

**MOTIF Investing, Inc.**  
**Motif BLUE Subscription Program**  
**Terms and Conditions**

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**Introduction.** Motif Investing, Inc. has created the Motif BLUE Subscription Program in response to customer requests for ease and convenience of services in two primary areas: Auto-Rebalance and Auto-Invest. There are three subscription plans to provide services that best serve your needs. The services for the program are defined as follows:

	<b><i>BLUE Starter</i></b> <i>\$4.95 / month</i>	<b><i>BLUE Standard</i></b> <i>\$9.95 / month</i>	<b><i>BLUE Unlimited</i></b> <i>\$19.95 / month</i>
Auto-Invest, commission-free	1 motif	3 motifs	3 motifs
Auto-Rebalance, commission-free	1 motif	All professional motifs	All professional motifs
Real-time commission-free trades		1 per month	3 per month
Market commentary from Motif Capital		Included	Included
Real-time quotes			Included
Commission-free market open trades			Unlimited

Terms and Conditions for Auto-Rebalancing and Auto-Invest Programs are defined herein.

In addition, Motif BLUE service includes additional features and enhancements and a payment program for which you are required to be bound by and agree to the terms and conditions.

**Market Commentary Reports from Motif Capital.** Periodically, but no less than quarterly, you will receive a market commentary report from Motif Capital, addressing a topical aspect, industry or sector analysis, or trends impacting the markets. These reports are made available by Motif Capital Management, Inc., (“Motif Capital”) an SEC-registered investment advisor and wholly-owned subsidiary of Motif Investing. You understand these reports are provided for informational purposes only and are not intended to provide individual recommendations or investment advice regarding a particular investment strategy or specific investments.

**Real-Time Quotes.** For non-professional subscribers, Motif Investing makes available to you real-time quotes on your order preview page, as defined in the Motif Investing Customer Agreement. The “BLUE Unlimited” plan will make real-time quotes available across all of your logged-in website pages including positions, motif details pages, transaction screens and watch lists in addition to the order entry screen. You understand that these quotes are made available through a third-party service provider not affiliated with Motif Investing. While Motif believes the provider of the quote data to be a fair and reliable data services provider and the information to be accurate, Motif cannot verify the data is correct and does not claim responsibility for the accuracy of the content provided. You are responsible for verifying the information you use when making an investment decision. Professional subscribers are ineligible for real-time quotes.

## Real-Time Commission-Free Trades Included per Month.

- i. **Real-time commission-free trades by subscription plan.** As part of the “BLUE Standard” plan, Motif Investing makes available one motif or individual stock/ETF real-time trade with no commission fee per month. As part of the “BLUE Unlimited” plan, we make available up to three real-time motif or individual stock/ETF trades with no commission fee per month.
- ii. **Real-time commission-free trades details.** At the time of each eligible trade, you will not be charged a commission fee. Typically, the commission for a single stock/ETF trade is \$4.95 and the commission for a motif trade is \$9.95. If an order is pending, then a real-time commission-free trade will be reserved until it executes. Orders that might fall into a pending state include Stop, Limit, and Stop-Limit orders. If the order expires or is canceled in the same calendar month that it was placed, then the commission-free trade will be credited back to you. If the order expires or is cancelled after the calendar month it was placed, then the commission-free trade is no longer eligible to be credited back to you. If any eligible commission-free trades were not used during the month, they will not carry over to the subsequent month.

For example, if you were enrolled into “BLUE Unlimited” and placed two trades during this month, you will not be charged a commission for either trade. You will not be able to carry over the one unused non-commission trade to the following month. In a case where you place five trades this month, you will not be charged commissions for the first three trades executed during the month, but you will be charged the standard commissions for the remaining two trades during the month.

You understand commission-free trades are available during the period of time you are enrolled in the Motif BLUE service. If you cancel your subscription prior to the end of the month, the commission-free trades benefit will be canceled. Standard pricing: \$9.95 total commission per motif transaction or \$4.95 for individual stock/ETF transactions. For details on fees and commissions, please click [here](#).

## Unlimited Commission-Free Trades Executed at Market Open.

As part of the “BLUE Unlimited” plan, all motif and market order single stock trades placed outside of regular trading hours (between 4:00pm ET and 9:30am ET) will carry no commission fees. This commission-free offer is not available for market orders entered during regular market hours and does not apply to stop or limit orders.

