



Bumped Rewards Program
Customer Agreement
Effective as of May 9, 2019

Investing in securities involves risk:

Not FDIC Insured • No Bank Guarantee • May Lose Value.

Fractional shares typically aren't transferable. Fractional shares can't be put into certificate form or physically mailed. Fractional shares may not have voting rights.

Bumped Financial LLC

This Bumped Loyalty Program and Brokerage Account Customer Agreement (the "**Customer Agreement**") contains details about the relationship between customers ("**customers**" or "**you**") and **Bumped, Inc.** (the "**Parent**") and its affiliated broker-dealer, **Bumped Financial LLC** ("**Bumped Financial**" and collectively, "**Bumped**"), relating to the rewards program offered by Parent and facilitated by Bumped Financial. You have to accept the terms of this Customer Agreement in order to become a customer of Bumped Financial so that you may participate in the Program (as defined below). This Customer Agreement describes the legal obligations between our customers and Bumped Financial to open a Bumped Financial account (an "**account**") and receive securities rewards through your participation in the Program via the Bumped mobile application and web platforms (the "**Platform**"). Customer accounts are held by Bumped Financial's clearing agent, Apex Clearing Corporation ("**Apex**" or the "**clearing firm**") and by agreeing to the terms of this Agreement you also agree to accept the terms of the Apex Customer Account Agreement provided at the end of this Customer Agreement.

Once a customer has opened an account and linked a qualified payment method (as defined below), promotional consideration or other consideration in the form of securities, may, from time to time, be purchased on your behalf



and at no cost to you. Customers will earn rewards in the form of securities based primarily on the qualified purchases (as defined below) that they make using linked qualified payment methods at participating merchants (“**securities rewards**”). Once a security reward is earned it will be transferred into your Bumped Financial account (collectively, the “**Program**”).

The Program does not constitute, and should not be construed as, (i) investment advice or a recommendation to buy, sell or otherwise transact in any investment including any products or services or (ii) an invitation, offer or solicitation to engage in any investment activity. You should make your own investment decisions [and Bumped does not take into account any customer’s investment objectives, particular needs or financial situation as part of the Program]. The Program does not, and is not intended to, constitute investment/financial, legal, accounting or tax advice. It is strongly recommended that you seek professional investment advice before making any investment decision. Any investment decision that you make should be based on an assessment of your risks in consultation with your investment adviser.

“**Qualified payment methods**” include credit cards, debit cards as well as eligible banking transactions; *provided, however*, that qualified payment methods are subject to change without notice in Bumped’s sole discretion.

“**Qualified purchases**” include purchases of goods and services provided by participating merchants using a qualified payment method. Eligible goods and services are subject to change in Bumped’s sole discretion and/or at the direction of participating merchants. Qualified Purchases shall not include the purchase of third party gift cards or gift certificates, prepaid open loop cards, bill pay services, money order services, cash equivalents, coupons, coins, paper money, virtual currency, or items generally considered to be “bullion”



(for example, gold, silver, and other precious metals in the form of coins, bars, or ingots).

Additionally, qualifying purchases may be subject to an eligibility limit by which purchases beyond an individual purchase dollar amount or aggregate dollar amount of purchases within a certain time frame may not be eligible to earn rewards (“**eligibility restrictions**”). Eligibility restrictions are subject to change without notice and are subject to the provisions of the Merchant Loyalty Program Agreement and/or in Bumped’s sole discretion.

Any and all Program rewards, redemptions, purchases, and sales are governed by the terms of the Program, any related requirements or restrictions in a merchant’s terms and conditions, and this Agreement.

By selecting “**I Agree**” below, you: (1) acknowledge your intention to be bound by this Customer Agreement, (2) acknowledge and agree that the Customer Agreement, as it may be amended from time to time in accordance with its terms, constitutes the entire and final understanding with respect to the Customer Agreement’s subject matter (3) acknowledge and agree that this Customer Agreement supersedes any previous Customer Agreements with Bumped Financial, (4) consent to electronic delivery in section 17 of all notices and communications, subject to applicable law, in connection with the Customer Agreement (Consent to Electronic Delivery and Communication), and (5) make the tax certification in section 48 (Tax Certification) that is required by the IRS. You also understand that this Customer Agreement is subject to a pre-dispute arbitration clause in section 42 (Arbitration).

1. Eligibility to Open and Maintain an Account/Participate in the Platform. An account currently may only be opened for an individual (see “Account Types” below in section 8). In order to open and maintain an account, you represent that (a) you are a U.S. Citizen or other U.S. Person, such as those who are



Lawful Permanent Residents with a valid Social Security number, of legal age to enter into contracts where you reside; and (b) you are not an executive officer, director, or 10% owner of a company publicly traded in the U.S. If these representations change, you must notify Bumped Financial promptly and close your account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also need to share information with the participating merchants in order to confirm your eligibility to participate in the Program. Additional eligibility requirements specific to a particular reward program may be set forth in the Program description or on the Bumped Rewards Platform. Bumped Financial reserves the right to decline any request to open an account or to provide for any features and may close an account for any reason.

2. Securities Rewards. After your account has been opened, securities rewards may be processed for your account based upon qualified purchases made using linked qualified payment methods at participating merchants. A securities purchase order, in order to facilitate a securities reward, will be combined with other customer rewards in a “batch,” as described herein, and submitted to the market for execution. After the purchase has been completed and settled, the pro rata share equal to the amount of your earned rewards will be placed in your Bumped Financial Account. All customers grouped in the batch will receive the same price for each batch.

The Parent is responsible for ensuring that each of the participating merchants sufficiently fund the Loyalty Program which may include your rewards securities purchases. Please be advised that if a merchant fails to sufficiently fund the Loyalty Program necessary to purchase securities rewards that you have earned pursuant to your qualified purchases at that participating merchant, Bumped Financial shall have no obligation to make such share purchases.

You are entitled to your securities rewards once a qualified purchase has



been made using a linked qualifying payment method, and such transaction is settled with the participating merchant (the “**settlement date**”) (the settlement period is estimated to be approximately five to ten business days after the Parent and/or Bumped Financial becomes aware of the qualified purchase). Bumped Financial may reflect a pending securities reward allocation in your account earlier than the settlement date and will reflect which securities rewards have settled and which are pending. You do not own securities that are reflected in your account as pending. If securities are reflected in your account prior to the settlement date and the relevant qualified purchase does not settle, such securities will be removed from your account.

