

**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 three primary areas: Auto-Rebalance, Auto-Invest, and Motif Impact Accounts, a collection of asset class motifs.

BLUE offers three service plans designed to meet your investing needs, as outlined here:

	<b>BLUE Starter</b> <i>\$4.95 / month</i>	<b>BLUE Standard</b> <i>\$9.95 / month</i>	<b>BLUE Unlimited</b> <i>\$19.95 / month</i>
Auto-Invest, commission-free	1 motif	Unlimited motifs	Unlimited 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
Motif Impact Account		Included	Included

Terms and Conditions for Auto-Rebalancing, Auto-Invest, and Motif Impact Account 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.

#### Monthly Real-Time Commission-Free Trades.

- i. [Real-time commission-free trades by subscription plan.](#) Subscribers of the “BLUE Standard” plan are eligible for one real-time motif, individual stock or ETF trade with no commission fee each month. Subscribers of the “BLUE Unlimited” plan are eligible for up to three real-time motif, individual stock or ETF trades with no commission fee each 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 enter into a pending state include Stop, Limit, and Stop-Limit orders. If the order expires or is canceled in the same calendar month in which 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 in which it was placed, then the commission-free trade is no longer eligible to be credited back to you. If you do not use any eligible commission-free trades 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, you will have an option to execute a motif or market order single stock trade at the next market open with no commission fees. With that option selected, the trade will be scheduled to be executed at market open of the next trading day at the prevailing market price. In addition, 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, scheduling market orders to be executed at market open 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.

[Market Commentary Reports from Motif Capital.](#) Once a quarter, you will receive at least one market commentary report from Motif Capital that discusses industry or sector analysis, trends impacting the markets, or other topical issues. These reports are provided 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. For subscribers of the “BLUE Unlimited” plan, we 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 provided through a third-party service provider that is unaffiliated with Motif Investing. While Motif believes the provider of the quote data to be a 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.

#### 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. Funded Motif Impact Accounts will require an additional \$9.95 monthly payment for every additional \$100,000 in aggregate assets across Motif Impact Accounts. For example, if the aggregate account balance of two Motif Impact Accounts in a BLUE Standard plan was \$220,000, the monthly payment would be \$29.85 (\$9.95 for BLUE Standard + \$19.90 for having more than \$200,000 in assets). 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. **Default Payment Methods.** You understand monthly payment for the service will charge your account cash balance as your default Payment Method if no credit card is added to the account. If you add a valid credit card and have multiple accounts, we will attempt to charge the monthly fee in the following order:
  - i. Credit card
  - ii. Non-retirement Motif Impact accounts, starting with the highest account value
  - iii. Retirement Motif Impact accounts, starting with the highest account value
  - iv. Non-retirement Trading accounts, starting with the highest account value
  - v. Retirement Trading accounts, starting with the highest account value
- vii. **Credit Card Payment Method.** If you added a credit card as your Payment Method, you understand monthly payment for the service must be made through the following credit card 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 on the BLUE management page on our website or 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.
- iii. In the event that your payment is past due and we deem your subscription fee unrecoverable from your credit card Payment Method, then we may deduct the past due subscription fees from your account balance in accordance to the order specified in Default Payment Methods and may terminate your subscription benefits. If for any reason there is insufficient cash available in your account balance to cover fees at the time they are charged and deducted from the account, Motif, in its sole discretion, may cause Securities in the Account to be liquidated to cover its fees.
- viii. **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](mailto: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 affect 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 any number of 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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## Motif Impact Account, Terms and Conditions

**Introduction.** Motif Impact portfolios are designed to provide an entry point for self-directed investors to develop an asset allocation investment strategy.

Investors can access these portfolios by holding a Motif Impact account and achieve exposure to these seven key asset classes: U.S. Stocks, Developed Equities, Emerging Equities, U.S. Real Estate, Commodities, U.S. Bonds, and International Bonds. For details on how we constructed our Impact portfolios, please refer to the white paper, [Motif Impact Investment Models Overview](#).

**Application and Onboarding.** If you wish to establish a Motif Impact account, you will be required to submit an application and fulfill certain funding requirements.

You can apply for Motif Impact accounts with registrations as sole ownership, joint tenancy with rights of survivorship, and Individual Retirement Accounts (IRAs). All Impact accounts are cash accounts – margin accounts are not available.

**Investment Profile.** To establish your Motif Impact Account, you will be required to complete an Investment Profile, specifying your investment goal, risk tolerance, and time horizon. Optionally, you can also enter a dollar value you aspire to realize from your investments as well as an environmental, social, or corporate governance (ESG) value you want to reflect in your investments.

