Ally Invest Securities
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APPLICATION PROGRAMMING INTERFACE AGREEMENT

This Application Programming Interface Agreement ("Agreement") between you and Ally Invest Securities LLC ("AIS") governs your use of the API, as defined in Section 12(b). By accessing the API in any

manner, you acknowledge that you have read, understand, and agree to be bound by this Agreement.

1. API License

    (a) Authorization. Subject to the terms and conditions contained in this Agreement, AIS hereby grants you a limited, nonexclusive, nontransferable, revocable license to access and use the API solely to develop a User Platform. Such User Platform will be for your exclusive use, and you may not make it available to any other Person without AIS' written consent.

        (i) No Automated Order Entry. The User Platform must not incorporate any functionality that permits algorithmic trading, automated order entry, or any other method for transmitting Transaction Request Data to AIS that does not involve a natural person individually submitting each Transaction Request. If AIS becomes aware of any activity that appears, in AIS' sole discretion, to violate this Section 1(a)(i), AIS may terminate this Agreement immediately by providing you with written notice.

    (b) Compliance with Other Agreements. You must comply with all restrictions set forth in this Agreement and any other agreement you enter into with AIS. If AIS determines, in its sole discretion, that you have violated or attempted to violate any term or condition of any such agreement, the license afforded in Section 1(a) may be temporarily or permanently revoked without notice.

    (c) Restrictions.
        (i) You may not:
            (A) Sublicense any rights granted under this Agreement to any other Person; or
            (B) Disclose the API to any other Person without AIS' written consent.
        (ii) You may not, nor may you knowingly permit any other Person to:
            (A) Reverse engineer or attempt to discover any source code or underlying ideas or algorithms proprietary to AIS utilized in the Service, the API, or any AIS Property; or
            (B) Use, or allow others to use, the Service, the API, or any AIS Property in any manner that is

            not expressly permitted by this Agreement.

2. Compliance Requirements

    (a) Compliance.
        (i) Prior to the initial connection between the User Platform and the Service, as well as after any change to the API that AIS deems material in its sole discretion, you must, at your own expense:
            (A) Test transactions to ensure that they map correctly to the data format AIS specifies in accordance with acceptance test cases that AIS provides; and

        (B) Subject the User Platform to AIS compliance testing and achieve a passing result, which will be determined by AIS in its sole discretion.

    (ii) Upon your request, AIS will establish a live brokerage account for you at no charge for the limited purpose of testing. You will fund any such account as necessary to complete such testing.

(b) <u>Data Security</u>. You agree to institute adequate and appropriate safeguards and precautions to ensure the security of data and information that is processed on the Service and through the User Platform.

(c) <u>Inspection Rights</u>. AIS may, upon reasonable advance notice, inspect your records and facilities with respect to the use of the API to verify that such use complies with your obligations under this Agreement.

3.   Your Obligations

(a) <u>Trademark Use</u>. Nothing in this Agreement grants you any right, title, or interest in any logo, trade name, trademark, or service mark (each, a "Mark") of AIS or any of its affiliates (collectively, "Ally"). At no time during or after the Term of this Agreement may you challenge, or assist others to challenge, any Ally Mark or the registration thereof, or attempt to register any Mark similar to an Ally Mark. You agree that you will comply with any and all guidelines provided by AIS concerning the use of Ally Marks. All representations of an Ally Mark that you intend to use must first be submitted to AIS in writing for approval. All goodwill associated with the use of an Ally Mark will inure to the benefit of AIS.

(b) <u>Limitations on Keyword Advertising</u>. You agree that you will not bid on any Ally name or Mark, including any misspellings, alternative spellings, or variations thereof, alone or in combination with any other term. You acknowledge that bidding on any Ally name or Mark will result in an immediate and automatic termination of this Agreement.

(c) <u>Limitations on Domain Names</u>. You agree not to purchase, use, operate, or link to any website whose domain name or subdomain contains any Ally name or Mark, including any misspellings, alternative spellings, or variations thereof, alone or in combination with any other term. You acknowledge that any such purchase, use, operation, or linking will result in the immediate and automatic termination of this Agreement. You further agree to transfer to AIS all such domain names that you have purchased within three days of AIS' direction to you to effect such transfer.

