



Ally Invest Securities  
PO BOX 30248, Charlotte, NC 28230  
Phone 855.880.2559 Fax 866.699.0563  
Member FINRA/SIPC [www.ally.com/invest](http://www.ally.com/invest)

Please use this package to open an Ally Invest Coverdell account

Once your application has been accepted, you will receive an email in 3-5 business days with account and credential information. If anything else is required, we will email you at the address provided in your application.

The Ally Invest Customer Agreement contains the terms and conditions applicable to all Ally Invest accounts. Please read it carefully and retain it for your records.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

A US Social Security Number or Tax ID is always required to open an account. We cannot open an account for you if you reside outside of the United States.

What this means for you: 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 may also ask to see your driver's license or other identifying document.



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## Coverdell Account Application Checklist

### Cash Account:

1. Use this package to open a Coverdell Education securities account

### If you wish to trade Options:

1. All items included under "Cash Account"
2. Option Account Agreement and Application accessible at:  
<https://www.ally.com/content/dam/pdf/invest/option-account-agreement.pdf>  
printed, completed and signed by account owner

Once you complete the forms, you can return them by fax, mail or online using your existing investment account.

FAX  
866.699.0563

Mail  
Ally Invest Securities  
PO BOX 30248  
Charlotte, NC 28230

Online  
Log into an existing account,  
select Investments and choose  
Document Upload

#### Included in this package:

Ally Invest Customer Relationship Summary V1  
Coverdell Education Savings Account Application 052024  
Coverdell ESA Simplifier 042006  
Apex Coverdell ESA Custodial Account Agreement 122019  
Coverdell Account 5305-E 10/2016  
Ally Invest Securities LLC Customer Agreement V26  
Ally Invest Online Services Agreement V12  
Ally Invest Business Continuity Plan V9  
Apex Clearing Privacy Policy 102023  
Ally U.S. Consumer Privacy Notice 012024  
Ally California Opt-Out Form 012024

Ally Invest Securities Coverdell Account Application 052024

# Ally Invest Securities, LLC Form CRS Customer Relationship Summary



Is a Self-Directed Brokerage account right for you?

## Introduction

Ally Invest Securities LLC (“Ally Invest”, “AIS”, “we”, “our”, or “us”) is registered as a Broker-Dealer with the Securities and Exchange Commission (SEC) and as a member firm of the Financial Industry Regulatory Authority (FINRA) and Securities Investor Protection Corporation (SIPC). Brokerage and investment advisory services and fees differ and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at <https://www.investor.gov/CRS>, which also provides educational materials about broker-dealers, investment adviser, and investing.

## What investment services and advice can you provide me?

We offer a broad range of self-directed online non-discretionary brokerage services that provide retail investors the ability to invest in a wide array of investment products which include, but are not limited to, corporate equity securities, fixed income (corporate, agency, treasuries, strips & zeros, Certificate of Deposit (CD), and new issues), over-the-counter/bulletin board equities, exchange traded funds (“ETFs”), securities issued by the United States Government, securities issued by U.S. States and Municipalities, Mutual Funds, and Options (equity and index).

As an AIS retail investor, you have the opportunity to participate in AIS Securities Income Program, and the FDIC Sweep Services Program. Please click on the following links for more information on each program:

Securities Income Program: <https://www.ally.com/invest/self-directed-trading/securities-income-program>

FDIC Sweep: <https://www.ally.com/invest/disclosures/fdic-insured-sweep-program.html>

We provide research and market analysis tools paired with a library of informational articles to help you improve your understanding of strategies and financial markets. However, **we do not offer investment recommendations** to retail investors or accept discretionary authority over retail investor’s accounts. We do not monitor the performance of retail investors’ investments. As an AIS retail investor, you make the ultimate decision regarding the purchase or sale of an investment. For more information on our services, please visit: <https://www.ally.com/invest/self-directed-trading/>

**Conversation Starters:** For answers to the following questions, please see: <https://www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf>

- Given my financial situation, should I choose a brokerage service? Why or why not?
- How will you choose investments to recommend to me?
- What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?

## What fees will I pay?

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

AIS does not charge a transactional commission for trades in U.S. stocks and exchange traded funds (“ETFs”). However, we charge certain **transaction-based fees** for trades involving the following products:

\* Per Option Contract

\* Fixed Income Products

\* Mutual Funds

\* Per Option Index

\* Certificates of Deposit (CD’s)

\* Low Price securities under \$2/Share

Because trades for certain types of investments described above incur a **transaction-based fee**, you will be charged more when there are more of those trades in your accounts, and we may therefore have an incentive to encourage a retail investor to trade often. As noted above, **we do not provide recommendations or investment advice**. We also charge you fees for account transfers, broker-assisted trades, paper confirmations, IRA Closures, trades in stocks of non-U.S. companies, and for maintaining non-transferable securities in your account. For more detailed information about the fees you will pay, please visit our Website at: <https://www.ally.com/go/invest/commissions-and-fees/>

**Conversation Starter:** For answers to the following questions, please see: <https://www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf>

- Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

# Ally Invest Securities, LLC Form CRS Customer Relationship Summary



Is a Self-Directed Brokerage account right for you?

What are your legal obligations to me when providing recommendations?  
How else does your firm make money and what conflicts of interest do you have?

**We do not provide recommendations.** The way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the services we provide you. Here are some examples to help you understand what this means:

- **Revenue Sharing:** We maintain commercial relationships with certain investment companies, including BlackRock, WisdomTree, and GlobalX, from whom we make money. Ally Invest's relationships with certain fund families do not impact the availability to AIS customers of mutual funds issued by other fund families.
- **Third-Party Payments:** We also receive payment from certain market centers and our clearing firm, Apex Clearing Corporation, for order flow. For more information, view our Order Routing and Payment Order Flow Disclosures: <https://www.ally.com/invest/disclosures/order-routing-and-payment-for-order-flow.html>
- **Affiliate:** Our affiliated registered investment adviser, Ally Invest Advisors, Inc., is compensated by retail investors for providing **discretionary** investment advisory services in the form of an annual **asset-based fee**.

**Conversation Starter:** For answers to the following questions, please see: <https://www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf>

- **How might your conflicts of interest affect me, and how will you address them?**

How does your financial professional make money?

The AIS financial professionals who service your account are compensated on a salaried or hourly basis. Our financial professionals do not receive compensation based upon the number of trades in your account, the dollar amount of the trades in your account, or other sales-based incentive structure.

**Conversation Starters:** For answers to the following questions, please see: <https://www.ally.com/resources/pdf/invest/ais-conversation-starters.pdf>

- **Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?**

Do you or your financial professionals have legal or disciplinary history?

Yes. Please refer to [www.investor.gov/CRS](http://www.investor.gov/CRS) for a free and simple search tool to research.

Additional Information

For additional information about our services you can visit our Website at [www.ally.com](http://www.ally.com).

Please call our Customer Service Department at 1-855-880-2559, or email [Support@invest.ally.com](mailto:Support@invest.ally.com), if you would like to receive up-to-date information or a printed copy of this Form CRS.

# COVERDELL EDUCATION SAVINGS ACCOUNT APPLICATION

Account Number	Open Date	Broker Rep Code
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## Beneficiary (Student) Information

Name	Social Security Number		
Permanent Street Address (Cannot be a P.O. Box)	City	State	Zip
Birth Date (mm/dd/yyyy)			
Citizenship: <input type="checkbox"/> U.S. <input type="checkbox"/> Foreign (please specify): _____ <input type="checkbox"/> Resident Alien			

## Parent or Legal Guardian (Responsible Individual)

Name	Social Security Number		
Permanent Address (Required Information – no PO Boxes)	City	State	Zip Code
Mailing Address (If different from permanent address)	City	State	Zip Code
Birth Date	Dependents	Married? <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	
Primary Phone	Is this a mobile number? <input type="checkbox"/> Yes <input type="checkbox"/> No	Email Address	

Citizenship:  U.S.  Foreign (please specify): \_\_\_\_\_  Resident Alien  Non-resident Alien (Non-Resident Alien must submit a W-8 form with this application)

Employer	Nature of Business	Years Employed	Occupation
Business Address	City	State	Zip Code

Are you or a member of your household affiliated with or employed by 1) a securities Exchange 2) FINRA 3) an Exchange or FINRA member 4) a company which require notification of you opening this account? (if you select yes, please submit an Affiliated Account Authorization form)  Yes  No

Is the account holder an employee of or affiliated with the introducing broker firm?  Yes  No

Are you or a member of your household a director, 10% shareholder or policy making officer of a publicly traded company?  Yes  No

If you answered "Yes" to any of the questions above please provide more information on the affiliation (e.g. affiliated company name, nature of affiliation, symbol, cusip, etc.)

Are you or any member of your immediate family a senior political figure?  Yes  No

**Account Investment Profile**

Annual Income of Proprietor	Net Worth of Proprietor	Liquid Net Worth of Proprietor	Tax Bracket of Proprietor
<input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,001 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <input type="checkbox"/> \$200,001-\$300,000 <input type="checkbox"/> \$300,001-\$500,000 <input type="checkbox"/> \$500,001-\$1,200,000 <input type="checkbox"/> \$1,200,001 or more	<input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <input type="checkbox"/> \$200,001-\$500,000 <input type="checkbox"/> \$500,001-\$1,000,000 <input type="checkbox"/> \$1,000,001-\$5,000,000 <input type="checkbox"/> \$5,000,001 or more	<input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$200,000 <input type="checkbox"/> \$200,001-\$500,000 <input type="checkbox"/> \$500,001-\$1,000,000 <input type="checkbox"/> \$1,000,001-\$5,000,000 <input type="checkbox"/> \$5,000,001 or more	<input type="checkbox"/> 0-15% <input type="checkbox"/> 15-30% <input type="checkbox"/> 30-45% <input type="checkbox"/> 45% +

Time Horizon	Liquidity Needs
The number of years planned to invest to achieve a particular financial goal.  <input type="checkbox"/> Short (Less than 3 years) (01) <input type="checkbox"/> Average (4 to 7 years) (02) <input type="checkbox"/> Longest (8 years or more) (03)  <b>Risk Tolerance</b> _____  <input type="checkbox"/> Low (01) <input type="checkbox"/> Medium (02) <input type="checkbox"/> High (03)	The ability to quickly and easily convert all or a portion of this account assets into cash without experiencing significant loss.  <input type="checkbox"/> Very Important (01) <input type="checkbox"/> Somewhat Important (02) <input type="checkbox"/> Not Important (03)

Investment Objective of Proprietor	Investment Experience of Proprietor
<input type="checkbox"/> <b>Income</b> Main goal is preservation of capital with the assets in the account are used to generate a source of income. <input type="checkbox"/> <b>Balanced</b> Diversification of asset classes for equal blend of income and long term growth with the primary consideration being current income. <input type="checkbox"/> <b>Growth &amp; Income</b> A balance between capital appreciation and income with the primary consideration being capital appreciation. <input type="checkbox"/> <b>Long Term Growth With Safety</b> Long term capital appreciation with relative safety of principal. <input type="checkbox"/> <b>Long Term Growth With Greater Risk</b> Long term capital appreciation with greater risk. <input type="checkbox"/> <b>Speculation</b> Maximum total return involving a higher degree of risk through investment in a broad spectrum of securities	<input type="checkbox"/> Bonds (years _____) <input type="checkbox"/> Stocks (years _____) <input type="checkbox"/> Options (years _____)

Please complete the following if you would like to add a trusted contact to your account:

Trusted Contact Information			
Name	Relationship		
Street Address	City	State	Zip
Email Address	Phone Number	Country	

**W-9 Certification** Under penalties of perjury, I (we) certify that the taxpayer identification number shown above on this form is my correct taxpayer identification number. Unless, otherwise indicated, I (we) certify that I (we) am not subject to backup withholding and I (we) am an U.S. Person (including an U.S. resident alien).

**Check the box**  if you are subject to backup withholding under the provisions of the Internal Revenue Service code.

I hereby request that Ally Invest and Apex Clearing Corp. open an account in the name(s) listed as account owner(s) on this application.

You authorize us to contact you by using any telephone number you provide to us, including a mobile number that you are authorized to use. In addition to manual calling, we may use text messages, prerecorded or artificial voice messages, or automatic dialing systems. We will not charge you for any contact, but your mobile phone service provider may.

By signing below, I acknowledge that I have received, read, understand each of the documents provided and agree to be bound by the terms & conditions as set forth in the Customer Agreement ("Customer Agreement") as currently in effect and as amended from time to time. I represent that I am of required legal age to enter into this Agreement. I understand and acknowledge that Apex Clearing Corp. does not provide investment, tax, legal, accounting, financial or other advice.

**Important information about procedures for opening a new account:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions obtain, verify, and record information that identifies each person who opens an account. **What this means to you:** 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 may also ask to see your driver's license or other identifying documents. Apex Clearing Corp. and/or Ally Invest will verify your information through a third-party provider.

