

APEX FDIC-INSURED SWEEP PROGRAM

TERMS AND CONDITIONS

By electing to participate in the Apex FDIC-Insured Sweep Program (the “Program”), you agree that Apex Clearing Corporation (“Apex”) may sweep any excess cash in your brokerage account introduced by Ally Invest Securities LLC (“Ally Invest”) to Apex (the “Account”) into and out of an FDIC-insured deposit account opened by Apex at a participating bank (“Program Bank”), at no cost to you. A list of current Program Banks is available on Apex’s website. By electing to have your excess cash swept through the Program, you hereby accept and agree to these terms and conditions, and appoint Apex as your agent in establishing deposit accounts, initiating deposits and withdrawals to the Program Banks and providing services in accordance with the Program. These terms and conditions are in addition to those contained in your account agreements and any other agreements you may have with Apex or Ally Invest.

You must notify Ally Invest in writing or by calling it at 1-855-880-2559, if you do not wish to participate in the Program. If you decline to participate in the Program, your cash balances will remain as free credit balances in your Account. Participation in the Program does not guarantee any or all of your excess cash balance will be swept to a Program Bank, and all sweeps shall be in Apex’s sole discretion. Apex reserves the right to refuse to allow any Account to enter the Program and to remove any Account from participation in the Program at any time in Apex’s discretion.

I. DEPOSITS

By enrolling in the Program, you agree that Apex may begin to sweep the excess cash balance in your Account into sweep deposit accounts it has established at one or more Program Banks on behalf of you and other customers. These deposit accounts are omnibus accounts titled in such a way as to disclose that the funds deposited are those of customers and not proprietary funds of Apex. Your ownership in these accounts will be evidenced by an entry on Apex’s records for each Program Bank at which your funds are on deposit and by disclosure on your Account statement. You will not be given any additional evidence of ownership. If there is excess cash in your Account such that a single deposit would put that amount beyond FDIC coverage, then Apex will sweep the excess cash into multiple Program Banks. Apex may transfer balances between Program Banks at any time at its discretion and may utilize one or more intermediary banks to route funds in the Program. You may not deposit funds into the Program directly with any Program Banks; all funds in the Program must be deposited through your Account.

II. WITHDRAWALS

By enrolling in the Program, you consent to have Apex, as your agent, automatically withdraw any and all of your funds in the Program at Program Banks in the event of a debit in your Account, or to pay for securities purchased for or sold to your Account, or otherwise in Apex’s discretion. If funds that have been swept to a Program Bank are needed to cover a purchase, withdrawal, or other debit in your Account, the funds will be automatically swept out of the Program Bank(s) and back into your Account by Apex. No action by you is required to withdraw funds from one or more Program Banks to cover

debit balances in your Account.

Although Apex may sweep your excess cash balance to an account at a Program Bank, you shall not be able to make withdrawals from that account, even if you contact the Program Bank directly. Your excess cash balance is only available through your Account. Please contact Ally Invest with any questions on accessing your cash balance.

III. ACCESS TO YOUR EXCESS CASH BALANCE

Use of your Account will not be affected when your excess cash is swept to a Program Bank. You will still be able to make purchases and withdrawals using your excess cash balance through your Account at any time. However, any funds withdrawn or used for purchase will no longer be available to sweep to a Program Bank. You can only access your excess cash balance directly through your Account. Being swept to a Program Bank shall not provide protection to your excess cash balance from legal processes such as levies or garnishments served on Apex or Ally Invest.

IV. INTEREST

No interest will be paid to you in respect of funds swept to a Program Bank. Instead, Program Banks generally pay interest and/or fees to Apex, a portion of which is shared with Ally Invest, rather than you. See section VI, below. Please contact Ally Invest regarding alternative options for earning interest on cash balances held outside the Program.

