

Ally Invest Securities Customer Agreement

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

I UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF MY RELATIONSHIP WITH ALLY INVEST 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 AT SUPPORT@INVEST.ALLY.COM OR CALL ALLY INVEST AT 855-880-2559. I UNDERSTAND THAT CLICKING "SUBMIT APPLICATION" IS THE LEGAL EQUIVALENT OF MY 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 ALLY PRIVACY NOTICE. I UNDERSTAND THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY ALLY INVEST, WITH REVISED TERMS POSTED ON THE ALLY INVEST WEBSITE. I AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. I UNDERSTAND THAT BY CONTINUING TO MAINTAIN MY SECURITIES BROKERAGE ACCOUNT 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 ALLY INVEST 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" I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 35.

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 named in a separate agreement), has any interest in the Account opened pursuant to this Agreement. I acknowledge that unless Ally Invest receives written objection from Me, under Securities and Exchange Commission ("SEC") Rule 14b-1(c), Ally Invest may provide My name, address, and securities positions to requesting companies in which I hold securities. Except as otherwise disclosed to Ally Invest 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 agency, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual 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 Ally Invest 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 Ally Invest in writing if I am now or if I become: (i) registered or qualified with the Financial Industry Regulatory Authority ("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; (ii) an "investment advisor" as that term is defined in Section 201(11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that act); (iii) 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 (iv) an officer, director or 10% stockholder of any publicly traded company.

2. Authorization. I appoint Ally Invest 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, Ally Invest 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 authorized delegate, except as described in Section 9. Ally Invest 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 Ally Invest services, including My Accounts, I will defend and indemnify Ally Invest 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. Ally Invest does not warrant against loss of use or any direct, indirect or consequential damages or losses 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.

3. Roles and Responsibilities.

(A) **No Advice.** Except as provided in subsection (B) below, I understand that neither Ally Invest nor its employees (i) provide investment advice in connection with this Account; (ii) do not give advice or offer any opinions with respect to the suitability of any transaction, security or order; (iii) do not solicit orders; (iv) do not act as a principal or market maker in any security, equity or mutual fund; (v) do not make discretionary investments on behalf of Ally Invest's clients; and (vi) do not provide internally generated research, and that the availability of research reports through Ally Invest's 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 presented in such reports.

I am solely responsible for any and all orders 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. Ally Invest 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 have not received instructions from Me, Ally Invest 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, Ally Invest will generally exercise the option, on My behalf. However, Ally Invest 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. Ally Invest 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 Ally Invest employees in using the investment tools provided by Ally Invest website it will be limited to an explanation of the tool's functionality and, if requested by Me, to the entry by Ally Invest 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 solicitation of any orders.

(B) **Solicitation.** I understand that I can request that Ally Invest assign My Account to an Ally Invest registered representative, who may solicit orders on a nondiscretionary basis in My Account, and that Ally Invest may refuse My request at its sole discretion. If My request is accepted, I understand that the only investment advice and/or opinion with respect to the suitability of any transaction, security or order in connection with My Account, if any, shall be provided by the Ally Invest registered representative assigned to My Account. I understand that Ally Invest does not provide tax or legal advice. I understand that Ally Invest may discontinue this service for My Account immediately by providing written notice to Me.

(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 immediately notify Ally Invest in writing, delivered via e-mail and certified/return receipt requested U.S. mail, if I become 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 Ally Invest 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 of the events described in subsections (i)-(v) hereof, shall be deemed 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 is at My own risk and is My sole responsibility. I agree to be responsible for all activities in My Account and Ally Invest may rely that I have authorized any orders or instructions that are received under My Account number and PINs. I agree that, in the event of a Potential Fraudulent Event, I will notify Ally Invest immediately, and in no event more than 24 hours, after I discover such Potential Fraudulent Event. I agree that in the event of a Potential Fraudulent Event, I will report such loss or fraudulent occurrence promptly to the legal authorities, if so instructed by Ally Invest. Further, I agree to provide a copy of any report prepared by legal authorities to Ally Invest on request. I agree to cooperate fully with the legal authorities and Ally Invest in any investigation of such Potential Fraudulent Event and I will complete any required affidavits promptly, accurately and thoroughly. I also agree to allow Ally Invest 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 Ally Invest 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 Ally Invest introduce My Account and transactions on a fully disclosed basis, and that Ally Invest has entered into a clearing arrangement with Apex Clearing Corp. ("Apex" and/or "the Clearing Agent"), to perform certain services. I understand that Apex carries My Account(s) as a fully-disclosed clearing broker pursuant to a Brokerage Services Agreement, also referred to as a clearing agreement, between Ally Invest and Apex, and that Apex will clear all transactions under this Agreement pursuant to that clearing agreement. I agree that Apex is only responsible for the execution, clearing and bookkeeping of transactions made and is not otherwise responsible for the conduct of Ally Invest.