**BY MY SIGNATURE ON THE ACCOUNT APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THE CUSTOMER AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE ON PAGE 19, SECTION 37.**

Print First Name	Last Name
Signature of Legal Guardian	Dated

**Internal Use Only:**

Print Name of Ally Invest Registered Representative	Signature of Ally Invest Registered Representative	Dated
Print Name of Ally Invest Registered Principal	Signature of Ally Invest Registered Principal	Dated

Custodian Acceptance:
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# Coverdell ESA Simplifier®

## Coverdell Education Savings Account Application



DESIGNATED BENEFICIARY'S NAME AND ADDRESS			COVERDELL ESA CUSTODIAN'S NAME, ADDRESS AND PHONE		
			Apex Clearing Corp. 1700 Pacific Ave. Suite 1400 Dallas, TX 75201		
Social Security Number	Date of Birth	Home Phone	Coverdell ESA Account Identification		
			<input type="checkbox"/> Check here if this is an amendment to an existing Coverdell ESA.		
Depositor's Name, Address and Phone Number		Depositor's Social Security Number	Contribution Date	Contribution Type	
				<input type="checkbox"/> Annual <input type="checkbox"/> Transfer <input type="checkbox"/> Rollover	
		Contribution Amount	Contribution For Tax Year		
COVERDELL ESA RESPONSIBLE INDIVIDUAL					
<i>A Responsible Individual must be designated below.</i>					
Responsible Individual's Name and Address		Home Phone	Business Phone	Social Security Number	Relationship to Designated Beneficiary
<p>Answer "Yes" or "No" to each of the following questions by checking the appropriate box. If a box is not checked for a question, the answer will be deemed to be "No".</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No The Responsible Individual may change the beneficiary designated under this agreement to another member of the Designated Beneficiary's family described in Section 529(e)(2) in accordance with the Custodian's procedures.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No The Responsible Individual shall continue to serve as the Responsible Individual for the custodial account after the Designated Beneficiary attains the age of majority under state law and until such time as all assets have been distributed from the custodial account and the custodial account terminates. If the Responsible Individual becomes incapacitated or dies after the Designated Beneficiary reaches the age of majority under state law, the Responsible Individual shall be the Designated Beneficiary.</p>					
SUCCESSOR COVERDELL ESA RESPONSIBLE INDIVIDUAL					
In the event of the death or legal incapacity of the Responsible Individual while the Designated Beneficiary is a minor under state law, I designate the following individual as the Responsible Individual. If no successor is named, the Successor Responsible Individual shall be the Designated Beneficiary's parent or guardian.					
Successor Responsible Individual's Name and Address		Home Phone	Business Phone	Social Security Number	Relationship to Designated Beneficiary
COVERDELL ESA DEATH BENEFICIARY					
<i>To name more than one primary death beneficiary or to name contingent death beneficiary(ies), a separate Coverdell ESA Designation of Beneficiary form must be used.</i>					
I designate the individual named below as the primary death beneficiary of 100 percent of this Coverdell ESA.					
Death Beneficiary's Name and Address		Date of Birth	Social Security Number	Relationship to Designated Beneficiary	
SIGNATURES					
<p><i>Important: Please read before signing. The signature of the Responsible Individual should be obtained if someone other than the Depositor will be the Responsible Individual.</i></p> <p>I understand the eligibility requirements for the type of Coverdell ESA deposit I am making and I state that I do qualify to make the deposit. I have received a copy of the Application, the 5305-EA Plan Agreement and the Disclosure Statement. I understand that the terms and conditions which apply to this Coverdell ESA are contained in this Application and the Plan Agreement. I agree to be bound by those terms and conditions.</p> <p>I assume complete responsibility for:</p> <ol style="list-style-type: none"> <li>Determining that I am eligible to contribute to a Coverdell ESA each year I make a contribution.</li> <li>Ensuring that all contributions I make are within the limits set forth by the tax laws.</li> <li>Certifying that I am qualified to assume the responsibilities of the Responsible Individual as set forth in the Plan Agreement, if I am designated on this Application as the Responsible Individual.</li> <li>Managing and administering the Coverdell ESA and authorizing transactions involving contributions (including rollover contributions) and distributions, if I am designated on this Application as the Responsible Individual.</li> </ol>					
_____		_____	_____	_____	_____
(Coverdell ESA Depositor)		(Date)	(Witness)	(Date)	
_____		_____	_____	_____	_____
(Coverdell ESA Responsible Individual)		(Date)	(Authorized Signature of Custodian)	(Date)	



# COVERDELL ESA CUSTODIAL ACCOUNT

Form 5305-EA Under Section 530 of the Internal Revenue Code

FORM (REV. MARCH 2002)

The Depositor whose name appears on the Application is establishing a Coverdell Education Savings Account under Section 530 for the benefit of the Designated Beneficiary whose name appears on the Application exclusively to pay for the qualified elementary, secondary, and higher education expenses, within the meaning of Section 530(b)(2), of such Designated Beneficiary.

The Depositor has assigned the custodial account the sum indicated on the Application.

The Depositor and the Custodian make the following agreement:

## ARTICLE I

The Custodian may accept additional cash contributions provided the Designated Beneficiary has not attained the age of 18 as of the date such contributions are made. Contributions by an individual contributor may be made for the tax year of the Designated Beneficiary by the due date of the beneficiary's tax return for that year (excluding extensions). Total contributions that are not rollover contributions described in section 530(d)(5) are limited to \$2,000 for the tax year. In the case of an individual contributor, the \$2,000 limitation for any year is phased out between modified adjusted gross income (AGI) of \$95,000 and \$110,000. For married individuals filing jointly, the phase-out occurs between modified AGI of \$190,000 and \$220,000. Modified AGI is defined in section 530(c)(2).

## ARTICLE II

No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common investment fund (within the meaning of Section 530(b)(1)(D)).

## ARTICLE III

1. Any balance to the credit of the Designated Beneficiary on the date on which he or she attains age 30 shall be distributed to him or her within 30 days of such date.
2. Any balance to the credit of the Designated Beneficiary shall be distributed within 30 days of his or her death **unless** the designated death beneficiary is a Family Member of the Designated Beneficiary and is under the age of 30 on the date of death. In such case, that Family Member shall become the Designated Beneficiary as of the date of death.

## ARTICLE IV

The Depositor shall have the power to direct the Custodian regarding the investment of the amount listed on the Application assigned to the custodial account (including earnings thereon) in the investment choices offered by the Custodian. The Responsible Individual, however, shall have the power to redirect the Custodian regarding the investment of such amounts, as well as the power to direct the Custodian regarding the investment of all additional contributions (including earnings thereon) to the custodial account. In the event that the Responsible Individual does not direct the Custodian regarding the investment of additional contributions (including earnings thereon), the initial investment direction of the Depositor also will govern all additional contributions made to the custodial account until such time as the Responsible Individual otherwise directs the Custodian. Unless otherwise provided in this agreement, the Responsible Individual also shall have the power to direct the Custodian regarding the administration, management, and distribution of the account.

## ARTICLE V

The Responsible Individual named by the Depositor shall be a parent or guardian of the Designated Beneficiary. The custodial account shall have only one Responsible Individual at any time. If the Responsible Individual becomes incapacitated or dies while the Designated Beneficiary is a minor under state law, the successor Responsible Individual shall be the person named to succeed in that capacity by the preceding Responsible Individual in a witnessed writing or, if no successor is so named, the successor Responsible Individual shall be the Designated Beneficiary's other parent or successor guardian. Unless otherwise directed by checking the option on the Application, at the time that the Designated Beneficiary attains the age of majority under state law, the Designated Beneficiary becomes the Responsible Individual. If a Family Member under the age of majority under state law becomes the Designated Beneficiary by reason of being a named death beneficiary, the Responsible Individual shall be such Designated Beneficiary's parent or guardian.

## ARTICLE VI

*(See the Application and Section 10.04 of this agreement for information regarding the Responsible Individual's ability to change the Designated Beneficiary named by the Depositor.)*

## ARTICLE VII

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by Section 530(h).
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Responsible Individual the reports prescribed by the IRS.

## ARTICLE VIII

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III will be controlling. Any additional articles inconsistent with Section 530 and the related regulations will be invalid.

## ARTICLE IX

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the Depositor and the Custodian whose signatures appear on the Application.

## ARTICLE X

10.01 *Notices And Change Of Address:* Any required notice regarding this Coverdell ESA will be considered effective when the Custodian mails it to the last address of the intended recipient which the Custodian has in its records. Any notice to be given to the Custodian will be considered effective when the Custodian actually receives it. The Responsible Individual must notify the Custodian of any change of address.

10.02 *Representations And Responsibilities:* The Depositor and the Responsible Individual represent and warrant to the Custodian that any information the Depositor and Responsible Individual have given or will give the Custodian with respect to this agreement is complete and accurate. Further, the Depositor and the Responsible Individual agree that any directions they give the Custodian, or action they take will be proper under this agreement and that the Custodian is entitled to rely upon any such information or directions. The Custodian shall not be liable for acting upon any instructions given by the Responsible Individual named on the Application prior to the time the Custodian receives appropriate written notice that the Designated Beneficiary has met the requirements for assuming control of the Coverdell ESA, or that a new Responsible Individual has been appointed. The Custodian shall not be responsible for losses of any kind that may result from the Depositor's and Responsible Individual's directions to it or the Depositor's and Responsible Individual's actions or failures to act. The Depositor and Responsible Individual agree to reimburse the Custodian for any loss the Custodian may incur as a result of such directions, actions or failures to act. The Custodian has no duty to determine whether the contributions or distributions with respect to this Coverdell ESA comply with the Code, regulations, rulings or this agreement and shall not be responsible for any penalties, taxes, judgments or expenses of the Designated Beneficiary or any Depositor to this Coverdell ESA.

Notwithstanding anything in this agreement to the contrary, the Custodian may establish a policy permitting someone other than the Designated Beneficiary's parent or legal guardian to serve as Responsible Individual, provided the individual is not prohibited by law from serving in that capacity and fulfilling his or her obligations under this agreement.

10.03 *Service Fees:* The Custodian has the right to charge an annual service fee or other designated fees (for example, a transfer, rollover or termination fee) for maintaining this Coverdell ESA. In addition, the Custodian has the right to be reimbursed for all reasonable expenses incurred in connection with the administration of this Coverdell ESA. The Custodian may charge the Designated Beneficiary separately for any fees or expenses or may deduct the amount of the fees or expenses from the assets in this Coverdell ESA at the Custodian's discretion. The Custodian reserves the right to charge any additional fee upon 30 days notice to the Responsible Individual that the fee will be effective.

Any brokerage commissions attributable to the assets in the Coverdell ESA will be charged to the Coverdell ESA. The Responsible Individual, Depositor or Designated Beneficiary cannot reimburse the Coverdell ESA for those commissions.

#### 10.04 *Investment of Amounts in the Coverdell ESA:*

a. **Direction of Investment** – Except for the limited investment rights granted to the Depositor in Article V of this agreement, the Responsible Individual has the exclusive responsibility for and control over the investment of the assets of the Coverdell ESA. The Responsible Individual shall direct all investment transactions, including earnings and the proceeds from securities sales. The selection of investments, however, shall be limited to any investment vehicle approved and obtainable by the Custodian that the Custodian is capable of holding in the ordinary course of business. For example, investments may include but shall not be limited to common stocks, government and corporate bonds, mutual funds, the purchase of put options on existing positions and writing of covered listed call options. Investments not generating confirmations must be accompanied by additional written instructions. The Custodian shall act as a stockbroker or dealer whenever such services are required.

In the absence of instructions from the Responsible Individual or if the instructions are not in a form acceptable to the Custodian, the Custodian shall hold any uninvested amounts in cash and shall have no responsibility to invest uninvested cash unless and until directed by the Responsible Individual.

All transactions shall be subject to any and all applicable Federal and State laws and regulations and the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed and to the Custodian's policies and practices.

After the Responsible Individual's death, the Successor Responsible Individual (Designated Beneficiary, if applicable) shall have the right to direct the investment of Coverdell ESA assets, subject to the same conditions that applied to the Responsible Individual during his or her lifetime under this agreement (including, without limitation, Section 10.02).

b. **Investment Powers and Duties of the Custodian** – The Custodian shall have no discretion to direct any investment in this Coverdell ESA. The Custodian assumes no responsibility for rendering investment advice with respect to the Coverdell ESA, nor will the Custodian offer any opinion or judgment on matters concerning the value or suitability of any investment or proposed investment for this Coverdell ESA. The Custodian shall exercise the voting rights and other shareholder rights with respect to securities in the Coverdell ESA but only in accordance with the instructions provided by the Responsible Individual or an investment advisor appointed by the Responsible Individual.

The Responsible Individual shall have the power and authority in the administration of this agreement to do all acts, including by way of illustration but not in limitation of the powers conferred by law, the following:

- (1) Pursuant to the direction of the Responsible Individual or a properly appointed agent's direction, to invest and reinvest all or any part of the assets in securities obtainable through the Custodian and to invest in any lawful investment which is administratively acceptable to the Custodian without any duty to diversify and without regard to whether such property is authorized by the laws of any jurisdiction for investment by the Custodian;
- (2) Pursuant to the direction of the Responsible Individual or a properly appointed agent's direction, to hold part or all of the uninvested assets or to place the same in a savings account approved by the Responsible Individual or purchase a Certificate of Deposit with an institution approved by the Responsible Individual;
- (3) To employ suitable agents and counsel and to pay them reasonable expenses and compensation;
- (4) Pursuant to the directions of the Responsible Individual or a properly appointed agent's direction, to vote in person or by proxy with respect to securities held by the Custodian and to delegate its discretionary power;
- (5) Pursuant to the directions of the Responsible Individual or a properly appointed agent's direction (and subject to approval of Custodial Account for option trading privileges), to write covered listed call options against existing positions, to liquidate or close such option contracts, and to purchase put options on existing long positions (the same securities cannot be used to simultaneously cover more than one position);
- (6) Pursuant to the direction of the Responsible Individual or a properly appointed agent's direction, to consent to or participate in dissolutions,

reorganizations, consolidations, mergers, sales, leases, mortgages, and transfers or other changes affecting securities held by the Custodian;

- (7) To leave any securities or cash for safekeeping or on deposit, with or without interest, with such banks, brokers and other custodians as the Custodian may select, and to hold any securities in bearer form or in the name of these banks, brokers and any other custodians or in the name of the custodian without qualification or description or in the name of any nominee; and
- (8) Prior to the entry of any orders to purchase or sell securities in the Coverdell ESA account, the Responsible Individual or his or her agent shall approve beforehand all such orders and direct the Custodian to implement such instructions. Selling short and executing purchases in an amount greater than available cash are prohibited. All investments outside of the cash account shall be accompanied by additional written instructions.

c. **Delegation of Investment Responsibility** – The Custodian may, but is not required to, permit the Responsible Individual to delegate investment responsibility for the Coverdell ESA to another party acceptable to the Custodian by giving written notice of the delegation in a format prescribed by the Custodian. Any such delegation of investment responsibility shall be to an investment advisor under the Investment Advisors Act of 1940. If the assets of the Coverdell ESA are to be directed by an investment advisor, the Responsible Individual shall deliver to the Custodian a copy of the instruments appointing the investment advisor evidencing the investment advisor's acceptance of such appointment, an acknowledgment by the investment advisor that it is a fiduciary, and a certificate evidencing the investment advisor's current registration under said Act. The Custodian shall be fully protected in relying upon such instruments and certificate until otherwise notified in writing by the Responsible Individual. The Custodian shall follow the direction of any such party who is properly appointed and shall be under no duty to review or question, nor be responsible for, any of that party's directions, actions or failures to act.