3. Selling Securities. You may sell your securities at any time by entering a sell order with Bumped Financial via the Platform. Sales transactions on the Platform earned through the Program are not “real time” market orders, that is, orders placed promptly when entered. They are, instead, combined with other orders in a batch and submitted to the market for execution, allowing all customers in the batch to receive the same price. Bumped Financial does not accept limit orders, meaning you may not set a share price ahead of time at which a sale is triggered. We may offset, or “cross” same day customer buy and sell orders, in which case we will be acting as your agent for the sale and as agent for the purchaser. All proceeds from sales will go into your account. If you wish to withdraw funds, you must provide electronic payment instructions for your bank account. (See section 12 (Deposits and Withdrawals)).

4. Subsequent Purchases. Bumped Financial is not currently offering its customers the ability to make additional market purchases of securities, but may add that feature in the future, at which time Bumped Financial will provide all customers with related notice and the terms of this Section 4 and Section 12 will become immediately effective. Until such time, all references in this agreement to the ability to deposit money into your account and make additional market purchases will be of no force and effect. You may be able



to make additional market purchases of securities through the Platform. You will need to link a bank account to your Bumped Financial account in order to place a purchase order. All purchase orders must be placed in the format as required by Bumped Financial and/or Apex. When entering a purchase, you will need to verify the correct funding source is displayed before confirming the order. Purchases will only be made upon receipt of settled funds, which generally takes between 1-2 business days (See section 12 (Deposits and Withdrawals)).

5. Account Fees. Bumped Financial will not charge you a fee to receive a securities reward. Bumped Financial does not charge commissions for rewards, purchases, or sales transactions. If your account becomes inactive, we may charge you inactive account fees of \$1.00 per month beginning no earlier than six months from the date that you last received a securities reward. Securities may be sold from your account to cover the cost of these fees and, as such, it is possible that these fees may continue to be subtracted from your account until the balance is reduced to zero and Bumped Financial may close your account.

Fees for purchase transactions, if any, will be announced at the time a securities purchase feature is added to the Program. Fees charged on the Platform are subject to change. We will notify you at least 30 days before we impose fees or change our fee schedule. Please contact support@bumped.com for a complete fee schedule of all miscellaneous services and their associated costs.

6. Investing Using the Bumped Financial Platform. If you wish to make subsequent purchases and sales of securities as allowed or as available by the Program, you must use the Platform and must have provided electronic payment instructions. In ordinary circumstances, you may not use email, regular or overnight mail, voice mail, or any other method of communication to transmit orders. In the event of significant service disruptions, phone orders may be accepted. Please see the Bumped Financial Business Continuity



Plan (available online) for situations in which this would apply. Transactions are subject to the terms of the company's terms and conditions and agreements as applicable.

7. Bumped Financial's Role. In any securities transaction, Bumped Financial generally will be acting as your agent or broker. You understand that Bumped Financial and its registered personnel will make no recommendations about any securities and will not discuss the appropriateness of any transaction in, or the securities of, any participating merchant, and will not provide any tax, accounting, or legal advice. You acknowledge that all investment decisions are made solely by you. You further acknowledge that Bumped employees may open and use their own personal accounts with Bumped Financial, and also purchase whole shares in securities of participating merchants through third party broker-dealers, and that this may be perceived as a conflict of interest which Bumped Financial monitors to ensure there is no misuse of material non-public information or other suspicious or concerning behavior in the trading of securities of participating merchants.

In addition, any information on our Platform, whether provided by Bumped Inc., Bumped Financial, Apex, or by a third-party company, is not to be interpreted or received as a recommendation from us regarding general market conditions, a particular security, transaction, or investment strategy.

Further, you recognize that your securities rewards earned or received through the Program are a financial asset subject to several types of risks. By holding or investing in securities such as individual stocks, exchange traded funds or other securities, your portfolio value might rise or fall in value based on: overall market conditions (market risk), corporate decisions of companies whose securities you hold or of their competitors (business risks), events within particular countries (political or currency risks), the percentage of each security within the overall account (concentration risk), the activity and breadth of the trading markets of certain securities (liquidity or trading risks), and so on.



Finally, you agree, understand, and represent that your stated investment objectives for your account allows for “Growth” and/or “Speculation.” “Growth” is defined as investing in securities with strong earnings and/or revenue growth or potential. “Speculation” is defined as taking larger risks with the hopes of higher than-average gain. **You understand and agree that the Bumped Financial Program does not allow for either Capital Preservation or Income as an investment objective.**

8. Account Types. All accounts are “cash” accounts, which means that all purchases, if and when allowed, must be paid for in advance with settled funds. Bumped Financial does not provide credit or “margin” lending to you. Further Bumped Financial does not provide for the establishment of any form of retirement account or account where a fiduciary relationship is required.

9. Cancellation of Orders. Orders may only be cancelled prior to initiation of order processing.

10. Your Securities Holdings and Transaction History. You can access information about your account, including the securities in your account and the status and history of your transactions by logging into your Bumped Financial account. We maintain records of securities purchased by you or on your behalf in electronic book-entry form. Holdings are likely to include fractional or partial shares (reflected by decimal points out to five positions). Depending on the terms of a particular Program, you may only be able to vote your whole shares and not fractional shares, and you may not be eligible to attend shareholder meetings in person if you hold less than one full share. In addition, if you transfer your account to another U.S. financial institution, you may not be able to transfer the fractional shares. Upon transfer of your account, Bumped Financial will liquidate those fractional shares and transfer the proceeds to your Bumped Financial account. In addition, physical certificates are not available through Bumped Financial. See section 19 (Transfer of Accounts) for more information.

11. Payment and Funding Sources. You represent to Bumped Financial that you



are the owner, holder, and authorized user of each of the qualified payment methods provided by you on the Platform through which you engage in qualified purchases with merchants under the Program, and bank accounts (the “**funding source**”) provided by you through the Platform, and you authorize Bumped Financial to charge your designated funding source as payment for all transactions for which they are eligible.

12. Deposits and Withdrawals. Cash can be transferred to and, in the event that Bumped Financial enables customer market purchases pursuant to the Program, from a bank account at a U.S. financial institution. Bumped Financial reserves the right to limit participation in the Program without notice. A different limit may be set for a particular Program as communicated through additional agreements as required, and these limits may be modified without a change in this agreement.

You will not receive interest or dividends from any cash balance.

