



## Synapse Brokerage LLC Customer Agreement

Please retain for Your records

### 1. Introduction.

This Customer Agreement (“**Customer Agreement**”) sets out the terms and conditions pursuant to which Synapse Brokerage LLC and our agents and assigns (the “**Broker**”) open one or more accounts on Your behalf (each, an “**Account**”). You represent and agree to the terms set forth in this Customer Agreement. The Broker, Synapse Financial Technologies, Inc., its affiliates, and subsidiaries (collectively, “**Synapse**”) provide certain technologies and services to third-party financial technology firms (“**Platform Operator(s)**”) to allow their users access to banking or other financial services from one or more financial institutions through their websites and/or mobile applications (each a “**Platform**”). In this Customer Agreement, “**Customer**”, “**You**” or “**Your**” (or similar) refer to the Account owner, and “**we**”, “**us**” or “**our**” (or similar) refers to Synapse. References to this “**Customer Agreement**” include these terms and conditions as well as any other agreements or disclosures that apply to Your Account, each as amended or supplemented from time to time.

**YOU UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS CUSTOMER AGREEMENT GOVERN ALL ASPECTS OF YOUR RELATIONSHIP WITH THE BROKER REGARDING YOUR ACCOUNT. YOU REPRESENT THAT YOU HAVE OR WILL CAREFULLY READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS CUSTOMER AGREEMENT AND THE [SYNAPSE TERMS OF SERVICE](#). IF YOU HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS CUSTOMER AGREEMENT, YOU MAY EMAIL [BROKERAGE@SYNAPSEFI.COM](mailto:BROKERAGE@SYNAPSEFI.COM). YOU UNDERSTAND THAT YOUR CONTINUOUS USE OF YOUR ACCOUNT WILL LEGALLY BIND YOU TO THE TERMS AND CONDITIONS OF THIS CUSTOMER AGREEMENT. BY ENTERING INTO THIS CUSTOMER AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF THE SYNAPSE [PRIVACY POLICY](#). YOU UNDERSTAND THAT THIS CUSTOMER AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY THE BROKER, WITH REVISED TERMS POSTED ON THE PLATFORM AND/OR ON THE SYNAPSE WEBSITE AT [WWW.SYNAPSEFI.COM/LEGAL](http://WWW.SYNAPSEFI.COM/LEGAL). YOU AGREE TO CHECK FOR UPDATES TO THIS CUSTOMER AGREEMENT. YOU UNDERSTAND THAT BY CONTINUING TO MAINTAIN A BROKERAGE ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS CUSTOMER AGREEMENT, THAT YOU ARE ACCEPTING THE TERMS OF THE REVISED CUSTOMER AGREEMENT, THAT YOU WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS, AND THAT YOU AUTHORIZE SYNAPSE TO**

**ACCEPT ALL INSTRUCTIONS PROVIDED TO SYNAPSE BY THE PLATFORM OPERATOR. IF YOU REQUEST OTHER SERVICES PROVIDED BY THE BROKER THAT REQUIRE YOU 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 CUSTOMER AGREEMENT. YOU ALSO UNDERSTAND THAT BY OPENING AN ACCOUNT YOU HAVE ACKNOWLEDGED THAT THIS CUSTOMER AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 25 HEREIN.**

**By entering into this Customer Agreement, You acknowledge receipt of the Broker's [Customer Relationship Summary \(Form CRS\)](#), [Terms of Service](#), and [Privacy Policy](#) and [Privacy Notice](#), which are incorporated by reference into this Customer Agreement. The disclosure documents are accessible on the Broker's website by accessing the [Disclosure Library](#) page.**

**Capitalized terms not defined herein shall have the meanings ascribed to them in the Synapse Terms of Service and any schedule attached thereto (collectively, the "Terms of Service").**

**Access to your Account and the services offered under this Customer Agreement is limited to the extent provided herein and to Your use of the Platform, unless notified otherwise.**

## **2. Capacity and Status.**

If an individual, You are of legal age under the laws of the jurisdiction where You reside and authorized to enter into this Customer Agreement. If an entity, You are duly formed, validly existing and in good standing in Your jurisdiction of organization, have full power and authority to enter and perform this Customer Agreement, and the persons signing the Agreement are fully authorized to act on Your behalf. No person, except You (or any person named in a separate agreement or joint account), has any interest in the Account opened pursuant to this Customer Agreement. Except as otherwise disclosed to the Broker in writing, neither You nor any member of Your 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, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. You understand and agree that You are obligated to promptly notify the Broker in writing if You or a member of Your immediate family becomes registered or employed in any of the above-described capacities. You further agree to promptly notify the Broker in writing if You are now or if You become: (i) registered or qualified with the Financial Industry Regulatory Authority, Inc. ("**FINRA**"), the Securities and Exchange Commission ("**SEC**"), the Commodities Futures Trading Commission ("**CFTC**"), any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) an "investment adviser" as that term is defined in Section 201(11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that act); (iii) employed by a bank or other organization exempt from registration under federal and state securities laws to perform functions that would require You to be so registered or qualified if You were to perform such functions for an

organization not so exempt; or (iv) an officer, director or 10% stockholder of any publicly traded company.

### **3. Your Representations and Warranties.**

You represent and warrant that:

- a) The Account is not maintained by a current or former Politically Exposed Person or Public Official (includes U.S. and Foreign Individuals).
- b) This brokerage account is not maintained by a Foreign Financial Institution as defined by Title 30 of the Code of Financial Institution as defined by Title 30 of the Code of Federal Regulations.
- c) This brokerage account is not a Foreign Bank organized under foreign law and located outside of the United States as defined by Title 31 of the Code of Federal Regulations.
- d) You have carefully reviewed, understand, and agree to the terms and provisions of the following: Synapse's Customer Relationship Summary (Form CRS), Synapse's Terms of Use, Synapse's Terms of Service, Synapse's Privacy Policy, and Synapse's Business Continuity Statement.
- e) All information provided in this application is accurate. The Broker can rely on and are authorized to verify this information, and You will promptly notify the Broker of any changes.
- f) You consent to receive all future brokerage account information electronically.
- g) By signing below electronically, it is equivalent to Your written signature, and You understand that You are entering into legal agreements.
- h) You acknowledge and agree that Synapse did not directly solicit You to open a brokerage account.
- i) You agree to notify the Broker promptly regarding any change in the information provided on this application.

### **4. Authorization.**

You understand that Your Account is self-directed. Accordingly, You appoint the Broker as Your agent for the purpose of carrying out Your directions to the Broker in accordance with the terms and conditions of this Customer Agreement and any attendant risks with respect to activities associated with Your Account. The Broker is authorized to open or close Your Accounts and take such other steps as are reasonable to carry out Your directions. All cash balance transfers and other transactions will be effected only on Your order or the order of Your authorized delegate. You understand the Broker provides brokerage services through the Platform. You agree to receive and transmit financial information through such electronic means. Your use or Your grant of access to Your Account to any third-party to access information or transfer cash balances held in Your Account is solely at Your risk. You further understand and acknowledge that unless the Broker receives a written objection from You, You authorize the Broker to provide Your information, including without limitation, Your name, address, cash balances, and other relevant financial and personal information ("**Customer Information**") to the Broker's affiliates and other third parties providing You services through the Platform.