Keep in mind, placing market orders outside regular trading hours can be considered risky because a lot can change from market close one day to market open the next. For example, company’s earnings announcement with significant news, world events, and activity in international markets can all create volatility to overnight stock prices.

## Free Trials, Billing, and Cancellation of Motif BLUE service.

- i. **Free trials.** Your Motif BLUE service may start with a free trial. The free trial period lasts for one month, starting from the date of sign-up. For combinations with other offers, restrictions may apply. Motif reserves the right, in its absolute discretion, to determine your free trial eligibility.

We will begin billing your Payment Method for monthly service fees at the end of the free trial period unless you cancel prior to the end of the free trial period. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

You will not receive a notice from us that your free trial period has ended or that the paying portion of your subscription has begun. To cancel, please contact Motif's Customer Service Department during business hours (Monday-Friday 9:00 am to 6:00 pm ET) at 1-855-586-6843 or by sending an email to ([service@motifinvesting.com](mailto:service@motifinvesting.com)) no less than one business day prior to the conclusion of your trial period. We will continue to bill your Payment Method on a monthly basis for your subscription fee until your instructions to cancel the service are received in good order.

- ii. **Recurring Billing.** The Motif BLUE service is a subscription program requiring a monthly payment in order to continue service. Monthly payment is either \$4.95 for the "BLUE Starter" plan, \$9.95 for the "BLUE Standard" plan, or \$19.95 for the "BLUE Unlimited" plan. By starting your subscription plan and providing or designating a Payment Method (see "Payment Methods", below), you authorize us to charge you a monthly subscription fee at the above described rates.
- iii. **Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms and Conditions, any price changes to your service will take effect following an email notice to you.
- iv. **Billing Cycle.** The subscription fee for our service will be billed at the beginning of the paying portion of your subscription and each month thereafter unless and until you cancel your subscription. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying subscription. Subscription fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your paying subscription began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Motif BLUE plan on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. We may authorize your Payment Method in anticipation of subscription or service-related charges. As used in these Terms of Use, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle.

- v. **No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our participants. The amount and form of such refunds, and the decision to provide them, are at our sole and absolute discretion. The provision of refunds in one instance does not entitle you to refunds in the future for similar instances, nor does it obligate us to provide refunds in the future, under any circumstance.
- vi. **Payment Methods.** You understand monthly payment for the service must be made through the following credit card Payment Methods only: Visa, MasterCard, American Express, and Discover. Credit card payments must be made by the actual card holder, must be 18-years or older, a US resident with a card from a US Bank and transacted within the United States. Card must be current and in the name of the account holder. You understand that payment for enrollment to this service is made separate from a transaction applied to your actual account. For that reason, you will not see a line item on your transaction history screen or your account statement confirming this payment. However, you will receive a notification from your credit card provider regarding the payment for your enrollment to the service.
  - i. You may edit your Payment Method information by contacting Motif's Customer Service Department. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges.
  - ii. Should you have any questions concerning the payment process, you are encouraged to contact your credit card provider directly. Similarly, if your card is lost or stolen, or if you suspect fraudulent use of your account, please contact your credit card provider immediately to restrict the account as soon as possible. Motif will not be held responsible for payments made with your card, so long as it remains current and active with your account. You are responsible for monitoring not only the transaction activity made on your Motif account, but also the transaction activity on your credit card account. If Motif suspects any fraudulent or inappropriate account activity, it reserves the right, without prior notice, to block the credit card activity and cancel enrollment in the service.
- vii. **Cancellation.** You may cancel your Motif subscription at any time. However, you may not be eligible to re-enroll if we determine that you are abusing the subscription plan for single use purposes. Motif reserves the right, in its absolute discretion, to determine your eligibility to re-enroll into a subscription plan. WE DO NOT PROVIDE REFUNDS FOR ANY PARTIAL-MONTH SUBSCRIPTION PERIODS. To cancel, please contact Motif's Customer Service Department during business hours (Monday-Friday 9:00 am to 6:00 pm ET) at 1-855-586-6843 or by sending an email to (service@motifinvesting.com). If

you cancel your subscription, you must allow two business days for the cancellation instructions to take effect on your account.