13. Availability of Funds after Deposit. Funds that are received into your Bumped Financial account are immediately available for purchases, if and when purchases are allowed, but may not be available for withdrawal for up to 10 business days. Bumped Financial or Apex, may impose longer holding periods or restrictions so that funds may not be made available for new purchases or withdrawal.

14. Insufficient Funds. Bumped Financial reserves the right to cancel or cover any transaction that is subject to a rejection or reclamation of an electronic funds transfer from your bank account or other approved payment source. In addition, we may close your account and/or not allow you to make additional purchases or receive securities rewards. See section 25 (Security Interest and Right of Offset) regarding our ability to sell shares in your account to cover liabilities, such as may arise if we are informed that there are insufficient funds after securities have been purchased with the anticipated funds.

15. Dividends. Bumped Financial supports dividend payments that are greater



than \$0.01 per share. If the pro-rated amount of dividend per fractional share held is less than \$0.01, you may not receive that dividend. Cash dividends, if any, paid on securities will be reinvested automatically in additional (fractional) shares by Bumped Financial as possible. Cash dividends not reinvested will be paid to the account as possible. Any dividends paid on securities in your account will be paid in the form of securities (“in kind”). You authorize Bumped Financial and/or Apex Clearing to conduct automatic reinvestments on your behalf after each receipt in your Bumped Financial Account of a dividend on Shares you own through the Program.

16. Returns. Bumped Financial, at the direction of Parent, may reverse your securities rewards or sell your securities holdings without notice in order to make adjustments for returns and cancellations with respect to shares (or partial shares) earned through the Program as a result of qualified purchases. In the event that you transfer or withdraw a share or partial share that was accrued pursuant to a qualified purchase and that qualified purchase is subsequently reversed (a “**Reversed Share Amount**”), Parent reserves the right to offset the future accrual of those same shares in an amount equal to the Reversed Share Amount. Parent reserves the right to direct Bumped Financial to terminate your account if Parent believes, in its sole discretion, that you are abusing or have abused the Program, including, without limitation, by engaging in fraudulent activities, by engaging in manufactured qualified purchases or in a pattern of returning products, and/or reversing qualified purchases after the accumulation of securities rewards pursuant to the terms of the Program.

17. Consent to Electronic Delivery and Communication.

You consent to the receipt of all reports, transaction related documentation, account statements, correspondence and other information from us electronically (collectively, “electronic communications”) through either (a) the Platform, (b) the Bumped website, www.bumped.com (“Bumped Website”) or (c) the email address provided by you to us. In order to access and retain



electronic disclosures from Bumped, you confirm that you have (i) a mobile phone running [---], (ii) a personal computer with a browser that supports [---] requirements, (iii) internet access and a valid email account supported by software to enable you to receive email messages, (iv) Adobe Reader installed on your computer, and (v) sufficient electronic storage capacity to store disclosures or a printer capable of printing from your web browser and email software to print disclosures. You may update your email address at any time by logging into your account and updating your profile accordingly. Bumped will not be responsible for your inability to connect to the internet or to access the Platform or otherwise not to receive electronic communications. Electronic communications are presumed to be delivered to and received by you when sent by us, whether actually received or not. You acknowledge that you have access to hardware and software meeting the system requirements set forth above to receive from us correspondence and records in electronic form and consent to check the Bumped Website regularly for electronic communications. With your consent, certain electronic communications may also be made by text messages; however, email and messages through the mobile application will be our primary methods of contact. You agree that when you vote your shares in balloting by a company (generally referred to as the “proxy” process) or request to attend a shareholder meeting in person, your vote or request will be done electronically and facilitated on your behalf by Bumped Financial (where Bumped Financial has the authority to do so). If you decide to withdraw your consent to electronic delivery and communication, you will be deemed to have terminated your account.

If your email address becomes invalid such that electronic communications sent to you by Bumped Financial are returned, Bumped Financial may deem your account to be inactive, and you will not be able to transact in your account or receive securities rewards until we receive a valid, functioning primary email address.

This consent also applies to all tax-reporting forms supplied to you, including any applicable federal tax reporting forms, such as 1099-DIVs (for dividends)



and 1099-Bs (for proceeds from the sale of shares), for the current tax year and all future tax years. You may withdraw your consent to receive electronic communications including receiving tax-reporting documents electronically by sending a letter to Bumped Financial, PO Box 8221, Portland, OR 97207. You must include your name, email address on record for your account, and the last four digits of your social security number with your request.

18. Confirmations and Statements. You will receive trade confirmations and statements generated by Apex and will be able to access them on the Platform. If you find an error or discrepancy relating to your brokerage activity, you must notify Bumped Financial promptly after the confirmation or statement is made available to you. You may email us at support@bumped.com or call us at (503) 765-7005. Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act (or SIPA). For discrepancies related to electronic fund transfers, please contact your financial institution. You agree that Bumped Financial will not be liable to you for any losses arising in connection with your delay in properly reporting an error, including but not limited to, losses resulting from market fluctuations.

19. Transfer of Accounts. If you decide to transfer your account to another financial institution, you may only do so by providing written instructions to your other financial institution. A transfer may only be made to an account in your name with a U.S. financial institution. If you hold both full and fractional shares, you may only transfer the shares that the other financial institution is willing to accept. In the event that the other financial institution is unwilling to accept any shares, whole or fractional, Bumped Financial will sell the shares that will not be accepted and place the proceeds in your Bumped Financial account. You understand that you may not transfer your holdings in an individual security separately but only your entire account (even if it only includes one security), and once you have done so your Bumped Financial account will be closed.



20. Your Responsibility for Use of the Bumped Platform. You will be solely responsible for all orders and instructions transmitted using the Platform, or the use of any information or services obtained or used through the Platform, using your username and password. Any orders or instructions communicated through these means will be considered to have been sent and authorized by you. You agree immediately to notify Bumped Financial if you:

- Become aware of any loss or theft of your username, password, or any other security codes.
- Become aware of any unauthorized use of your username, password, or any other security codes of the Bumped platform or any information, products, or services available through the Bumped platform.
- Fail to receive messages that an order initiated by you has been received and executed.
- Receive notification of an order you did not place, or any similarly inaccurate information.
- Change your email address, residential address, or any other information that you have provided on our sites.
- You become subject to back up withholding by the Internal Revenue Service or any other taxing agency.
- You no longer fit the eligibility requirements of section 1 (Eligibility to Open and Maintain an Account/Participate in Offerings).