You can establish multiple Impact accounts to targeting different goals, each reflecting a corresponding risk tolerance level and time horizon. For example, you may set a goal to save for retirement to have a longer time horizon than a goal to save for a home purchase. Either way, you can vary your inputs and control your investment strategy across multiple Impact accounts. As you direct Motif on how to transact on your behalf, you fully control your investment decisions.

**Impact Account Investments.** Another key step involves establishing your investment plan by selecting among the seven Impact motif(s), to create your investment portfolio. To help with your selection, you can access detailed information about each motif, including their underlying securities, weightings, and prevailing share price. Motif Impact Portfolio holdings are comprised of stocks, American Depositary Receipts (ADRs), and Exchange Traded Funds (ETFs) – all of which are subject to market risk and volatility. The portfolios do not include positions for cash or cash equivalents.

The Impact portfolios follow an established model that adjusts to the so-called “glide path” trajectory. Over a long-term investing time horizon, the portfolio seeks greater exposure to

stocks compared to bonds, and adjusts toward a more conservative allocation that favors bonds over stocks as the time horizon shrinks.

The composition of your Impact portfolio can vary from the glide path benchmark portfolio based on your specified risk tolerance, investment time horizon, and investment goal. In addition, the composition of your portfolios will be adjusted toward your unique needs based on your stated time horizon, risk tolerance, and ESG value results you have selected.

[Creating and Managing Your Impact Portfolio](#). Based on your investment profile, a default target asset allocation model will be created for you. This model assigns a percentage weighting for each of the seven asset classes based on the glide path described above and together add up to 100%. At any time, you may change this default target allocation to a custom allocation of your choosing.

You can customize the composition of any portfolio by adding or deleting the underlying stocks, ADRs, or ETFs at any time. Customizing the Impact portfolios this way will convert your Impact account to a standard trading account on the Motif platform. Your account will appear as a standard Motif brokerage account and your customized portfolios will appear as separate motifs in your account. A standard Motif brokerage account, allows you to easily create a customized portfolio, or motif, that contains up to 30 stocks, ADRs, and ETFs. You can add or remove these securities from your motif, and adjust their weightings anytime.

[Initial Deposit and Subsequent Contributions](#). The minimum initial deposit and account balance for a Motif Impact account is \$1,000. You will not incur a penalty if the total market value of your positions drops below the required minimum balance. If any fund withdrawals from your Impact account results in a balance below the required minimum, your account will be converted to a regular Motif brokerage account.

You can also set a recurring schedule to automate your deposits. The minimum amount for recurring contributions is \$250 and you can set these deposits to occur bi-weekly (every two weeks), monthly, or quarterly. Recurring deposits are funded through ACH transfers from linked bank accounts. You can also make separate deposits to your Impact Account through ACH transfers from linked accounts. Each deposit will contribute to the cash balance of your Motif Impact account.

You can change the frequency of your automated deposits or their dollar amount from the Transfers page of your account. You are not required to commit to a recurring contribution schedule.

[Automated Cash Balance Investing](#). Motif Impact accounts are designed for you to invest your available cash rather than to accrue large cash balances. Cash deposits, dividend distributions, or other cash disbursements all contribute to your available cash balance. When your cash balance exceeds \$250, orders to purchase additional shares of securities will be created based

on the weightings of the stocks, ADRs, and ETFs in your target allocation of your Investment Plan.

An email message summarizing the pending orders will be sent for your review at the close of the market. Those orders will be placed as market orders pending execution at the open of the next business day. During the period of time you receive the notice and prior to the next market open, you are responsible for reviewing the orders, and either taking action to cancel or make adjustments to those pending orders, or to allow the orders to stand as pending market orders. Your inaction to cancel these orders is tantamount to your authorization to execute the orders. You are responsible for closely monitoring your account, the status of transactions pending on your account, notifications generated from your account, and the outcomes of the activities that occur in your account.

At any time, you can disable automatic Cash Balance Investing from your BLUE plan management page. Any changes made after 4:30pm ET on a trading day will go into effect the next trading day. If you would like to make changes to any next-day orders, you must first cancel these orders from your Orders page.

[Automated Account Rebalancing](#). Price fluctuations in the motifs' underlying securities and other events may cause your portfolio's allocation to drift from your specified targets. In order to realign your portfolio with your risk appetite and intended allocation, it is necessary to rebalance your portfolio periodically.

Motif Impact portfolios are subject to quarterly rebalancing. Motif will send you an email notification before this event occurs. A day before the scheduled rebalance, you can either accept or cancel the rebalance, or edit your portfolio allocation. In all cases, you are responsible for monitoring your account for the rebalancing notifications and for making any desired changes in a timely manner ahead of the scheduled transaction(s).

