

## Ally Invest Securities Customer Agreement

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

I UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF MY RELATIONSHIP WITH AIS REGARDING MY ACCOUNTS. I WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE I CLICK "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON. IF I HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, I WILL EMAIL AIS AT [SUPPORT@INVEST.ALLY.COM](mailto:SUPPORT@INVEST.ALLY.COM) OR CALL AIS AT 855-880-2559. I UNDERSTAND THAT CLICKING "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON IS THE LEGAL EQUIVALENT OF ME MANUALLY SIGNING THIS AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. BY ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE RECEIPT OF THE AIS FORM CRS AND ALLY PRIVACY NOTICE. I UNDERSTAND THAT THIS AGREEMENT AND FORM CRS MAY BE AMENDED FROM TIME TO TIME BY AIS, WITH REVISED TERMS POSTED ON THE AIS WEBSITE. I AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. I UNDERSTAND THAT BY CONTINUING TO MAINTAIN MY ACCOUNT(S) WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, I AM ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF I REQUEST OTHER SERVICES PROVIDED BY AIS THAT REQUIRE ME TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT. I ALSO UNDERSTAND THAT BY CLICKING "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 38.

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

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

2. **Authorization.** I appoint AIS as My agent for the purpose of carrying out My directions with respect to the purchase or sale of securities in accordance with the terms and conditions of this Agreement. To carry out its duties, AIS is authorized to open or close My Accounts, place and withdraw orders and take such other steps as are reasonable to carry out My directions. All transactions will be effected only on My order or the order of My delegate, as accepted and authorized by AIS, except as described in Section 10. AIS provides trading and brokerage services through its website and mobile application. I agree to receive and transmit financial information through such electronic means. My use or My grant of access to My Account to any third party to access information or place transactions in My Account is solely at My risk. If I authorize or allow third parties to gain access to AIS services, including My Accounts, I will defend and indemnify AIS against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use. AIS does not warrant against loss of use or any direct, indirect or consequential damages or Losses (as defined in Section 21) to Me caused by My assent, expressed or implied, to a third party accessing My Account or information, including access provided through any other third- party systems or sites, or using My Account.

3. **Roles and Responsibilities.**

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

without advice or recommendations from AIS. I am solely responsible for any and all purchase and sale orders, decisions to continue with an investment strategy or to hold an investment placed in My Account. I am a self-directed investor and all orders entered are unsolicited and based on My own investment decisions or the investment decision of My duly authorized representative or agent. I understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns.

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

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

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

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

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

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

- 5. Dividend Reinvestment Program.** I understand that AIS offers a free, optional dividend reinvestment program ("DRIP") through Apex. All marginable U.S. equities and select American Depositary Receipts are eligible, provided that they are exchange-listed and priced at \$4 per share or more. If I enroll in the DRIP, Apex will automatically use any cash dividend I receive from an eligible security to purchase such security in the open market on the dividend payable date. Dividend reinvestment will be allocated to full and fractional shares in my Account at the prevailing market price at the time of the order.

I understand that I will not receive a separate confirmation for each dividend reinvestment transaction but, instead, will be provided with analogous transaction details and information on my Account statement. If I wish to receive transaction details and information before the issuance of my next Account statement, I must contact AIS on or after the business day following such transaction.

Once per day, I may enroll or unenroll my entire Account (in which case all eligible securities will be affected) by electronically selecting the appropriate option in my Account online. To enroll or unenroll individual securities, I understand that I must call AIS at (855) 880-2559. Finally, I understand that AIS will notify me in advance of any material changes to the DRIP.

- 6. Effect of Reports and Statements.** I agree that it is My responsibility to review trade confirmations, statements of My Account, and any other documents I receive concerning My Account promptly upon receipt. These documents will be considered binding on Me unless I notify AIS of any objections within seven days from the date any such documents are delivered (which includes online postings on My Account). Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. I agree that any failure to object during that time frame may be treated by AIS as My affirmative consent and I waive any claims to the contrary. In all cases, AIS reserves the right to determine the validity of My objection. If I object to a transaction for any reason, I understand and agree that I am obligated to take action to limit any losses that may result from such transaction. I understand and agree that unless I take such action to limit My losses, I will bear sole responsibility for any loss relating to the initial transaction and any and all losses that may occur thereafter, even if My objection to the initial transaction is ultimately determined to be valid. Nothing in this Section 6 limits My responsibilities as described in Section 3(C) of this Agreement.