21. Product & Service Notifications. By entering into this agreement, you agree to the receipt of email notices from us regarding services and products, including, without limitation, regular notifications of updates to Program changes, updates, eligible merchants and securities rewards. Note that notifications are intended to convey information to you but will never be a recommendation to purchase a particular security. You will be able to terminate these email notices by “unsubscribing” from them. Please note that your “unsubscribing” does not impact our sending of notices required for the functioning of your account, including without limitation those required by regulation.



22. Securities Investor Protection Corporation (“SIPC”). You understand that both Bumped Financial and Apex are members of SIPC. SIPC currently protects SIPC-eligible assets (including cash, stocks, exchange traded funds, mutual funds, and money market funds) in each of your accounts when aggregated with all other accounts held by you in the same title and capacity up to a maximum of \$500,000, of which \$250,000 (subject to inflation adjustments within the determination of SIPC) may be in cash excluding money market fund investments. SIPC does not protect you against losses from changes in the market values of your investments. You may obtain information about SIPC, including receipt of the SIPC brochure, by going to www.sipc.org or calling SIPC at 202-371-8300. You also understand that, in addition to SIPC coverage, Apex has purchased an additional insurance policy through a group of London Underwriters (with Lloyd's of London Syndicates as the Lead Underwriter) to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted.

23. Modifications to the Bumped Service/Account Closing. Bumped may, in its sole discretion, modify, update, or enhance the Bumped services from time to time, but has no duty to do so. Bumped may also discontinue any available service to any person at any time without prior notice and may, in its sole discretion, remove particular Programs supported by the Platform. In addition to Parent’s right to direct Bumped Financial to terminate your account consistent with the terms of section 16, Bumped Financial may close your account for any reason including, but not limited to, if we believe you are using the account in a manner that does not appear to be consistent with normal investment practices or the goals of the Loyalty Program. In addition, depending upon the size, activity, or changes in the information in your account, Bumped Financial may ask for additional information or documentation as a condition of maintaining an account.

Bumped Financial may change the terms of this Customer Agreement by giving you notice of the new terms and in certain cases subject to regulatory



notice periods. You agree that your continued use of the Parent or Bumped Financial services after the notice (or such longer time as the Parent or Bumped Financial may specify in the notice) means that you accept the changes. Any changes that are required by law or regulation will be immediately effective. You or Bumped Financial may close your account at any time.

24. Securities Quotes. Bumped Financial currently does not provide “real time” quotes on the Platform. In the Bumped mobile application, we may provide you information regarding the value of your share positions based on the share price at the close of the previous market day or based upon a recent delayed price; the data is for informational purposes only and does not reflect the price you may receive if you buy or sell your shares. You also acknowledge that the quotes, and information provided based on quotes, are obtained from sources that Bumped Financial believes to be reliable but that Bumped Financial does not guarantee the accuracy and completeness of those quotes or information. In addition, you represent that you will use the quotes solely for your own personal use related to your Bumped Financial account or activity and not for professional use. You waive any claim that you might have against Bumped Financial, its Parent or the quote provider related to the quotes or the quote-based information on the Bumped Financial platform.

25. Right of Offset. You agree to satisfy any indebtedness to Bumped Financial and pay any debit balances in your account on demand. If payment is not made, Bumped Financial may liquidate share positions, without prior notice, to pay for any liability owed by you as the customer. Bumped Financial will not be liable for any losses that arise out of or related to any such transactions, including tax consequences you may face as a result of such actions. In the event Bumped Financial liquidates assets to satisfy a debt, Bumped Financial reserves the right to restrict or close your account, and to seek payment of any residual indebtedness through any legal means possible, including but not limited to, reporting such debt to credit or collection



agencies.

26. Risks and Use of the Internet. Use of the Internet or other form of electronic messaging through mobile applications is solely at your own risk and subject to all applicable laws and regulations. While Bumped has endeavored to make the Bumped services secure and reliable for use, Bumped is not responsible for the security of information transmitted via the Internet or other form of electronic messaging. Bumped will not be liable for any loss resulting from a cause over which it does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnectivity problems, interruption of communications or data processing services, unauthorized access, theft, operator errors, news or analysts' reports, exchange or market rulings, market volatility or disruptions in orderly trading on any exchange or market, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars or governmental restrictions. Bumped Financial and the participating merchants in the Program will not be liable for lost profits, trading losses, or other damages resulting from the delay or loss of use of any services in connection with the Bumped Financial services. Since our Platform is electronic, your ability to transact in and view your account, which may only be done on our sites, may be limited not only by your Internet access and by events beyond our control, but also by our planned (typically in the middle of the night) and unplanned maintenance and downtimes.

27. Security and Confidentiality of the Platform. In addition to information accessible by a company, use of the Bumped services is restricted to authorized persons. Bumped reserves the right to view, monitor, and record activity on our sites without notice to or permission from you. You authorize Bumped to use vendors to verify your identity or information provided by you. Any information obtained by monitoring, reviewing, or recording activity on the platform is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity as well as by any regulatory agency or self-regulatory body with supervisory authority over



Bumped Financial or the merchants. Bumped Financial will also comply with all U.S. federal or state court orders involving requests for such information.

28. Your Personal Information/Information to the Issuer. Use of your personal information is controlled by Bumped's Privacy Policy & Security Practices (available on Bumped's website), which is governed by law and regulation, and may change from time to time. You will receive notification of any revision to our privacy policies. In addition to information sharing with companies to the extent described by the privacy policy, Apex is required to disclose to a merchant in which you have an investment, the name, address, and shareholdings of each customer who is a beneficial owner of that issuer's securities unless you object. This is done to comply with federal law, specifically Rule 14b-1(c) under the Securities Exchange Act of 1934. Apex will make such disclosure to companies unless you object to our doing so by emailing support@bumped.com or by calling 503-765-7005 and specifically referencing "Shareholder Information". Bumped may also share your name and other unique identifiers with merchants as necessary to confirm your eligibility to receive securities rewards. This information may include your receipt of a securities reward and information necessary for the company to submit tax reports on certain IRS forms, such as Forms 1099-MISC or otherwise.

29. Intellectual Property Rights. Copyright of the contents of all materials, information, products, services, HTML code, and software available on or through the Platform, including documentation, are owned by Bumped or the merchants and their affiliates, suppliers, and licensors.