Until receipt from Me of written notice to the contrary, Apex may accept from Ally Invest, without inquiry or investigation, (i) 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 (ii) any other instructions concerning said accounts. Apex shall look solely to Ally Invest unless otherwise directed by Ally Invest, 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 Ally Invest, and that Apex will look directly to Me or Ally Invest for delivery of margin, payment, or securities. I agree to hold harmless Apex from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided Apex has acted in accordance with the above. The foregoing shall be effective as to My Account until written notice to the contrary is received from Me by Apex or Ally Invest.

I further understand that transactions may be executed by other broker-dealers. Ally Invest 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 Ally Invest, Apex will be responsible for (i) promptly notifying Ally Invest about the complaint; (ii) providing Me with an acknowledgement that Apex has done this; and (iii) providing a copy of My complaint to Ally Invest's designated examining authority. I understand and agree that any rights that either Apex or Ally Invest have under this Agreement may be exercised by either Apex or Ally Invest or may be assigned to the other, and that Apex and Ally Invest 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 reports of execution of orders and statements of My Account promptly upon receipt. These documents will be considered binding on Me unless I notify Ally Invest of any objections within two (2) days from the date confirmations are sent and

within ten (10) days after My Account statements are sent (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. In all cases, Ally Invest 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 shall limit My responsibilities as described in Section 3(C) of this Agreement.

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, Ally Invest will ask for My name, address, date of birth and other information that will allow Ally Invest to identify Me. Ally Invest may also ask to see My driver's license or other identifying documents and subsequently make copies for the records. I understand that Ally Invest may take steps to verify the accuracy of the information I provide in My Account application or otherwise, and that Ally Invest may restrict My access to My Account pending such verification. I will notify Ally Invest 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 Ally Invest 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 client as defined by SIPC rules. An explanatory brochure is available upon request or at www.sipc.org or via telephone at (202) 371-8300. I understand that Apex has purchased an additional insurance policy to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection for securities and cash up to an aggregate of \$150 million. This is provided to pay amounts in addition to those returned in a SIPC liquidation. This additional insurance policy is limited to a combined return to any customer from a Trustee, SIPC and London Underwriters of \$37.5 million, including cash of up to \$900,000. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.

8. Telephone Conversations and Electronic Communications. I authorize Ally Invest to contact Me by using any telephone number I provide, including a mobile number that I authorized Ally Invest to call. In addition to manual calling, Ally Invest may use text messages, prerecorded or artificial voice messages, or automatic dialing systems. I understand that My mobile carrier may charge for this contact. I also understand and agree that Ally Invest may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, Ally Invest 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 Ally Invest, and Ally Invest 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 Ally Invest shall be entitled to act upon any oral instructions given by Me so long as it reasonably believes such instruction was actually given by Me or my authorized agent.

10. Payment of Indebtedness. In the event I become indebted to Ally Invest in the course of operation of My Account, I agree that I will repay such indebtedness upon demand. I agree that if after demand I fail to pay the indebtedness, Ally Invest may close My Account and liquidate any assets in My Account at its discretion in an amount sufficient to pay My indebtedness. As security for any and all liabilities arising in favor of Ally Invest, I pledge a first priority perfected security interest in all Property (as defined in Section 36) held by Ally Invest in any account maintained by Ally Invest for Me individually, jointly or in the name of another person or entity. Ally Invest 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 Ally Invest shall be entitled to exercise the rights and remedies, with respect to the pledged Property, generally afforded a secured party under the Uniform Commercial Code. I shall pay the reasonable costs of collection of any debit balance and any unpaid deficiency in My Accounts, including attorney's fees and expenses incurred by Ally Invest