(d) <u>License Limitation</u>. Notwithstanding anything herein to the contrary, you acknowledge and agree that your right to utilize the API does not include any right to offer any AIS product or service.

4.   Risk Acknowledgement

You acknowledge that there are material risks associated with using an electronic trading application, including the User Platform, for the purpose of trading securities. Specifically, you acknowledge that developing and programming an electronic trading application is a complex and risky process, such that design or programming errors can lead to undesired, erratic, or unexpected trading behavior, which can result in large trading losses up to and including the loss of all funds in an associated account.

AIS DOES NOT WARRANT THAT USE OF THE API OR THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE API IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, YOU ASSUME ALL RESPONSIBILITY AND RISK ASSOCIATED WITH YOUR USE OF THE API AND THE SERVICE. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE, AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE API AND THE SERVICE, INCLUDING ANY RELATED CHARGES.

5. Term and Termination

(a) Term. This Agreement will commence on the date you first access the API and continue unless and until terminated under this Section 5. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, AT AIS' SOLE DISCRETION AND WITHOUT PRIOR NOTICE, FOR ANY REASON OR NO REASON, AIS MAY SUSPEND, PROHIBIT, RESTRICT, OR TERMINATE YOUR ABILITY TO ACCESS THE SERVICE THROUGH THE USER PLATFORM.

(b) Termination for Regulatory Reasons. If AIS determines, in its sole discretion, that termination of this Agreement is required to avoid or prevent a violation of any law, rule, or regulation, or any related interpretation or guidance, applicable to Ally, or to prevent the material impairment of the relationship between Ally and its regulators, then AIS may terminate this Agreement immediately by giving you written notice of such termination referencing this Section 5(b).

(c) Termination for Convenience. This Agreement may be terminated by either party by providing 10 days' advance written notice to the other party.

(d) Termination for Breach. Subject to Section 1(a)(i), if either party defaults in the performance of any material provision of this Agreement, then the non-defaulting party may give notice to the defaulting party that if the default is not cured within five days, the Agreement will be terminated. If the non-defaulting party gives such notice and the default is not cured during that five-day period, then the Agreement will automatically terminate at the end of the five-day period.

(e) Effect of Termination. Upon termination of this Agreement, all rights and licenses granted to you hereunder will immediately terminate. You agree to promptly remove the API from your website and cease all further use of the API and any Ally Mark. You will also destroy and remove from all computers, hard drives, networks, and other storage media, all copies of the API and any other Confidential Information; and you will promptly certify in writing to AIS that such actions have been taken. Expiration or termination of this Agreement will not act as a waiver of any breach of this Agreement and will not act as a release of your liability for breach of your obligations under this Agreement. AIS is not liable to you for damages of any kind solely as a result of terminating this Agreement in accordance with its terms.

(f) Survival of Certain Terms. The provisions of Sections 1(c), 3(a), 4, 5(e), 5(f), 6, 7, 8, 9, and 11 will survive the termination of this Agreement. All other rights and obligations of the parties will cease upon termination of this Agreement, except that our termination of this Agreement will be without prejudice to any other right or remedy that we may have at law or in equity, and will not relieve you of breaches occurring prior to the effective date of such termination.

6. Limitations on Liability

(a) No Warranty. THE API AND ALL RELATED SERVICES CONTEMPLATED HEREUNDER ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO ACCURACY, INTEGRITY, COMPLETENESS, OR TIMELINESS, OR FOR INFORMATION, DATA, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE API AND AIS PRODUCTS AND SERVICES, OR BASED ON A RELIANCE ON BUSINESS LOGIC, INCLUDING WITHOUT LIMITATION: (A) ANY WARRANTIES CONCERNING THE USEFULNESS, CONTENT, PRODUCTS, TESTING, OR COMPATIBILITY OF ANY INFORMATION, DATA, SERVICES OR PRODUCTS PROVIDED HEREUNDER; AND (B) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) No Consequential Damages. ALLY, AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, CONSULTANTS, AGENTS, AND OTHER REPRESENTATIVES (EACH, AN "ALLY PARTY"), WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL,

CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, OR LOST PROFITS) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, WHETHER AN ACTION BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF AIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ANY ALLY PARTY'S LIABILITY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND, TO THE EXTENT PERMITTED BY LAW, STRICT LIABILITY) OR OTHERWISE, EXCEED ONE HUNDRED DOLLARS ($100.00).