## Auto-Rebalance Service, Terms and Conditions

**Introduction.** Under the Motif Investing, Inc. Auto-Rebalance service, you have the ability to receive automated periodic rebalancing of eligible motifs. The Auto-Rebalance service allows all eligible motifs that you designate to be periodically rebalanced as described below. Eligible motifs are motifs that were built by Motif Investing and designated as eligible for the Auto-Rebalance service. Third party or customized motifs are not eligible for Auto-Rebalance.

**Rebalancing.** The market values of the securities making up a motif may decline or increase over time, due to ongoing market fluctuation. In addition, motif account values may fluctuate due to the relative weightings of the securities in the motif (i.e. the proportion of the total value of the motif represented by any particular security) deviates from the desired<sup>1</sup> weighting. Moreover, some component securities may cease to qualify for inclusion in the motif because their issuers are sold, merged away or liquidated, or because of changes in their business, results of operations or other relevant characteristics. Rebalancing involves the purchase and sale of securities with the goal of causing the relative weightings of the securities in the motif to be at the [desired] levels, based on the investment theme or investment idea of the motif and your desire to keep your motif aligned with that theme or idea.

For each of its constructed motifs, Motif Investing periodically determines (1) the securities that should be included in a motif, and their relative weightings, and (2) the purchases and sales necessary to bring the relative weightings of the securities making up the motif to the desired levels (the “Rebalance Transactions”). The manner in which the motif is constructed is defined on the motif details page.

**Rebalance Notifications.** Under the Auto-Rebalance service, the defined schedule showing the occurrence of a rebalance schedule is defined based whether your motif is rebalanced weekly, monthly, quarterly, semi-annually, and annually. The rebalance frequency for each motif can be found on your Motif BLUE program management page.

Frequency	Rebalance Available	Rebalance Occurs
Weekly	Every Friday of each week (market close)	Following Monday (market open)
Monthly	Last trading day of each month	Following Monday
Quarterly	First Thursday and Friday in March, June, September, December	Following Monday
Semi-annually	First Friday in March and September	Following Monday
Annually	First Friday in September	Following Monday

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<sup>1</sup> See how desired weighting for professional motifs are constructed: <https://www.motifinvesting.com/view/motif-construction-process>

With respect to each of your eligible motifs, we will notify you by email two days before each rebalance date and provide you with an opportunity to review the Rebalance Transactions and, if you wish, to cancel the rebalance. This notice will provide instructions for you to access your current motif portfolio and the proposed rebalances to the updated motif portfolio. It is your responsibility to review the rebalanced motif to determine that it continues to be suitable for your investment portfolio based on your financial situation and tolerance for risk. As discussed in the “Customer Acknowledgements; Terms and Conditions” section below, Motif does not provide individualized investment advice or recommendations to customers. Changes to motifs in Rebalance Transactions are not recommendations for particular investment strategies or particular investments. You are responsible for all investment decisions you make including the rebalances of your motifs. Motif makes no determination regarding the suitability of transactions you submit to Motif for processing.

You may enable or disable automated rebalances by selecting or deselecting the checkbox in the automated rebalance column for any of your eligible motifs on your Motif BLUE program management page. Enabling or disabling an automated rebalance prior to 4:00pm ET will go in effect on the next trading day. You will be able to cancel the Rebalance Transactions at any time before 9:20am ET on the scheduled rebalance date by logging into your account and canceling the rebalance order on your “Orders” screen. If you do not disable or cancel the Rebalance Transactions with respect to an eligible motif, your continued participation in the Auto-Rebalance service will be treated as your instruction to us to effect the Rebalance Transactions.

**Timing of Trades.** Rebalance Transactions for a motif will be executed as market orders at market open on the defined auto-rebalance date. As described more fully in the Customer Agreement, trades may not be fully executed at the market open price. [If a trade date falls on a non-trading day, the trade will occur as a market order at the open of the next available trading day.] You will receive trade confirmations in the ordinary course for your Rebalance Transactions.

**Customer Acknowledgements; Terms and Conditions.** These Terms and Conditions are in addition to, and do not replace, (1) the Motif Investing, Inc. Customer Agreement (including the description in the Customer Agreement of Order Entry, Market Volatility and Market Orders) and (2) the Motif Investing, Inc. website Terms of Use.