### **5. Customer Representations and Responsibilities.**

- A. Self-directed Account. You understand that Your Account is self-directed, and so You are solely responsible for any and all activities in relation to Your Account and that all actions entered by You or on Your behalf are unsolicited and based on Your own decisions or the decision of Your duly authorized representative or agent. Accordingly, You agree that neither the Broker nor any of its employees, agents, principals, or representatives:
- 1) provide investment advice in connection with this Account;
  - 2) recommend any security, transaction, transfer, or order;
  - 3) solicit orders or transfers; and
  - 4) To the extent research materials or similar information are available through the Platform or the websites of any entity controlled by, controlling, or under common control with the Broker (such entity, an "**Affiliate**"), You understand that these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any securities transactions or to engage in any investment strategies.
- B. Information Accuracy. You: (i) certify that the information contained in this Customer Agreement, the Customer Information, and any other document furnished to the Broker in connection with Your Account(s), including information provided by the Platform Operator, is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing the Broker to extend credit is a federal crime; (ii) authorize the Broker to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to the Broker as may be requested; and (iv) agree that this Customer Agreement, the account application and any other document furnished in connection with Your Account is the Broker's property, as the case may be. At the time of account opening and at any time while Your Account is open, You authorize the Broker to make any inquiries we consider necessary to validate and/or authenticate Your identity and information You provided against third-party databases or through other sources. This may include asking You for further information and/or documentation about Your identity or account usage or requiring You to take steps to confirm Your email address, mobile telephone number or financial information. We may also request copies of Your driver's license and/or other identifying documents. You shall promptly advise the Broker of any changes to the information in such agreements and documents in writing within ten (10) calendar days. You authorize the Broker to obtain reports and to provide information to others concerning Your creditworthiness and business conduct. Upon Your request, the Broker agrees to provide You a copy of any report so obtained. The Broker may retain this Customer Agreement, the Account application, and all other such documents and their respective records at the Broker's sole discretion, whether or not credit is extended.
- C. Account Defaults. Your Account comes with many defaulted service instruction features and preferences. You understand that You are not required to use these defaulted options or preferences and that once Your Account is approved and opened, You have the sole discretion to

control and adjust such defaulted service preferences that related to Your Account.

- D. Assistance by the Broker. You understand that when requesting assistance from the Broker or its employees, it will be limited to the functionality or the services and, if requested by You, to the entry by the Broker or its employees of variables provided by You, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.
- E. No Tax or Legal Advice. You understand that the Broker does not provide tax or legal advice.
- F. Electronic Access.

- (1) You are solely responsible for keeping Your Account numbers, username, and password ("**PINs**") confidential and will not share this information with third parties;
- (2) You agree and accept full responsibility for monitoring and safeguarding Your Accounts and access to Your Accounts;
- (3) You agree to immediately notify the Broker in writing, delivered via e-mail and a recognized international delivery service, if You becomes aware of: (i) any Loss, theft, or unauthorized use of Your PINs or Account numbers; (ii) Your failure to receive any communication from Broker indicating that an order was received, executed or cancelled, as applicable; (iii) Your failure to receive an accurate written confirmation of an order, execution, or cancellation, as applicable; (iv) Your receipt of confirmation of an order, execution or cancellation, which You did not place, as applicable; (v) any inaccurate information in or relating to Your Account balances, deposits, withdrawals, or transaction history; or (vi) any other unauthorized use or access of Your Account;
- (4) Each of the events described in subsection (3) above shall be deemed a "**Potential Fraudulent Event**". The use and storage of any information including Your Account numbers, PINs, portfolio information, transaction activity, Account balances and any other information or orders available on Your wireless, web-enabled cellular telephone or similar wireless communications device (collectively, "**Mobile Device**") or Your personal computer is at Your own risk and is Your sole responsibility. You represent that You are solely responsible for and have, authorized any orders or instructions appearing in, originating from, or associated with Your Account, Your Account number, username and password, or PINs, as applicable. You agree to notify the Broker immediately after You discover any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. Upon request by the Broker, You agree to report any Potential Fraudulent Event promptly to legal authorities and to provide the Broker a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and the Broker in any investigation of any Potential Fraudulent Event and You will complete any required affidavits promptly, accurately and thoroughly. You also agree to allow the Broker access to Your Mobile Device, Your computer, and Your network in connection with the Broker's investigation of any Potential Fraudulent Event. You understand that if You fail to do any of these things You may encounter delays in regaining access to the

funds in Your Account. You agree to indemnify and hold the Broker, its Affiliates, and the Broker and its Affiliates' respective officers, directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event. You acknowledge that the Broker does not know when a person entering orders with Your username and password is indeed You; and

- (5) Trusted Contact Person. You understand that, pursuant to FINRA regulations, the Broker is authorized to contact the Trusted Contact Person (as defined by FINRA Rule 4512) designated for Your Account and to disclose information about Your Account to address possible financial exploitation, to confirm the specifics of Your 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 Rule 2165.

- G. Termination of Services. You understand that the Broker may discontinue Your Account, or any services related to your Account immediately by providing written notice to you.

The Broker will not tolerate any foul or abusive language, physical violence, threatening behavior, or other inappropriate conduct directed toward the Broker or its or its Affiliates' officers, employees, contractors, or customers. Any such behavior, as determined by the Broker in its sole discretion, may result in the discontinuation of your Account.

If the Broker discontinues your Account or any services related to your Account, you agree that the Broker is authorized to (i) liquidate any Property in your Account and send you any net proceeds (after satisfying any Obligations), and (ii) close your Account. This is without limitation to the Broker's other rights under this Customer Agreement or otherwise. "**Obligations**" includes all indebtedness, debit balances, liabilities, or other obligations of any kind of you to the Broker, whether now existing or hereafter arising.

The Broker will not be responsible for any Losses caused by the Broker discontinuing your Account or any services, or any liquidation of your Property, or closure of your Account, including any tax liabilities.

## 6. Account.

By using the Platform, You understand that, upon the Program Effective Date (as defined below), one or more accounts may be established for you on your behalf, including one or more omnibus accounts in the name of the Broker for your benefit (each an "**Omnibus Program Account**") maintained by one or more affiliates or partners of Synapse who offer and provide the Synapse-Enabled Services or are participants in the Program (a "**Partner Financial Institution**") as disclosed in **Schedule A** of this Customer Agreement. You understand that if your Account is Your Primary Account as defined in paragraph 7(b), You may only deposit funds into your Account in the form of USD, utilizing a credit or debit card and/or a personal bank account to the extent enabled by the Platform ("**Personal Account**"). By utilizing the tools made available to You through the Platform, You understand that You are able to deliver instructions to Synapse to transfer funds from a Personal Account of Your choosing into Your Account. You understand that the services offered by Synapse, including the Broker, are separate and distinct from the services offered by each Partner Financial Institution and that this

Customer Agreement solely governs Your relationship with Broker as it relates to Your Account.

To the extent you are provided the option to open a non-interest-bearing demand deposit account, interest-bearing demand deposit account, or interest-bearing deposit account with a Partner Financial Institution through the Platform (each a “**Deposit Account**”). You understand that your Deposit Account is not provided by or supported by Broker and is instead governed by the Deposit Account Agreement (as defined in the Terms of Service) entered into with the Partner Financial Institution that maintains your Deposit Account (the “**Deposit Bank**”), in conjunction with this Customer Agreement.