(c) <u>No Liability for Infringement</u>. NO ALLY PARTY WILL HAVE ANY LIABILITY WHATSOEVER TO YOU FOR ANY LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES) ARISING OUT OF OR RELATED TO ANY ALLEGATION OR DETERMINATION THAT YOUR USE OF THE API INFRINGES UPON OR CONSTITUTES WRONGFUL USE OF ANY PROPRIETARY RIGHT.

(d) <u>Additional Limitations</u>.

   (i)   Notwithstanding any other provision of this Agreement, no Ally Party will have any obligation, responsibility, or liability to you if any nonconformance or failure of, or error in, the API is caused by your:

   (A) Use of any attachment, feature, hardware, software, or device in connection with the API;

   (B) Use of the API not in accordance with this Agreement;

   (C) Alteration or modification of the API; or

   (D) Failure to provide a suitable installation or use environment for all or any part of the API.

(e) <u>Termination</u>. In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party will be liable to the other, because of such termination, for compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated sales, or on account of expenditures, inventory, investments, leases, or commitments in connection with the business or goodwill of either party. Termination will not relieve either party of any obligation incurred prior to the termination.

(f) <u>Content Disclaimer</u>. AIS disclaims all warranties and conditions, express or implied, including, but not limited to:

   (i)   Absence of viruses or damaging or disabling code;

   (ii) Any warranties or representations that:

   (A) The API or any portion of it is or will be error-free, or that access thereto will be uninterrupted;

   (B) The API or any portion of it is or will be compatible with any particular computer software or platform; or

   (C) Errors or defects in the API will be corrected; and

   (D) The implied warranties or conditions of merchantability, fitness for a particular purpose, accuracy of informational content, or any implied warranties arising from course of dealing or course of performance.

7. Indemnity

   (a) You are solely responsible for, and will indemnify and hold each Ally Party harmless from, any and all third-party claims, damages, or lawsuits (including reasonable attorneys' fees and expenses) (collectively, "Damages") arising out of:

   (i)   Any act or omission by you or your employees, agents, or representatives, including any breach of this Agreement;

    (ii) Any claim for tangible property damage directly attributable to conduct or negligence of you or your agents, representatives or contractors;

    (iii) The use, operation, or combination of the API with any non-AIS application programming interface, software, tools, technology, data, equipment, or documentation;

    (iv) Use of other than the then-current, unaltered version of the API;

    (v) Your activities after AIS has notified you that it believes such activities may result in infringement; or

    (vi) Your modifications to the API or markings on the User Platform.

8. Proprietary Rights

(a) <u>Proprietary Rights</u>. This Agreement is not a sale of the API, nor is it a transfer of any intellectual or proprietary rights in the API. You acknowledge and agree that you are not acquiring any right, title, or interest in or to the API by virtue of this Agreement. You further acknowledge and agree that AIS at all times retains ownership rights to the Service, the API, all other AIS Property, and all related intellectual property rights, as well as all subsequent copies, improvements, modifications, and updates of the API, regardless of the form or media in or on which the original and other copies may subsequently exist or of the party making such improvements, modifications, or updates.

(b) <u>Improvements</u>. You also acknowledge that AIS may continue to make changes to and enhance the API, and that those changes and enhancements will be owned by AIS. The licenses granted to the API are expressly set forth in this Agreement, and no licenses are granted to you by implication. You hereby assign and transfer to AIS all of your right, title, and interest in and to any modifications or derivative works of the API created by or for you, regardless of whether they were created in accordance with the terms of this Agreement, such assignment being effective upon creation of such works, and will include, without limitation, all rights under any intellectual property laws, including copyright. You may not take any action to jeopardize, encumber, limit, or interfere in any manner with AIS' ownership of, and rights with respect to, the API, or any derivative works or updates thereof or thereto. The API is protected by copyright registration. Any components, parts, or mechanics of any works derived from the API will belong solely to AIS. No work performed by AIS or its agents hereunder will be deemed a "work made for hire," as defined in 17 U.S.C. § 101. Further, you may not, at any time, contest or assist any other Person in contesting AIS' rights in the API or any other AIS Property.

