, Ally Invest disclaims all responsibility in regard to the results.

Content is provided on an "as is," "as available" basis, and neither Ally Invest nor the Content Providers make any representations as to the suitability of the Service or the materials for any purpose. Ally Invest and the Content Providers expressly disclaim any and all warranties, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability and accuracy with respect to the service and the materials.

Content posted on the Ally Invest website is published as of its stated date or, if no date is stated, the date of first posting. Neither Ally Invest nor the Content Providers have undertaken any duty to update any such information.

Ally Invest provides self-directed investors with discount brokerage services and does not make recommendations or offer investment advice through the Service except for those clients bound by an advisory agreement that receive advice directly from Ally Invest Advisors. You are solely responsible for evaluating the merits and risks associated with the use of any Content on the website before making any decisions based on such Content. You agree not to hold Ally Invest or the Content Providers liable for any possible claim for damages arising from any decision you make based on information made available to you through this Service.

The Content, investment products and services offered on the Web sites are intended for U.S. residents only. They shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

Ally Invest does not prepare, edit, or endorse Content from Content Providers. Ally Invest does not guarantee its accuracy, timeliness, completeness or usefulness, and is not responsible or liable for any content, advertising, products, or other materials on or available from third party sites. Use of the Content from Content Providers is at your own risk.

Any price quotes may be delayed twenty (20) minutes or longer, according to the rules and regulations applicable to Exchanges and Content Providers. Neither Ally Invest nor the Content Providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes. Neither Ally Invest nor the Content Providers make any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investment.

Content is provided exclusively for personal and noncommercial access and use. The Ally Invest, or Content Providers' company names and logos and all related product and service names, design marks and slogans are the property of the respective company or its affiliates. You are not authorized to use any such name or mark in any advertising, publicity or any other commercial manner. You may not modify, copy, distribute, publish, license or sell any proprietary content or any derivative work based on such content.

Ally Invest and/or the Content Providers may discontinue or modify any category of Content at any time. You release and agree to indemnify and hold harmless Ally Invest and the Content Providers for any loss or damages that may result.

By using the Web sites, you consent to any form of recording and retention of any communication, information and data exchanged between you and Ally Invest or its representatives or agents.

With respect to any additional software that may be made available by Ally Invest in connection with the Service, if you elect to download or access such additional software, you understand that you may have to agree to additional terms and conditions before you use such software.

#### **4. Use of social media**

You acknowledge that you alone are responsible for evaluating the merits and risks associated with the use of Ally Invest systems, services or products. You understand that all investments involve risk, losses may exceed the principal invested, and the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns. You acknowledge that you have read, understood and accepted the disclosures and these ONLINE INVESTING TERMS AND CONDITIONS that apply to your use of Ally Invest's website and the Services. You understand that for any questions or concerns regarding a particular trade, service or transaction related to an Ally Invest investment account, you must contact Ally Invest customer service directly. You acknowledge that service questions posed via Social Media may not be handled as promptly as through core service channels during our posted business hours.

You understand that certain regulations prevent Ally Invest from publicly responding to individual customer issues. Your complaints or grievances, relative to a specific transaction or service of Ally Invest, posted on the Social Media may be removed by Ally Invest from public view and addressed through private correspondence with You and in accordance with Financial Industry Regulatory Authority ("FINRA"), and Securities and Exchange Commission ("SEC") regulations for customer complaints. For any questions or concerns regarding a particular trade, service or transaction, you must contact Ally Invest customer support directly.

#### **5. Restricted access**

In order to use certain parts of the Service, you must be an Ally Invest customer who has obtained a valid Ally online ID ("Customer"). To open an account, you must provide Ally Invest with certain personal information ("Account Data"). You will choose a password and account designation during the Service's account opening process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Ally Invest of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Ally Invest shall not be liable for any loss or damage arising from your failure to comply with this Section 5. In consideration of use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's account opening and account maintenance processes, and (b) maintain and promptly update your Account Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Ally Invest has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Ally Invest has and retains the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Account holders under 18 years of age are not permitted.

#### **6. Privacy policy**

Account Data and certain other information about you are subject to Ally Financial's privacy policy, the terms of which are located on Ally's websites and are incorporated into this ONLINE INVESTING TERMS AND CONDITIONS by reference.