The investment advisor at any time may issue orders for the purchase or sale of securities directly to a broker; and in order to facilitate such transaction, upon request the Custodian shall execute and deliver appropriate trading authorizations. Written notification of the issuance of each order shall be confirmed by written advice via confirms or otherwise to the Custodian by the investment advisor.

The Responsible Individual hereby agrees to fully indemnify the Custodian and hold the Custodian harmless from and against any claim or liability which may be asserted against the Custodian by reason of its acting or not acting pursuant to any direction from the investment advisor or failing to act in the absence of any such direction.

#### 10.05 *Beneficiary(ies):*

1. Unless indicated otherwise on the Application, the Responsible Individual may not change the Designated Beneficiary. If the Depositor has indicated on the Application that the Responsible Individual may change the beneficiary designated under this agreement and the Responsible Individual chooses to do so, the Responsible Individual must designate a member of the family (as defined in Section 529(e)(2)) of the existing Designated Beneficiary. This designation can only be made on a form prescribed by the Custodian.
2. The Depositor or Responsible Individual may name one or more person or entity as death beneficiary of this Coverdell ESA. This designation can only be made on a form prescribed by the Custodian and it will only be effective when it is filed with the Custodian during the lifetime of the Designated Beneficiary. Each beneficiary designation filed with the Custodian will cancel all previous ones unless the beneficiary designation specifies otherwise. The consent of a death beneficiary shall not be required in order to revoke a death beneficiary designation. If a death beneficiary is not designated with respect to this Coverdell ESA, the Designated Beneficiary's estate will be the death beneficiary.

10.06 *Termination:* Either the Custodian or the Responsible Individual may terminate this agreement at any time by giving written notice to the other. The Custodian can resign as Custodian at any time effective 30 days after mailing written notice of its resignation to the Responsible Individual. Upon receipt of that notice, the Responsible Individual must make arrangements to transfer the Coverdell ESA to another financial organization. If the Responsible Individual does not complete a transfer of the Coverdell ESA within 30 days from the date the Custodian mails the notice to the Responsible Individual, the Custodian has the right to transfer the Coverdell ESA assets to a successor Coverdell ESA trustee or custodian that the Custodian chooses in its sole discretion or the Custodian may pay the Coverdell ESA balance to the Designated Beneficiary in a single sum. The Custodian shall not be liable for any actions or failures to act on the

part of any successor trustee or custodian nor for any tax consequences the Designated Beneficiary may incur that result from the transfer or distribution of the Coverdell ESA assets pursuant to this section.

If this agreement is terminated, the Custodian may hold back from the Coverdell ESA a reasonable amount of money that it believes is necessary to cover any one or more of the following:

- \* any fees, expenses or taxes chargeable against the Coverdell ESA;
- \* any penalties associated with the early withdrawal of any savings instrument or other investment in the Coverdell ESA.

If the Custodian is merged with another organization (or comes under the control of any Federal or State agency) or if the entire organization (or any portion which includes the Coverdell ESA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of the Coverdell ESA, but only if it is the type of organization authorized to serve as a Coverdell ESA trustee or custodian and the following contingency is fulfilled. The resignation, removal or merger of the Custodian shall not be effective until: The transfer of assets shall be made coincidentally with an accounting by the resigned or removed Custodian and such resigned or removed Custodian shall endorse, transfer, convey and deliver to the successor Custodian all of the funds, securities or other property then held by it under this agreement, together with such records as may be reasonably required in order that the successor Custodian may properly administer the agreement.

If the Custodian is required to comply with Section 1.408-2(e) of the Treasury Regulations and fails to do so, or the Custodian is not keeping the records, making the returns or sending the statements as are required by forms or regulations, the IRS may, after notifying the Responsible Individual or the Designated Beneficiary, require that a substitute trustee or custodian be appointed.

- 10.07 *Amendments:* The Custodian shall have the right to amend this agreement at any time. Any amendment the Custodian makes to comply with the Code and related regulations does not require the Responsible Individual's consent. Other amendments may be made with the consent of the Responsible Individual. The Responsible Individual will be deemed to have consented to any other amendment unless, within 30 days from the date the Custodian mails the amendment, the Responsible Individual notifies the Custodian in writing that the Responsible Individual does not consent.
- 10.08 *Transfers From Other Plans:* The Custodian can receive amounts transferred to the Coverdell ESA from the custodian or trustee of another Coverdell ESA.
- 10.09 *Liquidation Of Assets:* The Custodian has the right to liquidate assets in the Coverdell ESA if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against the Coverdell ESA. If the Responsible Individual fails to direct the Custodian as to which assets to liquidate, the Custodian will decide in its complete and sole discretion and the Responsible Individual agrees not to hold the Custodian liable for any adverse consequences that result from the Custodian's decision.
- 10.10 *Restrictions On The Fund:* Neither the Responsible Individual, the Designated Beneficiary (nor anyone acting on behalf of the Designated Beneficiary), the Depositor nor any contributor may sell, transfer or pledge any interest in the Coverdell ESA in any manner whatsoever, except as provided by law or this agreement.

The assets in the Coverdell ESA shall not be responsible for the debts, contracts or torts of the Responsible Individual, the Designated Beneficiary, the Depositor or any person entitled to distributions under this agreement.

- 10.11 *What Law Applies:* This agreement is subject to all applicable Federal and State laws and regulations. If it is necessary to apply any State law to interpret and administer this agreement, the law of the State of New York shall govern. Any court accounting shall be in the courts of New York.

If any part of this agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither the Responsible Individual's nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of this agreement shall be construed as a waiver of such provisions, or the parties' right thereafter to enforce each and every such provision.

- 10.12 **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 WILL TYPICALLY 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"). ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE. 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.**

- 10.13 *Accounting:* Within 90 days from the close of each Custodial Account Year, the Custodian shall render an accounting (valuing the assets fair market value) to the Responsible Individual, which accounting may consist of copies of regularly issued broker-dealer statements to the Custodian. In the absence of the filing in writing with the Custodian of exceptions or objections to any such accounting, within 30 days after the mailing of such accounting, the Responsible Individual and the Designated Beneficiary shall be deemed to have approved such accounting. In such case, or upon the Responsible Individual's written approval, the Custodian shall be released, relieved and discharged with respect to all matters and things set forth in such accounting as though such accounting had been settled by the decree of a court of competent jurisdiction. No person other than the Responsible Individual may require an accounting or bring any action against the Custodian with respect to this agreement or the Custodian's actions.

The Custodian reserves the right to apply to a court of competent jurisdiction for judicial settlement of its accounts, for determination of any questions of construction which may arise or for instructions. The Responsible Individual shall be the only necessary party defendant to such action except the Custodian may, if it so elects, bring in as a party defendant any other person or persons.

10.14 *Payment For Order Flow / Order Routing:* “Payment for order flow” is a common and widespread industry practice whereby a brokerage firm receives monetary or non-monetary remuneration in return for the routing of customer orders to a designated exchange, market maker, dealer or market center for execution. Apex Clearing receives payment for order flow on certain transactions in the form of rebates, monetary compensation or an intercompany transfer of funds. Payment for order flow is considered to be compensation to Apex Clearing. Your broker, the introducing firm that clears its trades through Apex Clearing, may or may not be compensated for such orders. The source and nature of any compensation received in connection with a specific transaction will be furnished upon written request of the customer.

Absent specific instructions from customers, Apex Clearing automatically routes orders in over-the-counter (“OTC”) securities to selected OTC market makers. Selected exchange-traded securities may be routed to affiliated specialists, regional exchanges or designated third-market dealers. All orders are routed to an exchange, market-maker, dealer or market center that matches or improves upon the displayed national best bid or offer for the particular security at the time the order is processed. Price improvement opportunities, or execution at prices superior to the displayed national best bid or offer, may be available for certain transactions in NASDAQ and listed securities from execution destinations to which orders are routed.

## INSTRUCTIONS

*(Section references are to the Internal Revenue Code unless otherwise noted.)*

### PURPOSE OF FORM

Form 5305-EA is a model custodial account agreement that meets the requirements of Section 530(b)(1) and has been pre-approved by the IRS. A Coverdell Education Savings Account (ESA) is established after the form is fully executed by both the Depositor and the Custodian. This account must be created in the United States for the exclusive purpose of paying the qualified elementary, secondary, and higher education expenses of the Designated Beneficiary.

If the model account is a trust account, see Form 5305-E, Coverdell Education Savings Trust Account.

Do not file Form 5305-EA with the IRS. Instead, the Depositor must keep the completed form in its records.

### DEFINITIONS

*Custodian:* The Custodian must be a bank or savings and loan association, as defined in Section 408(n), or any person who has the approval of the IRS to act as Custodian. Any person who may serve as a Custodian of a Traditional IRA may serve as the Custodian of a Coverdell ESA.

*Depositor:* The Depositor is the person who establishes the custodial account.

*Designated Beneficiary:* The Designated Beneficiary is the person on whose behalf the custodial account has been established.

*Family Member:* Family Members of the Designated Beneficiary include his or her spouse, child, grandchild, sibling, parent, niece or nephew, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law, and the spouse of any such individual. A first cousin, but not his or her spouse, is also a “family member.”

*Responsible Individual:* The Responsible Individual, generally, is a parent or guardian of the Designated Beneficiary. However, under certain circumstances, the Responsible Individual may be the Designated Beneficiary.

### IDENTIFICATION NUMBERS

The Depositor’s and Designated Beneficiary’s social security numbers will serve as their identification numbers. If the Depositor is a nonresident alien and does not have an identification number, write “Foreign” in the block where the number is requested. The Designated Beneficiary’s social security number is the identification number of his or her Coverdell ESA. If the Designated Beneficiary is a nonresident alien, the Designated Beneficiary’s individual taxpayer identification number is the identification number of his or her Coverdell ESA. An employer identification number (EIN) is required only for a Coverdell ESA for which a return is filed to report unrelated business income. An EIN is required for a common fund created for Coverdell ESAs.

## SPECIFIC INSTRUCTIONS

**Note:** *The age limitation restricting contributions, distributions, rollover contributions, and change of beneficiary are waived for a designated beneficiary with special needs.*

*Article X:* Article X and any that follow may incorporate additional provisions that are agreed to by the Depositor and Custodian to complete the agreement. They may include, for example, provisions relating to: definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian’s fees, state law requirements, treatment of excess contributions, and prohibited transactions with the Depositor, Designated Beneficiary, or Responsible Individual, etc. Attach additional pages as necessary.

*Optional Provisions in Article V and Article VI:* Form 5305-EA may be reproduced in a manner that provides only those optional provisions offered by the Custodian.

# DISCLOSURE STATEMENT

## REQUIREMENTS OF A COVERDELL ESA

- A. **CASH CONTRIBUTIONS** – A Coverdell ESA contribution must be in cash.
- B. **MAXIMUM CONTRIBUTION** – The total amount that may be contributed to any and all Coverdell ESAs on behalf of a Designated Beneficiary is \$2,000 per year, excluding rollover and transfer contributions.

Contributions may not be made to a Coverdell ESA after the Designated Beneficiary's 18th birthday, except in the case of a special needs beneficiary.

The Coverdell ESA contribution that may be made by a Depositor is further limited if the Depositor's modified adjusted gross income (MAGI) exceeds \$190,000 and he or she is a married individual filing jointly (\$95,000 for single taxpayers). Married individuals filing jointly with MAGI exceeding \$220,000 may not fund a Coverdell ESA. Single individuals with MAGI exceeding \$110,000 may not fund a Coverdell ESA. The MAGI limits apply only to Depositors that are individuals.

If the Depositor is married filing jointly with MAGI between \$190,000 and \$220,000, the maximum Coverdell ESA contribution is determined as follows: (1) subtract the Depositor's MAGI from \$220,000, (2) divide the difference by \$30,000, and (3) multiply the result in step (2) by \$2,000. For example, if the Depositor's MAGI is \$205,000, the maximum Coverdell ESA contribution that may be made by such Depositor is \$1,000. This amount is determined as follows:  $[(\$220,000 \text{ minus } \$205,000) \text{ divided by } \$30,000] \text{ multiplied by } \$2,000$ .

If the Depositor is a single tax filer with MAGI between \$95,000 and \$110,000, the maximum Coverdell ESA contribution is determined as follows: (1) subtract the Depositor's MAGI from \$110,000, (2) divide the difference by \$15,000, and (3) multiply the result in step (2) by \$2,000. For example, if the Depositor's MAGI is \$98,000, the maximum Coverdell ESA contribution that may be made by such Depositor is \$1,600. This amount is determined as follows:  $[(\$110,000 \text{ minus } \$98,000) \text{ divided by } \$15,000] \text{ multiplied by } \$2,000$ .

The Coverdell ESA contribution that may be made by a Depositor is not limited by contributions made by the Depositor to Traditional or Roth IRAs. In addition, there is no earned income requirement to be eligible to contribute to a Coverdell ESA. There is no requirement that the Depositor be related to the Designated Beneficiary in order to make contributions. In addition, the Designated Beneficiary may contribute to his or her own Coverdell ESA.

- C. **ELIGIBLE CUSTODIANS** – The Custodian of the Coverdell ESA must be a bank, savings and loan association, credit union, or person approved by the Secretary of the Treasury.
- D. **COMMINGLING ASSETS** – The assets of the Coverdell ESA cannot be commingled with other property except in a common trust fund or common investment fund.
- E. **LIFE INSURANCE** – No portion of the Coverdell ESA may be invested in life insurance contracts.
- F. **COLLECTIBLES** – The assets of the Coverdell ESA may not be invested in collectibles (within the meaning of Internal Revenue Code (IRC) Sec. 408(m)). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or other tangible personal property specified by the Internal Revenue Service (IRS). However, specially minted United States gold and silver bullion coins and certain state-issued coins are permissible investments. Beginning January 1, 1998, platinum coins and certain gold, silver, platinum or palladium bullion (as described in IRC Sec. 408(m)(3)) are also permitted as Coverdell ESA investments.
- G. **REQUIRED DISTRIBUTIONS** – Except in the case of a special needs beneficiary, the assets of the Coverdell ESA are required to be distributed to the Designated Beneficiary within 30 days of the Designated Beneficiary's attainment of age 30. The Designated Beneficiary will be subject to both income tax and an additional 10 percent tax on the portion of the distribution that represents earnings, if the Designated Beneficiary does not have any qualified education expenses in that year.