30. Your Responsibility for Your Computers, Data, and Third-Party Tools. You agree that Bumped is not responsible or liable for any harm resulting from corrupted, distorted, or erroneous data resulting from data transfer with third parties or third-party products or services, and that we will not be responsible or liable if you mishandle, alter, or improperly use or store the Bumped services or any information, data, product, or service associated with



the Bumped services. Further, you agree that you are solely responsible for the security and maintenance of your computer systems, software, and data, including but not limited to installing firewalls and taking similar protective measures to prevent unauthorized access to your computer systems, software, and data or infiltration or corruption of your computer systems, software, and data.

31. Authority and Reliance on Your Instructions. You represent that (a) you are of legal age in the state or jurisdiction in which you reside; (b) you have full power and authority to enter into and perform your obligations under this agreement; (c) this Customer Agreement has been duly authorized, executed, and delivered by you; and (d) all information provided by you in connection with the Bumped services or a Program is true and correct, and Bumped may rely on the truthfulness and correctness of that information until you have updated your profile in the manner required by this Customer Agreement and permitted by the Platform. Any merchant whose stock may be rewarded or purchased through use of the Platform may rely on the representations, warranties, and agreements given by you in this agreement and otherwise to Bumped as if it were a party to this agreement.

32. Application Programming Interfaces (APIs). Bumped and Apex may work with third-party software or services through the use of Application Programming Interfaces (APIs). While Bumped and its suppliers will try to transfer data efficiently using such APIs, due to anomalies inherent in interaction with third-party systems, Bumped cannot be held responsible for the interoperability, compatibility, efficiency, or reliability of such APIs.

33. Recording of Communications. Bumped reserves the right to record all telephone calls, chat, emails, and other communications to Bumped to help us with the quality of our service, to satisfy regulatory requirements and for any other reasons that we deem appropriate to protect our customers or Bumped.

34. Law and Regulation. Bumped Financial or Apex may place restrictions on



your account or disbursements due to legal requirements, court orders binding on Bumped Financial or Apex, tax levies or garnishments, or demands or requests by governmental, regulatory, or law enforcement agencies. You agree that Bumped Financial may be required to liquidate, close out, disburse, or “freeze” any securities or funds in your account to comply with any court order, garnishment, or other obligation of Bumped Financial.

35. Term. This agreement will take effect at the time you click “I Agree.” Bumped Financial may terminate this agreement at any time and for any reason by written or electronic notice to you.

36. Unclaimed Property & Escheatment. Each state has its own escheatment law which requires companies to turn over to the state property of its residents that the state deems to be unclaimed or abandoned. If your Bumped Financial account has not had any activity, as defined by your state of residence according to our records, for a certain period of time, Bumped Financial may be required to remit the balance in your account to the state of your last known address.

37. Assignment. You may not assign your rights or obligations under this agreement, and any purported assignment in violation of this provision will be void. Subject to applicable regulatory requirements, Bumped Financial may assign its rights and obligations under this agreement to any subsidiary or affiliate or to any successor by merger or consolidation after 30 days’ written notice to you.

38. Trading Restrictions. You agree and understand that Bumped Financial may prohibit, or restrict the trading of certain securities in your account, including but not limited to mutual funds, debt securities, options, cryptocurrencies, and penny stocks.

Further, you agree that Bumped Financial, Apex, and any of their affiliates may suspend the provisions of services to you or delay, limit, restrict, or refuse any transactions for you at any time for any length of time without



prior notice to you if either Bumped Financial, Apex, or any of their affiliates believes in good faith that such suspension or delay is necessary or appropriate: (i) to ensure compliance with, or avoid, violating any law or regulation applicable to Bumped Financial, Apex, or a transaction relating to the Program; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over Bumped Financial, Apex, or a transaction relating to the Program; (iii) to avoid a loss to Bumped Financial or Apex; (iv) to remediate or otherwise to address problems with technology; (v) due to interruptions in the access to or operation of any technology that Bumped Financial or Apex directly or indirectly use in connection with the Program; or (vi) to prevent a breach or violation of any term, condition, or other provision of any of the Agreements.

39. Tax Reporting; Tax Consequences of Rewards. When you sell shares in your account, Apex will report your proceeds and cost basis to the IRS as required. You understand that Bumped does not provide tax or legal advice. Further, you understand that certain types of payment card rewards and dividends may have tax implications and that all tax liabilities are your responsibility. Before accepting a securities reward, or selling any securities, you are urged to consult your own tax advisor with respect to the tax consequences of your participation in the Program. Participation in the Loyalty Program may increase the complexity of your tax filing and may cause you to be ineligible to file Internal Revenue Service Form 1040-EZ, if you would otherwise be eligible to file such form.

40. Indemnity. You agree to defend and indemnify all Bumped Persons, and hold them harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from any breach by you of this agreement.

41. DISCLAIMER OF WARRANTY. THE BUMPED SERVICE AND THE INFORMATION AND SERVICES AND THE SITES AND APPLICATIONS AVAILABLE



AT OR THROUGH IT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) ANY WARRANTIES CONCERNING AVAILABILITY, ACCURACY OR CONTENT; AND (B) ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY BUMPED, ITS EMPLOYEES OR AGENTS, OR ANY COMPANY WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. ACCORDINGLY, YOU ASSUME THE ENTIRE RISK AS TO THE ACCURACY, TIMELINESS, COMPLETENESS AND CORRECT SEQUENCING OF ALL INFORMATION AVAILABLE ON OR THROUGH THE BUMPED SERVICES. SHOULD ANY INFORMATION, PRODUCTS, SERVICES, OR INFORMATION AVAILABLE ON OR THROUGH THE BUMPED SERVICES (OR AVAILABLE THROUGH HYPERLINK) PROVE DEFECTIVE, BUMPED SHALL HAVE NO RESPONSIBILITY FOR PURPOSES OF THIS SECTION, BUMPED SHALL INCLUDE BUMPED, ANY PERSON CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL OF BUMPED OR BUMPED FINANCIAL, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, PROPRIETORS, VENDORS, SHAREHOLDERS, MEMBERS AND PARTNERS, JOINT-VENTURERS, ATTORNEYS, PREDECESSORS, SUCCESSORS, AND ASSIGNS (each a “**BUMPED PERSON**”).