By utilizing certain of the services and functionalities made available to you on the Platform by Broker, you understand and acknowledge that you are instructing Broker to transfer your funds as it may relate to your Deposit Account, Your Account, and various Omnibus Program Accounts, as applicable. You further understand, acknowledge, and instruct Broker to facilitate transfers, as necessary, by bulk wire transfer, thereby batching transfer requests of multiple customers into a single wire transfer, initiated at the end of the relevant trading day or other time period, determined by the Broker.

## **7. Program; Transfers.**

- A. The Program. You understand that by continuing to use the Platform and opening Your Account, You are agreeing to opt-in to and enroll in the Synapse cash management program (the “**Program**”) facilitated by one or more program managers, including without limitation, Synapse, the Broker, Partner Financial Institution, and/or any third-party program manager engaged by the Broker (each a “**Program Manager**”). By participating in the Program, Your funds may be potentially eligible for enhanced FDIC insurance coverage by sweeping Your funds into the Program. Your participation in the Program also supports Your use of various Synapse-Enabled Services by providing functionality to transfer Your funds into the Program in connection with Your use of Synapse-Enabled Services. You understand that despite being enrolled in the Program, Your participation in the Program will commence upon the Program Effective Date (as defined below) and any funds You deposit through a Platform prior to the Program Effective Date will not be potentially eligible for enhanced FDIC insurance coverage under the Program.

Your participation in the Program shall commence and be effective on the Program Effective Date, as further detailed in **Schedule A**. For the avoidance of doubt, Your funds will not be eligible to potentially receive enhanced FDIC insurance in connection with the Program prior to the Program Effective Date.

By participating in the Program, You hereby represent and agree that You understand that Your funds may be transferred into the Program and withdrawn from the Program according to Your instructions. You further understand that when Your funds are withdrawn from the Program (e.g., transferred to your Account), Your funds may not be eligible to be covered under FDIC insurance. You further understand that the Program’s enhanced FDIC insurance coverage is limited by the number of participating Program Banks. Therefore, if You maintain funds in excess of the maximum FDIC insurance coverage offered

through the Program, You understand that such excess funds will not be FDIC insured.

Your access to and use of the Program is subject to the Program Disclosure attached to the Terms of Service as Schedule 1 which is incorporated by reference herein and supersedes any and all prior or contemporaneous, whether written or oral, terms, conditions, and agreements between you and Synapse as it relates to the Program. You represent and agree that you have read, understand, and agree to the Program Disclosure. You understand that when you participate in the Program, you agree to the terms of the Program Disclosure and related disclosure documents (collectively, the "**Program Agreements**"), as may change from time-to-time. You agree to regularly check the Platform Disclosure Library and the Terms of Service for any updates to the terms of the Program Agreements. Upon the effective date of the updated Program Agreements, you understand that by continuing to use the Platform you agree to be bound by the updated Program Agreements.

- B. Program Accounts. Your Account will be your primary account in connection with Your participation in the Program ("**Primary Account**"). In the event that You have also opened a Deposit Account, then your Deposit Account will instead serve as Your Primary Account. You understand that by participating in the Program, Your funds will be transferred between Your Primary Account, Your Account and into the Program. By participating in the Program, you authorize the Broker in conjunction with the Program Manager to manage the balance of Your Primary Account, Your Account, and one or more Omnibus Program Accounts in an effort to enhance your potential FDIC coverage and to satisfy obligations of the Synapse-Enabled Services. To the extent Your Primary Account earns interest, You understand that if your funds are transferred into the Program, You may earn a different interest rate than if your funds were held in Your Primary Account. The Program Interest Rate You will earn when Your funds are in the Program is defined and set forth in **Schedule A** attached hereto and incorporated by reference herein.
- C. Deposit Transfers. You understand that you may only deposit funds into Your Primary Account. If you have a Deposit Account, you will only be able to directly deposit funds into Your Deposit Account. If You have a Deposit Account, funds will only be transferred to Your Account in the event You maintain funds above the Threshold Balance (as applicable), or in the event you opt to utilize a Synapse-Enabled Service. You further understand that by participating in the Program and by depositing funds through a Platform, You are providing an instruction to the Broker in conjunction with the Program Manager to automatically transfer Your deposited funds from Your Primary Account into the Program. You hereby instruct the Broker in conjunction with the Program Manager to take such steps as each determines necessary to carry out Your instructions.
- D. Pre-Settlement Access to Funds. You understand that the Broker, in its sole discretion, may provide You with pre-settlement access to Your funds after You initiate a deposit and/or transfer into Your Account ("**Pre-Access**"), subject to certain limitations in the Broker's sole discretion. You understand that Your Pre-Access privilege is not an extension of credit or access to a margin account. Rather, you may request certain Synapse-Enabled Services for up to the amount of Your

Pre-Access deposit ("Pre-Access Deposit"), prior to Your Pre-Access Deposit settling in Your Account. You understand You may not request Synapse-Enabled Services in excess of Your Pre-Access Deposit, unless You have sufficient settled funds in Your Primary Account and/or maintained in the Program ("Aggregate Balance"). You understand that You are ultimately responsible for all Obligations in connection with your requests for Synapse-Enabled Services, including ensuring that your transactions and requests for Synapse-Enabled Services do not result in Obligations in excess of Your Pre-Access Deposit and Your Aggregate Balance. If You do not satisfy Your Obligations or Your funds are unable to be settled, the Broker reserves the right to refuse to settle Your transactions and may limit or disable Your access to all Synapse-Enabled Services until the transaction has settled. You further understand that the Broker may refuse or disable Pre-Access privileges at any time, in its sole discretion, without notice to You. Additionally, the Broker, in its sole discretion, may require You to maintain a minimum balance before providing you or allowing you to continue to have Pre-Access privilege.

- E. Threshold Balance. If applicable, you understand and agree that if you maintain a Deposit Account and by depositing and/or maintaining a balance in excess of the Threshold Balance (as that term is defined in **Schedule A**) in Your Deposit Account, you are providing the Broker in conjunction with the Program Manager instructions to transfer your funds consistent with the Terms of Service. You further understand that in the future, the Broker in conjunction with the Program Manager, in its sole discretion, may change the Threshold Balance from time-to-time, which will be communicated to You via the Platform. If the balance in your Deposit Account falls below the Threshold Balance, you understand and agree that that you are providing the Broker in conjunction with the Program Manager instructions to transfer any funds You may have in the Program to Your Deposit Account for the purpose of maintaining the Threshold Balance in Your Deposit Account.
- F. Transfers between Program Banks and Other Partner Financial Institutions. In order to enhance FDIC insurance on Your funds, the Broker in conjunction with the Program Manager, pursuant to Your instructions, the Program Disclosure, and this Customer Agreement, may cause Your funds to transfer to one or more Omnibus Program Accounts.
- G. Withdrawal Transfers. You may only directly debit funds from Your Account if it is Your Primary Account. Therefore, to the extent You have a Deposit Account, funds can only be debited by You directly from your Deposit Account and you understand that any funds held in Your Account may be debited only via Your Deposit Account. You understand that when you make a request to withdraw funds from your Primary Account, You authorize and instruct the Broker in conjunction with the Program Manager to facilitate the withdrawal by transferring necessary funds out of the Program and into your Primary Account for the purposes of withdrawal. You understand that You must have adequate funds in Your Account and/or the Program to initiate an ACH transaction and that You instruct the Broker in conjunction with the Program Manager to transfer funds, as necessary, between such accounts, to satisfy an ACH transaction. **You understand and acknowledge that there may be a delay in accessing your funds that have already been transferred to the Program.** You

understand and agree that ACH transactions may be subject to processing delays up to five (5) days or longer. It is Your responsibility to ensure that instructions are accurate before requesting an ACH transaction. You agree to indemnify and hold the Broker and the Program Manager harmless from any losses arising out of, or relating to, an attempt to amend or cancel an ACH transaction request and any transaction that results in a loss due to an erroneous, mismatched, or incomplete information on an ACH transaction that results in such transaction to be rejected, lost, posted to another account, or returned to the originating bank.