Any balance remaining in the Coverdell ESA upon the death of the Designated Beneficiary shall be distributed within 30 days of the Designated Beneficiary's death, unless a death beneficiary is named and the death beneficiary is a qualified family member under age 30. If the death beneficiary is a qualified family member under age 30, that individual will become the Designated Beneficiary as of the date of death.

H. **RESPONSIBLE INDIVIDUAL** – The Responsible Individual is generally the parent or guardian of the Designated Beneficiary. However, the financial organization may establish a policy that permits someone other than the Designated Beneficiary's parent or legal guardian to serve as the Responsible Individual. Unless otherwise indicated on the Application, the Responsible Individual may not change the Designated Beneficiary. If the Depositor has indicated on the Application that the Responsible Individual may change the Designated Beneficiary, the Responsible Individual may change the Designated Beneficiary to another member of the Designated Beneficiary's family. The Responsible Individual shall perform the following duties.

1. receive a copy of the plan agreement and disclosure statement.
2. direct the Custodian regarding the investment of contributions, including the ability to redirect the investment of the initial contribution.
3. direct the Custodian regarding the administration, management and distribution of the account, unless the plan agreement indicates otherwise.
4. name a successor responsible individual if the need arises.
5. notify the Custodian of any address change for the individuals identified on the plan agreement.
6. remove excess contributions made to the Coverdell ESA.

## INCOME TAX CONSEQUENCES OF ESTABLISHING A COVERDELL ESA

- A. **CONTRIBUTIONS NOT DEDUCTED** – No deduction is allowed for Coverdell ESA contributions, including transfer and rollover contributions.
- B. **TAX-DEFERRED EARNINGS** – The investment earnings of the Coverdell ESA are not subject to federal income tax as they accumulate in the Coverdell ESA. In addition, distributions of the Coverdell ESA earnings will be free from federal income tax if the distributions are taken to pay for qualified education expenses, as discussed below.
- C. **TAXATION OF DISTRIBUTIONS** – The taxation of distributions from the Coverdell ESA depends on whether or not the distributions are used for qualified education expenses.

1. **Qualified Education Expenses** – The Designated Beneficiary may take tax-free distributions from a Coverdell ESA to pay for elementary, secondary or post-secondary education expenses at an eligible educational institution. Such expenses include tuition, fees, books, supplies, special needs services, room and board, uniforms, transportation, academic tutoring and supplementary items or services (including extended day programs). Also qualifying are expenses for the purchase of computer technology or equipment, Internet access and related services, if such technology, equipment or services are to be used by the Designated Beneficiary or Designated Beneficiary's family during any of the years the Designated Beneficiary is in school. Qualified expenses may also include amounts contributed to a qualified tuition program.
2. **Nonqualifying Distributions** – If a Designated Beneficiary withdraws amounts from a Coverdell ESA which exceed the qualified education expenses for the same year, or the distributions are not used for qualified education expenses, a portion of the distributions will be taxable. The amount in excess of the qualified education expenses is taxable pro rata, based on the earnings and the basis in the account.

In most cases of a nonqualified distribution, the taxable portion of a Coverdell ESA distribution is also subject to an additional 10 percent tax. There are several exceptions to the 10 percent tax including distributions made payable

- a. to a designated death beneficiary of the Coverdell ESA or to the estate of the Designated Beneficiary following the death of the Designated Beneficiary;
  - b. to the Designated Beneficiary if the Designated Beneficiary is disabled;
  - c. to the Designated Beneficiary if the Designated Beneficiary received a qualified scholarship, an educational assistance allowance or an excludable payment exception, but only to the extent the distribution is not more than the amount of the scholarship, allowance or excludable payment, and
  - d. to the Designated Beneficiary as a removal of excess along with the net income attributable.
3. **Hope or Lifetime Learning Credits** – A Designated Beneficiary may claim the Hope Credit or the Lifetime Learning Credit on his or her federal income tax return in the same taxable year that a tax-free distribution from a Coverdell ESA is claimed, as long as the distribution(s) does not cover the same expenses claimed for the Hope Credit or Lifetime Learning Credit.

D. **ROLLOVERS** – Coverdell ESA amounts may be rolled over to another Coverdell ESA of the same Designated Beneficiary or that of a qualified family member, provided that all of the applicable rollover rules are followed. Rollover is a term used to describe a tax-free movement of cash to a Coverdell ESA from another Coverdell ESA. The rollover rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover, please see a competent tax advisor.

1. **Coverdell ESA to Coverdell ESA Rollovers** – Funds distributed from a Coverdell ESA may be rolled over to another Coverdell ESA of the same Designated Beneficiary or that of a qualifying family member if the requirements of IRC Sec. 530(d)(5) are met. A proper Coverdell ESA to Coverdell ESA rollover is completed if all or part of a distribution is rolled over not later than 60 days after the distribution is received. The Responsible Individual may not have completed another rollover from the distributing Coverdell ESA during the 12 months preceding the date the distribution was received. Further, the Responsible Individual may roll the same dollars or assets only once every 12 months.

2. **Qualified Family Member** – A Coverdell ESA may be rolled to another Coverdell ESA of the same Designated Beneficiary or to a Coverdell ESA maintained for the benefit of a qualified family member of the Designated Beneficiary, who is under the age of 30. The age 30 limitation does not apply to qualified family members who are special needs beneficiaries. Qualified family members of the Designated Beneficiary include the Designated Beneficiary's child, grandchild, or stepchild, brother, sister, stepbrother, or stepsister, nephew or niece, parents, stepparents, or grandparents, uncle or aunt, spouses of all the family members listed above, cousin, and Designated Beneficiary's spouse.

E. **CARRYBACK CONTRIBUTIONS** – A contribution is deemed to have been made on the last day of the preceding taxable year if it is made by the deadline for filing the Depositor's income tax return (not including extensions), and the Depositor designates that contribution as a contribution for the preceding taxable year. For example, if the Depositor is a calendar year filer and makes a Coverdell ESA contribution on or before April 15, the contribution is considered to have been made for the previous tax year if the Depositor designates it as such.

#### LIMITATIONS AND RESTRICTIONS

A. **PROHIBITED TRANSACTIONS** – If the Responsible Individual engages in a prohibited transaction with the Coverdell ESA as described in IRC Sec. 4975, the Coverdell ESA will lose its tax-exempt status and the Designated Beneficiary must generally include the value of the earnings in his or her account in his or her gross income for the year.

B. **PLEDGING** – If the Responsible Individual pledges any portion of the Coverdell ESA as collateral for a loan, the amount so pledged will be treated as a distribution and may be included in the Designated Beneficiary's gross income for that year to the extent that it represents earnings.

C. **ESTATE AND GIFT TAX** – Transfers of Coverdell ESA assets to a death designated beneficiary made during the Designated Beneficiary's life and at his or her request or because of the Designated Beneficiary's failure to instruct otherwise, may be subject to federal gift tax under IRC Sec. 2501 if made after October 22, 1986.

D. **INCOME TAX TREATMENT** – Any withdrawal from the Coverdell ESA is not subject to federal income tax withholding.

#### FEDERAL TAX PENALTIES

A. **EXCESS CONTRIBUTION PENALTY** – An excise tax of 6 percent is imposed upon any excess contribution made to a Coverdell ESA. This tax will apply each year in which an excess remains in the Coverdell ESA. An excess contribution is any contribution amount which exceeds the contribution limit, excluding rollover and direct transfer amounts. The contribution limit is \$2,000 per Designated Beneficiary per year. The contribution limit may be further limited by the Depositor's MAGI as discussed previously. The excess contribution should be removed by the Responsible Individual and made payable to the Designated Beneficiary.

B. **PENALTY REPORTING** – The Designated Beneficiary must file form 5329 with the Internal Revenue Service to report and remit any penalties for excise taxes.

#### OTHER

A. **IRS PLAN APPROVAL** – The agreement used to establish this Coverdell ESA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.

B. **ADDITIONAL INFORMATION** – You may obtain further information on Coverdell ESAs from your District Office of the IRS. In particular, you may wish to obtain IRS Publication 970, *Tax Benefits For Higher Education*, by calling 1-800-TAX-FORM, or by visiting [www.irs.gov](http://www.irs.gov) on the Internet.

C. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you are required to provide your name, residential address, date of birth, and identification number. We may require other information that will allow us to identify you.

# Coverdell Education Savings Trust Account

(Under section 530 of the Internal Revenue Code)

Do not file  
with the Internal  
Revenue Service

Name of grantor

Check if amendment

Name of designated beneficiary

Address of designated beneficiary

Date of birth of designated beneficiary

Name of responsible individual (generally the parent or guardian of the designated beneficiary)

Address of responsible individual

Name of trustee

Address or principal place of business of trustee

The grantor named above is establishing a Coverdell education savings trust account under section 530 for the benefit of the designated beneficiary exclusively to pay for the qualified elementary, secondary, and higher education expenses, within the meaning of section 530(b)(2), of such designated beneficiary.

The grantor has assigned the trust \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in cash.

The grantor and the trustee make the following agreement:

## Article I

The trustee may accept additional cash contributions provided the designated beneficiary has not attained the age of 18 as of the date such contributions are made. Contributions by an individual contributor may be made for the tax year of the designated beneficiary by the due date of the beneficiary's tax return for that year (excluding extensions). Total contributions that are not rollover contributions described in section 530(d)(5) are limited to \$2,000 for the tax year. In the case of an individual contributor, the \$2,000 limitation for any year is phased out between modified adjusted gross income (AGI) of \$95,000 and \$110,000. For married individuals filing jointly, the phase-out occurs between modified AGI of \$190,000 and \$220,000. Modified AGI is defined in section 530(c)(2).

## Article II

No part of the trust account funds may be invested in life insurance contracts, nor may the assets of the trust account be commingled with other property except in a common trust fund or a common investment fund (within the meaning of section 530(b)(1)(D)).

## Article III

1. Any balance to the credit of the designated beneficiary on the date on which he or she attains age 30 shall be distributed to him or her within 30 days of such date.
2. Any balance to the credit of the designated beneficiary shall be distributed within 30 days of his or her death **unless** the designated death beneficiary is a family member of the designated beneficiary and is under the age of 30 on the date of death. In such case, that family member shall become the designated beneficiary as of the date of death.

## Article IV

The grantor shall have the power to direct the trustee regarding the investment of the above-listed amount assigned to the trust (including earnings thereon) in the investment choices offered by the trustee. The responsible individual, however, shall have the power to redirect the trustee regarding the investment of such amounts, as well as the power to direct the trustee regarding the investment of all additional contributions (including earnings thereon) to the trust. In the event that the responsible individual does not direct the trustee regarding the investment of additional contributions (including earnings thereon), the initial investment direction of the grantor also will govern all additional contributions made to the trust account until such time as the responsible individual otherwise directs the trustee. Unless otherwise provided in this agreement, the responsible individual also shall have the power to direct the trustee regarding the administration, management, and distribution of the account.

## Article V

The "responsible individual" named by the grantor shall be a parent or guardian of the designated beneficiary. The trust shall have only one responsible individual at any time. If the responsible individual becomes incapacitated or dies while the designated beneficiary is a minor under state law, the successor responsible individual shall be the person named to succeed in that capacity by the preceding responsible individual in a witnessed writing or, if no successor is so named, the successor responsible individual shall be the designated beneficiary's other parent or successor guardian. Unless otherwise directed by checking the option below, at the time that the designated beneficiary attains the age of majority under state law, the designated beneficiary becomes the responsible individual. If a family member under the age of majority under state law becomes the designated beneficiary by reason of being a named death beneficiary, the responsible individual shall be such designated beneficiary's parent or guardian.

**Option** (*This provision is effective only if checked*): The responsible individual shall continue to serve as the responsible individual for the trust after the designated beneficiary attains the age of majority under state law and until such time as all assets have been distributed from the trust and the trust terminates. If the responsible individual becomes incapacitated or dies after the designated beneficiary reaches the age of majority under state law, the responsible individual shall be the designated beneficiary.

**Article VI**

The responsible individual  may or  **may not** change the beneficiary designated under this agreement to another member of the designated beneficiary’s family described in section 529(e)(2) in accordance with the trustee’s procedures.

**Article VII**

1. The grantor agrees to provide the trustee with all information necessary to prepare any reports required by section 530(h).
2. The trustee agrees to submit to the Internal Revenue Service (IRS) and responsible individual the reports prescribed by the IRS.

**Article VIII**

Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III will be controlling. Any additional articles inconsistent with section 530 and the related regulations will be invalid.

**Article IX**

This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the grantor and trustee whose signatures appear below.

**Article X**

Article X may be used for any additional provisions. If no other provisions will be added, draw a line through this space. If provisions are added, they must comply with applicable requirements of state law and the Internal Revenue Code.

Grantor’s signature .....	Date .....
Trustee’s signature .....	Date .....
Witness’ signature .....	Date .....

(Use only if signature of the grantor or the trustee is required to be witnessed.)

**General Instructions**

*Section references are to the Internal Revenue Code unless otherwise noted.*

**What's New**

**Military death gratuity.** Families of soldiers who receive military death benefits may contribute, subject to certain limitations, up to 100 percent of such benefits into an educational savings account. Publication 970, Tax Benefits for Education, explains the rules for rolling over the military death gratuity and lists eligible family members.

**Purpose of Form**

Form 5305-E is a model trust account agreement that meets the requirements of section 530(b)(1) and has been pre-approved by the IRS. A Coverdell education savings account (ESA) is established after the form is fully executed by both the grantor and the trustee. This account must be created in the United States for the exclusive purpose of paying the qualified elementary, secondary, and higher education expenses of the designated beneficiary.