#### **7. Ownership of account and security**

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account. You agree to immediately notify Ally Invest of any unauthorized uses of the account or any other breaches of security. Ally Invest cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will Ally Invest be liable, in any way, for any acts or omissions by a Customer User or any other site visitor, including any damages of any kind incurred as a result of such acts or omissions.

#### **8. Disclaimer of warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALLY INVEST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(B) ALLY INVEST WILL MAKE REASONABLE EFFORTS TO MAINTAIN THE SERVICE; HOWEVER, ALLY INVEST IS NOT RESPONSIBLE FOR ANY DAMAGE, LOSS OF DATA, CUSTOMER INFORMATION OR VENDOR DATA, REVENUE, OR OTHER HARM TO BUSINESS ARISING OUT OF DELAYS, MISDELIVERY OR NONDELIVERY OF INFORMATION, RESTRICTION OR LOSS OF ACCESS, BUGS OR OTHER ERRORS, UNAUTHORIZED USE DUE TO YOUR SHARING OF ACCESS TO THE SERVICE OR FAILURE TO PROPERLY PROTECT YOUR LOG IN INFORMATION, OR OTHER INTERACTION WITH THE SERVICE. ALLY INVEST DOES NOT WARRANT THAT (I) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.



(C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE ONLINE INVESTING TERMS AND CONDITIONS.

(E) ANY "MORAL RIGHTS" IN POSTED MATERIAL HAVE BEEN WAIVED.

### **9. Limitation of liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ALLY INVEST SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, REPORTED EARNINGS, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ALLY INVEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

You will not hold Ally Invest and/or Content Providers liable in any way for:

- (a) any inaccuracy of, error or delay in, or omission of the Content; or
- (b) any loss or damage arising from or occasioned by: i) any error or delay in the transmission of such Content, ii) interruption in any such Content due to any negligent act or omission by any party to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other acts of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or iii) any other cause beyond the reasonable control of Ally Invest and/or Content Providers, or iv) non-performance.

### **10. Other exclusions and limitations**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 9 AND 10 MAY NOT APPLY TO YOU. IN SUCH STATES, ALLY INVEST'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

### **11. Indemnity**

You agree to indemnify and hold Ally Invest and its parents, subsidiaries, affiliates, directors, officers, agents, co-branders, the Content Providers or other partners, employees and shareholders harmless from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to - whether you are a Customer user or not - your access and/or use of, or interaction with, the Content, your use of the Service, your connection to the Service, your violation of the ONLINE INVESTING TERMS AND CONDITIONS, the infringement or violation by you of any intellectual property or other rights of any person or entity, or any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law. The User is solely responsible for his or her actions when using the Service, including, but not limited to, costs incurred for Internet access.

### **12. U.S. Government restricted rights**

The materials on the Service are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the U.S. Government constitutes acknowledgment of Ally Invest's proprietary rights in them, as applicable.

### **13. General**

- (a) Notices to you may be made via either electronic mail or regular mail.
- (b) The Service may also provide notices of changes to the ONLINE INVESTING TERMS AND CONDITIONS or other matters by displaying notices or links to notices to you generally on the Service.
- (c) The ONLINE INVESTING TERMS AND CONDITIONS and the relationship between you and Ally Invest shall be governed by the laws of the State of New York without regard to its conflict of law provisions.
- (d) You and Ally Invest agree to submit to the personal and exclusive jurisdiction of the courts located within the State of New York.

(e) The failure of Ally Invest to exercise or enforce any right or provision of the ONLINE INVESTING TERMS AND CONDITIONS shall not constitute a waiver of such right or provision.

(f) The ONLINE INVESTING TERMS AND CONDITIONS constitute the entire agreement between you and Ally Invest and govern your use of the Service, superseding any prior agreements between you and Ally Invest (including, but not limited to, any prior versions of the ONLINE INVESTING TERMS AND CONDITIONS). You also may be subject to additional terms and conditions that may apply when you use affiliate or other Ally Invest services, third-party content or third-party software.

(g) If any provision of the ONLINE INVESTING TERMS AND CONDITIONS or incorporated documents is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the ONLINE INVESTING TERMS AND CONDITIONS remain in full force and effect.