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

7. **Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for Me: When I open an Account, AIS will ask for My name, address, date of birth and other information that will allow AIS to identify Me. AIS may also ask to see My driver's license or other identifying documents and subsequently make copies for the records. I understand that AIS may take steps to verify the accuracy of the information I provide in My Account application or otherwise, and that AIS may restrict My access to My Account pending such verification. I will notify AIS of any changes in the information including, but not limited to, My name, address, e-mail address and telephone number promptly.
8. **SIPC and Other Insurance Coverage.** I understand that AIS is a member of the Securities Investor Protection Corporation ("SIPC"), which provides protection for accounts up to \$500,000 (including \$250,000 for claims of cash) per customer as defined by SIPC rules. An explanatory brochure is available upon request or at [www.sipc.org](http://www.sipc.org) or via telephone at (202) 371-8300. I understand that Apex has purchased an additional insurance policy through a group of London Underwriters to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that you have a customer claim in excess of SIPC insurance limits. Apex's excess-SIPC insurance policy is subject to the policy's then-applicable account and aggregate policy claim limits. Specific information about such limits then in effect is available by contacting Apex. Similar to SIPC protection, this excess-SIPC insurance policy does not protect against a loss in the market value of securities. Neither SIPC, nor Apex's excess-SIPC insurance coverage, covers fluctuations or losses in the market value of your investments.
9. **Telephone Conversations and Electronic Communications.** I authorize AIS to contact Me by using any telephone number I provide, including a mobile number that I authorized AIS to call. In addition to manual calling, AIS may use text messages, prerecorded or artificial voice messages, or automatic dialing systems. I understand that My mobile carrier may charge for these communications. I also understand and agree that AIS may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, AIS does not consent to the recording of telephone conversations by any third party or Me. I acknowledge and understand that not all telephone or electronic communications are recorded by AIS, and AIS does not guarantee that recordings of any particular telephone or electronic communications will be retained or be capable of being retrieved.
10. **Oral Authorization.** I agree that AIS is authorized and entitled to act upon any oral instructions given by Me or by a person identified by Me and approved by AIS as My authorized agent, so long as AIS reasonably believes such instruction was actually given by Me or My authorized delegate.
11. **Payment of Indebtedness.** In the event I become indebted to AIS in the course of operation of My Account, I agree that I will repay such indebtedness immediately. I agree that if I fail to pay the indebtedness, AIS may close My Account and liquidate any assets in My Account at its discretion. As security for any and all liabilities arising in favor of AIS, I pledge a first priority perfected security interest in all Property (as defined in Section 26) held by AIS in any account maintained by AIS for Me

individually, jointly or in the name of another person or entity. AIS is hereby authorized to make whatever disposition of pledged Property it deems appropriate to realize the security afforded by this provision, and I will remain liable for any deficiency. I further agree that AIS is entitled to exercise the rights and remedies, with respect to the pledged Property, generally afforded a secured party under all applicable laws. I agree to pay the reasonable costs of collection of any debit balance and any unpaid deficiency in My Accounts, including attorney fees and expenses incurred by AIS.

**12. Buy Orders; Settlements.** All orders for the purchase of securities given for My Account will be authorized by Me and executed in reliance on My promise that an actual purchase is intended. It is My intention and obligation to pay for purchases immediately or on AIS' demand. I understand AIS may at any time, in its sole discretion and without prior notice to Me, prohibit or restrict My ability to trade securities. I further agree not to allow any person to trade for My Account unless a trading authorization in a form accepted by AIS for that person has been received and approved by AIS. In the event that I fail to provide sufficient funds, AIS may, at its option and without notice to Me, (A) charge a reasonable rate of interest; (B) liquidate the Property subject of the buy order; or (C) sell other Property owned by Me and held in any of My Accounts. AIS may also charge any consequential loss to My Account.