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 Ally Invest's demand. I understand Ally Invest 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 for that person has been received and approved by Ally Invest. In the event that I fail to provide sufficient funds, Ally Invest may, at its option and without notice to Me, i) charge a reasonable rate of interest, ii) liquidate the Property subject of the buy order, or iii) sell other Property owned by Me and held in any of My Accounts. Ally Invest 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 Ally Invest for all short sales in My Account. Ally Invest 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 Ally Invest 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 Ally Invest's 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 Ally Invest 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 Ally Invest are located on the Ally Invest website. If the security is not received on or before settlement date, or as market conditions warrant, Ally Invest may in its sole discretion purchase the security on the open market for My Account and may liquidate and close out any and all securities in My Account in order to pay for such purchase. In the event a security is bought in, I will be responsible for all resulting Losses incurred by Ally Invest.

I understand that I may execute short sales only in a Margin Account (see "Margin Account Agreement And Disclosure" for more information) and that such execution must comply with applicable short sales rules.

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 Securities and Exchange Commission, the Board of Governors of the Federal Reserve System and any applicable self-regulatory organization. In no event will Ally Invest 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 Ally Invest on My behalf to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse Ally Invest for, or deliver to Ally Invest, 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 Ally Invest 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 Ally Invest website contains further information regarding orders 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. Ally Invest 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 Ally Invest 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 Ally Invest nor any participating national securities exchange or association nor any supplier of market data warrants that the service will be uninterrupted or error-free. I agree that My use of Ally Invest's website, mobile application, or any Ally Invest 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 Ally Invest. The Ally Invest 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 SHALL HOLD ANY DISSEMINATING PARTY 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 ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF ANY DISSEMINATING PARTY. NEITHER ALLY INVEST NOR ANY DISSEMINATING PARTY SHALL BE LIABLE, AND I AGREE TO INDEMNIFY AND HOLD HARMLESS ALLY INVEST AND SUCH DISSEMINATING PARTY, FOR ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (1) ANY SUCH DATA, INFORMATION OR MESSAGE, OR (2) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY (A) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (B) NON-PERFORMANCE, OR (C) INTERRUPTION IN ANY SUCH DATA, INFORMATION OR MESSAGE, DUE EITHER TO ANY ACT OR OMISSION BY ALLY INVEST OR ANY DISSEMINATING PARTY OR TO ANY "FORCE MAJEURE" (AS DEFINED ABOVE) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF ALLY INVEST OR ANY DISSEMINATING PARTY.

I UNDERSTAND AND AGREE THAT ALLY INVEST 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 SERVICE PROVIDED BY ALLY INVEST UNDER THIS AGREEMENT.

18. Restrictions on Trading. I understand that Ally Invest may, in its discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of My Accounts. I understand that Ally Invest 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, Ally Invest shall 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 Ally Invest may at any time, at its sole discretion and without prior notice to Me: (1)

prohibit or restrict My access to the use of the website, mobile application, or related services, (2) otherwise prohibit or restrict My ability to trade, (3) refuse to accept any of My transactions, (4) refuse to execute any of My transactions, and/or (5) 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. Ally Invest may employ sub-brokers or other agents in connection with the execution of any order or the consummation of any other transaction hereunder, and shall be responsible only for reasonable care in their selection.

20. Disclaimer of Liability; Indemnification. Except as otherwise provided by law, neither Ally Invest, Apex nor any their affiliates, shall be liable for any expenses, losses, damages, liabilities, demands, charges, claims, penalties, fines and 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 Ally Invest's, Apex's or their affiliate's gross negligence or willful misconduct. In addition, I agree that Ally Invest, Apex and their affiliates and respective partners, managing directors, officers, directors, employees and agents (collectively, "Indemnified Parties") shall have no liability for, and I agree to indemnify, defend and hold harmless Indemnified Parties from, all Losses that result from: (i) My or My agent's misrepresentation or alleged misrepresentation, or act or omission, (ii) Indemnified Parties following My or My agent's directions or failing to follow My or My agent's unlawful or unreasonable directions, (iii) any activities or services of the Indemnified Parties in connection with the My Account (including, without limitation, any technology services, reporting, trading, research or capital introduction services), or (iv) 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 Ally Invest 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 claim, loss, cost, expense, damage or liability of Me 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 as defined *infra*) 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: (i) 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, action of government, or communications or power failure or equipment or software malfunction), Exchange rulings or suspension of trading; and (ii) 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 Ally Invest is placed on a best efforts basis as prescribed and recognized by the individual fund, and that Ally Invest 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 Ally Invest harmless for any deficiencies contained therein. I authorize Ally Invest to act as My agent in the purchase and redemption of fund shares.

