



MOTIF Investing, Inc., Customer Agreement

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MOTIF Investing, Inc.
Customer Agreement
Dated: December 15, 2017

MOTIF Investing, Inc., Customer Agreement

The investment products and services described and made available throughout the MOTIF Investing, Inc. website (referred to as the “website”), 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 a recommendation to pursue any investment strategy.

MOTIF Investing products and services are intended for residents of the United States with current and valid taxpayer identification numbers and are not offered or made available to citizens residing in countries outside the U.S. This customer agreement is a legal document that sets out MOTIF Investing’s obligations to you and your obligations to MOTIF Investing.

By typing <I AGREE> during the account opening process, you agree to read and be bound by this agreement as amended by us from time to time. You further agree to other online agreements posted to the website, including any changes made from time to time to this agreement and understand that this agreement, and any amended versions subsequently made available to you, are the legal equivalent of signed, written contracts, and equally binding.

You agree that you are of legal age to maintain a brokerage account – at least 18 years old – and a permanent resident of the United States with a current and valid taxpayer identification number. You are opening this account for investment purposes only and do not intend to be disruptive or join from an organization which is unauthorized to maintain an account with MOTIF Investing. You agree that the information you have provided on your account opening documents are true and accurate and you will promptly notify MOTIF Investing of any changes to the information you provided on the account application. You understand that by applying for a brokerage account, you authorize MOTIF Investing to perform background checks to help verify and validate the information you provided and understand that MOTIF Investing is authorized to approve or deny any application as it deems is in the best interest of the firm. You also agree that you have read and understand the fees and commissions requirements associated with maintaining a brokerage account and will promptly pay such fees as required or requested.

MOTIF Investing does not guarantee that all or any of the access routes will be available to you at all times and reserves the right to suspend access to the website without prior notice during scheduled or unscheduled system repairs or upgrades. MOTIF Investing offers alternative ways for customers to access their accounts including website and telephone, and customers agree that if they experience any difficulties accessing the website, including during periods of heavy trading, they will attempt to use alternative methods to access their accounts.

You are responsible for establishing a User ID and Password in order to access your account. It is your responsibility to maintain confidentiality of your User ID and Password and to change your Password as often as necessary in order to protect its confidentiality. You are responsible for notifying MOTIF Investing immediately in the event you are aware of any unauthorized use of

your User ID or Password. You are responsible for all transactions and activities performed while you are logged in to your account.

MOTIF Investing maintains sophisticated systems and employs experienced personnel to receive and process your transactions. Information processing and communications systems, both our own and those of third parties on whom we depend, are subject to occasional congestion, technological problems, or in extreme cases, service disruptions. Beyond our proprietary systems, MOTIF Investing relies on services from third parties, including a clearing and settlement firm, market centers that execute customer orders, and quote vendors to provide customers with quotes. Failure of a critical system for a significant period of time could limit our ability to rapidly and accurately process transactions or deliver timely market data.

Opening Your Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you.

1. Amendments: MOTIF Investing may at any time amend this Agreement, by modifying or rescinding any of our existing provisions or conditions, or by adding any new provision or condition, and may notify you of such amendment with a message on our website or other means as necessary, as well as posting the new version of the Agreement on the website. For amendment(s) deemed to be minor or immaterial, MOTIF Investing may not deliver a separate notice but simply post the new version of the Agreement on the website. Continued use of the website, or use of any other services after such notice is presented will constitute acknowledgment and acceptance of such amendment.

2. Entire Agreement: This Agreement represents the entire agreement between you, the customer, and MOTIF Investing concerning the subject matter herein. Certain policies and/or procedures may be further outlined on the website and by your use of the website and services, you agree to be bound by any and all such postings. You may not assign any right or obligations hereunder without first obtaining the prior written consent from MOTIF Investing.

3. Other Agreements and Terms Apply: You agree and understand that other specific disclosures, policies, terms and conditions apply to your use of the site and your account. It is your continuing obligation to understand such terms, and you agree to be bound by such terms as are in effect at the time of your use or maintenance of your account as they apply. Such agreements include, but are not limited to:

- A. Privacy Policy
- B. Terms of Use
- C. Terms and Conditions for IPO Participation
- D. Motif BLUE Subscription Program Terms and Conditions

4. Clearing Status: You understand that MOTIF Investing introduces your account and transactions on a fully disclosed basis, and that MOTIF Investing has entered into a clearing arrangement with Pershing, LLC., ("Pershing" and/or "the Clearing Agent"), to perform specific

services. You understand that Pershing carries your MOTIF Investing account as a fully disclosed clearing broker pursuant to a Brokerage Services Agreement, and that Pershing will clear all transactions under this Agreement pursuant to that clearing agreement. You understand and agree that Pershing is only responsible for the execution, clearing and bookkeeping of transactions made and is not otherwise responsible for the conduct of MOTIF Investing.