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

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

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

**14. Applicable Laws and Regulations.** All transactions in My Account will be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Where applicable, such transactions will be subject to the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, and the rules and regulations of the SEC, the Board of Governors of the Federal Reserve System and any applicable self-regulatory organization. In no event will AIS be obligated to effect any transaction it believes would violate any

federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory body.

**15. Distributions.** In the event that I sell a security prior to its ex-dividend/distribution date, and I receive the related cash/stock dividend or distribution in error, I direct AIS on My behalf to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse AIS for, or deliver to AIS, said dividend or distribution.

**16. Market Volatility; Market Orders; and Limit Orders.** I understand that, whether I place a market or limit order, I will receive the price at which My order is executed in the marketplace. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. I understand that AIS is not liable for any price fluctuations. I also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

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

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

**18. Market Data; Waiver of Liability; Limitation of Liability.** I understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to parties that disseminate said data. I understand that neither AIS nor any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. I understand that neither AIS nor any participating national securities exchange or association nor any supplier of market data warrants that the provision of market data will be uninterrupted or error-free. I agree that My use of the AIS website, mobile application, or any AIS



service is at My sole risk. I agree not to reproduce, distribute, sell or commercially exploit the market data in any manner without written consent from AIS. The AIS service is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

NEITHER I NOR ANY OTHER PERSON WILL HOLD AIS OR ANY DISSEMINATING PARTY OF MARKET DATA LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION FROM, (I) ANY SUCH DATA, INFORMATION OR MESSAGE OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE, OR (B) ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (II) NON- PERFORMANCE OR (III) INTERRUPTION IN ANY SUCH DATA, INFORMATION OR MESSAGE, WHETHER DUE TO ANY NEGLIGENT ACT OR OMISSION BY AIS OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, STRIKE, ACCIDENT, PANDEMIC, ACTION OF GOVERNMENT, COMMUNICATIONS OR POWER FAILURE, OR EQUIPMENT OR SOFTWARE MALFUNCTION) OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF ANY SUCH DISSEMINATING PARTY.

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

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

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

**21. Disclaimer of Liability; Indemnification.** Except as otherwise provided by law, neither AIS nor Apex nor any of their respective affiliates, partners, managing directors, officers, directors, employees and

agents (the "Indemnified Parties") will be liable for any expenses, losses, damages, liabilities, demands, charges, causes of action, claims, penalties, fines or excise taxes of any kind or nature (including legal expenses and reasonable attorneys' fees) ("Losses") by or with respect to any matters pertaining to My Account, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from an Indemnified Party's gross negligence or willful misconduct. In addition, I agree that the Indemnified Parties will not be liable for any Losses that result from: (A) My or My agent's misrepresentation or alleged misrepresentation, or act or omission; (B) Indemnified Parties following My or My agent's directions or failing to follow My or My agent's unlawful or unreasonable directions; (C) any activities of or services provided by the Indemnified Parties in connection with My Account (including, without limitation, any technology services, reporting, trading, research or capital introduction services); or (D) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to Me.

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

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

**22. Mutual Fund Transactions.** In the event that I purchase or hold a mutual fund, I agree to read and understand the terms of its prospectus. I understand that certain mutual funds reserve the right to change their purchasing, switching or redemption procedures and/or suspend or postpone redemptions under certain market conditions. I further understand that any mutual fund order entered with AIS is placed on a best-efforts basis as prescribed and recognized by the individual fund, and that

AIS is not responsible for unexecuted orders due to the failure of any communication system. I agree to be fully responsible for the information contained within the mutual fund prospectus and to hold AIS harmless for any deficiencies contained therein. I authorize AIS to act as My agent in the purchase and redemption of fund shares.