V. FDIC INSURANCE & SIPC COVERAGE

Your excess cash balances that Apex sweeps to a Program Bank, together with any non-Program deposits you may have at the same Program Bank, are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to a standard maximum amount in accordance with the FDIC’s rules. The applicable FDIC insurance limit depends on a number of factors. Please consult www.fdic.gov for further details. If you have both excess cash and non-Program funds at the same Program Bank held in the same right and legal capacity, you must aggregate all such deposits for purposes of determining your FDIC insurance coverage. If that aggregate exceeds applicable FDIC insurance limits, the FDIC may not insure the funds in excess of the applicable limits. Apex and Ally Invest recommend you contact your financial and legal advisors for further details on FDIC limits and advice on participation in the Program.

Neither Apex nor Ally Invest shall have any obligation to consider any non-Program deposits when sweeping your excess cash balances. Neither Apex nor Ally Invest shall be responsible for monitoring the amount of your excess cash balance swept to any Program Bank to determine whether it exceeds the limit of available FDIC insurance. You are solely responsible for monitoring the total amount of your assets on deposit with each Program Bank (including non-Program funds and accounts) in order to determine the extent of FDIC insurance coverage available to you on those deposits, including Program deposits. Apex

shall not take into account any money you have on deposit at a Program Bank outside of the Program. Please note that there is no specific time period during which the FDIC must make insurance payments available and the FDIC may require you provide certain documentation before insurance payments are made.

Any securities and funds held in your Account (as opposed to funds swept to a Program Bank) are (i) not insured by the FDIC, (ii) have no bank or FDIC guarantees, and (iii) have associated risks. Securities and funds not swept to a Program Bank are held in your Account and are covered by the Securities Investor Protection Corporation (“SIPC”), of which Apex and Ally Invest are members. Your excess cash balance is only eligible for FDIC coverage once it is deposited at a Program Bank. However it shall be covered by SIPC while held in your Account. As a member of SIPC, funds are available to meet customer claims up to a current ceiling of \$500,000, including a maximum of \$250,000 for cash claims. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-8300 or visit www.sipc.org. 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 are 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.

VI. RELATIONSHIP

Apex generally receives payment from each Program Bank in connection with its participation in and operation of the Program. Apex's payment from the Program Banks is paid as interest and/or fees. This payment is typically based on the average aggregate amount of funds at each Program Bank and the current interest rate environment. The payment to Apex by one Program Bank may differ from payment of another Program Bank, even if the deposit amounts are identical. Apex may pay to its authorized agent or third-party an amount for facilitating the operations of the Program, which may be a portion of the payment made to Apex by the Program Banks. Apex will pay Ally Invest a portion of the payment it receives from the Program Banks. Apex's payment amount to Ally Invest may be different than the payment amount made to another introducing broker.

VII. PROGRAM BANKS

A list of current Program Banks can be found on Apex's website. You may specify any Program Banks into which you do not wish your excess cash balance to be swept. You may withdraw any such exclusion of Program Banks you have made at any time. Please note that if there are insufficient Program Banks available in the Program, taking into account any from which you have opted out, such that not all of your excess cash balance can be spread among Program Banks to ensure FDIC coverage, then some or all of your excess cash balance may either remain in your Account or may be deposited at a Program Bank in

an amount in excess of FDIC coverage limits. You can obtain additional information on each Program Bank at www.fdic.gov.

Occasionally, Program Banks may be added or removed from the Program Bank list available on Apex's website. If a Program Bank is removed from the Program, it will no longer be able to receive sweeps of your excess cash balance. If any of your excess cash balance is at a Program Bank that is removed from the Program, Apex will transfer those funds into another Program Bank still in the Program or into your Account, at Apex's discretion.