Until receipt from you by written notice to the contrary, Pershing may accept from MOTIF Investing, without inquiry or investigation, (i) orders for the purchase or sale of securities on margin, if you have elected and been approved to have a margin account, or otherwise, and (ii) any other instructions concerning said accounts. Pershing shall look solely to MOTIF Investing unless otherwise directed by MOTIF Investing, and not to you, with respect to any such orders or instructions; except that you understand Pershing issues trade confirmations, account statements, and written or other notices with respect to your account to you with copies to MOTIF Investing, and that you will be directly responsible for delivery of margin, payment, or securities. You agree to hold harmless Pershing from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided Pershing has acted in accordance with the above. The foregoing shall be effective regarding your account until written notice to the contrary is received from you by Pershing or MOTIF Investing.

You will respond to inquiries MOTIF Investing may make concerning your account and if any inquiry sent to Pershing is in the form of a complaint regarding MOTIF Investing, Pershing will be responsible for (i) promptly notifying MOTIF Investing about the complaint; (ii) providing you with an acknowledgement that Pershing has done this; and (iii) providing a copy of your complaint to MOTIF Investing's designated examining authority. You also understand and agree that any rights that either Pershing or MOTIF Investing have under this Agreement may be exercised by either Pershing or MOTIF Investing or may be assigned to the other, and that Pershing and MOTIF Investing may enforce any rights under this Agreement independently or jointly

5. Current Information: You agree to always provide MOTIF Investing with accurate information which you have the duty to immediately update when your personal or financial circumstances change. You represent and warrant that the information you supply in your new account documentation, your account profile, and all other information requested by us and provided by you is accurate and truthful.

6. Security Interest and Lien: All securities now or hereafter held, carried or maintained by us in our possession or control, for any purpose, in or for the benefit of any of your accounts, now or hereafter opened, including any account in which you may have an interest, shall be subject to a continuing first lien and first priority perfected security interest in favor of us for the discharge of all indebtedness and your other obligations to us, and are to be held by us as security for the payment of any liability or indebtedness of yours to us in any of said accounts.

You authorize MOTIF Investing the right to transfer securities and other property so held by us from or to any other of your accounts held by us, whenever, in our judgment, we consider such transfer necessary for our protection. In enforcing our lien and security interest, we shall have the right and discretion to determine which securities and properties are to be transferred.

7. Account Restriction or Breach: In the event of a breach or default by you under this Agreement, MOTIF Investing shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein. You understand that MOTIF Investing may at any time, at our sole discretion and without prior notice to you; prohibit or restrict your access to the use of the website or related services and your ability to trade and may refuse to accept any of your transactions. MOTIF Investing may close your account or terminate services rendered at any time for any reason deemed necessary including for activities believed to be abusive, improper, or illegal.

8. Payment of Indebtedness Upon Demand: You shall at all times be liable for the payment, upon our demand, of any debit balance or other obligations owing in accounts of yours with us, and you shall be liable to us for any deficiency remaining in any such accounts in the event of the liquidation thereof, in whole or in part, by us or by you; and, you shall make payment for such obligations and indebtedness upon demand by us.

9. Check Deposits: You understand and agree that MOTIF Investing may hold funds deposited by you for any length of time until payment is made and the deposit has cleared. If a deposited check is dishonored by the bank on which drawn, MOTIF Investing may, at any time, and in its sole discretion without notice, liquidate any and all securities positions in your account that were purchased using the uncollected funds without incurring any liability on its part. Any trading gains resulting from trading against uncollected funds represented by a deposited check or other financial instruments are our property unless and until the funds represented by that instrument (not a substitute or supplemental instrument) are collected by us, and you remain responsible to us for any losses resulting from such trading, in addition to your responsibility to make good any dishonored check. In addition, you acknowledge and give approval that we may, at our discretion and without notice, utilize an electronic check process or Automated Clearing House (ACH) facility to draft funds in the amount of any of your checks payable to MOTIF Investing, its agents or assignees.

10. Availability of Funds: Funds that are received by MOTIF Investing in good deliverable form and have been credited to your account may not be available for trading for up to three (3) Business Days and generally are not available for withdrawal for up to ten (10) Business Days. MOTIF Investing may, in its sole discretion, impose a longer period during which funds may not be available for trading or withdrawal. MOTIF Investing reserves the right, in its sole discretion and without advance notice, to refuse certain types of additions of funds to your account, including third party checks or previously returned items. MOTIF Investing reserves the right to require that you make requests for withdrawals from your account in writing.

11. Wire Transfers and Check Disbursements: By sending MOTIF Investing a wire or check disbursement request (whether electronically or in writing), you authorize MOTIF Investing to act on your behalf to initiate the wire transfer or check disbursement. On receipt of a wire transfer or check disbursement request, MOTIF Investing will transmit payment instructions to our clearing firm. If a wire transfer or check disbursement request is received after the relevant cutoff time, your request may be treated as if it were received the next Business Day. MOTIF Investing reserves the right to reject wire transfer or check disbursement requests as circumstances warrant.