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

**24. Fiduciary.** AIS does not review any action or inaction of a fiduciary with respect to My Account and is not responsible for determining whether a fiduciary's action or inaction satisfies the standard of care applicable to such fiduciary's handling of My Account or whether any action or inaction is within the scope of the fiduciary's authority. AIS is not responsible for determining the validity of a person or entity's status or capacity to serve as a fiduciary. At its sole discretion, AIS may require additional documentation before permitting a fiduciary to become authorized on an existing account or when opening a new account. Inasmuch as the Account is one owned or managed by a fiduciary, the fiduciary and I agree to indemnify, defend and hold harmless AIS and its affiliates from and against any Losses arising out of or relating to any act, error or omission of the fiduciary.

**25. Joint Account Authorization.** If My Account is owned by more than one person, My Account will be a joint account. It will be held in joint tenancy with rights of survivorship, unless I provide notification otherwise and provide the required documentation. For tenants in common, the interests in the tenancy will be equal, unless We notify AIS otherwise. If the Account is a joint account, then in consideration of AIS carrying a joint account for the undersigned persons, We jointly and severally agree to be fully and completely responsible and liable for the Account and to pay on demand any balance due. Each of Us, or any person authorized to act on behalf of the Account under a separate agreement, has full power and authority to make purchases and sales, withdraw funds and securities from, or to do anything else with reference to the Account.

AIS is authorized and directed to act upon instructions received from any of Us. We understand that tax reporting information is processed using the social security number of the person first named in the registration. Each of Us agrees to hold harmless AIS and its employees and agents from and indemnify them against any Losses arising from or as the result of AIS, its employees, or its agents

following the instructions of any of us. AIS in its sole discretion may at any time suspend all activity in the Account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the Account or the Property (as defined in Section 26) therein be in writing, signed by all of us. AIS may recover from the joint account or from any of Us such costs as it may incur, including reasonable attorney's fees, as the result of any dispute among Us relating to or arising from the Account. Upon any event that causes a change in the ownership of the Account (divorce, death, assignment, etc.), all remaining accountholders or survivors must immediately notify AIS in writing. AIS may take such actions in the Account as it deems advisable to protect against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of the decedent or departing joint account owner will be liable together with each of the remaining accountholders or survivors, jointly and severally, to AIS for any net debit balance or loss in the joint account resulting from any transactions initiated prior to notification to AIS or incurred in the liquidation of the joint account or the adjustment of the interests of the respective parties. Notwithstanding the provisions of Section 43(K) of this Agreement, the legal ownership of Our Accounts will be governed by the internal laws of the state of residence. Unless otherwise instructed, if the individuals who sign this Agreement are husband and wife and legal residents of a community or marital property state, any securities purchased through AIS will be registered in their respective names, as shown on the Account, followed by the words "husband and wife as community property" or "community property."

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

- 26. Definition of the Word "Property."** For all purposes of this Agreement, the word "Property" means all kinds of monies, securities, and all contracts, investments and options relating thereto, whether for present or future delivery, and all distributions, proceeds, products and accessions of all such items. This includes all such Property held, maintained or carried by Apex in any manner.
- 27. Legal Process Affecting My Account.** If legal action such as an attachment, garnishment, levy or other state or federal legal process ("Legal Process") is brought against My Account, AIS may refuse to permit (or may limit) withdrawals or transfers from My Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such Legal Process, AIS has first claim to any and all funds in My Account. AIS will not contest on My behalf any such Legal Process and may take action to comply with such Legal Process as it determines to be appropriate in the circumstances without liability to Me,

even if the legal process purports to affect the interest of only one owner of a joint account and even if any funds AIS may be required to pay out leaves insufficient funds to pay a check I have written. If AIS incurs any expenses, including without limitation, reasonable attorney fees, in connection with any such Legal Process, it may charge any expenses and fees to My Account or any other account I may have with without prior notice, or it may bill Me directly for such expenses and fees. Any garnishment or other levy against My Account is subject to AIS' right of setoff and security interest.

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

**29. Tax Advice and Tax Reporting.** Under no circumstance does AIS provide tax advice and I may not rely on any representations made by AIS relating to tax matters. The proceeds of sales transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law.