By electing to participate in the Program, whether when opening your Account, by not objecting following notice or by instruction to Ally Invest, you attest that you have received and read these Terms and Conditions. You consent to all the provisions herein and for Apex to change the amounts and Program Banks into which your excess cash balance is swept at any time in Apex's discretion. Further, you agree that nothing herein shall obligate Apex in any way to sweep any portion of your excess cash balance to any Program Bank at any time. You agree to hold harmless Ally Invest and Apex for any results that may occur from participation in the Program, including specifically any difference between the interest you could have received on cash balances held in a different account or deposited directly with another institution, including any bank that is a Program Bank. You direct Apex to return all your swept funds to your Account and to terminate your participation in the Program in the event (i) you instruct Ally Invest to remove you from the Program or (ii) you utilize the services of an investment advisor who instructs Apex to remove you from or not include you in the Program. You agree Apex may share personal information about you, including name, social security number, tax identification number, address, date of birth, or others with certain entities or individuals that provide services to Apex in connection with the Program, including, but not limited to, any Apex agent, your investment advisor, and Ally Invest. For further information regarding the collection, processing, or use of your personal information, please see the privacy policy provided to you with your regard to your Account and Apex's privacy policy available on Apex's website.

VIII. TAXATION

Nothing in these Terms and Conditions should be construed as to constitute legal or tax advice. Please consult your tax advisor for further information or visit www.irs.gov.

IX. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL APEX, ALLY INVEST, THE PROGRAM BANKS, OR THEIR AGENTS, AFFILIATES, ASSIGNS, SUBSIDIARIES, OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE NO MATTER THE CONTEXT IN WHICH IT IS ASSERTED AND INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, BUSINESS INTERRUPTION OR ANY PENALTIES OR PUNITIVE DAMAGES.

Any failure by Apex, its agents, Ally Invest, or any Program Bank shall not constitute a violation or subject them to any liability if caused in any way by your negligence or willful act, force majeure, suspension of payment by another institution, market irregularity or loss of market access, war, act of terrorism, or any other circumstances beyond the control of them.

X. COMPLIANCE WITH LEGAL PROCESS

Apex, its agent(s), Ally Invest, and the Program Banks may comply, without notice to you, with any writ of attachment, execution, garnishment, levy, restraining order, subpoena, warrant, regulator or government request, or other legal process that the recipient believes to be valid. You agree to indemnify and hold harmless Apex, its agent(s), Ally Invest, and the Program Banks from all actions, claims, liabilities, losses, costs, attorney's fees, and damages that may be associated with their compliance with any legal process in accordance with this section and you agree they may comply with any legal process received, even if such is not served properly on the recipient in accordance with all applicable legal requirements, so long as compliance is not done in bad faith.

XI. NO WARRANTIES

EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS, NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE) ARE MADE TO YOU REGARDING THE PROGRAM, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON- INTERFERENCE, OR NONINFRINGEMENT. NONE OF YOUR BROKER, INVESTMENT ADVISOR, REGISTERED REPRESENTATIVE, OR OTHER PERSON OR ENTITY IS AUTHORIZED TO MAKE, OR MAY THEY MAKE, ANY REPRESENTATIONS OR UNDERTAKINGS ON BEHALF OF APEX, ALLY INVEST, OR THE PROGRAM BANKS OR THEIR RESPECTIVE AFFILIATES OR AGENTS WITH RESPECT TO THE PROGRAM.

XII. NO GUARANTEE OF PROGRAM BANKS

Your funds deposited at a Program Bank constitute a direct obligation of the applicable Program Bank(s) to you, and not an obligation of Apex or Ally Invest. Neither Apex nor Ally Invest guarantees the return of funds deposited in a Program Bank or makes any representation or warranty regarding the financial condition of any Program Bank. Under federal banking regulations, a Program Bank may exercise its right to require prior notice of up to seven days before permitting your deposit to be withdrawn from such Program Bank. In the event of a failure of a Program Bank, you may experience losses on deposits in excess of any FDIC-insured amount and there may be a time period during which you may not be able to access your funds.