(h) You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the ONLINE INVESTING TERMS AND CONDITIONS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the ONLINE INVESTING TERMS AND CONDITIONS are for convenience only and have no legal or contractual effect.

#### **14. Links**

The Service and/or the Content Providers may provide, or third parties may provide, links to other Internet sites or resources. Because Ally Invest does not have any control over such sites and resources, you acknowledge and agree that Ally Invest is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Ally Invest shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with use of or reliance on, any such Content, goods or services available on or through any such site or resource. SPECIAL NOTICE: THE LINKED SITES MAY CONTAIN CONTENT AND GRAPHICS THAT CONTAIN EXPLICIT MATERIAL UNSUITABLE FOR MINORS, OR MAY OTHERWISE BE OFFENSIVE. IF YOU ENTER THESE LINKED SITES, YOU ASSERT THAT YOU ARE OF LEGAL ADULT AGE IN YOUR JURISDICTION TO VIEW SUCH MATERIALS AND THE VIEWING, READING, AND/OR DOWNLOADING OF CONTENT FROM THESE LINKED SITES DOES NOT VIOLATE THE COMMUNITY STANDARDS OF YOUR LOCALITY, CITY, TOWN, COUNTY, STATE, PROVINCE, COUNTRY OR OTHER COMMUNITY TO WHICH YOU BELONG, AND/OR FROM WHICH YOU ACCESS THESE LINKED SITES. Framing of the Web Personal Site is prohibited.

#### **15. Modifications to service**

Ally Invest reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Ally Invest shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **16. Violations**

Please report any violations of the ONLINE INVESTING TERMS AND CONDITIONS to Ally Invest by sending an e-mail to [support@invest.ally.com](mailto:support@invest.ally.com).

#### **17. Revisions**

Ally Invest may at any time revise the ONLINE INVESTING TERMS AND CONDITIONS by updating this document. You agree to be bound by subsequent revisions and agree to review the ONLINE INVESTING TERMS AND CONDITIONS periodically for changes. The most updated version of this document will always be available for your review under the Terms & Conditions link that appears on the Ally Invest website.

Ally Invest Online Services Agreement ("OISA" or "Online Investing Terms and Conditions") Version 12

Updated 20240528



Ally Invest  
PO Box 30248  
Charlotte, NC 28230  
T: 1 855 880 2559  
F: 1 866 659 0563

## **Ally Invest Business Continuity Plan**

Ally Invest Securities LLC (broker-dealer member [FINRA/SIPC](#)), and Ally Invest Advisors Inc. (a registered investment adviser) (collectively, “Ally Invest”) has developed a business continuity plan to address how we respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions are unpredictable, we must be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

### **Contacting Us**

If, after a significant business disruption, you cannot contact us as you normally would through our [web site](https://www.ally.com/invest) (<https://www.ally.com/invest>), Live Chat, or by phone at (855) 880-2559, you should email us at [support@invest.ally.com](mailto:support@invest.ally.com). If you cannot reach us through any of those means and require prompt access to funds and securities or trade-related assistance, you should contact our clearing firm, Apex Clearing Corporation:

Apex Clearing Corporation  
350 North St. Paul St.  
Suite 1300  
Dallas, TX 75201214-765-1001

### **Our Business Continuity Plan**

We plan to quickly recover and resume business operations after a significant business disruption. We will respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to continue to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, relative to the scope and severity of the disruption.

Our business continuity plan addresses:

- Data backup and recovery;
- All mission critical systems;
- Financial and operational assessments;
- Alternative communications with customers, employees, and regulators;
- Alternate physical location of employees;
- Critical supplier, contractor, bank, and counter-party impact;
- Regulatory reporting; and
- Assuring our customers’ prompt access to their funds and securities if we are unable to continue or resume business.

Our clearing firm backs up our important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our clearing firm that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within the shortest time period possible. Your orders and requests for funds and securities could be delayed during this period.

### **Varying Disruptions**

Significant business disruptions can vary in their geographic effect, such as only our firm, a single building housing our firm, a business district where our firm is located, a city where we are located, or an entire region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to an alternative location as needed and recover and resume business as quickly as possible. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area and recover and resume business as quickly as possible. In either situation, we plan to continue business operations or transfer operations to our clearing firm if necessary and notify you through our [web site](https://www.ally.com/invest) (<https://www.ally.com/invest>), Ally Mobile Application or our number (855) 880-2559 as to how to contact us. If a significant business disruption is so severe that it prevents us from remaining in business, we will prioritize enabling our customers' prompt access to their funds and securities.