42. Arbitration.

This Customer Agreement contains a pre-dispute arbitration clause, which applies to the Program and the services provided by Bumped Financial. By signing an arbitration agreement the parties agree as follows:

- **All parties to this agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- **Arbitration awards are generally final and binding; a party's ability**



to have a court reverse or modify the findings of arbitration is very limited.

- **The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.**
- **The arbitrators do not have to explain their 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.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- **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.**
- **The rules of the arbitration forum in which the claim is filed, and any amendments thereto shall be incorporated into this agreement.**

You agree to resolve by binding arbitration any controversy that may arise between Bumped Financial and/or its affiliates and you relating in any way to your relationship with Bumped Financial, any account held with Bumped Financial or Apex, or any service provided by Bumped Financial to you. This arbitration agreement includes any controversy involving transactions of any kind made on your behalf by or through Bumped, Bumped Financial or its affiliates, or the performance, construction or breach of this agreement or any other written agreement between Bumped, Bumped Financial or its affiliates and you. Such arbitration will be conducted in accordance with the rules then in effect of Financial Industry Regulatory Authority, Inc. (“FINRA”) unless the rules of another self-regulatory organization to which Bumped Financial is subject mandate arbitration before that organization, in which case the arbitration will be conducted in accordance with the rules then in



effect of that organization. Any dispute or claim involving a dollar amount in excess of \$50,000 will be before a panel of at least three arbitrators. You make this arbitration agreement on behalf of yourself and your heirs, administrators, representatives, executors, successors, assigns and together with all other persons claiming a legal or beneficial interest in your account.

Any award of the arbitrator or a majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, attorneys' fees, or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.

No person will bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- 1. the class certification is denied;**
- 2. the class is decertified; or**
- 3. the customer is excluded from the class by the court.**

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

If you do not reside in the United States at the time a controversy arises between Bumped Financial and you, you agree to the provisions described above and the following additional provisions:

You agree that any arbitration hearing will be held in Portland, Oregon unless



otherwise agreed between Bumped Financial and you or unless FINRA (or other self-regulatory organization administering the arbitration) designates another hearing location;

You agree to the personal jurisdiction of the courts of the State of Oregon, U.S.A, to interpret and enforce these arbitration provisions described in the agreement; and All arbitrations will be held in the English language, unless otherwise agreed to by the parties.

43. Contact Bumped Financial. You may contact Bumped Financial by using the email/contact button at www.bumped.com or when logged into your account (or emailing support@bumped.com); by telephone at 503-765-7005; or by mail to Bumped Financial Support Services, PO Box 8221, Portland, OR 97207. No transaction orders will be taken through these customer service channels of communication.

44. Customer Service and Complaints. To help you with your account or questions you have, you may communicate with Bumped Financial's Customer Service Representatives through email or telephone at 503-765-7005. As mentioned above, to protect your information, you should not include any personal account information via email. You can also write to Bumped Financial Support Services, PO Box 8221, Portland, OR 97207. Although we try to provide answers to broad questions on our social media sites, we request that you do not put any account-specific information on any social media inquiry, and direct communication with our Customer Service Representatives is the appropriate means to obtain account-specific information or to communicate any complaints.

45. Investment Risks. As with all equity securities, the securities rewarded through the Program may gain or lose value and there is a risk that they could lose all of their value. Bumped Financial is not liable for loss due to market fluctuations. The participating merchants may change or terminate their participation in the Program or awards provided under the Program, at any time. Although you will not be able to receive rewards or purchase new



shares if a given merchant's participation in the Program is terminated, you will be able to retain the shares of that merchant's securities you have received or purchased in your Bumped Financial account and be able to sell such shares as described below.

46. Apex Clearing Financial Condition. A copy of Apex Clearing's Statement of Financial Condition is available on the Apex Clearing website, apexclearing.com.

47. Miscellaneous. This agreement has been made in and will be construed and enforced in accordance with Oregon law as applied to agreements made between Oregon persons and completely performed in Oregon. Sections 17 (Consent to Electronic Delivery and Communication), 28 (Your Personal Information/Information to the Issuer), 29 (Intellectual Property Rights), 34 (Law and Regulation), 36 (Unclaimed Property & Escheatment), 37 (Company Prospectus and Company Statements), 40 (Indemnity), 41 (DISCLAIMER OF WARRANTY), 42 (Arbitration), 47 (Miscellaneous) and 48 (Tax Certification) of this agreement will survive the termination of this agreement. Failure to insist on strict performance of any term of this agreement will not operate as a waiver of any subsequent default or failure of performance, and any waiver of any term of this agreement will not be taken or held to be a waiver of the term itself. No waiver of any term of this agreement will be valid unless in writing and acknowledged in writing or electronically by both parties. If a court or arbitrator(s) of competent jurisdiction adjudges any portion of this agreement invalid or unenforceable, the remaining portions will remain valid, enforceable and carried into effect.

This agreement constitutes the entire agreement between you and **Bumped, Bumped Financial or its affiliates** with respect to the **Bumped, Bumped Financial or its affiliates** services. Headings in this agreement are for convenience only and do not impact the meaning of its provisions. A printed version of this agreement and of any notice given in electronic form will be admissible in arbitration, judicial, or administrative proceedings based on or



relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

48. Tax Certification. By clicking “I agree”, you make the following tax certification: “Under penalties of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person, and (4) I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.” If you have been notified by the IRS that you are currently subject to backup withholding, you may not open a Bumped Financial account.

APEX CUSTOMER ACCOUNT AGREEMENT

This Customer Account Agreement (the “Agreement”) sets forth the respective rights and obligations of Apex Clearing Corporation (“you” or “your” or “Apex”) and the Customer’s (as defined below) brokerage firm (the “Introducing Broker”), and the customer(s) identified on the New Account Application (the “Customer”) in connection with the Customer’s brokerage account with the Introducing Broker (“the Account”). The Customer hereby agrees as follows with respect to the Account, which the Customer has established with the Introducing Broker for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds, which transactions are cleared through you. To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In order to open an account, the Customer will provide information that will allow you to identify the Customer including, but not limited to, the Customer’s name, address, date of birth, and the Customer’s driver’s license or other identifying documents.

1. Applicable Rules and Regulations. All transactions for the Account shall be subject to the constitution, rules, regulations, customs and usages of the

exchange or market and its clearing house, if any, upon which such transactions are executed, except as otherwise specifically provided in this Agreement.

2. Definitions. "Obligations" means all indebtedness, debit balances, liabilities or other obligations of any kind of the Customer to you, whether now existing or hereafter arising. "Securities and other property" shall include, but shall not be limited to, money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery.