XIII. ADDITIONAL DISCLOSURES

A. Corporate Status. Apex and Ally Invest are registered broker-dealers and members of the Financial Industry Regulatory Authority. Neither Apex nor Ally Invest are banks or investment advisors. Neither Apex, Ally Invest, nor the Program Banks provide advice regarding whether the Program is beneficial or right for you or your Account.

B. Acceptance of Terms and Conditions. By continuing to maintain your Account and participate in the Program, you accept the terms and conditions herein and you accept and will be legally bound by any new or amended terms and conditions.

C. Obligation to Review Statements. In accordance with your account opening documents for your Account, you must carefully examine your Account statement once you receive it. If you feel that there is an error, you must notify Apex or Ally Invest promptly. Failure to comply with this notification requirement may bar you from claiming any error involving your Program Bank accounts. Please see your Account opening documents for specific details and timelines.

D. Escheatment. In certain circumstances, Apex, Ally Invest and the Program Banks may be required by law to escheat a portion or all of your excess cash balance and Account to a state due to account inactivity for certain time periods, in accordance with state law. If funds are escheated to a state, you must file a claim with that state to reclaim the funds.

E. Assignment. You may not assign these terms and conditions or your participation in the Program, except through an assignment of your entire Account. Apex or Ally Invest may assign their rights and obligations under the Program and these terms and conditions without prior notice to you and without obtaining your consent.

F. Set Off. Under the terms of your account agreements, Apex and Ally Invest may charge or set off assets from your Account against any obligations or debt you owe to Apex or Ally Invest. This right extends to any excess cash balances that are swept to a Program Bank and swept funds shall have no additional protection solely because they are with a Program Bank.

G. No Waiver. There shall be no waiver by Apex or Ally Invest of any of these terms and conditions unless such waiver is in writing and signed by Apex or Ally Invest, as applicable. No failure or delay by Apex, its agent, Ally Invest, or any Program Bank in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any partial exercise preclude further or full exercise of any right, power, or privilege.

H. Severability. If any term, provision, covenant or restriction of these terms and conditions is held to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way, to the maximum extent allowed by law, be affected, impaired, or invalidated.

I. Entire Agreement. These terms and conditions, any additional documents provided to you by Apex, Ally Invest, its agent, or any Program Bank concerning the Program, and your account opening agreements for the Account constitute the entire agreement with you regarding the Program and supersede all prior agreements, both oral and written, with respect to the subject matter herein. These terms and conditions are to be read in conjunction with, and not independently of, your account agreement governing the Account. For all purposes, your participation in the program is through your Account and is subject to all terms of your account agreement governing the Account and any other account opening agreements you have with Ally Invest or Apex.

J. Controlling Document. In the event of any inconsistency between these terms and conditions and a provision of any such other document provided to you in connection with the Program, these terms and conditions shall prevail.

K. Governing Law and Arbitration. These terms and conditions shall be construed in accordance with and governed by the laws of the State of Texas. In accordance with your account opening agreements for the Account, any disputes regarding the Program or your Account shall be subject to and controlled by the arbitration agreement set forth in your account agreement governing the Account, which shall fully control.

L. Headings and Construction. The headings herein are included only for convenience and shall not be considered in the construction or interpretation of these terms and conditions. Any singular items herein shall be deemed to include the plural and vice versa. Any use of the term “includes” or any derivative or synonym of it shall be deemed to be followed by the words “without limitation”. References to any agreement or document provided to you shall include that agreement or document as amended, modified, supplemented, or replaced from time to time. In any construction of these terms and conditions, it shall not be construed against a party on the basis of that party potentially being the drafter of the terms and conditions.

THESE TERMS AND CONDITIONS ARE SUBJECT TO THE PREDISPUTE ARBITRATION CLAUSE CONTAINED IN YOUR CUSTOMER ACCOUNT AGREEMENT GOVERNING YOUR ACCOUNT. PLEASE REVIEW THE PREDISPUTE ARBITRATION CLAUSE IN YOUR CUSTOMER ACCOUNT AGREEMENT CAREFULLY.