When your Impact portfolio drifts from your target allocation more than your drift threshold (default is set at five (5) percent), orders will be placed automatically at market close to bring its current allocations to your specified targets. You will receive an email notification of the impending scheduling of any buy, sell, or rebalance actions scheduled based on the drift of your portfolio from your original allocation. You may cancel or adjust any pending orders prior to the next market open. Your inaction to cancel these orders is tantamount to your authorization to execute these orders. You are responsible for closely monitoring your account, the status of transactions pending on your account, notifications generated from your account, and the outcomes of the activities that occur in your account.

You may change the drift threshold or disable automatic Account Rebalancing at any time from your BLUE program management page. Any changes made after 4:30pm ET on a trading day will go into effect the next trading day. If you would like to make changes to any next-day orders, you must first cancel these orders from your Orders page.



[Impact Account Trades](#). As part of automated cash investing or account rebalancing, all buy and sell orders for Impact accounts are treated as market orders to be executed the following business day at the market open.

Impact account buy orders cannot be manually entered and executed as market orders. However, automated orders can be canceled, ahead of the next market open from your Orders page.

Impact sell orders can only be manually entered by Motif Customer Service reps. Sell orders can either be entered as market orders for execution at the prevailing market price at the time the order is entered in which case your Impact account will be converted to a regular Motif brokerage account. Alternatively, you may request your sell orders to be set as market orders good for the next market's open. In doing so, your account will remain an Impact account.

Stop or limit orders cannot be placed from an Impact account.

Motif Investing will require an excess cash reserve equivalent to two (2) percent of the value of your purchase order as protection against market fluctuation on opening prices the next trading day. You may not rely on Motif Investing's system controls to reject such orders, and you have an obligation to refrain from placing any transactions that suggest over-purchase or excess equity requirement. The reserve requirement allows for multiple transactions on one motif to be executed with dollar-denominated, fractional share purchases. The execution of your orders may result in slightly more or fewer shares than specified on the Orders page due to market fluctuations occurring at the next market open.

[Trade Notifications](#). Motif will notify you by email one trading day in advance of when a trade will occur. The notification will contain the following information:

- Date on which the pending trade is expected to be executed
- Name of each motif with buy or sell orders
- Your specified investment value for each motif
- Expected day and time of execution

You are responsible for monitoring your account for notifications and for taking action to either cancel or adjust your pending orders within the required timeframes. By taking no action within the required timeframe, you are confirming your agreement for the orders to execute as described in the notifications.

[Tax Events](#). As a reminder, the sale of any security position will result in taxable events. With a Motif Impact account, the sale of your holdings can involve up to 150 individual transactions. A rebalancing event may also result in adjustments to Impact motifs, including full and/or partial sales of securities. Motif will make available to you the necessary tax forms and statements to

report taxable events; however, Motif does not provide investment or tax advice. You may want to consult a tax or estate planning advisor regarding the tax consequences of these transactions.

[Modifications and Termination of Motif Impact Account](#). You may modify your investment plan on your Investment Plan & Target Allocations page. Any changes made after 4:30 pm ET on a trading day will go into effect on the next trading day. You may cancel any automated transactions at any time before 9:20 am ET on the scheduled recurring trade date from your Orders page. If notices are sent on a day that is not a trading day, your modifications will go into effect on the next trading day after Motif receives your modifications.

Motif reserves the right to modify or terminate your Motif Impact Account at any time and for any reason. You will remain liable for all items that have not been settled at the time your Motif Impact Account terminates.

[Service fees](#). Motif Impact Accounts are designed as subscription-based plans. If your Impact account application is approved, you agree to subscribe to a Motif BLUE plan, either the BLUE Standard plan starting with a \$9.95 monthly fee, or the BLUE Unlimited plan starting with a \$19.95 monthly fee. Motif Impact portfolio fees will be deducted from your account each month. Alternatively, you may establish recurring payment for the fees using a credit card. Please review the details in the Recurring Billing section of the BLUE subscription program for further information concerning billing schedules for Motif Impact accounts. Since Motif Impact Accounts are part of a subscription-based plan, you will not be charged separate commissions for activities such as the purchase or sale of securities in your Impact motifs and rebalances.