2A. Investment Objective Definitions. "**Capital Preservation**" - a conservative investment strategy characterized by a desire to avoid risk of loss; "**Income**" - strategy focused on current income rather than capital appreciation; "**Growth**" - investing in stocks with strong earnings and/or revenue growth or potential; "**Speculation**" - taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business and interest rate.

3. Breach; Security Interest. Whenever in your discretion you consider it necessary for your protection, or for the protection of the Customer's Introducing Broker or in the event of, but not limited to; (i) any breach by the Customer of this or any other agreement with you or (ii) the Customer's failure to pay for securities and other property purchased or to deliver securities and other property sold, you may sell any or all securities and other property held in any of the Customer's accounts (either individually or jointly with others), cancel or complete any open orders for the purchase or sale of any securities and other property, and/or borrow or buy-in any securities and other property required to make delivery against any sale, including a short sale, effected for the Customer, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by the Customer, and/or you may require the Customer to deposit cash or adequate collateral to the Customer's account prior to any settlement date in order to assure the performance or payment of any open contractual commitments and/or unsettled transactions. You have the right to refuse to execute securities transactions for the Customer at any time and for any reason. Any and all securities and other property belonging to the Customer or in which the Customer may have an interest held by you or carried in any of the Customer's accounts with you (either individually or jointly with others) shall be subject to a first and prior security interest and lien for the discharge of the Customer's obligations to



you, wherever or however arising and without regard to whether or not you have made advances with respect to such securities and other property, and you are hereby authorized to sell and/or purchase any and all securities and other property in any of the Customer's accounts, and/or to transfer any such securities and other property among any of the Customer's accounts to the fullest extent of the law and without notice where allowed. The losses, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by you in the (i) collection of a debit balance and/or any unpaid deficiency in the accounts of the Customer with you or (ii) defense of any matter arising out of the Customer's securities transactions, shall be payable to you by the Customer. The Customer understands that because of circumstances beyond broker-dealers control, its customers' voting rights may be impaired. For example, if the stock of a company that another customer has purchased has not yet been received from the seller(s), then other customers' abilities to vote that company's stock could be impaired until those shares are received. In addition, if the stock of a company that the Customer has purchased has not yet been received from the seller(s), then payments received by the Customer from the Introducing Broker, in lieu of the dividends on that stock not yet received, may receive tax treatment less favorable than that accorded to dividends.

4. Cancellation. You are authorized, in your discretion, should you for any reason whatsoever deem it necessary for your protection, without notice, to cancel any outstanding order, to close out the accounts of the Customer, in whole or in part, or to close out any commitment made on behalf of the Customer.

5. Payment of Indebtedness Upon Demand. The Customer shall at all times be liable for the payment upon demand of any obligations owing from the Customer to you, and the Customer shall be liable to you for any deficiency remaining in any such accounts in the event of the liquidation thereof (as contemplated in Paragraph 3 of this Agreement or otherwise), in whole or in part, by you or by the Customer; and the Customer shall make payment of such obligations upon demand.

6. Accounts Carried as Clearing Broker. The Customer understands that you are carrying the accounts of the Customer as clearing broker by arrangement with the Customer's Introducing Broker through whose courtesy the account of the Customer has been introduced to you. Until receipt from the Customer of written notice to the contrary, you may accept from and rely upon the Customer's Introducing Broker for (a) orders for the purchase or sale in said



account of securities and other property, and (b) any other instructions concerning the Customer's accounts. The Customer represents that the Customer understands that you act only to clear trades introduced by the Customer's Introducing Broker and to effect other back office functions for the Customer's introducing broker. The Customer confirms to you that the Customer is relying for any advice concerning the Customer's accounts solely on the Customer's Introducing Broker. The Customer understands that all representatives, employees and other agents with whom the Customer communicates concerning the Customer's account are agents of the Introducing Broker, and not your representatives, employees or other agents and the Customer will in no way hold you liable for any trading losses that the Customer may incur. The Customer understands that you are not a principal of or partner with, and do not control in any way, the Introducing Broker or its representatives, employees or other agents. The Customer understands that you will not review the Customer's accounts and will have no responsibility for trades made in the Customer's accounts. You shall not be responsible or liable for any acts or omissions of the Introducing Broker or its representatives, employees or other agents. Notwithstanding the foregoing, in the event that the Customer initiates a claim against you in your capacity as clearing broker and does not prevail, the Customer shall be responsible for the costs and expenses associated with your defense of such claim. The Customer understands you shall be entitled to exercise and enforce directly against the Customer all rights granted to the Introducing Broker.

6A. Accounts Carried as Custodian. In some cases the Customer's account is being carried by arrangement with the Customer's Investment Advisor or Investment Manager, who uses you as their Broker-Dealer custodian. The Customer acknowledges that your role as custodian is to hold or custody account assets, distribute or collect funds on behalf of the Customer's account, execute and clear trades under instruction of the Customer's Investment Advisor or Investment Manager, generate account statements and provide other custodial services as may be mandated by various regulatory standards and requirements. The Customer understands that in the capacity as custodian, you will not offer investment advice, review the Customer's accounts, and will have no responsibility for trades made in the Customer's accounts. Additionally, in your capacity as custodian, you will not verify the accuracy of management fees that the Customer pays to Investment Advisors or Investment Managers pursuant to the terms of the Investment Management Agreement executed between the Customer and the Investment Advisor or Investment Manager. Notwithstanding the foregoing, in the event that the Customer initiates a claim against you in your capacity as custodial broker and does not prevail, the Customer shall be responsible for the costs



and expenses associated with your defense of such claim.

7. Communications. You may send communications to the Customer at the Customer's address on the New Account Application or at such other address as the Customer may hereafter give you in writing, and all communications so sent, whether by mail, telegraph, or otherwise, shall be deemed given to the Customer personally, whether actually received or not. Reports of execution of orders and statements of accounts of the Customer shall be conclusive if not objected to in writing to you, the former within five (5) days and the latter within ten (10) days, after forwarding by you by mail or otherwise. In consideration of your sending any mail to me in care of a Post Office Box Address or a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally.