22. Fiduciary. Ally Invest 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. Ally Invest 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, Ally Invest may require additional documentation before permitting a fiduciary on an existing account or when opening a new account. The fiduciary agrees to indemnify, defend and hold harmless Ally Invest and its affiliates from and against any Losses arising out of or relating to any act, error or omission of the fiduciary.

23. Joint Account Authorization. My Account shall be held in joint tenancy with rights of survivorship, unless I provide notification otherwise and provide the required documentation. For tenants in common, the interest in the tenancy shall be equal, unless we notify Ally Invest otherwise. If the Account is a joint account, then in consideration of Ally Invest 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. Ally Invest 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 Ally Invest and its employees and agents from and indemnify them against any losses, causes of action, damages and expenses (including attorney's fees) arising from or as the result of Ally Invest, its employees, or its agents following the instructions of any of us. Ally Invest 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 24) therein be in writing, signed by all of us. Ally Invest may recover from the 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 shall immediately notify Ally Invest in writing. Ally Invest 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 accountholder shall be liable together with each of the remaining or surviving accountholders, jointly and severally, to Ally Invest for any net debit balance or loss in the Account in any way resulting from any transactions initiated prior to notification to Ally Invest or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties. Notwithstanding the governing law provisions of Section 37(k) of this Agreement, the legal ownership of our accounts shall 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 Ally Invest will be registered in our 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 Ally Invest has notice, Ally Invest 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, Ally Invest may prohibit all transfers of funds from the Account, with such restrictions to remain in place until Ally Invest 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. Ally Invest 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, Ally Invest may deliver the Account into the registry of the court, at which time Ally Invest will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Agreement.

24. Definitions of the Word "Property." For all purposes of this Agreement, the word "Property" means of all kinds, monies and all contracts, investments and options relating thereto, whether for present or future delivery, and all distributions, proceeds, products and accessions of all such property. This includes all such property held, maintained or carried by Apex in any manner.

25. 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, Ally Invest 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 attachment, garnishment, levy or other state or federal process, Ally Invest has first claim to any and all funds in My account. Ally Invest 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 Ally Invest may be required to pay out leaves insufficient funds to pay a check I have written. If Ally Invest 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 Ally Invest's right of setoff and security interest.

26. 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 shall immediately give Ally Invest written notice thereof, and Ally Invest may, before or after receiving such notice, take such proceedings, 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 shall be canceled, but Ally Invest shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, Ally Invest 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 of the account holders who shall have died shall be liable and each survivor shall continue to be liable, jointly and severally, to Ally Invest 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 Ally Invest 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 shall not affect Ally Invest's rights under this Agreement to take any action that it could have taken if I had not died.

27. Tax Reporting. The proceeds of sales transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law.

28. Information Accuracy. I (i) 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 Ally Invest to extend credit is a federal crime, (ii) authorize it to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information, (iii) authorize anyone so contacted to furnish such information to Ally Invest as it may request, and (iv) agree that this Agreement, the account application and any other document I furnish in connection with My Account is Ally Invest's property, as the case may be. I shall promptly advise Ally Invest of any changes to the information in such agreements and documents in writing within ten (10) days. Ally Invest 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.

29. 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 Ally Invest 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) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

30. Credit information and investigation. I authorize Ally Invest to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, Ally Invest agrees to provide Me a copy of any report so obtained.

31. 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. Ally Invest transmits customer orders for execution to various exchanges or market centers based on a number of factors. These 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 Ally Invest in connection with any specific transactions will be furnished upon written request.