9. Confidentiality

(a) <u>Confidential Information</u>. During the term of this Agreement, you may obtain confidential information relating to AIS including, without limitation, the API (and any derivative work), trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, formulas, schematics, testing procedures, API design and architecture, computer code, internal documentation, design and functional specifications, product requirements, problem reports, performance information, documents, and other technical, business, product, marketing, and financial information (collectively, "Confidential Information").

(b) <u>Use and Disclosure Restrictions</u>. You acknowledge and agree that Confidential Information constitutes and contains valuable proprietary information and trade secrets of AIS, and embodies substantial creative efforts and confidential information, ideas, and expressions. Accordingly, you agree to:

(i)   Protect Confidential Information from unauthorized dissemination and use;

  (ii) Use Confidential Information only for the performance of your obligations and in connection with the exercise of your rights hereunder;

  (iii) Not disclose or otherwise provide Confidential Information to any other Person without AIS' prior written consent;

(iv) Undertake whatever action is necessary to prevent or remedy any breach of the confidentiality obligations set forth herein;

(v) Not remove or destroy any proprietary or confidential legends or markings placed upon or contained within the API or on any other Confidential Information;

(vi) Not develop any other materials, products, or services containing any non-public concepts or ideas contained in Confidential Information; and

(vii) Promptly notify AIS in writing of any unauthorized disclosure or use of any Confidential Information.

(c) <u>Exceptions</u>. For purposes of this Agreement, Confidential Information does not include, and the obligations provided hereunder do not apply to, information that:

(i) Is now or subsequently becomes generally available to the public through no fault of your own;

(ii) You can demonstrate was rightfully in your possession prior to disclosure by AIS;

(iii) You rightfully obtain from a third party who has the right, without obligation to AIS, to transfer or disclose such information; or

(iv) Is released or approved for release by AIS without restriction.

(d) <u>Disclosure by Request from Authority</u>. If you become legally compelled to disclose any Confidential Information, you must immediately notify AIS in writing so that the AIS may, at its option, seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If AIS elects to seek a protective order or other appropriate remedy, you agree to cooperate with, and not object to, any such actions. If a protective order or other remedy is not obtained, or AIS waives compliance with the provisions of this Agreement, you may furnish only such portion of the Confidential Information that you reasonably believes is legally required to be disclosed. You must promptly notify AIS in writing of any request or demand by any third party, including a court or administrative body, for any Confidential Information, unless instructed not to do so or prohibited from doing so by a legal or regulatory requirement or authority.

10. Representations

(a) <u>Representations and Warranties</u>. You hereby represent and warrant that:

(i) You are a permanent resident of the United States, excluding any territory other than the District of Columbia and Puerto Rico;

(ii) You have full authority to enter into this Agreement and to perform your obligations;

(iii) There is no existing or threatened litigation or other proceeding against you that is reasonably likely to have a material adverse impact upon the performance of your obligations hereunder;

(iv) Your legal ability to enter into this Agreement is not and will not be prohibited by any contract, agreement, or other arrangement currently in force, and entering into this Agreement and performing your obligations hereunder will not result in a breach of any existing agreement, covenant, or contract; and

(v) The obligations hereunder are enforceable against you in accordance with their respective terms, except to the extent that the enforcement thereof may be limited by bankruptcy, or similar laws affecting the enforcement of creditors' rights generally and subject also to the availability of equitable remedies.

11. General Provisions

(a) <u>Changes</u>. AIS may amend this Agreement at any time by providing notice of such amendment pursuant to Section 11(f). Your continued use of the API after the effective date of any such amendment will constitute your acceptance thereof. IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF ANY SUCH AMENDED AGREEMENT, YOU MUST IMMEDIATELY CEASE USE OF THE API AND PROVIDE AIS WITH NOTICE OF TERMINATION PURSUANT TO SECTION 5(c).