If the model account is a custodial account, see **Form 5305-EA**, Coverdell Education Savings Custodial Account.

**Do not** file Form 5305-E with the IRS. Instead, the grantor must keep the completed form in its records.

**Definitions**

**Trustee.** The trustee must be a bank or savings and loan association, as defined in

section 408(n), or any person who has the approval of the IRS to act as trustee. Any person who may serve as a trustee of a traditional IRA may serve as the trustee of a Coverdell ESA.

**Grantor.** The grantor is the person who establishes the trust account.

**Designated beneficiary.** The designated beneficiary is the individual on whose behalf the trust account has been established.

**Family member.** Family members of the designated beneficiary include his or her spouse, child, grandchild, sibling, parent, niece or nephew, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law, and the spouse of any such individual. A first cousin, but not his or her spouse, is also a “family member.”

**Responsible individual.** The responsible individual, generally, is a parent or guardian of the designated beneficiary. However, under certain circumstances, the responsible individual may be the designated beneficiary.

**Identification Numbers**

The grantor and designated beneficiary’s social security numbers will serve as their identification numbers. If the grantor is a nonresident alien and does not have an identification number, write “Foreign” on the return for which is filed to report the grantor’s information. The designated beneficiary’s social security number is the identification number of his or her Coverdell ESA. If the designated

beneficiary is a nonresident alien, the designated beneficiary’s individual taxpayer identification number is the identification number of his or her Coverdell ESA. An employer identification number (EIN) is required only for a Coverdell ESA for which a return is filed to report unrelated business income. An EIN is required for a common fund created for Coverdell ESAs.

**Specific Instructions**

**Note:** *The age limitation restricting contributions, distributions, rollover contributions, and change of beneficiary are waived for a designated beneficiary with special needs.*

**Article X.** Article X and any that follow may incorporate additional provisions that are agreed to by the grantor and trustee to complete the agreement. They may include, for example, provisions relating to: definitions, investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the trustee, trustee’s fees, state law requirements, treatment of excess contributions, and prohibited transactions with the grantor, designated beneficiary, or responsible individual, etc. Attach additional pages as necessary.

**Optional provisions in Article V and Article VI.** Form 5305-E may be reproduced in a manner that provides only those optional provisions offered by the trustee.



## Ally Invest Securities Customer Agreement

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

I UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF MY RELATIONSHIP WITH AIS REGARDING MY ACCOUNTS. I WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE I CLICK "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON. IF I HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, I WILL EMAIL AIS AT [SUPPORT@INVEST.ALLY.COM](mailto:SUPPORT@INVEST.ALLY.COM) OR CALL AIS AT 855-880-2559. I UNDERSTAND THAT CLICKING "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON IS THE LEGAL EQUIVALENT OF ME MANUALLY SIGNING THIS AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. BY ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE RECEIPT OF THE AIS FORM CRS AND ALLY PRIVACY NOTICE. I UNDERSTAND THAT THIS AGREEMENT AND FORM CRS MAY BE AMENDED FROM TIME TO TIME BY AIS, WITH REVISED TERMS POSTED ON THE AIS WEBSITE. I AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. I UNDERSTAND THAT BY CONTINUING TO MAINTAIN MY ACCOUNT(S) WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, I AM ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF I REQUEST OTHER SERVICES PROVIDED BY AIS THAT REQUIRE ME TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT. I ALSO UNDERSTAND THAT BY CLICKING "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 37.

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

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

**2. Authorization.** I appoint AIS as My agent for the purpose of carrying out My directions with respect to the purchase or sale of securities in accordance with the terms and conditions of this Agreement. To carry out its duties, AIS is authorized to open or close My Accounts, place and withdraw orders and take such other steps as are reasonable to carry out My directions. All transactions will be effected only on My order or the order of My delegate, as accepted and authorized by AIS, except as described in Section 9. AIS provides trading and brokerage services through its website and mobile application. I agree to receive and transmit financial information through such electronic means. My use or My grant of access to My Account to any third party to access information or place transactions in My Account is solely at My risk. If I authorize or allow third parties to gain access to AIS services, including My Accounts, I will defend and indemnify AIS against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use. AIS does not warrant against loss of use or any direct, indirect or consequential damages or Losses (as defined in Section 20) to Me caused by My assent, expressed or implied, to a third party accessing My Account or information, including access provided through any other third- party systems or sites, or using My Account.

**3. Roles and Responsibilities.**

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

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

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

(B) No Guarantee. I understand that broker-dealer services are being offered by AIS and not by Ally Bank. Securities products purchased or sold in a transaction are: (i) not insured by the Federal Deposit Insurance Corporation (FDIC); (ii) not deposits or other obligations of Ally Bank and are not guaranteed by Ally Bank; and (iii) subject to investment risks, including possible loss of the principal invested.

(C) Customer Responsibility. I understand that I will receive or select a Username and Password (collectively, "PINs") that provide electronic access to My Account. I understand and agree that My Account numbers and PINs are confidential, and I am responsible for the confidentiality, protection and use of them. I agree and accept full responsibility for monitoring and safeguarding My Accounts and access to My Accounts. I agree to notify AIS in writing, delivered via e-mail and

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

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

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

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

- 5. Effect of Reports and Statements.** I agree that it is My responsibility to review trade confirmations, statements of My Account, and any other documents I receive concerning My Account promptly upon receipt. These documents will be considered binding on Me unless I notify AIS of any objections within seven days from the date any such documents are delivered (which includes online postings on My Account). Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. I agree that any failure to object during that time frame may be treated by AIS as My affirmative consent and I waive any claims to the contrary. In all cases, AIS reserves the right to determine the validity of My objection. If I object to a transaction for any reason, I understand and agree that I am obligated to take action to limit any losses that may result from such transaction. I understand and agree that unless I take such action to limit My losses, I will bear sole responsibility for any loss relating to the initial transaction and any and all losses that may occur thereafter, even if My objection to the initial transaction is ultimately determined to be valid. Nothing in this Section 5 limits My responsibilities as described in Section 3(C) of this Agreement.

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

- 6. Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for Me: When I open an Account, AIS will ask for My name, address, date of birth and other information that will allow AIS to identify Me. AIS may also ask to see My driver's license or other identifying documents and subsequently make copies for the records. I understand that AIS may take steps to verify the accuracy of the information I provide in My Account application or otherwise, and that AIS may restrict My access to My Account pending such verification. I will notify AIS of any changes in the information including, but not limited to, My name, address, e-mail address and telephone number promptly.
- 7. SIPC and Other Insurance Coverage.** I understand that AIS is a member of the Securities Investor Protection Corporation ("SIPC"), which provides protection for accounts up to \$500,000 (including \$250,000 for claims of cash) per customer as defined by SIPC rules. An explanatory brochure is available upon request or at [www.sipc.org](http://www.sipc.org) or via telephone at (202) 371-8300. I understand that Apex has purchased an additional insurance policy through a group of London Underwriters to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that you

have a customer claim in excess of SIPC insurance limits. Apex's excess-SIPC insurance policy is subject to the policy's then-applicable account and aggregate policy claim limits. Specific information about such limits then in effect is available by contacting Apex. Similar to SIPC protection, this excess-SIPC insurance policy does not protect against a loss in the market value of securities. Neither SIPC, nor Apex's excess-SIPC insurance coverage, covers fluctuations or losses in the market value of your investments.

- 8. Telephone Conversations and Electronic Communications.** I authorize AIS to contact Me by using any telephone number I provide, including a mobile number that I authorized AIS to call. In addition to manual calling, AIS may use text messages, prerecorded or artificial voice messages, or automatic dialing systems. I understand that My mobile carrier may charge for these communications. I also understand and agree that AIS may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, AIS does not consent to the recording of telephone conversations by any third party or Me. I acknowledge and understand that not all telephone or electronic communications are recorded by AIS, and AIS does not guarantee that recordings of any particular telephone or electronic communications will be retained or be capable of being retrieved.
- 9. Oral Authorization.** I agree that AIS is authorized and entitled to act upon any oral instructions given by Me or by a person identified by Me and approved by AIS as My authorized agent, so long as AIS reasonably believes such instruction was actually given by Me or My authorized delegate.
- 10. Payment of Indebtedness.** In the event I become indebted to AIS in the course of operation of My Account, I agree that I will repay such indebtedness immediately. I agree that if I fail to pay the indebtedness, AIS may close My Account and liquidate any assets in My Account at its discretion. As security for any and all liabilities arising in favor of AIS, I pledge a first priority perfected security interest in all Property (as defined in Section 25) held by AIS in any account maintained by AIS for Me individually, jointly or in the name of another person or entity. AIS is hereby authorized to make whatever disposition of pledged Property it deems appropriate to realize the security afforded by this provision, and I will remain liable for any deficiency. I further agree that AIS is entitled to exercise the rights and remedies, with respect to the pledged Property, generally afforded a secured party under all applicable laws. I agree to pay the reasonable costs of collection of any debit balance and any unpaid deficiency in My Accounts, including attorney fees and expenses incurred by AIS.
- 11. Buy Orders; Settlements.** All orders for the purchase of securities given for My Account will be authorized by Me and executed in reliance on My promise that an actual purchase is intended. It is My intention and obligation to pay for purchases immediately or on AIS' demand. I understand AIS may at any time, in its sole discretion and without prior notice to Me, prohibit or restrict My ability to trade securities. I further agree not to allow any person to trade for My Account unless a trading authorization in a form accepted by AIS for that person has been received and approved by AIS. In the event that I fail to provide sufficient funds, AIS may, at its option and without notice to Me, (A) charge a reasonable rate of interest; (B) liquidate the Property subject of the buy order; or (C) sell other Property owned by Me and held in any of My Accounts. AIS may also charge any consequential loss to My Account.

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

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

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

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

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

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

marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

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

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

**17. Market Data; Waiver of Liability; Limitation of Liability.** I understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to parties that disseminate said data. I understand that neither AIS nor any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. I understand that neither AIS nor any participating national securities exchange or association nor any supplier of market data warrants that the provision of market data will be uninterrupted or error-free. I agree that My use of the AIS website, mobile application, or any AIS service is at My sole risk. I agree not to reproduce, distribute, sell or commercially exploit the market data in any manner without written consent from AIS. The AIS service is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

NEITHER I NOR ANY OTHER PERSON WILL HOLD AIS OR ANY DISSEMINATING PARTY OF MARKET DATA LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION FROM, (I) ANY SUCH DATA, INFORMATION OR MESSAGE OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE, OR (B) ANY LOSS OR DAMAGE ARISING FROM OR OCCASIONED BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (II) NON- PERFORMANCE OR (III) INTERRUPTION IN ANY SUCH DATA, INFORMATION OR MESSAGE, WHETHER DUE TO ANY



NEGLIGENT ACT OR OMISSION BY AIS OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, STRIKE, ACCIDENT, PANDEMIC, ACTION OF GOVERNMENT, COMMUNICATIONS OR POWER FAILURE, OR EQUIPMENT OR SOFTWARE MALFUNCTION) OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF ANY SUCH DISSEMINATING PARTY.

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

- 18. Restrictions on Trading.** I understand that AIS or Apex may, in their discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of My Accounts. I understand that AIS or Apex may execute all orders by Me on any exchange or market unless I specifically provide instructions to the contrary. In the event of a breach or default by Me under this Agreement, AIS will have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein. I understand that AIS or Apex may at any time, at their discretion and without prior notice to Me: (A) prohibit or restrict My access to the use of the website, mobile application, or other services; (B) otherwise prohibit or restrict My ability to trade; (C) refuse to accept any of My transactions; (D) refuse to execute any of My transactions; and/or (E) terminate My Account. The closing of My Account will not affect the rights and/or obligations of either party incurred prior to the date My Account is closed.
- 19. Ratification; Sub-Brokers and Agents.** AIS may employ sub-brokers or other agents in connection with the execution of any order or the consummation of any other transaction hereunder and will be responsible only for reasonable care in their selection.
- 20. Disclaimer of Liability; Indemnification.** Except as otherwise provided by law, neither AIS nor Apex nor any of their respective affiliates, partners, managing directors, officers, directors, employees and agents (the "Indemnified Parties") will be liable for any expenses, losses, damages, liabilities, demands, charges, causes of action, claims, penalties, fines or excise taxes of any kind or nature (including legal expenses and reasonable attorneys' fees) ("Losses") by or with respect to any matters pertaining to My Account, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from an Indemnified Party's gross negligence or willful misconduct. In addition, I agree that the Indemnified Parties will not be liable for any Losses that result from: (A) My or My agent's misrepresentation or alleged misrepresentation, or act or omission; (B) Indemnified Parties following My or My agent's directions or failing to follow My or My agent's unlawful or unreasonable directions; (C) any activities of or services provided by the Indemnified Parties in connection with My Account (including, without limitation, any technology services, reporting, trading, research or capital

introduction services); or (D) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to Me.

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

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

**21. Mutual Fund Transactions.** In the event that I purchase or hold a mutual fund, I agree to read and understand the terms of its prospectus. I understand that certain mutual funds reserve the right to change their purchasing, switching or redemption procedures and/or suspend or postpone redemptions under certain market conditions. I further understand that any mutual fund order entered with AIS is placed on a best-efforts basis as prescribed and recognized by the individual fund, and that AIS is not responsible for unexecuted orders due to the failure of any communication system. I agree to be fully responsible for the information contained within the mutual fund prospectus and to hold AIS harmless for any deficiencies contained therein. I authorize AIS to act as My agent in the purchase and redemption of fund shares.

**22. Exchange Traded Funds.** I understand that I should consider the investment objectives and unique risk profile of exchange traded funds ("ETFs") carefully before investing, and that ETFs are subject to risks similar to those of other diversified portfolios. I further understand that leveraged and inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives, and other complex investment strategies, and that although ETFs are designed to provide investment results that generally correspond to the performance of their

respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. I further understand that ETFs are required to distribute portfolio gains to shareholders at year end, which may be generated by portfolio rebalancing or the need to meet diversification requirements, and that ETF trading will also generate tax consequences. I understand that I can obtain prospectuses from issuers or their third-party agents who distribute and make prospectuses available for review. Additional information on ETFs can be found on the AIS Disclosure page at <https://www.ally.com/invest/disclosures/>.