[Motif Impact No Compromise Guarantee](#). Motif Investing stand behind the performance of Motif Impact Portfolios. If, after the first year of account opening, the performance of the model portfolio, with the values filter that you select, underperforms the corresponding base portfolio by one (1) percentage point or more, Motif will refund 100 percent of your subscription fees incurred during the first year your Motif Impact account was opened. The one-year period begins on the day your first Motif Impact Portfolios transactions are processed. Should you update the weightings of your Impact Portfolios, the one-year clock will be reset beginning on the day the transactions for the newly weighted portfolios, are executed. The one-year clock will not reset for quarterly rebalance activity. The comparison between the performance of the client's Impact Portfolios investment and Motif's benchmark model is determined as follows:

- For a given investment horizon and risk tolerance, a client who does not express any affinity to values will have an asset allocation based on seven motifs (five motifs with portfolios comprised of individual stocks, and two motifs with portfolios comprised of only ETFs). This is the "default" model and is the benchmark for the impact performance guarantee.

- For a client with the same investment horizon and risk tolerance that expresses a value, for example “Sustainable Planet”, the client will use the same asset allocation model but the asset allocation model will be implemented using five “Sustainable Planet” versions of the default stock-portfolio motifs and the two motifs with ETFs. The motifs containing only ETFs will be no different for the value-sensitive portfolio.
- The value-sensitive motifs differ from the default motifs in that stocks with poor value scores are replaced with stocks with higher value scores (e.g., stocks with higher value scores with an affinity toward reducing climate change).
- The impact guarantee measures the benchmark default model against the Impact portfolio for a client who expressed an affinity toward value-sensitive investments expressed by the client— in this example fighting climate change. The guarantee is that the value-sensitive portfolio would not underperform the default portfolio by more than one (1) percentage point.
- Motif will measure the performance of the default model against the value-sensitive Impact portfolios created by the customer. This determination would be made a year after the customer first places the trades for the Impact portfolio model, and in this example would be the default model vs. the client’s “Sustainable Planet” Impact portfolios.
- The comparison will be done at the model level (i.e. default model) vs. value-sensitive model. Performance comparisons will not be made based on the account’s actual realized performance. No fees or commissions will be considered in the calculation.
- Refund will be limited to only the fees associated with the Impact Portfolio account. Any trading fees, or fees associated with unlimited trading will not be eligible for this refund.
- Subscription will be refunded as cash and deposited into your Impact Portfolio account.

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[Customer Acknowledgements; Terms and Conditions](#). These Terms and Conditions are in addition to, and do not replace, the terms as outlined in: (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., Terms of Use, and Motif BLUE subscription plan, including the Auto-Invest and Auto-Rebalance Terms and Conditions as published on our website.

You agree that Motif will not be liable for any loss incurred by you in connection with your investments in the Motif Impact account. 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 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 any inaccurate information that you provide us, or from any failure on your part to update any information that you have provided us.

You acknowledge and agree that the investment products and services described and made available throughout the Motif Investing, Inc. website, including all motifs, as well as the Motif Impact Account, are provided for general informational purposes only and do not constitute

investment recommendations, nor 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 your Motif Impact account, including all transactions and instructions you direct to Motif, and any subsequent transactions that occur within the account. Any order properly entered in your Motif Impact account will be executed based on instructions deemed to be at your direction. Consequently, you are responsible for the outcome of such transactions, including the possible loss of principal invested. You understand the risks involved with transacting in securities, including fluctuations in the value of your holdings.

You are solely responsible for providing the investment direction and instructions for your Motif Impact account. You bear responsibility for knowing the frequency of the transactions, including recurring transactions, based on the instructions you have provided. While Motif intends to provide you with courtesy reminders of upcoming transactions to your Motif Impact account, you are responsible for notifying Motif of any changes, or cancellation instructions that you wish to apply to your Motif Impact account. Any transactions processed are therefore considered instructions directed by you for Motif to process.

By providing market and account information available to you through the Motif website and mobile app, and by facilitating your investment through the Motif Impact account, 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 verifiable access to information related to your financial standing or risk tolerance. You are responsible for the data you provided about your financial standing, risk tolerance, time horizon, and values, as well as making any changes or updates to that information, which may modify the results of your portfolios; thus, as a self-directed investor, you are responsible for your inputs that helped create your unique portfolios, as well as the providing the authorization for any resulting transactions. Although our website may provide various educational resources, including tools that help you assess your risk tolerance, Motif Investing does not determine whether published resources, which are designed to help you review your investments, will result in investments suitable for your investment needs. All investments entail risks, and you are responsible for determining whether you can take on the risks of using the tools to aid your investing decisions or of investing in any security offered by Motif Investing.

No information presented constitutes a recommendation by Motif Investing to buy, sell, or hold any security, or to engage in any specific investment strategy. Motif makes no representation regarding the suitability of a particular investment or investment strategy. You are responsible for all investment decisions you make, including the risks you take as a result of these decisions. Investments are subject to market risks, volatility, and price fluctuations, all of which can affect the value of your portfolio.