(b)   <u>Severability</u>. This Agreement constitutes the entire agreement between you and AIS regarding the subject matter discussed herein. In case any provision of this Agreement is determined to be invalid, illegal, or unenforceable as to any jurisdiction, such provision will be inoperative only to the extent of such invalidity, illegality, or unenforceability, and such determination will not affect:

    (i)   The validity, enforceability, or legality of that provision in any other jurisdiction; or

    (ii)   Any other provision of this Agreement.

(c)   <u>Choice of Law</u>. This Agreement, and any disputes arising from or relating to its interpretation, will be governed by and construed under the laws of the State of New York, without regard to its conflict of law provisions. You agree to personal jurisdiction by, and venue in, the state and federal courts of the State of New York.

(d)   <u>Assignment</u>. You may not assign this Agreement, or any right or obligation contained herein, without AIS' prior written consent. AIS may assign this Agreement, or any right or obligation contained herein, at any time without notice to you.

(e)   <u>Headers</u>. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

(f)   <u>Notices</u>. Any notice required or permitted to be given under this Agreement must be delivered by email as follows:

    (i)   If from AIS to you, to the email address you provided when you requested access to the API, or such other updated email address that you may provide to AIS from time to time; and

    (ii)   If from you to AIS, to api@invest.ally.com, or such other updated email address that AIS may provide you from time to time.

(g)   <u>Attorney Fees</u>. If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a dismissal without prejudice, will be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees, and attorneys' fees.

(h)   <u>Independent Contractors</u>.

    (i)   The parties will act as independent contractors in the performance of this Agreement, and nothing contained herein will be construed to:

       (A) Give either party the power to direct and control the day-to-day activities of the other;

       (B) Constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or

       (C) Allow either party to create or assume any obligation on behalf of the other for any purpose whatsoever. Each party will exclusively bear its own financial obligations, including, but not limited to, all applicable federal, state, and local income taxes, associated payroll and business taxes, licenses and fees, and insurance.

    (ii)   As you are an independent contractor, AIS will not obtain any workers' compensation insurance covering you or your employees, agents, or representatives.

    (iii)   Neither party may engage in any act, whether directly or indirectly, that may lead any Person to believe that such party is an employee, agent, or representative of the other party or its affiliates.

12. Definitions.

For purposes of this Agreement, the following terms have the following meanings:

(a) "AIS Property" means the source code, object code, programming standards and methods, graphic format and design, special routines and techniques, system architecture, network infrastructure, file layouts, message layouts, technical documentation, operations manuals, processes and procedures underlying AIS' trading platform, back-end systems, and networks. AIS Property includes AIS trade secrets, marks, trademarks, patents, logos, unique content, methods, calculations, formats, user interfaces and special algorithms. For the avoidance of doubt, the API constitutes AIS Property.

(b) "API" means the proprietary application programming interface developed and maintained by AIS that allows you to interface the User Platform with the Service.

(c) "Person" means a natural person, company, government, or political subdivision, agency, or instrumentality of a government.

(d) "Service" means the services, including, without limitation, financial and brokerage services, that AIS makes available to its customers, prospects, and users, now in existence or existing in the future, developed, owned, licensed, operated, hosted, or otherwise controlled by AIS or its affiliate.

(e) "Transaction Request" means any request to purchase or sell a security, placed through the User Platform and without regard to, among other things, the manner in which AIS may seek to have the Transaction Request executed or the number of partial executions effected with respect to such Transaction Request.

(f) "Transaction Request Data" includes:
   (i) Data related to the entry, status, or execution of a Transaction Request, including action (buy or sell), symbol, price, quantity, order-type, stop price (if applicable), time in force, whether the order is "all or none", and whether to cancel pending (unfilled) orders;
   (ii) Information required by the API; and
   (iii) Such additional order data as to which the parties may agree from time to time.

(g) "User Platform" means the application, and any version thereof, developed by you to access the Service via the API, solely for the purpose of transmitting and receiving, as applicable, account information, market information, and Transaction Request Data.