- H. Transaction Limits. You understand that if Your Primary Account is Your Brokerage Account, You may be subject to certain transaction limits as set forth in **Schedule A**.
- I. Treatment of Funds. You understand and acknowledge that Your funds are treated differently and subject to separate regulatory regimes depending on whether or not Your funds are held in Your Account or in the Program. You further understand that Your funds may be treated differently prior to the Program Effective Date compared to after the Program Effective Date. Specifically, the Broker is a member of the Securities Investor Protection Corporation (SIPC), which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). The Federal Deposit Insurance Corporation (FDIC) insures up to \$250,000 per deposit against the failure of an FDIC member bank. Therefore, when your funds are maintained in Your Account, your funds are SIPC insured, but not eligible for FDIC insurance. Funds maintained in the Program are intended to be eligible for pass-through FDIC insurance, but not subject to SIPC coverage. FDIC insurance does not protect against the failure of Synapse and/or the Broker or malfeasance by any Synapse and/or Broker employee. Synapse and the FDIC member Program Banks are not members of FINRA or SIPC and therefore funds held in the Program are not SIPC protected. You understand that when engaging in various transfer activities, Your funds will move between Your Primary Account, Your Account, and into the Program, as detailed above. Therefore, depending on where Your funds are maintained, Your funds will be treated differently and subject to different insurance coverage. For additional information and an explanatory brochure regarding SIPC, please see [www.sipc.org](http://www.sipc.org).
- J. Account Funding. You may only directly fund Your Account if it is Your Primary Account. Therefore, You understand that if You have a Deposit Account, You will not be able to directly fund Your Account and will only be able to deposit funds in your Deposit Account. Funds will be deposited to Your Account pursuant to the terms of the Program Disclosure attached as Schedule 1 of Terms of Service and this Customer Agreement.
- K. Potential Conflict of Interests. The way the Broker earns revenue may conflict with your interests. You understand that by participating in the Program, you understand that you may receive enhanced FDIC-insurance coverage and access to Synapse-Enabled Services. The Broker does not charge you a fee in connection with your participation in the Program; however, the Broker will earn interest and fees from your funds held at one or more Omnibus Program Accounts in connection with your participation in the Program. In addition, the Broker has entered into separate agreements with each Partner

Financial Institution that participates in the Program, which among other things, requires the Broker use reasonable efforts to allocate funds deposited with Partner Financial Institution consistent with the terms of those arrangements, which may affect the nature and treatment of your funds as it relates to FDIC insurance coverage. Therefore, the Broker has an incentive to offer you participation in the Program.

**BASED ON THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU MAY NOT BE ELIGIBLE FOR FDIC PASS-THROUGH INSURANCE COVERAGE FOR ALL YOUR FUNDS MAINTAINED IN THE PROGRAM. YOUR TOTAL FDIC INSURANCE COVERAGE ELIGIBILITY IS DEPENDENT ON YOUR AGGREGATE BALANCE MAINTAINED IN THE PROGRAM IN RELATION TO THE NUMBER OF PROGRAM BANKS MAINTAINING YOUR FUNDS. YOU UNDERSTAND THAT YOU WILL BE PROVIDED ACCOUNT STATEMENTS THAT WILL DETAIL YOUR BALANCE AT EACH PROGRAM BANK. YOU AGREE TO PROMPTLY REVIEW EACH STATEMENT UPON RECEIPT AND TO IMMEDIATELY SEND ANY QUESTIONS IN WRITING TO BROKER REGARDING SUCH ACCOUNT STATEMENTS.**

#### **8. Telephone Conversations and Electronic Communications.**

You understand and agree that the Broker may record and monitor any telephone or electronic communications with You. Unless otherwise agreed in writing in advance, the Broker does not consent to the recording of telephone conversations by any third-party or You. You acknowledge and understand that not all telephone or electronic communications are recorded by the Broker, and the Broker does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

#### **9. Oral Authorization.**

You agree that the Broker shall be entitled to act upon any oral instructions given by You so long as the Broker reasonably believes such instruction was actually given by You or Your authorized agent.

#### **10. Applicable Laws and Regulations.**

All transactions in Your Account will be subject to applicable federal securities laws and regulations, the applicable laws and regulations of any state or jurisdiction in which the Broker is registered, the rules of any applicable self-regulatory organization ("**SRO**") of which the Broker is a member and the rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. In no event will the Broker 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 SRO.

#### **11. Required Information for Your New Account.**

To help the government fight the funding of terrorism and money laundering activities, federal law requires the Broker to obtain, verify, and record information that identifies each person who opens an Account.

Therefore, when You open or apply to open an Account, the Broker will ask for Your name, U.S. residential address, date of birth, social security number, telephone number, citizenship, and other identifying information that will allow the Broker to identify You. The Broker may also ask for copies of Your driver's license, passport, other unexpired, government-issued identifying documents with a photograph, or other identifying documents. From time to time, the Broker may ask You to confirm or reverify Your identity, or may require that You provide certain additional documents, as necessary. You also authorize Broker to obtain any necessary information about You from time to time, as necessary, from any of its affiliates or other vendors, partners, etc., as may be available.

You understand that the Broker may take steps to verify the accuracy of the information You provide to it relating to Your Account in Your application or otherwise. You authorize the Broker or its agents or third-party vendors to contact any person or firm noted therein or in any other information You may provide to the Broker from time to time, or any other normal sources of debit or credit information and other similar databases and authorize any such person or entity to furnish such information about You as may be requested or required by the Broker. You acknowledge that the Broker may restrict Your access to Your Account pending such verification. You will provide prompt notification to the Broker of any changes in the information including Your name, address, e-mail address, and telephone number.

**U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") Certification.** You acknowledge that You are aware that the Broker has OFAC sanctions compliance obligations. You also acknowledge that this Customer Agreement and Your Account are subject to U.S. sanctions laws, rules, and regulations where You will not permit Your Account to be used in a manner that would cause a violation of the above referenced laws, rules, and regulations. You also specifically represent and warrant that You have not been designated by OFAC as a Specially Designated National ("SDN"), that You have no reason to believe that You would be considered a blocked person by OFAC, and that You are not acting as an agent of any such person. To the extent that OFAC, via laws, rules, regulations, or executive order, has promulgated restrictive measures against a government or regime ("sanctioned regime"), You further represent and warrant that You are not employed by or acting as an agent of (1) an entity owned or controlled by a sanctioned regime, (2) a government-controlled entity of a sanctioned regime, or (3) a government corporation of a sanctioned regime.