Motif will undertake rebalance transactions on your behalf under the Auto-Rebalance service as described above. You agree that Motif will not be liable for any loss incurred by you in connection with your participation in the Auto-Rebalance service. You will indemnify Motif and its officers, employees, agents, successors, and assigns against any and all claims or liabilities by virtue of us effecting the Rebalance Transactions on your behalf. This indemnity is unlimited and will be binding upon your heirs, successors, and assigns. Motif will have no liability for costs or damages resulting from inaccuracy of information which you provide to us, or from your failure to update any information which you have provided.

You acknowledge and agree that the investment products and services described and made available throughout the Motif Investing, Inc. website, including all motifs and the Auto-

Rebalance service, are provided for general informational purposes only and do not constitute investment recommendations, tax, or legal advice. Under no circumstance is any of the information contained on the website to be used or considered as an offer to sell, or a solicitation of an offer to buy, any particular security or securities or a recommendation to pursue, or an opinion as to the suitability of, any investment strategy.

You understand that you are solely responsible for all investment decisions you make regarding the transactions made in your account, including all Rebalance Transactions. Any order properly entered under the Auto-Rebalance service, including all Rebalance Transactions, is yours and you are responsible for any outcome as a result of such transactions, including the possible loss of principal invested based on an investment decision you make. You understand the risks involved with transacting in the securities you maintain and the fluctuation in value of your investment that will occur, and you agree that Motif Investing is not responsible for the investment decisions you make in your account.

You are solely responsible for providing the direction and instructions to participate in the Auto-Rebalance program. You are aware of the frequency of the transactions. Motif intends to notify you of upcoming Auto-Rebalance transactions as a courtesy reminder, however you are responsible for ensuring you notify Motif of any changes, edits, updates, or cancellation instructions you wish to apply to your program. Any transactions processed are therefore considered your directed instructions, which you have instructed Motif to process.

By making information available to you on the website and by facilitating your trading through the Auto-Rebalance service, Motif Investing is not advising you to invest in any particular security or securities, or to pursue any particular investment strategy. Motif Investing does not have access to information related to your financial situation or tolerance for risk. Although Motif Investing may provide tools that enable you to assess your own tolerance for risk, or otherwise assist to educate you in various ways, Motif Investing does not determine if the tools and resources provided to review investments made available on the website will result in suitable investments designed to meet your particular investment needs. All investments entail risks, and you are responsible for determining whether you can afford the risks of using the tools or making any investment available through Motif Investing.

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## Auto-Invest Service, Terms and Conditions<sup>2</sup>

**Introduction.** Under the Motif Investing, Inc. (“Motif”) Auto-Invest service, you have the ability to provide Motif with your directed instructions to invest a fixed dollar amount, periodically, into the motifs that you identify. You can select up to three eligible motifs for this recurring investment. Eligible motifs include motifs that were built by Motif Investing as well as motifs customized or created by you. Third-party motifs are not eligible for Auto-Invest. Your recurring investment will be invested into your motif(s) according to the weightings of the securities in your motif at the time your investment is scheduled for execution.

**Frequency and Start Date.** You can select an investment frequency of bi-weekly (every two weeks), monthly, or quarterly, and you determine the first purchase date, as well as scheduling the frequency of subsequent purchases. Please allow three full business days, or more, from the day you input your instructions, in order to implement your participation in Auto-Invest. For example, if you request Auto-Invest for XYZ motif on a Monday, the earliest start date for that Auto-Invest would be Thursday.

**Funding of Investments.** By enrolling in Auto-Invest, you are authorizing Motif to carry out your implicit instructions to purchase securities in your motif(s) portfolio, based on your instructions, in the dollar amount(s) and on the schedule selected by you. Motif will implement those instructions by initiating fixed debits periodically from your available cash balance in your account. If available funds are insufficient to cover all requested investments on the morning of the trade, then no investments will be made on that date and the order will be canceled. Motif will notify you by email of the canceled order. Further, if you have multiple motifs due for execution on the same day, and insufficient available funds to cover all recurring purchases, all pending Auto-Invest purchases will be canceled.

**Minimum Investment Amount.** The minimum recurring investment amount is \$250 per motif. Funds for recurring investments will be debited from your designated account. The amount of your total investment may be slightly more or less depending on a reserve balance necessary for market fluctuation at the open, as described in the Motif Investing Customer Agreement.