**30. Information Accuracy.** I (A) certify that the information contained in this Agreement, the account application, and any other document that I furnish in connection with My Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing AIS to extend credit is a federal crime; (B) authorize AIS to contact any individual or firm noted herein or on the documents referred to in subsection (A) of this Section and any other normal sources of debit or credit information; (C) authorize anyone so contacted to furnish such information to AIS as it may request; and (D) agree that this Agreement, the account application and any other document I furnish in connection with My Account is AIS property, as the case may be. I will promptly advise AIS of any changes to the information in such agreements and documents in writing within ten days. AIS may retain this Agreement, the account application, and all other such documents and their respective records at its sole discretion, whether or not credit is extended.

**31. W-9 and FATCA Certification.** Under penalties of perjury, I certify that the taxpayer identification number indicated on the account application is My correct taxpayer identification number. Unless I have informed AIS differently, I certify that I am not subject to backup withholding, and I am a U.S. Person

(including a U.S. resident alien). Any FATCA code(s) (if any) indicating that I am exempt from FATCA reporting is correct.

- 32. Credit Information and Investigation.** I authorize AIS to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, AIS agrees to provide Me a copy of any report so obtained.
- 33. Customer Authentication.** I authorize My wireless carrier to use or disclose information about My account and My wireless device, if available, to AIS or its service provider for the duration of My business relationship, solely to help them identify Me or My wireless device and to prevent fraud. I have reviewed the Ally Privacy Notice and understand how AIS treats My data.
- 34. Equity Orders and Payment For Order Flow.** SEC rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker or dealer from any broker or dealer in return for directing orders. AIS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These may include size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments and/or credits received by AIS in connection with any specific transactions will be furnished upon written request.
- 35. Free Credit Balances.** I consent to participate in Apex's FDIC-Insured Sweep Program (the "Program"), and consent to AIS and/or Apex placing or investing (i.e., "sweeping") the cash balance (also known as a "free credit balance") in My Account into FDIC-insured bank deposit account(s) with participating banks in the Program (the "Program Banks"), or into such other accounts or arrangements as AIS and/or Apex may make available from time to time. I understand that a list of the Program Banks can be found at [https://library.apexfintechsolutions.com/wp-content/uploads/2024/08/APEX\\_Sweep-Program-Bank-List-8.19.24.pdf](https://library.apexfintechsolutions.com/wp-content/uploads/2024/08/APEX_Sweep-Program-Bank-List-8.19.24.pdf). I understand that both Apex and AIS are non-bank institutions and that the FDIC's deposit insurance coverage does not protect against the failure of either institution. Certain conditions must be satisfied for pass-through deposit insurance coverage to apply. The Program is subject to and controlled by the terms of this Agreement and the Terms and Conditions of the Program. I understand that if I wish to not participate in the Program and to not have My free credit balances automatically placed or invested into the Program, I must contact AIS at 1-855-880-2559 or provide written notice to AIS. I further understand that AIS and/or Apex may change, modify, delete, or replace the products in the Program from time to time in its/their discretion and that, in such case, I will receive advance notice as required by law. With respect to any cash balance that is automatically transferred

to an account at a Program Bank, I agree that I am solely responsible for monitoring My balances with the Program Banks, both held through and outside the Program, to determine whether I have total deposits held in the same capacity at any Program Bank in excess of the FDIC deposit insurance limit. Balances held through the Program at Program Banks are insured by the FDIC up to the applicable limit, per Program Bank, but are not insured by SIPC nor are they obligations of AIS and/or Apex. AIS and/or Apex may, without notice, withdraw or redeem My deposits or holdings to the extent necessary to satisfy any debits arising in any of My Accounts. I understand that AIS and Apex are not obligated to pay interest on any free credit balance in My Account. I further understand that My free credit balance may be deposited with Ally Bank, an affiliate of AIS, and AIS may receive from Apex rebates or other compensation derived from My margin debt balances, money market accounts, or free credit balances. I also understand that the free credit balance in My account may be held in an account held by Apex at Ally Bank. I understand that free credit balances provide a relatively low-cost source of funds for AIS, Apex, and Ally Bank and thus help contribute to their profitability.