- 23. Fiduciary.** AIS does not review any action or inaction of a fiduciary with respect to My Account and is not responsible for determining whether a fiduciary's action or inaction satisfies the standard of care applicable to such fiduciary's handling of My Account or whether any action or inaction is within the scope of the fiduciary's authority. AIS is not responsible for determining the validity of a person or entity's status or capacity to serve as a fiduciary. At its sole discretion, AIS may require additional documentation before permitting a fiduciary to become authorized on an existing account or when opening a new account. Inasmuch as the Account is one owned or managed by a fiduciary, the fiduciary and I agree to indemnify, defend and hold harmless AIS and its affiliates from and against any Losses arising out of or relating to any act, error or omission of the fiduciary.
- 24. Joint Account Authorization.** If My Account is owned by more than one person, My Account will be a joint account. It will be held in joint tenancy with rights of survivorship, unless I provide notification otherwise and provide the required documentation. For tenants in common, the interests in the tenancy will be equal, unless We notify AIS otherwise. If the Account is a joint account, then in consideration of AIS carrying a joint account for the undersigned persons, We jointly and severally agree to be fully and completely responsible and liable for the Account and to pay on demand any balance due. Each of Us, or any person authorized to act on behalf of the Account under a separate agreement, has full power and authority to make purchases and sales, withdraw funds and securities from, or to do anything else with reference to the Account.

AIS is authorized and directed to act upon instructions received from any of Us. We understand that tax reporting information is processed using the social security number of the person first named in the registration. Each of Us agrees to hold harmless AIS and its employees and agents from and indemnify them against any Losses arising from or as the result of AIS, its employees, or its agents following the instructions of any of us. AIS in its sole discretion may at any time suspend all activity in the Account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the Account or the Property (as defined in Section 25) therein be in writing, signed by all of us. AIS may recover from the joint account or from any of Us such costs as it may incur, including reasonable attorney's fees, as the result of any dispute among Us relating to or arising from the Account. Upon any event that causes a change in the ownership of the Account (divorce, death, assignment, etc.), all remaining accountholders or survivors must immediately notify AIS in writing. AIS may take such actions in the Account as it deems advisable to protect against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of the decedent or departing joint account owner will be liable together with each of the remaining accountholders or survivors, jointly and severally, to AIS for any net debit balance or loss in the joint account resulting from any

transactions initiated prior to notification to AIS or incurred in the liquidation of the joint account or the adjustment of the interests of the respective parties. Notwithstanding the provisions of Section 42(K) of this Agreement, the legal ownership of Our Accounts will be governed by the internal laws of the state of residence. Unless otherwise instructed, if the individuals who sign this Agreement are husband and wife and legal residents of a community or marital property state, any securities purchased through AIS will be registered in their respective names, as shown on the Account, followed by the words "husband and wife as community property" or "community property."

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

- 25. Definition of the Word "Property."** For all purposes of this Agreement, the word "Property" means all kinds of monies, securities, and all contracts, investments and options relating thereto, whether for present or future delivery, and all distributions, proceeds, products and accessions of all such items. This includes all such Property held, maintained or carried by Apex in any manner.
- 26. Legal Process Affecting My Account.** If legal action such as an attachment, garnishment, levy or other state or federal legal process ("Legal Process") is brought against My Account, AIS may refuse to permit (or may limit) withdrawals or transfers from My Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such Legal Process, AIS has first claim to any and all funds in My Account. AIS will not contest on My behalf any such Legal Process and may take action to comply with such Legal Process as it determines to be appropriate in the circumstances without liability to Me, even if the legal process purports to affect the interest of only one owner of a joint account and even if any funds AIS may be required to pay out leaves insufficient funds to pay a check I have written. If AIS incurs any expenses, including without limitation, reasonable attorney fees, in connection with any such Legal Process, it may charge any expenses and fees to My Account or any other account I may have with without prior notice, or it may bill Me directly for such expenses and fees. Any garnishment or other levy against My Account is subject to AIS' right of setoff and security interest.
- 27. Event of Death.** It is further agreed that in the event of My death or the death of one of the joint account holders, the representative of My estate or the survivor or survivors must immediately give AIS written notice thereof, and AIS may, before or after receiving such notice, take such action, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the Account

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

- 28. Tax Advice and Tax Reporting.** Under no circumstance does AIS provide tax advice and I may not rely on any representations made by AIS relating to tax matters. The proceeds of sales transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law.
- 29. Information Accuracy.** I (A) certify that the information contained in this Agreement, the account application, and any other document that I furnish in connection with My Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing AIS to extend credit is a federal crime; (B) authorize AIS to contact any individual or firm noted herein or on the documents referred to in subsection (A) of this Section and any other normal sources of debit or credit information; (C) authorize anyone so contacted to furnish such information to AIS as it may request; and (D) agree that this Agreement, the account application and any other document I furnish in connection with My Account is AIS property, as the case may be. I will promptly advise AIS of any changes to the information in such agreements and documents in writing within ten days. AIS may retain this Agreement, the account application, and all other such documents and their respective records at its sole discretion, whether or not credit is extended.
- 30. W-9 and FATCA Certification.** Under penalties of perjury, I certify that the taxpayer identification number indicated on the account application is My correct taxpayer identification number. Unless I have informed AIS differently, I certify that I am not subject to backup withholding, and I am a U.S. Person (including a U.S. resident alien). Any FATCA code(s) (if any) indicating that I am exempt from FATCA reporting is correct.
- 31. Credit Information and Investigation.** I authorize AIS to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, AIS agrees to provide Me a copy of any report so obtained.
- 32. Customer Authentication.** I authorize My wireless carrier to use or disclose information about My account and My wireless device, if available, to AIS or its service provider for the duration of My business relationship, solely to help them identify Me or My wireless device and to prevent fraud. I have reviewed the Ally Privacy Notice and understand how AIS treats My data.

**33. Equity Orders and Payment For Order Flow.** SEC rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker or dealer from any broker or dealer in return for directing orders. AIS transmits customer orders for execution to various exchanges or market centers based on a number of factors. These may include size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. Certain of the market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. While a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments and/or credits received by AIS in connection with any specific transactions will be furnished upon written request.

**34. Free Credit Balances.** I consent to participate in Apex's FDIC-Insured Sweep Program (the "Program"), and consent to AIS and/or Apex placing or investing (i.e., "sweeping") the cash balance (also known as a "free credit balance") in My Account into FDIC-insured bank deposit account(s) with participating banks in the Program (the "Program Banks"), or into such other accounts or arrangements as AIS and/or Apex may make available from time to time. The Program is subject to and controlled by the terms of this Agreement and the Terms and Conditions of the Program. I understand that if I wish to not participate in the Program and to not have My free credit balances automatically placed or invested into the Program, I must contact AIS at 1-855-880-2559 or provide written notice to AIS. I further understand that AIS and/or Apex may change, modify, delete, or replace the products in the Program from time to time in its/their discretion and that, in such case, I will receive advance notice as required by law. With respect to any cash balance that is automatically transferred to an account at a Program Bank, I agree that I am solely responsible for monitoring My balances with the Program Banks, both held through and outside the Program, to determine whether I have total deposits held in the same capacity at any Program Bank in excess of the FDIC deposit insurance limit. Balances held through the Program at Program Banks are insured by the FDIC up to the applicable limit, per Program Bank, but are not insured by SIPC nor are they obligations of AIS and/or Apex. AIS and/or Apex may, without notice, withdraw or redeem My deposits or holdings to the extent necessary to satisfy any debits arising in any of My Accounts. I understand that AIS and Apex are not obligated to pay interest on any free credit balance in My Account. I further understand that My free credit balance may be deposited with Ally Bank, an affiliate of AIS, and AIS may receive from Apex rebates or other compensation derived from My margin debt balances, money market accounts, or free credit balances. I also understand that the free credit balance in My account may be held in an account held by Apex at Ally Bank. I understand that free credit balances provide a relatively low-cost source of funds for AIS, Apex, and Ally Bank and thus help contribute to their profitability.

**35. Fees and Charges.** I understand that there are charges for commissions and fees for executing buy and sell orders and for other services provided under this Agreement. I also agree to pay all applicable

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

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

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

I certify and warrant that: (a) any bank account information I have provided or will provide in connection with EFTs is and will be correct; (b) I have not been notified that any EFT Bank Account is subject to backup withholding, and I will not specify as an EFT Bank Account any bank account for which I have been so notified; (c) all funds credited to, or debited from, any EFT Bank Account are My funds and no EFT Bank Account shall be used for funds belonging exclusively to any third party; (d) I am of legal age to give this authorization; (e) no other person is required to give authorization for a withdrawal from

any EFT Bank Account; (f) I will not initiate any EFTs that would exceed or otherwise violate limitations on deposits into or withdrawals from an applicable EFT Bank Account that are imposed by the depository institution holding such account; and (g) that I am an authorized signer on all EFT Bank Accounts.

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

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

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

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

- (A) Use and Purpose. For security reasons, AIS may limit the amount or number of EFTs in My Account. If AIS suspects that I have used any EFT to conduct an illegal transaction, AIS reserves the right to terminate My ability to conduct future EFTs. AIS reserves the right to decline any EFT request at any time, even if there is sufficient spending power available in My Account to settle the transaction, if, in its sole discretion, it believes that a transaction is for an improper purpose, is fraudulent, or is otherwise not within the terms of the service as set forth in this Agreement. AIS will not be liable for any incidental or consequential damages incurred by Me or any other person as a result of declining any EFT request.
- (B) Available to Withdraw. My spending power may fluctuate from day to day because it is dependent upon changes in the available cash balance (and, in the case of margin accounts, available margin spending limits) in My Account. Promptly after AIS is notified of an EFT request, My spending power is reduced. I promise not to make an EFT transaction that exceeds My spending power. If I attempt to make such a transaction, the transaction will likely be declined. If, for any reason, such transaction is not declined, I agree to be responsible for such transaction to the full extent permitted under any applicable agreement I have with AIS or Apex.



- (C) Payment for EFTs. Each business day, AIS will receive notice of any ACH transactions I have initiated in My Account. Funds will automatically be withdrawn from My Account to satisfy any debits that are settling that day. I authorize AIS to charge My Account in order to pay for EFTs that I initiate through any EFT Bank Account, whether via ACH or otherwise. Each transaction shall be considered to be My direction to AIS to charge My Account in order to settle the EFT transaction I initiated. When I make a payment using an EFT, the charge or reduction to My spending power generally occurs immediately upon receipt by AIS of the request.
- (D) Payment of Items. All ACH transactions will be accumulated on each day that the Nacha system is operating and settled in any order AIS chooses. AIS will debit or credit My Account in the transaction amount on the day a transaction settles, including any fees or other charges associated with the transaction. For each EFT to My bank account at Ally Bank, AIS will generally debit or credit My Account upon receipt of such EFT request. If I do not have a sufficient available cash balance at the time a transaction settles, if I have a margin account, AIS will settle the transaction by increasing My current margin debit (if any), up to My margin spending limit. If I do not have sufficient spending power to settle an EFT, AIS will decline the request. If AIS inadvertently approves or settles an EFT for which I lack sufficient spending power, I hereby authorize AIS to attempt to reverse the transaction. If AIS is unable to do so, I understand that I will be liable for the full amount of the EFT, even if it exceeds My spending power at the time of settlement. I understand that margin transactions carry substantially increased risk, including the risk that AIS may be obligated to liquidate My Account in part or whole if it falls below its minimum maintenance margin level, and that I will be charged interest on any margin debit incurred. I understand that AIS generally will not issue margin calls in connection with margin deficiencies and that I may not be able to transfer funds into My Account quickly enough to prevent liquidation in the event that My Account falls below maintenance margin requirements on either an intraday or overnight basis. I understand that the Margin Account Agreement and Disclosure has details about the risks of margin trading and AIS' policies in connection with margin deficits, margin calls, and liquidation.
- (E) Limitations on Frequency and Dollar Amounts of Transactions. For security reasons, AIS may further limit the number or dollar amount of EFTs I can make per day, or the maximum amount of any single EFT.
- (F) Recurring Transactions. If I intend to engage in recurring transactions, I should monitor My balance and ensure I have funds available in My Account to cover the transactions. "Recurring transactions" are transactions that I authorized in advance to be charged to My Account at substantially regular intervals. AIS is not responsible if a recurring transaction is declined because I have not maintained a sufficient balance in My Account to cover the transaction. If I have authorized a third party to make a recurring transaction and I do not expect to have sufficient spending power in My Account to cover the transaction, I also should contact the applicable third party in order to stop the recurring transaction.

If I've scheduled a one-time or recurring EFT, I can stop any such EFT by calling or writing AIS using the contact information in Section 42(A) in time for AIS to receive My request, and no later than

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

- (G) Authorization to Share Information with Third Parties. AIS will not reveal any information to third parties about My Account or any transaction information in connection with My EFT transactions, EXCEPT I hereby authorize AIS to share information concerning such transactions: (1) with its affiliates and agents for the purpose of servicing EFT transactions; (2) as necessary to complete such transactions or provide Me with other services; (3) with any other persons and entities if for the purpose of resolving disputes arising from EFT transactions; and (4) under any other circumstances contemplated by the Ally Privacy Notice.
- (H) Liability. I should tell AIS AT ONCE if I believe that an EFT has been made in My Account without My permission. I understand that telephoning is the best way of keeping My possible losses down and that the toll-free number to call is (855) 880-2559.

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

If I do not tell AIS within 60 calendar days after the statement showing the first unauthorized transaction was made available, I may not get back any money I lost after the 60 days if AIS can prove that it could have stopped someone from taking the money if I had told them in time. If a good reason (such as a long trip or a hospital stay) kept Me from informing AIS, the time period may be extended.