32. Free Credit Balances. I authorize Ally Invest and/or Apex to invest the cash balance (also known as a "free credit balance") in My Account in money market funds and, without notice, to redeem My money market fund shares to the extent necessary to satisfy any debits arising in any of My Accounts. Amounts not invested may accrue and be paid interest on the free credit balances. Any interest paid will be calculated on a 365-day year and actual days elapsed. The interest rate may vary from time to time without prior notice and may be equal to zero. I understand that Ally Invest and Apex shall not be obligated to pay interest on any free credit balance in my Account. I further understand that my free credit balance may be invested with Ally Bank, an affiliate of Ally Invest, and Ally Invest may receive from Apex, its clearing agent, 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 unsegregated account held by Apex at Ally Bank. I understand that free credit balances provide a relatively low-cost source of funds for Ally Invest, Apex, and Ally Bank and thus help contribute to their profitability.

33. 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 understand that the commissions and fees for trade executions and other services in accounts assigned to a registered representative pursuant to Section 3 (B) above may be different from the commissions and fees charged to Ally Invest's self-directed customers. I also agree to pay all applicable federal, state and local taxes. I authorize Ally Invest 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 late payments. If Ally Invest receives My payment for securities purchases in a cash account after the settlement date, I shall be charged a late payment fee of \$25 plus a daily interest charge on the debit balance until Ally Invest is fully paid. Charges will be calculated using a prevailing interest rate, currently set to "Broker's Call" + 1%. The charges shall 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 Ally Invest 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 Ally Invest, 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 Ally Invest, its agents or assigns.

34. ACH and Wire Transfers. I authorize Ally Invest, 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 Ally Invest, its agents or assigns. Money deposited via ACH is normally not available for withdrawal for 5 to 10 business days. Within 60 days of the date of My ACH deposit, My funds may only be withdrawn to the bank account from which such funds were deposited. I understand that for the ACH transfers to be established, at least one common name must match exactly between My Ally Invest and bank accounts. To send and receive ACHs My bank must be a member of the ACH system. For ACH transactions, I hereby grant Ally Invest limited power of attorney for purposes of redeeming or liquidating any shares in My Account and direct Ally Invest to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption/liquidation of shares in My Account. In addition, if I or any joint account owner decides to rescind an ACH transfer, I hereby direct and grant Ally Invest power of attorney to redeem any shares necessary to fulfill and make such rescission regardless if I incur any loss.

An ACH bank reversal may occur when (a) there are insufficient funds in My bank account, (b) there is a duplicate transaction, (c) the transaction is denied, or (d) the type of account is incorrect. I acknowledge that in the event of an ACH bank reversal, I will incur a fee. Before making an ACH transfer, I agree to check Ally Invest's most recent Commissions and Fees Schedule at www.ally.com/invest. I agree that I am solely liable and responsible for any ACH reversal fees that I incur.

35. Arbitration.

A. This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- (1) 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.**
- (2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- (3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- (4) 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.**
- (5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- (6) 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 to court.**
- (7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**

B. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR"). I agree to arbitrate any controversy or claim before FINRA DR in the State of Florida.

C. 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 Ally Invest in any foreign venue.

D. 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: (1) the class certification is denied; (2) the class is decertified; or (3) 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.

36. Setoff and Security Interest Rights. I grant Ally Invest a security interest in any and all of My accounts with Ally Invest for obligations owing to Ally Invest. These obligations include both secured and unsecured debts and debts I owe individually or together with someone else. Ally Invest may take or set off funds in any or all of My accounts with Ally Invest and with its parent (Ally Financial Inc.), affiliates (including Ally Bank), or subsidiaries for direct, indirect and acquired obligations that I owe it, its parent or its affiliates including any balances as a result of not having sufficient funds available, regardless of the source of funds in an account. These rights are in addition to other rights Ally Invest has to take or charge funds in My account for obligations I owe. Ally Invest's security interest and right of setoff shall 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 Ally Invest. Ally Invest may consider this Agreement as My consent to Ally Invest asserting its security interest or exercising its right of setoff should any laws governing My account require My consent. If the law restricts Ally Invest's 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 Ally Invest may do so by contract, I waive those conditions

and limits and authorize Ally Invest to apply funds in any or all of My accounts with Ally Invest, its parent, affiliates or subsidiaries to obligations I owe. I understand that exercising these rights may result in early withdrawal penalties or may cause Ally Invest to dishonor items should its actions result in nonsufficient funds in My account. In the case of a joint account, Ally Invest 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 Ally Invest may use the money in any individual accounts to satisfy obligations in a joint account.