8. ARBITRATION AGREEMENT. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

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

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

THE FOLLOWING ARBITRATION AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES ABOVE. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE CUSTOMER AND YOU, OR THE INTRODUCING BROKER, OR THE AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS OR CONTROL PERSONS OF YOU OR THE INTRODUCING BROKER, ARISING OUT OF, IN CONNECTION WITH, FROM OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR ANY RELATED AGREEMENTS, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF YOUR BUSINESS, THE INTRODUCING BROKER'S BUSINESS OR THE CUSTOMER'S ACCOUNTS, SHALL BE CONDUCTED PURSUANT TO THE CODE OF ARBITRATION PROCEDURE OF THE **FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA")**. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY.

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; or (ii) the class is de-certified; 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.

9. Representations. The Customer represents that the Customer is of majority age. The Customer represents either that the Customer is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or member corporation registered on any exchange or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business dealing either as broker or as principal in securities, bills of



exchange, acceptances or other forms of commercial paper, or alternatively, that the Customer has obtained and will provide to you additional documentation which may include information required under FINRA Rule 407 from its employer authorizing the Customer to open and maintain an account with you.

If the Customer is a corporation, partnership, trust or other entity, the Customer represents that its governing instruments permit this Agreement, that this Agreement has been authorized by all applicable persons and that the signatory on the New Account Application is authorized to bind the Customer. The Customer represents that the Customer shall comply with all applicable laws, rules and regulations in connection with the Customer's account. The Customer further represents that no one except the Customer has an interest in the account or accounts of the Customer with you.

10. Joint Accounts. If the New Account Application indicates that the Account shall consist of more than one person, the Customer's obligations under this Agreement shall be joint and several. References to the "Customer" shall include each of the customers identified on the New Account Application. You may rely on transfer or other instructions from any one of the Customers in a joint account, and such instructions shall be binding on each of the Customers. You may deliver securities or other property to, and send confirmations; notices, statements and communications of every kind, to any one of the Customers, and such action shall be binding on each of the Customers. Notwithstanding the foregoing, you are authorized in your discretion to require joint action by the joint tenants with respect to any matter concerning the joint account, including but not limited to the giving or cancellation of orders and the withdrawal of money or securities. In the case of Tenants by the Entirety accounts, joint action will be required for all matters concerning the joint account. Tenants by Entirety is not recognized in certain jurisdictions, and, where not expressly allowed, will not be a permitted designation of the account.

11. Other Agreements. If the Customer trades any options, the Customer agrees to be bound by the terms of your Customer Option Agreement. The Customer understands that copies of these agreements are available from you and, to the extent applicable, are incorporated by reference herein. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between you and the Customer.

12. Data Not Guaranteed. The Customer expressly agrees that any data or online reports is provided to the Customer without warranties of any kind,

express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or non-infringement. The Customer acknowledges that the information contained in any reports provided by you is obtained from sources believed to be reliable but is not guaranteed as to its accuracy or completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall you or any of your affiliates be liable to the Customer or any third party for the accuracy, timeliness, or completeness of any information made available to the Customer or for any decision made or taken by the Customer in reliance upon such information. In no event shall you or your affiliated entities be liable for any special incidental, indirect or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by you or with the delay or inability to use such reports.

13. Payment for Order Flow Disclosure. Depending on the security traded and absent specific direction from the Customer, equity and option orders are routed to market centers (i.e., broker-dealers, primary exchanges or electronic communication networks) for execution. Routing decisions are based on a number of factors including the size of the order, the opportunity for price improvement and the quality of order executions, and decisions are regularly reviewed to ensure the duty of best execution is met. You or the Introducing Broker may receive compensation or other consideration for the placing of orders with market centers for execution. The amount of the compensation depends on the agreement reached with each venue. The source and nature of compensation relating to the Customer's transactions will be furnished upon written request.

14. Credit Check. You are authorized, in your discretion, should you for any reason deem it necessary for your protection to request and obtain a consumer credit report for the Customer.

15. Miscellaneous. If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect any other provision of this Agreement. The headings of each section of this Agreement are descriptive only and do not modify or qualify any provision of this Agreement. This Agreement and its enforcement shall be governed by the laws of the state of Texas and shall cover individually and collectively all accounts which the Customer has previously opened, now has open or may open or reopen with you, or any introducing broker, and any and all previous, current and future transactions in such accounts. Except as provided in this Agreement, no provision of this



Agreement may be altered, modified or amended unless in writing signed by your authorized representative. This Agreement and all provisions shall inure to the benefit of you and your successors, whether by merger, consolidation or otherwise, your assigns, the Introducing Broker, and all other persons specified in Paragraph 8. You shall not be liable for losses caused directly or indirectly by any events beyond your reasonable control, including without limitation, government restrictions, exchange or market rulings, suspension of trading or unusually heavy trading in securities, a general change in economic, political or financial conditions, war or strikes. You may transfer the accounts of the Customer to your successors and assigns. This Agreement shall be binding upon the Customer and the heirs, executors, administrators, successors and assigns of the Customer. Failure to insist on strict compliance with this Agreement is not considered a waiver of your rights under this Agreement. At your discretion, you may terminate this Agreement at any time on notice to the Customer, the Customer will continue to be responsible for any obligation incurred by the Customer prior to termination. The Customer may not assign the Customer's rights or delegate the Customer's obligations under this Agreement, in whole or in part, without your prior consent.

16. Sweep Program. If the Customer elects to participate in one of your FDIC or money market sweep programs, the Customer acknowledges and agrees that: (a) the Customer has read and understands the sweep program terms and conditions and/or prospectuses available at <http://www.apexclearing.com/disclosures/> and is aware of the products available in such sweep programs; (b) you may make changes to your FDIC and/or money market sweep programs and products at any time, in your sole discretion and with or without notice to Customer; (c) the free credit balances in the Customer's Account may begin being included in the sweep program upon Account opening; and (d) you have no obligation to monitor the applicable sweep program elected for the Customer's Account or to make recommendations about, or changes to, the sweep program that might be beneficial to the Customer.

17. Tax Treaty Eligibility. This agreement shall serve as the Customer's certification that you are eligible to receive tax treaty benefits between the country or (of) residence indicated on the new account form and the country(ies) of origin holding jurisdiction over the instruments held within the customer's account.

18. Trusted Contact. Under FINRA Rule 4512 Apex Clearing Corporation is required to disclose to you (the customer) that Apex Clearing Corporation or an associated person of Apex Clearing Corporation is authorized to contact



Customer Agreement

Effective as of May 9, 2019

the trusted contact person and disclose information about the customer's account 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.