**Trade Notifications.** Motif will notify you by email two trading days in advance of the next recurring trade. The notification will contain the following information:

- Date on which the trade will be executed
- Name of each motif to be purchased
- Your specified investment amount for each motif
- Expected day and time of execution

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<sup>2</sup> The Motif Investing, Inc. Auto-Invest service is available exclusively to customers that have subscribed to Motif BLUE. The fee schedule and a description of the services associated with the Motif BLUE package are set forth on your Motif BLUE program management page.

For example, if your next scheduled recurring trade is set for Friday morning, you will receive an email notification following the close of market on Wednesday, two days ahead of your intended trade.

**Timing of Trades.** Purchased securities in an enrolled motif will be executed as a market order at market open on the trade date that you have selected. As described more fully in the Customer Agreement, trades may not be fully executed at the market open price. If a recurring trade date falls on a non-trading day, the trade will occur as a market order at the open of the next available trading day. You will receive trade confirms in the ordinary course, confirming your executed Auto-Invest purchases and your account positions will be updated accordingly.

**Modifications and Termination of Auto-Invest Service.** You may modify or cancel your auto-investment instructions on your Motif BLUE program management page. Any changes made prior to 4:00pm ET on a trading day will go into effect on the next the trading day, or you may cancel the automated transaction at any time before 9:20am ET on the scheduled recurring trade date from your Orders page. If notice is sent on a day that is not a trading day, modifications will be effective beginning on the second trading day after Motif receives your notification.

Motif reserves the right to modify or terminate your participation in the Auto-Invest service at any time and for any reason. You will remain liable for all items that have not been settled at the time your participation in Auto-Invest terminates.

**Customer Acknowledgements; Terms and Conditions.** These Terms and Conditions are in addition to, and do not replace, (1) the Motif Investing, Inc. Customer Agreement (including the description in the Customer Agreement of Order Entry, Market Volatility and Market Orders) and (2) the Motif Investing, Inc. website Terms of Use.

Motif will make purchases as instructed by you. You agree that Motif will not be liable for any loss incurred by you in connection with your participation in the Auto-Invest service. You will indemnify us and our officers, employees, agents, successors, and assigns against any and all claims or liabilities by virtue of us acting on your automatic investment instructions. This indemnity is unlimited and will be binding upon your heirs, successors, and assigns. Motif will have no liability for costs or damages resulting from inaccuracy of information which you provide to us, or from your failure to update any information which you have provided.

You acknowledge and agree that the investment products and services described and made available throughout the Motif Investing, Inc. website, including all motifs and the Auto-Invest service, are provided for general informational purposes only and do not constitute investment recommendations, tax, or legal advice. Under no circumstance is any of the information contained on the website to be used or considered as an offer to sell, or a solicitation of an offer

to buy, any particular security or securities or a recommendation to pursue, or an opinion as to the suitability of, any investment strategy.

You understand that you are solely responsible for all investment decisions you make regarding the transactions made in your account, including all Auto-Invest transactions. Any order properly entered under the Auto-Invest service is yours and you are responsible for any outcome as a result of such transactions, including the possible loss of principal invested based on any investment decision you make. You understand the risks involved with transacting in the securities you maintain and the fluctuation in value of your investments that will occur, and you agree that Motif Investing is not responsible for the investment decisions you make in your account.

You are solely responsible for providing the direction and instructions to participate in the Auto-Invest program. You are aware of the frequency of the transactions. Motif intends to notify you of upcoming Auto-Invest transactions as a courtesy reminder, however you are responsible for ensuring you notify Motif of any changes, edits, updates, or cancellation instructions you wish to apply to your Auto-Invest program. Any transactions processed are therefore considered your directed instructions, which you have instructed Motif to process.

By making information available to you on the website and by facilitating your investment through the Auto-Invest service, Motif Investing is not advising you to invest in any particular security or securities, or to pursue any particular investment strategy. Motif Investing does not have access to information related to or review your financial situation or tolerance for risk. Although Motif Investing may provide tools that enable you to assess your own tolerance for risk, or otherwise assist to educate you in various ways, Motif Investing does not determine if the tools and resources provided to review investments made available on the website will result in suitable investments designed to meet your particular investment needs. All investments entail risks, and you are responsible for determining whether you can afford the risks of using the tools or making any investment available through Motif Investing.

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