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

- (I) Error Resolution and Unauthorized Transfers. In the case of errors or questions about electronic funds transfers, I should telephone AIS at (855) 880-2559, or write AIS at Ally Invest Securities, P.O. Box 30248, Charlotte, NC 28230, or log into My Account as soon as I can and engage in a chat with

an AIS customer service representative. AIS must hear from Me no later than 60 calendar days after the FIRST statement showing the error becomes available. When I contact AIS, I will: (1) state My name and Account number; (2) describe the error or the transfer I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and (3) state the dollar amount of the suspected error. If I report an unauthorized transaction orally, AIS may require a written statement within 10 business days.

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

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

### **37. ARBITRATION.**

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

- (I) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- (II) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- (III) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- (IV) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.**
- (V) THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- (VI) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- (VII) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

- (B) NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION, OR WHO IS A MEMBER OF A PUTATIVE**

CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

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

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

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

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

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

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

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

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

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

**40. API.** AIS may, in its sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the "API Package") (such third parties, "API Licensees"), to make available certain features and functionality of AIS' mobile applications, websites, or technology platform via the API Licensees' products (such products, the "Licensee Products"). If I choose to use an API Package, I agree that the API Package may employ security, policies, procedures, and systems of third-party providers which may nor may not be as stringent and secure as those of AIS.

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

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

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

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

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

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

- (B) Ratification. I hereby ratify and confirm all transactions made and entered into with AIS and Apex.
- (C) Headings. The heading of each provision hereof is for descriptive purposes only and will not be (i) deemed to modify or qualify any of the rights or obligations set forth herein or (ii) used to construe or interpret any of the provisions hereunder.
- (D) Binding Effect; Assignment. This Agreement binds My heirs, assigns, executors, successors, conservators and administrators. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining AIS' prior written consent. AIS may assign, sell or transfer My Account and this Agreement, or any portion thereof, at any time, without My prior consent.
- (E) Severability. If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions will be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement will continue in full force and effect.
- (F) Entirety of Agreement. This Agreement, any attachments hereto, and other agreements and policies referred to in this Agreement (including, but not limited to, the website postings listed below) and the terms and conditions contained in My Account statements and confirmations contain the entire agreement between AIS and Me; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between AIS and Me, provided,

however, that any and all other agreements, if any, between AIS and Me, not inconsistent with this Agreement, will remain in full force and effect.

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

- (G) Amendment. AIS may at any time amend this Agreement without prior notice to Me. The current version of the Agreement will be posted on the AIS website and My continued Account activity after such amendment constitutes My agreement to be bound by all amendments to the Agreement, regardless of whether I have actually reviewed them. Continued use of AIS' website or services after such posting will constitute My acknowledgment and acceptance of such amendment. I agree to regularly consult the AIS website for up-to-date information about AIS services and any modifications to this Agreement. AIS is not bound by any oral statements that seek to amend the Agreement.
- (H) Termination. AIS may terminate this Agreement, or close, deactivate or block access to My Account at any time in its sole discretion. If an Account is managed by Ally Invest Advisors Inc. and the advisory agreement applicable to such Account is terminated for any reason, I understand that AIS will close, and this Agreement will terminate with respect to, such Account. I will remain liable to AIS for all obligations incurred in My Account or otherwise, whether arising before or after termination. I may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of My Account.
- (I) No Waiver; Cumulative Nature of Rights and Remedies. AIS' failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on its part to exercise any power or right given in this Agreement, or a continued course of such conduct on its part, will at no time operate as a waiver of such power or right, nor will any single or partial exercise preclude any other further exercise. All rights and remedies given to AIS in this Agreement are cumulative and not exclusive of any other rights or remedies to which it is entitled.
- (J) Domestic Customers Only. The products and services described on the AIS website and mobile application are only offered in jurisdictions where they may be legally offered. Nothing on the AIS website or mobile application constitutes an offer or solicitation of securities, products, or services in any jurisdiction where their offer or sale is not qualified or exempt from registration. I understand that AIS products and services are intended for U.S. customers only and may or may not be offered or available in other countries. I understand that AIS, at its sole discretion may accept unsolicited accounts from a non-U.S. resident, depending on the country of residence and other factors. I understand that AIS is based in the United States and that it accepts only U.S. currency in its customer accounts.

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

**BY MY PHYSICAL SIGNATURE ON THE ACCOUNT APPLICATION OR BY MY ELECTRONIC SIGNATURE ON THE ONLINE ACCOUNT APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 37.**





Ally Invest  
PO Box 30248  
Charlotte, NC 28230  
T: 1 855 880 2559  
F: 1 866 659 0563

## **Ally Invest Online Services Agreement (“OISA” Or “Online Investing Terms And Conditions”)**

This Ally Invest Online Services Agreement, as amended from time to time, (“Agreement”) governs your use of and access to Ally Invest Securities LLC, Ally Invest and Ally Invest Advisors Inc. (collectively “Ally Invest”) online services. Please read and download, save, and/or print a copy for your records. If you have any questions, you can speak directly with Customer Care by calling 855-880-2559, or visit [www.ally.com/invest](http://www.ally.com/invest).

Please read this Agreement carefully. This Agreement includes, among other things:

1. Acceptance of Terms
2. Description of Service
3. General Rules and Obligations
4. Use of Social Media
5. Restricted Access
6. Privacy Policy
7. Ownership of Account and Security
8. Disclaimer of Warranties
9. Limitation of Liability
10. Other Exclusions and Limitations
11. Indemnity
12. U.S. Government Restricted Rights
13. General
14. Links
15. Modifications to Service
16. Violations
17. Revisions

### **1. Acceptance of terms**

These terms apply to the use of the websites owned by Ally Financial Inc. and operated by its affiliates Ally Invest. Your use of the Ally Invest websites (the “Service”), and all Ally Invest online tools, is subject to these ONLINE INVESTING TERMS AND CONDITIONS. Ally Invest reserves the right to update and change the ONLINE INVESTING TERMS AND CONDITIONS from time to time without notice or acceptance by you. By using the Service, you (“You”, “Your”, the “User”) signify your irrevocable acceptance of these ONLINE INVESTING TERMS AND CONDITIONS.

### **2. Description of service**

The Service may include or make available the following (collectively, “Content”):

- (a) account positions, balances, transactions, history;
- (b) general news and information, commentary, research reports and data concerning the financial markets, securities, and other subjects;
- (c) market data such as quotations for securities and/or last sale information for completed transactions reported in accordance with federal regulations;
- (d) financial and investment interactive tools, such as alerts or calculators;
- (e) access to blogs, wikis, online conferences, telecasts, webinars, podcasts, bulletin boards and other public forums;
- (f) bill payment, account management tools, and information that may be needed for tax preparation; and
- (g) investment advice tools.

Some of the Content is supplied by companies or individuals that are not affiliated with Ally Invest (“Content Providers”). Most Content from the Content Providers is available through framed areas or through hyperlinks to the Service and Information Provider’s web sites.

### **3. General rules and obligations**

By using the Service, you are indicating your acceptance, without modification, of the disclaimers, terms and conditions set forth in this document, which apply equally to Ally Invest and to the Content Providers. Customers of Ally Invest who open an investment account are granted additional levels of access to the website and their relationship with Ally Invest is governed by additional agreements and terms of use.

In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Ally Invest to provide the Service. You also understand and agree that the service may include certain communications from Ally Invest, such as service announcements and administrative messages, and that these communications are considered part of Ally Invest membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new feature that augments or enhances the current Service, including the release of new Ally Invest properties, shall be subject to the ONLINE INVESTING TERMS AND CONDITIONS. You agree not to access the Service by any means other than through the interfaces that are provided by Ally Invest for use in accessing the Service. Should you choose to do so, Ally Invest disclaims all responsibility in regard to the results.

Content is provided on an "as is," "as available" basis, and neither Ally Invest nor the Content Providers make any representations as to the suitability of the Service or the materials for any purpose. Ally Invest and the Content Providers expressly disclaim any and all warranties, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability and accuracy with respect to the service and the materials.

Content posted on the Ally Invest website is published as of its stated date or, if no date is stated, the date of first posting. Neither Ally Invest nor the Content Providers have undertaken any duty to update any such information.

Ally Invest provides self-directed investors with discount brokerage services and does not make recommendations or offer investment advice through the Service except for those clients bound by an advisory agreement that receive advice directly from Ally Invest Advisors. You are solely responsible for evaluating the merits and risks associated with the use of any Content on the website before making any decisions based on such Content. You agree not to hold Ally Invest or the Content Providers liable for any possible claim for damages arising from any decision you make based on information made available to you through this Service.

The Content, investment products and services offered on the Web sites are intended for U.S. residents only. They shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

Ally Invest does not prepare, edit, or endorse Content from Content Providers. Ally Invest does not guarantee its accuracy, timeliness, completeness or usefulness, and is not responsible or liable for any content, advertising, products, or other materials on or available from third party sites. Use of the Content from Content Providers is at your own risk.

Any price quotes may be delayed twenty (20) minutes or longer, according to the rules and regulations applicable to Exchanges and Content Providers. Neither Ally Invest nor the Content Providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes. Neither Ally Invest nor the Content Providers make any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investment.

Content is provided exclusively for personal and noncommercial access and use. The Ally Invest, or Content Providers' company names and logos and all related product and service names, design marks and slogans are the property of the respective company or its affiliates. You are not authorized to use any such name or mark in any advertising, publicity or any other commercial manner. You may not modify, copy, distribute, publish, license or sell any proprietary content or any derivative work based on such content.

Ally Invest and/or the Content Providers may discontinue or modify any category of Content at any time. You release and agree to indemnify and hold harmless Ally Invest and the Content Providers for any loss or damages that may result.

By using the Web sites, you consent to any form of recording and retention of any communication, information and data exchanged between you and Ally Invest or its representatives or agents.

With respect to any additional software that may be made available by Ally Invest in connection with the Service, if you elect to download or access such additional software, you understand that you may have to agree to additional terms and conditions before you use such software.

#### **4. Use of social media**

You acknowledge that you alone are responsible for evaluating the merits and risks associated with the use of Ally Invest systems, services or products. You understand that all investments involve risk, losses may exceed the principal invested, and the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns. You acknowledge that you have read, understood and accepted the disclosures and these ONLINE INVESTING TERMS AND CONDITIONS that apply to your use of Ally Invest's website and the Services. You understand that for any questions or concerns regarding a particular trade, service or transaction related to an Ally Invest investment account, you must contact Ally Invest customer service directly. You acknowledge that service questions posed via Social Media may not be handled as promptly as through core service channels during our posted business hours.

You understand that certain regulations prevent Ally Invest from publicly responding to individual customer issues. Your complaints or grievances, relative to a specific transaction or service of Ally Invest, posted on the Social Media may be removed by Ally Invest from public view and addressed through private correspondence with You and in accordance with Financial Industry Regulatory Authority ("FINRA"), and Securities and Exchange Commission ("SEC") regulations for customer complaints. For any questions or concerns regarding a particular trade, service or transaction, you must contact Ally Invest customer support directly.

#### **5. Restricted access**

In order to use certain parts of the Service, you must be an Ally Invest customer who has obtained a valid Ally online ID ("Customer"). To open an account, you must provide Ally Invest with certain personal information ("Account Data"). You will choose a password and account designation during the Service's account opening process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Ally Invest of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Ally Invest shall not be liable for any loss or damage arising from your failure to comply with this Section 5. In consideration of use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's account opening and account maintenance processes, and (b) maintain and promptly update your Account Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Ally Invest has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Ally Invest has and retains the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Account holders under 18 years of age are not permitted.

#### **6. Privacy policy**

Account Data and certain other information about you are subject to Ally Financial's privacy policy, the terms of which are located on Ally's websites and are incorporated into this ONLINE INVESTING TERMS AND CONDITIONS by reference.

#### **7. Ownership of account and security**

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account. You agree to immediately notify Ally Invest of any unauthorized uses of the account or any other breaches of security. Ally Invest cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will Ally Invest be liable, in any way, for any acts or omissions by a Customer User or any other site visitor, including any damages of any kind incurred as a result of such acts or omissions.

#### **8. Disclaimer of warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALLY INVEST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(B) ALLY INVEST WILL MAKE REASONABLE EFFORTS TO MAINTAIN THE SERVICE; HOWEVER, ALLY INVEST IS NOT RESPONSIBLE FOR ANY DAMAGE, LOSS OF DATA, CUSTOMER INFORMATION OR VENDOR DATA, REVENUE, OR OTHER HARM TO BUSINESS ARISING OUT OF DELAYS, MISDELIVERY OR NONDELIVERY OF INFORMATION, RESTRICTION OR LOSS OF ACCESS, BUGS OR OTHER ERRORS, UNAUTHORIZED USE DUE TO YOUR SHARING OF ACCESS TO THE SERVICE OR FAILURE TO PROPERLY PROTECT YOUR LOG IN INFORMATION, OR OTHER INTERACTION WITH THE SERVICE. ALLY INVEST DOES NOT WARRANT THAT (I) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

(C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE ONLINE INVESTING TERMS AND CONDITIONS.

(E) ANY "MORAL RIGHTS" IN POSTED MATERIAL HAVE BEEN WAIVED.

### **9. Limitation of liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ALLY INVEST SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, REPORTED EARNINGS, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ALLY INVEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE.

You will not hold Ally Invest and/or Content Providers liable in any way for:

- (a) any inaccuracy of, error or delay in, or omission of the Content; or
- (b) any loss or damage arising from or occasioned by: i) any error or delay in the transmission of such Content, ii) interruption in any such Content due to any negligent act or omission by any party to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other acts of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction), or iii) any other cause beyond the reasonable control of Ally Invest and/or Content Providers, or iv) non-performance.

### **10. Other exclusions and limitations**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 9 AND 10 MAY NOT APPLY TO YOU. IN SUCH STATES, ALLY INVEST'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

### **11. Indemnity**

You agree to indemnify and hold Ally Invest and its parents, subsidiaries, affiliates, directors, officers, agents, co-branders, the Content Providers or other partners, employees and shareholders harmless from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to - whether you are a Customer user or not - your access and/or use of, or interaction with, the Content, your use of the Service, your connection to the Service, your violation of the ONLINE INVESTING TERMS AND CONDITIONS, the infringement or violation by you of any intellectual property or other rights of any person or entity, or any act, error, or omission of your use of your account or any user of your account, in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law. The User is solely responsible for his or her actions when using the Service, including, but not limited to, costs incurred for Internet access.