**36. Fees and Charges.** I understand that there are charges for commissions and fees for executing buy and sell orders and for other services provided under this Agreement. I also agree to pay all applicable federal, state and local taxes associated with or related to activities in My Account. I authorize AIS to automatically debit My Account for any such brokerage commissions, charges, fees and taxes. I agree to pay such commissions and fees at the then prevailing rate. I acknowledge that the prevailing rate of commissions and fees may change, and that change may occur without notice. I agree to be bound by such changes. I specifically agree to pay a reasonable rate of interest on the principal amount of any debit balance carried with respect to My Account. Interest may be charged against My Account in connection with cash withdrawals, if the proceeds from a security sale are disbursed before the regular settlement date of the sale transaction, and for late payments. If AIS receives My payment for securities purchases in a cash account after the settlement date, I will be charged a late payment fee of \$25 plus a daily interest charge on the debit balance until AIS is fully paid. Charges will be calculated using a prevailing interest rate. The charges will accrue until paid and posted to My Account on the day following payment of the debit balance. Interest due on My Account is payable on demand. I also agree to pay such expenses incurred by AIS in connection with collection of any unpaid balance due on My Accounts including, but not limited to, attorney's fees allowed by law. I authorize AIS, at its discretion and without further prior notice, to utilize an electronic check process or Automated Clearing House ("ACH") facility to draft funds in the amount of any of My checks payable to AIS, its agents or assigns.

**37. Electronic Fund Transfers.** I understand that AIS offers the ability to initiate electronic fund transfers ("EFTs") to and from My Account, including by means of processing through the Automated Clearing House network ("ACH"), or via One Ally Transfers ("OAT") (which involve transfers of funds between accounts at AIS and Ally Bank). For purposes of this Agreement, an EFT is any transfer of funds initiated by computer (including a mobile device) or telephone (if it involves periodic or recurring transfers), excluding wire transfers and transfers originated by check, draft, or similar paper instrument.

I authorize AIS to initiate EFTs by making credit entries and debit entries between My Account and any of My bank accounts at (a) Ally Bank; or (b) any other depository institution I specify via the online Electronic Funds Transfer Program (each such bank account, whether at (a) or (b), an "EFT Bank

Account"). I further authorize adjustments (if necessary) for any entries in error and to credit or debit the same between My Account and any EFT Bank Account. I further agree that anyone using the user ID associated with My Account is authorized to initiate transfers to or from any EFT Bank Account. I acknowledge and agree that I am bound by, and that the origination of EFTs to and from My Account or any EFT Bank Account, must comply with the provisions of applicable United States federal and state laws, the Nacha Operating Rules & Guidelines (if applicable), and this Agreement. I agree to confirm identification of My Account and any EFT Bank Account at the time of the initial credit or debit entry to any such account and to notify AIS immediately if an incorrect entry is posted to any such account in connection with an AIS-related EFT.

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

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

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

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

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

(A) Use and Purpose. For security reasons, AIS may limit the amount or number of EFTs in My Account. If AIS suspects that I have used any EFT to conduct an illegal transaction, AIS reserves the right to



terminate My ability to conduct future EFTs. AIS reserves the right to decline any EFT request at any time, even if there is sufficient spending power available in My Account to settle the transaction, if, in its sole discretion, it believes that a transaction is for an improper purpose, is fraudulent, or is otherwise not within the terms of the service as set forth in this Agreement. AIS will not be liable for any incidental or consequential damages incurred by Me or any other person as a result of declining any EFT request.

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

(E) Limitations on Frequency and Dollar Amounts of Transactions. For security reasons, AIS may further limit the number or dollar amount of EFTs I can make per day, or the maximum amount of any single EFT.