37. Consent to do Business Electronically, Electronic Disclosure, Electronic Signatures and Modifications to the Agreement. I agree to transact business with Ally Invest electronically. By electronically signing an application for an account, I acknowledge and agree that such electronic signature is valid evidence of My consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Ally Invest's services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to Me in writing. I accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. I acknowledge and agree that Ally Invest may modify this Agreement from time-to-time and I agree to consult the Ally Invest website from time-to-time for the most up-to-date Agreement.

Withdrawing Consent. I may subsequently withdraw my consent to do business electronically by notifying Ally Invest at (855) 880-2559 or support@ally.invest.com. However, I understand that withdrawing my consent to do business electronically will result in the termination of my Ally Invest account.

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 Ally Invest's electronically stored copy of the Agreement. If I want to request and obtain a paper copy of disclosures and communications, I can contact Ally Invest at (855) 880-2559 or support@ally.invest.com and a fee may apply.

Consent to Electronic Delivery of Documents. By agreeing to electronic delivery, I am giving My informed consent to electronic delivery of all Account Documents, as defined below, other than those I have specifically requested to be delivered in paper form.

"Account Documents" include notices, disclosures, current and future account statements, regulatory communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, and any other information, documents, data, and records regarding My Account and the services (including amendments to this Agreement) delivered or provided to me by Ally Invest, the issuers of the securities and/or other property in which I invest, and any other parties. I agree that I can download, save, and/or print any Account Documents I receive via electronic delivery for my records.

Electronic Delivery System. I acknowledge that Ally Invest's primary methods of communication with Me include, without limitation, (i) posting information on Ally Invest's website, (ii) providing information via the Ally mobile application, and (iii) sending email(s) to My email address of record, and, to the extent required by law, (iv) providing Me with notice(s) that will direct Me to a location (e.g. website, mobile application, etc.) where I can read and print such information. Unless otherwise required by law, Ally Invest reserves the right to post Account Documents on its website without providing notice to Me. Further, Ally Invest reserves the right to send Account Documents to My postal or email address of record. I agree that all Account Documents provided to Me in any of the foregoing manner is considered delivered to Me personally when sent or posted by Ally Invest, whether I receive it or not.

All e-mail notifications regarding Account Documents will be sent to My e-mail address of record. I understand that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. I further understand that it is my sole responsibility to ensure that any emails from Ally Invest are not marked as SPAM. Regardless of whether or not I receive an e-mail notification, I agree to check the Ally Invest website regularly to avoid missing any information, 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 Ally Invest and its affiliates harmless for any such access regardless of the cause.

I agree to promptly and carefully review all Account Documents when they are delivered and notify Ally Invest in writing within five (5) calendar days of delivery if I object to the information provided. If I fail to object in writing within five (5) calendar days of delivery, Ally Invest is entitled to treat such information as accurate and conclusive.

Costs. Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and I agree to bear these costs. Ally Invest will not charge Me additional online access fees for receiving electronic delivery of Account Documents. I acknowledge that I may be charged for paper communications if my email address is invalid or otherwise is inoperable.

Archival. Through the Ally Invest website, I will have access to an archive of all documents I received via electronic delivery for a period of [one (1) year]. Upon My request, I may obtain copies of earlier documents for up to six (6) years for account statements, and three (3) years for trade confirmations.

Revocation of Consent. Subject to the terms of this Agreement, I may revoke or restrict My consent to electronic delivery of Account Documents at any time by notifying Ally Invest in writing of my intention to do so. I also understand that I have the right to request paper delivery of any Account Document that the law requires Ally Invest to provide Me in paper form. I understand that if I revoke or restrict My consent to electronic delivery of Account Documents or request paper delivery of same, Ally Invest, in its sole discretion, may charge Me a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to Me electronically, restrict or close My account, and/or terminate My access to Ally Invest's services. I understand that neither My revocation or restriction of consent, My request for paper delivery, nor Ally Invest's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while My consent was in effect.

Duration of Consent. My consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either I or Ally Invest revokes it. I understand that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and that I may receive electronic notifications until such consent is processed.