For More Information - If you have questions about Ally Invest's Business Continuity Plan, you can contact us at [support@invest.ally.com](mailto:support@invest.ally.com).



## **Apex US Consumer Privacy Notice**

**LAST UPDATED: October 31, 2023**

This Privacy Notice describes how Apex Clearing Corporation, as part of the Apex Fintech Solutions group of companies, ("Apex," "we," "us," "our") collects, discloses, and protects your personal information. Apex carries your account as a clearing broker by arrangement with your broker/dealer or registered investment advisor as Apex's introducing client. Please note that this notice generally applies to former customers of Apex as well as current customers.

### **Personal Information Collected**

In order to service your account as clearing broker, information is provided to Apex by your introducing firm who collects information from you in order to provide the financial services that you have requested. Apex also collects information from other third parties and when it provides services to you. The information may include:

- Information received from you, such as your name, address, telephone number, social security number, occupation, and income
- Information relating to your transactions, including account balances, positions, and activity
- Information which may be received from consumer reporting agencies, such as credit bureau reports
- Information relating to your creditworthiness
- Information which may be received from other sources with your consent or with the consent of your introducing firm

In addition, Apex may compile aggregate, anonymous, or de-identified data from various sources, including but not limited to accounts and transactions. This data, which Apex may use for its business purposes consistent with applicable law, does not identify individual customers.

### **Sharing of Nonpublic Personal Information**

Apex does not disclose your nonpublic personal information to any nonaffiliated third parties, except as required or permitted by law and for our everyday business purposes, including but not limited to any obligations of Apex under the USA PATRIOT Act, and to facilitate the clearing of customer transactions in the ordinary course of business. We may disclose all of the types of non-public personal information that we collect about you.

Apex has multiple affiliates and relationships with third party companies. Examples of these companies include financial and non-financial companies that perform services such as data processing and companies that perform securities executions on your behalf. Our affiliates include companies with an Apex or PEAK6 name and CODA Markets Inc. Apex may share information among its affiliates, as permitted by law and for our everyday business purposes, to better service your financial needs or to improve or expand our services and products.



We do not share your personal information in any manner that you have a right to limit under applicable US laws.

### **Security**

Apex implements and maintains reasonable security practices appropriate to the nature of the personal information we collect. These include administrative, technical, physical, and electronic safeguards designed to protect personal information from unauthorized or illegal access, destruction, use, modification, or disclosure. Among other things, we implement access control mechanisms to control our employees' access to systems and data, including non-public personal information.

### **Access to Your Information**

You may access your account information through a variety of media offered by your introducing firm and Apex (i.e. statements or online services). Please contact your introducing firm if you require any additional information.

### **Changes to this Privacy Notice**

Apex reserves the right to make changes to this notice.

### **How to Get in Touch with Apex about this Privacy Notice**

For reference, this Privacy Notice is available on our website at [www.apexfintechsolutions.com/privacy](http://www.apexfintechsolutions.com/privacy)

For more information relating to this Privacy Notice please contact us through one of the following channels:

#### **By Electronic Means**

Please visit the Contact Us section of our website at [www.apexfintechsolutions.com/contact-us](http://www.apexfintechsolutions.com/contact-us) and follow the instructions to contact Apex Support.

#### **By Mail**

Apex Fintech Solutions  
Attn: Privacy Department  
350 N. St. Paul St., Suite 1300  
Dallas, Texas 75201  
214-765-1055

**FACTS****WHAT DOES ALLY DO  
WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the products or services you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and transaction history

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Ally chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Ally share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigation, or report to credit bureaus	YES	NO
<b>For our marketing purposes –</b> to offer our products and services to you	YES	NO
<b>For joint marketing with other financial companies</b>	YES	NO
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	YES	NO
<b>For our affiliates' everyday business purposes –</b> information about your credit worthiness	YES	YES
<b>For our affiliates to market to you –</b> information about your transactions, experiences, and credit worthiness	YES	YES
<b>For nonaffiliates to market to you</b>	NO	We don't share
<b>To limit our sharing</b>	<ul style="list-style-type: none"><li>▪ Visit us online at <a href="http://www.ally.com/privacy">www.ally.com/privacy</a>, and login to your account; or</li><li>▪ Call us at <b>1.800.204.2197</b>, and have your full account number and zip code available.</li></ul> <p><b>Please Note:</b> If you are a new customer, we can begin sharing your information 45 days from the date we send this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit sharing.</p>	
<b>Questions?</b>	Go to: <a href="http://www.ally.com/privacy">www.ally.com/privacy</a> .	