(F) Recurring Transactions. If I intend to engage in recurring transactions, I should monitor My balance and ensure I have funds available in My Account to cover the transactions. "Recurring transactions" are transactions that I authorized in advance to be charged to My Account at substantially regular intervals. AIS is not responsible if a recurring transaction is declined because I have not maintained a sufficient balance in My Account to cover the transaction. If I have authorized a third party to make a recurring transaction and I do not expect to have sufficient spending power in My Account to cover the transaction, I also should contact the applicable third party in order to stop the recurring transaction.

If I've scheduled a one-time or recurring EFT, I can stop any such EFT by calling or writing AIS using the contact information in Section 43(A) in time for AIS to receive My request, and no later than three business days before the EFT is scheduled to be made. If I call, AIS may also require Me to put My request in writing and get it to AIS within 14 days. I can also stop the EFT by logging into My Account and canceling it myself no later than three business days before the EFT is scheduled to be made. Whether I call, write, or log in to cancel an EFT, I understand that if I originally scheduled the EFT to process immediately (e.g., via OAT), or if the EFT has either already begun processing or been completed, I won't be able to cancel it. For purposes of this Agreement, "business day" means Monday through Friday, excluding federal holidays.

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

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

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

If I do not tell AIS within 60 calendar days after the statement showing the first unauthorized transaction was made available, I may not get back any money I lost after the 60 days if AIS can

prove that it could have stopped someone from taking the money if I had told them in time. If a good reason (such as a long trip or a hospital stay) kept Me from informing AIS, the time period may be extended.

If AIS does not complete a transfer to or from My Account on time or in the correct amount, AIS will be liable for My losses or damages. However, there are some exceptions. AIS will not be liable, for instance: (1) if, through no fault of AIS, I do not have enough spending power to make the transfer; (2) if the system was not working properly and I knew about the breakdown when I started the transfer; (3) if circumstances beyond AIS' control (such as fire or flood) prevent the transfer, despite taking reasonable precautions; or (4) pursuant to any other exceptions stated in this Agreement.

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

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

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

### **38. ARBITRATION.**

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

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

- (IV) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- (V) THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- (VI) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- (VII) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

(B) NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION, OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

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

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

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

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

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

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

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

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

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

- 41. API.** AIS may, in its sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the "API Package") (such third parties, "API Licensees"), to make available certain features and functionality of AIS' mobile applications, websites, or technology platform via the API Licensees' products (such products, the "Licensee Products"). If I choose to use an API Package, I agree that the API Package may employ

security, policies, procedures, and systems of third-party providers which may nor may not be as stringent and secure as those of AIS.

**42. Trusted Contact Person.** AIS will provide Me with the ability to designate a “Trusted Contact Person”. To the extent I have designated a Trusted Contact Person for My Account(s), AIS and associated persons of AIS are authorized to contact My Trusted Contact Person and disclose information about My Account(s) to address possible financial exploitation, to confirm the specifics of the customer's current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165.

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

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

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

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

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

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

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

(D) Binding Effect; Assignment. This Agreement binds My heirs, assigns, executors, successors, conservators and administrators. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining AIS' prior written consent. AIS may assign, sell or transfer My Account and this Agreement, or any portion thereof, at any time, without My prior consent.

(E) Severability. If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory or self-regulatory

agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions will be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement will continue in full force and effect.

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

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

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

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

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

(J) Domestic Customers Only. The products and services described on the AIS website and mobile application are only offered in jurisdictions where they may be legally offered. Nothing on the AIS website or mobile application constitutes an offer or solicitation of securities, products, or services in any jurisdiction where their offer or sale is not qualified or exempt from registration. I understand that AIS products and services are intended for U.S. customers only and may or may not be offered or available in other countries. I understand that AIS, at its sole discretion may accept unsolicited accounts from a non-U.S. resident, depending on the country of residence and other factors. I understand that AIS is based in the United States and that it accepts only U.S. currency in its customer accounts.

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

**BY MY PHYSICAL SIGNATURE ON THE ACCOUNT APPLICATION OR BY MY ELECTRONIC SIGNATURE ON THE ONLINE ACCOUNT APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 38.**