### **12. U.S. Government restricted rights**

The materials on the Service are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the U.S. Government constitutes acknowledgment of Ally Invest's proprietary rights in them, as applicable.

### **13. General**

- (a) Notices to you may be made via either electronic mail or regular mail.
- (b) The Service may also provide notices of changes to the ONLINE INVESTING TERMS AND CONDITIONS or other matters by displaying notices or links to notices to you generally on the Service.
- (c) The ONLINE INVESTING TERMS AND CONDITIONS and the relationship between you and Ally Invest shall be governed by the laws of the State of New York without regard to its conflict of law provisions.
- (d) You and Ally Invest agree to submit to the personal and exclusive jurisdiction of the courts located within the State of New York.

(e) The failure of Ally Invest to exercise or enforce any right or provision of the ONLINE INVESTING TERMS AND CONDITIONS shall not constitute a waiver of such right or provision.

(f) The ONLINE INVESTING TERMS AND CONDITIONS constitute the entire agreement between you and Ally Invest and govern your use of the Service, superseding any prior agreements between you and Ally Invest (including, but not limited to, any prior versions of the ONLINE INVESTING TERMS AND CONDITIONS). You also may be subject to additional terms and conditions that may apply when you use affiliate or other Ally Invest services, third-party content or third-party software.

(g) If any provision of the ONLINE INVESTING TERMS AND CONDITIONS or incorporated documents is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the ONLINE INVESTING TERMS AND CONDITIONS remain in full force and effect.

(h) You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the ONLINE INVESTING TERMS AND CONDITIONS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the ONLINE INVESTING TERMS AND CONDITIONS are for convenience only and have no legal or contractual effect.

#### **14. Links**

The Service and/or the Content Providers may provide, or third parties may provide, links to other Internet sites or resources. Because Ally Invest does not have any control over such sites and resources, you acknowledge and agree that Ally Invest is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Ally Invest shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with use of or reliance on, any such Content, goods or services available on or through any such site or resource. SPECIAL NOTICE: THE LINKED SITES MAY CONTAIN CONTENT AND GRAPHICS THAT CONTAIN EXPLICIT MATERIAL UNSUITABLE FOR MINORS, OR MAY OTHERWISE BE OFFENSIVE. IF YOU ENTER THESE LINKED SITES, YOU ASSERT THAT YOU ARE OF LEGAL ADULT AGE IN YOUR JURISDICTION TO VIEW SUCH MATERIALS AND THE VIEWING, READING, AND/OR DOWNLOADING OF CONTENT FROM THESE LINKED SITES DOES NOT VIOLATE THE COMMUNITY STANDARDS OF YOUR LOCALITY, CITY, TOWN, COUNTY, STATE, PROVINCE, COUNTRY OR OTHER COMMUNITY TO WHICH YOU BELONG, AND/OR FROM WHICH YOU ACCESS THESE LINKED SITES. Framing of the Web Personal Site is prohibited.

#### **15. Modifications to service**

Ally Invest reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Ally Invest shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **16. Violations**

Please report any violations of the ONLINE INVESTING TERMS AND CONDITIONS to Ally Invest by sending an e-mail to [support@invest.ally.com](mailto:support@invest.ally.com).

#### **17. Revisions**

Ally Invest may at any time revise the ONLINE INVESTING TERMS AND CONDITIONS by updating this document. You agree to be bound by subsequent revisions and agree to review the ONLINE INVESTING TERMS AND CONDITIONS periodically for changes. The most updated version of this document will always be available for your review under the Terms & Conditions link that appears on the Ally Invest website.

Ally Invest Online Services Agreement ("OISA" or "Online Investing Terms and Conditions") Version 12

Updated 20240528



Ally Invest  
PO Box 30248  
Charlotte, NC 28230  
T: 1 855 880 2559  
F: 1 866 659 0563

## Ally Invest Business Continuity Plan

Ally Invest Securities LLC (broker-dealer member [FINRA/SIPC](#)), and Ally Invest Advisors Inc. (a registered investment adviser) (collectively, “Ally Invest”) has developed a business continuity plan to address how we respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions are unpredictable, we must be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

### Contacting Us

If, after a significant business disruption, you cannot contact us as you normally would through our [web site](#) (<https://www.ally.com/invest>), Live Chat, or by phone at (855) 880-2559, you should email us at [support@invest.ally.com](mailto:support@invest.ally.com). If you cannot reach us through any of those means and require prompt access to funds and securities or trade-related assistance, you should contact our clearing firm, Apex Clearing Corporation:

Apex Clearing Corporation  
350 North St. Paul St.  
Suite 1300  
Dallas, TX 75201214-765-1001

### Our Business Continuity Plan

We plan to quickly recover and resume business operations after a significant business disruption. We will respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to continue to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, relative to the scope and severity of the disruption.

Our business continuity plan addresses:

- Data backup and recovery;
- All mission critical systems;
- Financial and operational assessments;
- Alternative communications with customers, employees, and regulators;
- Alternate physical location of employees;
- Critical supplier, contractor, bank, and counter-party impact;
- Regulatory reporting; and
- Assuring our customers’ prompt access to their funds and securities if we are unable to continue or resume business.

Our clearing firm backs up our important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our clearing firm that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within the shortest time period possible. Your orders and requests for funds and securities could be delayed during this period.

### **Varying Disruptions**

Significant business disruptions can vary in their geographic effect, such as only our firm, a single building housing our firm, a business district where our firm is located, a city where we are located, or an entire region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to an alternative location as needed and recover and resume business as quickly as possible. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area and recover and resume business as quickly as possible. In either situation, we plan to continue business operations or transfer operations to our clearing firm if necessary and notify you through our [web site](https://www.ally.com/invest) (<https://www.ally.com/invest>), Ally Mobile Application or our number (855) 880-2559 as to how to contact us. If a significant business disruption is so severe that it prevents us from remaining in business, we will prioritize enabling our customers' prompt access to their funds and securities.

For More Information - If you have questions about Ally Invest's Business Continuity Plan, you can contact us at [support@invest.ally.com](mailto:support@invest.ally.com).



## Apex US Consumer Privacy Notice

**LAST UPDATED: October 31, 2023**

This Privacy Notice describes how Apex Clearing Corporation, as part of the Apex Fintech Solutions group of companies, (“Apex,” “we,” “us,” “our”) collects, discloses, and protects your personal information. Apex carries your account as a clearing broker by arrangement with your broker/dealer or registered investment advisor as Apex’s introducing client. Please note that this notice generally applies to former customers of Apex as well as current customers.

### Personal Information Collected

In order to service your account as clearing broker, information is provided to Apex by your introducing firm who collects information from you in order to provide the financial services that you have requested. Apex also collects information from other third parties and when it provides services to you. The information may include:

- Information received from you, such as your name, address, telephone number, social security number, occupation, and income
- Information relating to your transactions, including account balances, positions, and activity
- Information which may be received from consumer reporting agencies, such as credit bureau reports
- Information relating to your creditworthiness
- Information which may be received from other sources with your consent or with the consent of your introducing firm

In addition, Apex may compile aggregate, anonymous, or de-identified data from various sources, including but not limited to accounts and transactions. This data, which Apex may use for its business purposes consistent with applicable law, does not identify individual customers.

### Sharing of Nonpublic Personal Information

Apex does not disclose your nonpublic personal information to any nonaffiliated third parties, except as required or permitted by law and for our everyday business purposes, including but not limited to any obligations of Apex under the USA PATRIOT Act, and to facilitate the clearing of customer transactions in the ordinary course of business. We may disclose all of the types of non-public personal information that we collect about you.

Apex has multiple affiliates and relationships with third party companies. Examples of these companies include financial and non-financial companies that perform services such as data processing and companies that perform securities executions on your behalf. Our affiliates include companies with an Apex or PEAK6 name and CODA Markets Inc. Apex may share information among its affiliates, as permitted by law and for our everyday business purposes, to better service your financial needs or to improve or expand our services and products.





We do not share your personal information in any manner that you have a right to limit under applicable US laws.

### **Security**

Apex implements and maintains reasonable security practices appropriate to the nature of the personal information we collect. These include administrative, technical, physical, and electronic safeguards designed to protect personal information from unauthorized or illegal access, destruction, use, modification, or disclosure. Among other things, we implement access control mechanisms to control our employees' access to systems and data, including non-public personal information.

### **Access to Your Information**

You may access your account information through a variety of media offered by your introducing firm and Apex (i.e. statements or online services). Please contact your introducing firm if you require any additional information.

### **Changes to this Privacy Notice**

Apex reserves the right to make changes to this notice.

### **How to Get in Touch with Apex about this Privacy Notice**

For reference, this Privacy Notice is available on our website at [www.apexfintechsolutions.com/privacy](http://www.apexfintechsolutions.com/privacy)

For more information relating to this Privacy Notice please contact us through one of the following channels:

#### **By Electronic Means**

Please visit the Contact Us section of our website at [www.apexfintechsolutions.com/contact-us](http://www.apexfintechsolutions.com/contact-us) and follow the instructions to contact Apex Support.

#### **By Mail**

Apex Fintech Solutions  
Attn: Privacy Department  
350 N. St. Paul St., Suite 1300  
Dallas, Texas 75201  
214-765-1055



## FACTS

### WHAT DOES ALLY DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the products or services you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ Account balances and payment history</li> <li>▪ Credit history and transaction history</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Ally chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Ally share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigation, or report to credit bureaus	YES	NO
<b>For our marketing purposes –</b> to offer our products and services to you	YES	NO
<b>For joint marketing with other financial companies</b>	YES	NO
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	YES	NO
<b>For our affiliates' everyday business purposes –</b> information about your credit worthiness	YES	YES
<b>For our affiliates to market to you –</b> information about your transactions, experiences, and credit worthiness	YES	YES
<b>For nonaffiliates to market to you</b>	NO	We don't share

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>▪ Visit us online at <a href="http://www.ally.com/privacy">www.ally.com/privacy</a>, and login to your account; or</li> <li>▪ Call us at <b>1.800.204.2197</b>, and have your full account number and zip code available.</li> </ul> <p><b>Please Note:</b> If you are a new customer, we can begin sharing your information 45 days from the date we send this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit sharing.</p>
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<b>Questions?</b>	Go to: <a href="http://www.ally.com/privacy">www.ally.com/privacy</a> .
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**Who are we****Who is providing this notice?**

Entities in the Ally family of companies, including, Ally Bank, Ally Invest Securities LLC, Ally Central Originating Lease Trust LLC, Ally Financial Lease Trust, and Ally Bank Lease Trust.

**What we do****How does Ally protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Additional information can be found at [www.ally.com/security](http://www.ally.com/security).

**How does Ally collect my personal information?**

We collect your personal information, for example, when you:

- open an account or deposit money
- apply for financing or provide account information
- pay your bills

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]

**What happens when I limit sharing for an account I hold jointly with someone else?**

Your choices will apply to everyone on your account.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Ally affiliates include financial companies such as Ally Bank, Ally Financial Inc., Ally Financial Lease Trust, Ally Bank Lease Trust, Ally Invest Securities LLC, and Ally Invest Advisors Inc. Ally's affiliates also include nonfinancial companies such as MIC Property and Casualty Insurance Corporation.

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Ally does not share with nonaffiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Ally's joint marketing relationships can include automobile dealerships, insurance companies, and brokers.

**Other important information**

**California Residents.** We will not share information we collect about you with non-affiliated third parties, except as permitted by law, such as to process your transactions or to maintain your account. We also send California residents a California notice for additional choices.

**Vermont Residents.** We will not share information we collect about you with non-affiliated third parties, except as permitted by law, such as to process your transactions or maintain your account. We may share your information with our affiliates, so they may market to you. However, we will not share information about your credit worthiness with affiliates. Additional information concerning Ally's privacy policies can be found at [www.ally.com/privacy](http://www.ally.com/privacy) or by calling **1.800.204.2197**.

**Nevada Residents.** Nevada law allows us to make marketing calls to our existing customers listed on the National Do Not Call Registry. If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call list by going to [www.ally.com/privacy](http://www.ally.com/privacy) and choosing Manage My Privacy Preferences. For more information, please contact us at: **1.888.925.2559** (Ally Auto); **1.877.247.2559** (Ally Bank); **1.855.880.2559** (Ally Invest). You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; phone: **702.486.3132**; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov).

**North Dakota Residents.** We will not share information we collect about you with non-affiliated third parties, except as permitted by law, such as to process your transactions or to maintain your account.



**PLEASE COMPLETE THE FOLLOWING INFORMATION**

To exercise your choices as a California resident, do one of the following:

- (1) Fill out, sign, and return this form to us (you may want to make a copy for your records);  
 Ally Invest  
 PO Box 380907  
 Bloomington, MN 55438-0907; or  
 (2) Call this toll-free number: 1.800.204.2197; or  
 (3) Visit us online: [www.ally.com/privacy](http://www.ally.com/privacy), and login to your account.

(Your Account Number)

(Your Name)

(Your Address)

(Your Address)

(Your City, State, Zip Code)

(Your Email Address)

**IMPORTANT PRIVACY CHOICES FOR CALIFORNIA CONSUMERS**

**You have the right to control whether we share some of your personal information.  
 Please read the following information carefully before you make your choices below.**

**Your Rights**

As a California resident, you have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control or that own or control us) and other financial companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your account(s) with us. This includes sending you information about some of our other products or services.

**Your Choices**

**Restrict Information Sharing With Companies We Own or Control or That Own or Control Us (Affiliates):**

Unless you say "no," we may share personal and financial information about you with our affiliates.

NO, please do not share personal and financial information about me with your affiliates.

**Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products and Services:** Unless you say "no" we may share personal and financial information about you with other financial companies for joint marketing purposes.

NO, please do not share personal and financial information about me with other financial companies for joint marketing purposes.

**Time Sensitive Reply**

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with our affiliates and/or with other financial companies for joint marketing purposes.

Signature: \_\_\_\_\_