Further, You acknowledge and consent to the Broker restricting Your Account and canceling any pending orders to the extent the Broker believes You are accessing these from (1) a jurisdiction that is subject to comprehensive sanctions by OFAC or (2) any jurisdiction the Broker has made a risk-based decision to restrict access to use of its services via the Platform. If this happens, please contact [brokerage@synapsefi.com](mailto:brokerage@synapsefi.com), and You may be asked to provide supplemental information as part of this process. Additionally, You agree that You will notify the Broker and close Your Account before establishing residency in any jurisdiction subject to U.S. sanctions. The Broker is not liable for any Losses, that You may suffer as a result of the foregoing.

**Politically Exposed Person ("PEP") Certification.** You represent and warrant that You are not a PEP. To the extent You are or become a PEP in the future while You hold Your Account with the Broker, You represent and warrant that You will immediately notify the Broker and subject Yourself to any due diligence measures deemed appropriate by the Broker.

A PEP is an individual who is/was or is an immediate family member (spouse, parent, sibling, children, in-law, or dependent) or close associate (someone who is closely connected to the individual either socially or professionally) of (1) a senior official in the executive, legislative, administrative, military, or judicial branches of a government (whether elected or not); (2) a senior official of a major political party; (3) a senior executive of a government-owned entity; or (4) a foreign individual who was or has been entrusted with a prominent public function. A senior official or executive includes an individual with substantial authority over policy, operations, or the use of government-owned resources.

## **12. Erroneous Distributions**

You agree to promptly return to the Broker any assets erroneously distributed to You. In the event that You sell a security prior to its ex-dividend/distribution date, and You receive the related cash or stock dividend or distribution in error, You irrevocably direct the Broker on Your behalf to pay such dividend/distribution to the entitled purchaser of the securities, and guarantee to promptly reimburse the Broker for, or deliver to the Broker, said dividend or distribution.

## **13. Waiver; Limitation of Liability; Indemnification.**

You agree that Your use of the Platform or any other service provided by the Broker, or its Affiliates, is at Your sole risk. The Broker's services (including the Platform, the provision of Market Data, content, or any other information provided by the Broker, any of its Affiliates, or any third-party content provider or market data provider) are provided on an "as is," "as available" basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Customer Agreement.

Although considerable effort is expended to make the Platform and other operational and communications channels available around the clock, the Broker does not warrant that these channels will be available and error free every minute of the day. You agree that the Broker will not be responsible for temporary interruptions in service due to maintenance, Platform changes, or failures, nor shall the Broker be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature (including earthquakes and storms), labor disputes and armed conflicts.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CUSTOMER AGREEMENT, YOU UNDERSTAND AND AGREE THAT THE BROKER, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE PROVIDERS WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES FOR ANY LOSSES YOU INCUR (MEANING CLAIMS, DAMAGES, ACTIONS, DEMANDS, INVESTMENT LOSSES, OR OTHER LOSSES, AS WELL AS ANY COSTS, CHARGES, ATTORNEYS' FEES, OR OTHER FEES OR EXPENSES) BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICES OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THEIR RESPECTIVE SYSTEMS, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR

REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

Except as otherwise provided by law, the Broker and any of its Affiliates or respective partners, officers, directors, employees or agents (collectively, “**Indemnified Parties**”) shall not be liable for, and You agree to indemnify, defend and hold harmless the Indemnified Parties for any expenses, Losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys’ fees)(whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third-party claim, or otherwise) (collectively, “**Losses**”) that result from: (i) any noncompliance by You with any of the terms and conditions of this Customer Agreement; (ii) any third-party actions related to Your receipt and use of any market data, content, market analysis, other third-party content, or other such information obtained on the Platform, whether authorized or unauthorized under this Customer Agreement; (iii) any third-party actions related to Your use of the Platform; (iv) Your or Your agent’s misrepresentation or alleged misrepresentation, or act or omission; (v) Indemnified Parties following Your or Your agent’s directions or instructions, or failing to follow Your or Your agent’s unlawful or unreasonable directions or instructions; (vi) any activities or services of the Indemnified Parties in connection with Your Account (including any technology services, reporting, research or capital introduction services); or (vii) the failure by any person not controlled by the Indemnified Parties and their Affiliates to perform any obligations to You. Further, if You authorize or allow third parties to gain access to the Broker’s services, including Your Account, You will indemnify, defend, and hold harmless the Indemnified Parties against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. The Broker does not warrant against Loss of use or any direct, indirect, or consequential damages or Losses to You caused by Your assent, expressed or implied, to a third-party accessing Your Account or information, including access provided through any other third-party systems or sites. The indemnity provided for in this section shall not be construed as limiting Your ability to bring a claim against the Indemnified Parties or receive an award or judgment from the Broker that You would be entitled to bring or receive under any applicable laws.

You consent to the use of automated systems or service bureaus by the Broker and its respective Affiliates in conjunction with Your Account, including automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively “**Automated Systems**”). You 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 You. You understand and agree that Indemnified Parties will have no liability whatsoever for any of Your Losses arising out of or relating to a System Failure.

You also agree that Indemnified Parties will have no responsibility or liability to You in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third-party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or Affiliates, of its or their obligations relative to any

securities. You agree that Indemnified Parties will have no liability, to You or to third parties, or responsibility whatsoever for: any Losses (including special, indirect, incidental, consequential, punitive or exemplary (including lost profits and damages) resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, or government restrictions, or force majeure.

#### **14. Effect of Attachment or Sequestration of Accounts.**

The Broker shall not be liable for refusing to obey any orders given by or for You with respect to any of Your Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against You, and the Broker shall be under no obligation to contest the validity of any such attachment or sequestration.

#### **15. Event of Death.**

You agree that in the event of Your death, the representative of Your estate or the survivor or survivors shall immediately give the Broker written notice thereof, and the Broker may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in the Account as the Broker may deem advisable to protect the Broker against any tax, liability, penalty or Loss under any present or future laws or otherwise.

Notwithstanding the above, in the event of Your death, the Broker may cancel all open orders, but the Broker shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, the Broker may in its discretion close out any or all of the Account without awaiting the appointment of a personal representative for Your estate and without demand upon or notice to any such personal representative. The estate of any of the Account holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, to the Broker 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 the Broker 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, and for all other obligations pursuant to this Customer Agreement. Such notice shall not affect the Broker's rights under this Customer Agreement to take any action that the Broker could have taken if You had not died.

#### **16. Tax; Tax Reporting; Tax Withholding.**

The proceeds of sale transactions and dividends paid will be reported to the Internal Revenue Service ("IRS") in accordance with applicable law. Access to the Platform is limited to U.S. persons. Under penalties of perjury, You certify that the taxpayer identification number provided or will provide to the Broker (including any taxpayer identification number on any Form W-9 that You have provided or will provide to the Broker) is Your correct taxpayer identification number. You further certify that You are not subject to backup withholding and is a United States Person (including a U.S. resident alien) as such term is defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended. If a correct Taxpayer Identification Number is not provided to the Broker, You understand You may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to You. Backup withholding taxes are sent to the IRS and cannot be refunded by the Broker. You further understand that if You waive

tax withholding and fails to pay sufficient estimated taxes to the IRS, You may be subject to tax penalties.