Hardware and Software Requirements

I understand that I must have access to a computer or device with compatible browser software such as Microsoft Internet Explorer; Adobe Acrobat Reader; and Internet access (at my cost).

Browser and reader versions necessary to view Ally Invest websites are as follows:

- Microsoft Internet Explorer version 11.0 or later
- Firefox version 3.6 or later
- Safari on iOS 9 or later
- Chrome version 41 or later

Tablet and mobile device requirements to view Ally Invest websites or applications include:

- Android 5.0 or higher or iOS 9.0 or higher
- Native browsers for the supported Android or iOS operation systems and the latest generally available version of Google Chrome or Opera.

Most communications provided within Ally Invest's websites are provided either in HTML and/or PDF format. For communications provided in PDF format, Adobe Reader 7.0 or later versions is required – A free copy of Adobe Reader may be obtained from the Adobe website at www.adobe.com. In certain circumstances, some communications may be provided by e-mail. I am responsible for providing Ally Invest with a valid e-mail address to accept delivery of communications. At Ally Invest's option, it may also post the emailed communications within its websites. In this situation, I agree that once Ally Invest emails the communications and posts them within its websites, that it has delivered the communications to Me in a form that I can retain.

To print or download communications I must have a printer connected to My device or sufficient hard-drive or other storage space to store the communications.

I understand that the provisions listed above will be effective when I create an online account on Ally.com and consent to do business electronically with Ally Invest.

39. API. Ally Invest, LLC 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 Ally Invest's mobile applications, websites, or technology platform via the API Licensees' products (such products, the "Licensee Products"). If I choose to use an API, I agree that the API may employ security, policies, procedures, and systems of third party providers which may nor may not be as stringent and secure as Ally Invest's.

40. Miscellaneous Provisions. The following provisions shall also govern this Agreement:

(A) Complaints

If I have a complaint regarding my account or other services received from Ally Invest, I will direct it to the Ally Invest Client Service Department and address listed below. I agree to provide Ally Invest 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 Ally Invest of my complaint by email at support@ally.invest.com and by telephone at (855) 880-2559.

ALLY INVEST
Customer Service Department
PO Box 49050
Charlotte, NC 28277-3432

Ally Invest will investigate my complaint or question and respond to me generally within thirty (30) business days. Ally Invest retains the discretion, however, to take more time if needed to thoroughly investigate my complaint or question.

(B) Ratification. I hereby ratify and confirm all transactions heretofore made and entered into with Apex.

(C) Headings. The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder.

(D) Binding Effect; Assignment. This Agreement shall bind 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 Ally Invest's prior written consent. Ally Invest 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 shall 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 shall 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 Ally Invest and Me; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Ally Invest and Me, provided, however, that any and all other agreements, if any, between Ally Invest and Me, not inconsistent with this Agreement, will remain in full force and effect.

I agree and understand that Ally Invest may post on its website other specific agreements, disclosures, policies, procedures, terms and conditions that apply to My use of Ally Invest's 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, terms and conditions are on Ally Invest's web site at <https://www.ally.com/invest/disclosures/>**

(G) **Amendment.** Ally Invest may at any time amend this Agreement without prior notice to Me. The current version of the Agreement will be posted on Ally Invest's 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 Ally Invest's website or services after such posting will constitute My acknowledgment and acceptance of such amendment. I agree to regularly consult Ally Invest's website for up-to-date information about Ally Invest services and any modifications to this Agreement. Ally Invest is not bound by any verbal statements that seek to amend the Agreement.

(H) **Termination.** Ally Invest may terminate this Agreement, or close, deactivate or block access to My Account at any time in its sole discretion. I will remain liable to Ally Invest 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.** Ally Invest's 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, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to Ally Invest 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 Ally Invest's website and mobile application are only offered in jurisdictions where they may be legally offered. Nothing on Ally Invest's 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 Ally Invest's 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 Ally Invest, at its sole discretion may accept unsolicited accounts from non-U.S. resident, depending on the country of residence and other factors. I understand that Ally Invest 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 shall be governed by the laws of the State of New York (regardless of the choice of law rules thereof), except to the extent governed by federal securities law, the Federal Arbitration Act, 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.