## Who are we

<b>Who is providing this notice?</b>	Entities in the Ally family of companies, including, Ally Bank, Ally Invest Securities LLC, Ally Central Originating Lease Trust LLC, Ally Financial Lease Trust, and Ally Bank Lease Trust.
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## What we do

<b>How does Ally protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Additional information can be found at <a href="http://www.ally.com/security">www.ally.com/security</a> .
<b>How does Ally collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>▪ open an account or deposit money</li> <li>▪ apply for financing or provide account information</li> <li>▪ pay your bills</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Ally affiliates include financial companies such as Ally Bank, Ally Financial Inc., Ally Financial Lease Trust, Ally Bank Lease Trust, Ally Invest Securities LLC, and Ally Invest Advisors Inc. Ally's affiliates also include nonfinancial companies such as MIC Property and Casualty Insurance Corporation.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Ally does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Ally's joint marketing relationships can include automobile dealerships, insurance companies, and brokers.</li> </ul>

## Other important information

**California Residents.** We will not share information we collect about you with non-affiliated third parties, except as permitted by law, such as to process your transactions or to maintain your account. We also send California residents a California notice for additional choices.

**Vermont Residents.** We will not share information we collect about you with non-affiliated third parties, except as permitted by law, such as to process your transactions or maintain your account. We may share your information with our affiliates, so they may market to you. However, we will not share information about your credit worthiness with affiliates. Additional information concerning Ally's privacy policies can be found at [www.ally.com/privacy](http://www.ally.com/privacy) or by calling **1.800.204.2197**.

**Nevada Residents.** Nevada law allows us to make marketing calls to our existing customers listed on the National Do Not Call Registry. If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call list by going to [www.ally.com/privacy](http://www.ally.com/privacy) and choosing Manage My Privacy Preferences. For more information, please contact us at: **1.888.925.2559** (Ally Auto); **1.877.247.2559** (Ally Bank); **1.855.880.2559** (Ally Invest). You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; phone: **702.486.3132**; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov).

**North Dakota Residents.** We will not share information we collect about you with non-affiliated third parties, except as permitted by law, such as to process your transactions or to maintain your account.





## PLEASE COMPLETE THE FOLLOWING INFORMATION

To exercise your choices as a California resident, do one of the following:

(1) Fill out, sign, and return this form to us (you may want to make a copy for your records);

Ally Invest

PO Box 380907

Bloomington, MN 55438-0907; or

(2) Call this toll-free number: 1.800.204.2197; or

(3) Visit us online: [www.ally.com/privacy](http://www.ally.com/privacy), and login to your account.

(Your Account Number)

(Your Name)

(Your Address)

(Your Address)

(Your City, State, Zip Code)

(Your Email Address)

### IMPORTANT PRIVACY CHOICES FOR CALIFORNIA CONSUMERS

**You have the right to control whether we share some of your personal information.  
Please read the following information carefully before you make your choices below.**

#### **Your Rights**

As a California resident, you have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control or that own or control us) and other financial companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your account(s) with us. This includes sending you information about some of our other products or services.

#### **Your Choices**

##### **Restrict Information Sharing With Companies We Own or Control or That Own or Control Us (Affiliates):**

Unless you say "no," we may share personal and financial information about you with our affiliates.

☐ NO, please do not share personal and financial information about me with your affiliates.

**Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products and Services:** Unless you say "no" we may share personal and financial information about you with other financial companies for joint marketing purposes.

☐ NO, please do not share personal and financial information about me with other financial companies for joint marketing purposes.

#### **Time Sensitive Reply**

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with our affiliates and/or with other financial companies for joint marketing purposes.

Signature: \_\_\_\_\_