### **17.Fees and Charges.**

You understand that the Broker does not charge fees or commissions for executing buy and sell orders, but reserves the right to charge fees or commissions in the future. However, You understand that other fees may apply, such as any fees or commissions charged to You by the Platform Operator. Fees and commissions, if any, charged by the Broker are included in a fee schedule available in the Disclosure Library (the “**Fee Schedule**”). You agree to pay any such fees at the then-prevailing rate. You acknowledge that the prevailing fees may change, and that change may occur without notice. You agree to be bound by such changes once they are posted in the fee schedule available on the Platform. You also agree to pay all applicable federal, state, local, and foreign taxes, and any fees, costs, or expenses incurred by the Broker in connection with collection of any unpaid balance due on Your Account, including attorneys’ fees allowed by law.

You also authorize the Broker to automatically debit Your Account for any fees, charges or other amounts owed to the Broker by You, and for any taxes owed by You.

### **18.Electronic Delivery of Account Information; Notice.**

All communications, notices, legal disclosures, and other materials related to Your Account or this Customer Agreement, including account statements, notices, disclosures, regulatory communications and other information, documents, data and records regarding Your Account (the “**Communications**”), or an alert that any such Communication has been posted, may be sent to You at the mailing address for Your Account or the e-mail address that was provided to the Platform Operator or the Broker (to either e-mail address in the case of joint accounts where each account holder has given an e-mail address; notice to both e-mail addresses is not required) or at such other address as You may hereafter give the Broker in writing or by e-mail at least ten (10) calendar days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to You personally, whether actually received or not.

### **19.Disclosure of Information.**

You agree and understand that all disclosures of Your non-public personal information shall be made in accordance with the terms of this Customer Agreement or the Broker’s Privacy Policy, as applicable. You agree that Your consent to sharing certain types of non-public personal information will remain in effect until You revoke such consent as provided in accordance with the terms of the Broker’s Privacy Policy.

You further understand and agree that the Broker may disclose information about Your Account and Your related activities to third parties under the following circumstances: (i) As necessary to complete any cash transfers; (ii) to investigate any complaint, disputed transfer, transfer inquiry, or request You make or as necessary to investigate potential fraud, money laundering, or other misuse related to Your Account; (iii) to respond to requests from credit bureaus, creditors, or other third parties for account-related information, to the extent such inquiries are necessary for processing Your transactions or are usual and customary in the course of servicing similar products or accounts; (iv) as necessary to comply with any applicable law,

regulation, government, or court order or subpoena; or (v) in accordance with Your written permission or as otherwise permitted under the Broker's Privacy Policy.

In addition, by using Synapse-Enabled Services, you explicitly instruct the Broker to share your account statement, or the information contained in your account statement to Synapse, its affiliates, and/or applicable Partner Financial Institutions.

## **20. Deposits.**

- A. General; Holds. You acknowledge and agree that funds that You deposit to Your Account or that are transferred to Your Account may be subject to one or more hold periods. You understand and agree that the Broker reserves the right to modify the hold periods at any time by posting an updated schedule on the Platform or otherwise providing notice to You. During the applicable hold period, Your funds will not be available for payments, transfers, or withdrawals. You further understand and agree that the Broker reserves the right to further delay making deposited funds available for periods longer than the hold periods specified in its Platform to the extent the Broker determines that additional time is needed to verify information about the item deposited or the sender or if the Broker otherwise believes there is a risk of fraud or other unlawful activity with respect to Your Account.
- B. Mistaken or Erroneous Deposits. If funds are deposited or transferred into Your Account by mistake or otherwise, You agree that the Broker may correct the situation without prior notice to You.
- C. Payment of Indebtedness Upon Demand; Right of Offset. You shall at all times be liable for the payment upon demand of any Obligations owing from You to Synapse, and You shall be liable to Synapse for any deficiency remaining in any such accounts in the event of the liquidation thereof (as contemplated in this Section or otherwise), in whole or in part, by Synapse or by You; and You shall make payment of such Obligations upon demand. You authorize Synapse to recover amounts You owe, and to debit, charge or otherwise exercise a right of offset to recover funds from the balance in Your Account, Your external bank account, Your Deposit Account, any account You own through the Synapse-Enabled Services (as described in the Synapse Terms of Service), or any other payment instrument linked to Your Account. This authorization and/or right of offset shall survive termination of Your Account and this Customer Agreement. If Synapse's attempt to recover funds is not successful, You agree that the authorization and/or right of offset hereunder includes a grant to Synapse of any additional authorizations and/or rights of offset required to recover the amount You owe to Synapse in complete compliance with any applicable laws, rules, or industry regulations. Synapse may take these actions without prior notice to You.

## **21. Electronic Signatures; Modifications to the Agreement.**

You agree to transact business with the Broker electronically. By opening and continually using Your Account, You acknowledge and agree that such use is valid evidence of Your consent to be legally bound by this Customer Agreement and such subsequent terms as may govern the use of the Broker's services. The use of an electronic version of any document fully satisfies any

requirement that the document be provided to You in writing. You accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations. You acknowledge and agree that the Broker may modify this Customer Agreement from time to time and You agree to consult the Platform from time to time for the most up-to-date Customer Agreement. The electronically stored copy of this Customer Agreement is considered to be the true, complete, valid, authentic, and enforceable record of the Customer 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. You agree to not contest the admissibility or enforceability of the Broker's electronically stored copy of the Customer Agreement.

## **22.Consent to Electronic Delivery of Documents.**

- A. **Consent.** By agreeing to electronic delivery, You are giving informed consent to electronic delivery of all Account Documents, as defined below, other than those You have specifically requested to be delivered in paper form. "Account Documents" include notices, disclosures, current and future account statements, regulatory communications (such as prospectuses, proxy solicitations, and privacy notices), tax-related documents, and any other information, documents, data, and records regarding Your Account, this Customer Agreement (including amendments to this Customer Agreement), and the services delivered or provided to You by the Broker and any other parties. You agree that You can access, view, download, save, and print any Account Documents received via electronic delivery for Your records.
- B. Electronic Delivery System. You acknowledge that the Broker's primary methods of communication with You include (i) causing the Platform Operator to post information on the Platform, (ii) causing the Platform Operator to provide information via the Platform, (iii) sending or causing the Platform Operator/Platform to send email(s) to Your email address of record, (iv) posting updates to its website at [www.synapsefi.com/legal](http://www.synapsefi.com/legal), and, to the extent required by law, (v) providing You with notice(s) that will direct You to the Platform where information can read and printed. Unless otherwise required by law, the Broker reserves the right to post, or cause the Platform Operator to post, Account Documents on the Platform without providing notice to You. Further, the Broker reserves the right to send, or to cause the Platform Operator to send, Account Documents to Your postal or email address of record, or via the Platform. You agree that all Account Documents provided to You in any of the foregoing manner is considered delivered to You personally when sent or posted by the Broker, whether You receive it or not and whether provided to you via the Platform.

All e-mail notifications regarding Account Documents will be sent to Your e-mail address of record. You agree to maintain the e-mail address provided in the Platform until You update all such information in the Platform. You understand that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. You further understand that it is Your sole responsibility to ensure that any emails from the Broker, its Affiliates, or the Platform Operator are not marked as SPAM. Regardless of whether or not You receive an e-mail notification, You agree to check the

Platform and the Broker's website at [www.synapsefi.com/legal](http://www.synapsefi.com/legal) regularly to avoid missing any information, including time-sensitive or otherwise important communication. If You authorize someone else to access the e-mail account provided to the Platform Operator and/or the Broker, You agree to tell the authorized individual to share the Account Documents with You promptly, and You accept the risk that they will see sensitive Account information. You understand that if a work e-mail address or computing or communications device is used for Your Account access, the employer or other employees may have access to Your Account Documents.

Additionally, You acknowledge that the Internet is not a secure network and agree that You will not send any confidential information, including Your Account numbers or passwords, in any unencrypted e-mails. You also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agrees to hold the Broker, its Affiliates, and the Broker and its Affiliates' respective officers and employees harmless for any such access regardless of the cause.

You agree to promptly and carefully review all Your Account Documents when they are delivered and notify the Broker in writing within five (5) calendar days of delivery if there is objection to the information provided (or other such time specified herein). If You fail to object in writing within such time, the Broker is entitled to treat such information as accurate and conclusive. You will contact the Broker to report any problems with accessing Your Account Documents.

- C. Costs. Potential costs associated with electronic delivery of Your Account Documents may include charges from Internet access providers and telephone companies, and You agree to bear these costs. The Broker will not charge You additional online access fees for receiving electronic delivery of Your Account Documents.
- D. Archival. Upon request, You may obtain copies of up to six (6) prior years of Account statements.
- E. Revocation of Consent. Subject to the terms of this Customer Agreement, You may revoke or restrict consent to electronic delivery of Account Documents at any time by notifying the Broker in writing of the intention to do so. You also understand that You have the right to request paper delivery of any Account Document that the law requires the Broker to provide to You in paper form. The Broker will not treat Your request for paper copies as a withdrawal of consent to electronic delivery of Account Documents. You understand that if revoking or restricting consent to electronic delivery or requesting paper delivery of Account Documents, the Broker, in its sole discretion, may charge You a reasonable service fee for the delivery of any Account Documents that would otherwise be delivered to You electronically, restrict or close Your Account, or terminate Your access to the Broker's services. You understand that neither the revocation or restriction of consent, nor the request for paper delivery, nor the Broker's delivery of paper copies of Your Account Documents will affect the legal effectiveness or validity of any electronic communication provided while consent was in effect.
- F. Duration of Consent. Your consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either You or the Broker revoke it. You understand that it may take up to three (3) business days to process

a revocation of consent to electronic delivery, and that You may receive electronic notifications until such consent is processed.

- G. Hardware and Software Requirements. You understand that in order to receive electronic deliveries, You must have access to a computer or mobile device with Internet access, a valid e-mail address, and the ability to download such applications as the Broker may specify and to which You have access. You also understand that if You wish to download, print, or save any information, that You must have access to a printer or other device in order to do so.
- H. Consent and Representations. You hereby agree to have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, You hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. You will maintain a valid e-mail address and continue to have access to the Internet. If Your e-mail address changes, You agree to immediately notify the Broker of Your new e-mail address in writing or via the Platform.

### **23. Miscellaneous Provisions.**

- A. Contact Information. Synapse's Customer Service may be contacted by email at [brokerage@synapsefi.com](mailto:brokerage@synapsefi.com).
- B. Interpretation. The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Customer Agreement to a Section, such reference shall be to a Section of this Customer Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Customer Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Customer Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Customer Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder. References to "days" means calendar days unless indicated otherwise.
- C. Binding Effect; Assignment. This Customer Agreement shall bind Your heirs, assigns, executors, successors, conservators, and administrators. You may not assign this Customer Agreement or any rights or obligations under this Customer Agreement without first obtaining the Broker's prior written consent. The Broker may assign, sell, or transfer Your Account and this Customer Agreement, or any portion thereof, at any time, without Your prior consent.
- D. Severability. If any provisions or conditions of this Customer Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to

make this Customer Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Customer Agreement shall continue in full force and effect.

- E. Platform Postings. You agree and understand that the Broker may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to Your use of the Platform or Your Account, on the Platform from time to time including in the [Legal Documents](#), and that this includes updates or amendments to this Customer Agreement or other agreements incorporated in or referenced in this Customer Agreement ("**Platform Postings**"). You understand that it is Your continuing obligation to monitor the Platform and the [Legal Documents](#) for Platform Postings and to understand the terms of the Platform Postings. You agree to be bound by the Platform Postings (and the most current version of this Customer Agreement) as are in effect at the time of Your access or use of the Platform or the giving of any order or instruction relating to Your Account.
- F. Entirety of Agreement. This Customer Agreement, any attachments hereto, other agreements and policies referred to in this Customer Agreement (including the Platform Postings and Risk Disclosures), and the terms and conditions contained in Your Account statements and confirmations, contain the entire agreement between the Broker and You and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Broker and You, provided, however, that any and all other agreements between the Broker and You, not inconsistent with this Customer Agreement, will remain in full force and effect.
- G. Amendment. The Broker may at any time amend this Customer Agreement and any other agreement or document incorporated or referenced in this Customer Agreement without prior notice to You. The current version of the Agreement will be posted in the [Legal Documents](#), and Your continued Account activity (including accessing the Platform or submitting an order or instruction) after such amendment constitutes Your agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether You have actually reviewed them. Continued use of the Platform or any other services after such posting will constitute Your acknowledgment and acceptance of such amendment. You agree to regularly consult the Platform and the [Legal Documents](#) for up-to-date information about the Broker's services and any modifications to this Customer Agreement, Risk Disclosures, or any other agreement incorporated or referenced in this Customer Agreement or related to services provided to You by the Broker. The Broker is not bound by any verbal statements that seek to amend the Agreement. Any communication from You that purports to amend or supplement the terms of this Customer Agreement or impose other terms on the Broker will only take effect if agreed to in writing and signed by one of our authorized signatories.

## 24. **Governing Law.**

This Customer Agreement and all transactions made in Your Account shall be governed by the laws of the State of California (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

## **25.Arbitration.**

- A. This Customer Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:**
- 5) All parties to this Customer 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 forum in which a claim is filed.**
  - 6) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
  - 7) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
  - 8) 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.**
  - 9) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
  - 10) 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.**
  - 11) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Customer Agreement.**
- B. Any controversy or claim arising out of or relating to this Customer Agreement, any other agreement between You and the Broker, any Account(s) established hereunder, any transaction therein, shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR").**
- C. This Customer 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 You are a foreign national, non-resident alien, or if You do not reside in the United States, then You agree to waive the right to file an action against the Broker in any foreign venue.**
- D. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Customer Agreement except to the extent stated herein.**

**YOU UNDERSTAND THAT BY ACCEPTING THIS CUSTOMER AGREEMENT YOU HAVE ACKNOWLEDGED THAT THIS CUSTOMER AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 25 HEREIN. YOU ALSO AGREE THAT (1) YOU HAVE RECEIVED OF A COPY OF THIS CUSTOMER AGREEMENT; AND (2) YOU HAVE BEEN PROVIDED WITH AND AGREE TO THE SYNAPSE BROKERAGE LLC FORM CRS RELATIONSHIP SUMMARY, SYNAPSE TERMS OF SERVICE, SYNAPSE BUSINESS CONTINUITY STATEMENT, AND FINRA PUBLIC DISCLOSURE PROGRAM, WHICH ARE INCORPORATED BY REFERENCE INTO THIS CUSTOMER AGREEMENT.**

ACCEPTED AND AGREED: You acknowledge that You have read the preceding terms and conditions of this Customer Agreement, that You understand them and that You hereby manifest Your assent to, and Your agreement to comply with, those terms and conditions by accepting this Customer Agreement.

## **SCHEDULE A**

### Additional Disclosures

By utilizing the Platform, you understand that you are agreeing to the customer agreements and documentation of each Partner Financial Institution identified below. Please note that this Schedule A may be updated from time-to-time to add and/or remove certain Partner Financial Institutions and/or any products or services offered, including certain Synapse-Enabled Services. By continuing to utilize the Platform after any such updates, you agree to be bound by the updated terms and conditions as well as any additional customer agreements and documentation by a new Partner Financial Institution.

1. Partner Financial Institutions participating in the Program include the following banks and financial institutions in the [List of Program Banks](#). Synapse Brokerage LLC may add or remove a Partner Financial Institution, in its sole discretion, with at least thirty (30) days' notice to you via the Platform or via email.

The Partner Financial Institutions participating in the Program are regulated by bank regulatory agencies under various federal and state banking laws and regulations or other financial services laws and regulations. Your funds included in the Program are obligations of each Program Bank where monies are deposited and are not obligations of or guaranteed by the Broker or Synapse. The Broker and/or Synapse do not guarantee in any way the financial condition of the Partner Financial Institutions, nor is the Broker and/or Synapse responsible for any insured or uninsured portion of any deposits with the Partner Financial Institutions.

The inclusion or exclusion of a Partner Financial Institution is in the sole discretion of the Broker.

2. For the purposes of the Customer Agreement and the Synapse Terms of Service, the following definitions shall apply:

“Program Effective Date” shall mean the date that you accept and agree to the terms of this Customer Agreement.

“Program Interest Rate” shall mean 0.00%. From time-to-time, Synapse Brokerage LLC may change the Program Interest Rate, in its sole discretion, with at least thirty (30) days’ notice to you via the Platform or via email.

“Threshold Balance” means the maximum balance maintained in your Deposit Account before your funds are deposited into your Brokerage Account and into the Program. Unless stated otherwise in any governing Deposit Account documentation, or as otherwise communicated to you by Synapse from time to time, the Threshold Balance shall be \$250,000.

3. Transaction Limits:

**Deposits to the Brokerage Account.** If Your Primary Account is Your Brokerage Account, You can make deposits into your Brokerage Account using any of these methods (if enabled by the Platform):

<u>Transaction Type</u>	<u>Frequency and Dollar Amounts/Per Day*</u>	<u>Frequency and Dollar Amounts/Per Week*</u>	<u>Frequency and Dollar Amounts/Per Month*</u>	<u>Frequency and Dollar Amounts/Per Year*</u>
Direct deposits or Automated Clearing House ("ACH") transfers initiated from an outside financial institution	No limit to the number of times per calendar day \$12,000,000.00 daily limit	No limit to the number of times per calendar week N/A weekly limit.	No limit to the number of times per calendar month \$60,000,000.00 monthly limit	No limit to the number of times per calendar year \$450,000,000.00 yearly limit
Wires initiated from an outside financial institution	No limit to the number of times per calendar day. No maximum dollar limit.	No limit to the number of times per calendar week. No maximum dollar limit.	No limit to the number of times per calendar month. No maximum dollar limit.	No limit to the number of times per calendar year. No maximum dollar limit.
ACH transfers (debit) initiated from us or a linked bank account	No limit to the number of times per calendar day. \$12,000,000.00 daily limit.	No limit to the number of times per calendar week. N/A weekly limit.	No limit to the number of times per calendar month. \$60,000,000.00 monthly limit.	No limit to the number of times per calendar year. \$450,000,000.00 yearly limit.
Deposits using an external debit or credit card from an outside financial institution	No limit to the number of times per calendar day. \$12,000,000.00 daily limit.	No limit to the number of times per calendar week. N/A weekly limit.	No limit to the number of times per calendar month. \$60,000,000.00 monthly limit.	No limit to the number of times per calendar year. \$450,000,000.00 yearly limit.
Remote Deposit Capture (RDC)	0 times per calendar day. Not Enabled.	0 times per calendar week. Not Enabled.	0 times per calendar month. Not Enabled.	0 times per calendar year. Not Enabled.

Real Time Payments (RTP)	No limit to the number of times per calendar day.  N/A daily limit.	No limit to the number of times per calendar week.  N/A weekly limit.	No limit to the number of times per calendar month.  N/A monthly limit.	No limit to the number of times per calendar year.  N/A yearly limit.
Internal Transfers	No limit to the number of times per calendar day.  No maximum dollar limit	No limit to the number of times per calendar week.  No maximum dollar limit	No limit to the number of times per calendar month.  No maximum dollar limit	No limit to the number of times per calendar year.  No maximum dollar limit

\* The limits included here are the highest limits allowed for transactions. However, Synapse Brokerage reserves the right to allow You to transact higher volume than the limits defined herein at any time without prior notice. In certain cases, for security reasons, Synapse Brokerage may lower Your limits upon notice to You at the time You attempt to initiate a transaction.

Withdrawals from the Brokerage Account. If Your Primary Account is Your Brokerage Account, You can make withdrawals from your Brokerage Account using any of these methods (if enabled by the Platform):

<u>Transaction Type</u>	<u>Frequency and Dollar Amounts/ Per Day*</u>	<u>Frequency and Dollar Amounts/ Per Week*</u>	<u>Frequency and Dollar Amounts/ Per Month*</u>	<u>Frequency and Dollar Amounts/ Per Year*</u>
ACH transfers to an external bank account or payee	No limit to the number of times per calendar day.  No maximum dollar limit.	No limit to the number of times per calendar week.  No maximum dollar limit.	No limit to the number of times per calendar month.  No maximum dollar limit.	No limit to the number of times per calendar year.  No maximum dollar limit.
Wires	0 times per calendar day.  Not Enabled.	0 times per calendar week.  Not Enabled.	0 times per calendar month.  Not Enabled.	0 times per calendar year.  Not Enabled.

Bill Pay Checks	0 times per calendar day. Not Enabled.	0 times per calendar week. Not Enabled.	0 times per calendar month. Not Enabled.	0 times per calendar year. Not Enabled.
Real Time Payments	No limit to the number of times per calendar day. N/A daily limit.	No limit to the number of times per calendar week. N/A weekly limit.	No limit to the number of times per calendar week. N/A monthly limit.	No limit to the number of times per calendar week. N/A yearly limit.
Debit Card Payments	0 times per calendar day. Not Enabled.	N/A	N/A	N/A

\* The limits included here are the highest limits allowed for transactions. However, Synapse Brokerage reserves the right to allow You to transact higher volume than the limits defined herein at any time without prior notice. In certain cases, for security reasons, Synapse Brokerage may lower Your limits upon notice to You at the time You attempt to initiate a transaction.

<b>DIGITAL SIGNATURE</b>	
FINGERPRINT	1bf4b946fe97465117688ba7a3ae88c5
IP	127.0.0.1
TIMESTAMP	September 05, 2023 (09/05/23) - 18:31:32 UTC