It is your responsibility to ensure that your instructions are accurate before requesting MOTIF Investing to initiate a wire transfer or check disbursement. A wire or check disbursement request cannot be amended or canceled after MOTIF Investing receives it. MOTIF Investing may in its discretion attempt to abide by a subsequent request for a change, but it is not obligated to do so. You agree to indemnify and hold MOTIF Investing harmless from any losses arising out of, or relating to an attempt to amend, or cancel a wire transfer, or check disbursement request. In addition, if you request a stop payment on any check issued in response to a check disbursement request, you understand that you may not have access to the funds for at least sixty (60) days.

If you arrange for a wire transfer to be directed to your MOTIF Investing account, you are responsible for ensuring that such wire is initiated properly, addressed properly in accordance with the clearing firm's wire instructions, in exactly the form required by MOTIF Investing for identification of you and your account. You understand that any erroneous, mismatched, or incomplete identifying information on an incoming wire transfer may result in such wire being rejected, lost, posted to an incorrect account or returned to the originating bank without notice to you, and you agree to indemnify and hold MOTIF Investing harmless from any losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an incoming wire.

12. Joint Accounts: If you maintain a joint account with MOTIF Investing, your account will be held in joint tenancy with rights of survivorship. Each tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all matters with respect to this agreement. You agree to indemnify MOTIF Investing, and MOTIF Investing shall be fully protected in acting upon the instructions of either account holder. This includes the sending of email notifications, trade confirmations, account statements, notices or other communications to either of you, or in making delivery to any of the joint owners of any and all securities and other property in the account, or making payments to any of the joint owners of any or all monies in the account as any of the joint owners may order and direct. MOTIF Investing shall be under no obligation to inquire as to the purpose of any such demand for deliveries and payments. However, you understand that MOTIF Investing may request, at its sole discretion, each party or person authorize a specific transaction, including deposits or withdrawals, although MOTIF Investing may not be required to do so. Each of you shall be jointly and severally liable for any amounts due to us pursuant to this Agreement, whether incurred individually or by both of you.

In the event of the death of any of the joint owners, the surviving joint owner(s) shall immediately provide MOTIF Investing with proper written notice thereof, and MOTIF Investing may, before or after receiving such notice, take such actions, require such documents, and restrict transactions in the account as MOTIF Investing deems advisable, in its sole discretion. The estate of any deceased joint owner shall be liable and each survivor will be liable, jointly and severally, to us for any debt or loss in the account resulting from the completion of transactions initiated prior to our receipt of a written notice of death, or for debt or loss incurred in the liquidation of the account or the adjustment of the interests of the joint owners.

Any taxes or other expense becoming a lien against or being payable out of the account subsequent to the death of any of the joint owners shall be chargeable against the interest of the surviving joint owner(s) as well as against the interest of the deceased joint owner's estate.

13. No Advice: You understand that MOTIF Investing, through the website or any interaction you have with representatives of the firm, provides no tax, legal, estate planning, or investment advice of any kind, nor do we give advice or offer any opinion with respect to the nature, potential value or suitability of any particular securities transaction or investment strategy. You understand that you are solely responsible for all investment decisions you make regarding the transactions made in your account. You further understand that while you may be able to access market data and information from the website, the availability of such information does not constitute a recommendation to buy or sell any of the securities made available for purchase on the website (including securities appearing in any motifs published in the catalog of motifs) or to engage in any particular investment strategy. Any investment decisions you make will be based solely on your own evaluation of your financial circumstances and investment objectives and the suitability for you of any security or any investment strategy. Any order entered using your password is yours and you are responsible for any outcome as a result of transactions that you initiate, including the possible loss of principal invested based on an investment decision you made. 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.

By making information available to you on the website, 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.

The terms of this paragraph 13 apply both to motifs published by MOTIF Investing and to motifs published by any other person, including any "Build Your Own" motif(s) published by a customer.

14. Third Party Access: Your use or your grant of access to your account to any third party to access information or place transactions in your account is at your sole risk. If you authorize or allow third parties to gain access to MOTIF Investing's services, including your accounts, you will cooperate in defending and indemnifying MOTIF Investing against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use. MOTIF Investing 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 access to your account or information.

Certain market data and information appearing on the website is provided as a service to customers and is obtained from third party sources deemed to be reliable, however MOTIF Investing cannot make any guarantees or warranty of accuracy regarding the timeliness, accuracy or completeness of the information provided. MOTIF Investing provides the ability for customers to link to third-party market information providers as a service to customers. While MOTIF Investing believes these providers make available fair, balanced, timely, and accurate information,

it cannot make any warranties or guarantees regarding the information third-party providers provide, guarantee the accessibility of such information, or be held responsible for the content provided on such third-party sites.

15. Order Entry: You understand that all orders submitted or entered by you, either electronically or otherwise, are based solely upon your investment decisions, are unsolicited and are your sole responsibility, and you will not hold, nor seek to hold, MOTIF Investing or any of our officers, directors, employees, or agents, liable for any trading losses or other losses incurred by you. You understand that entering an order with MOTIF Investing, including market orders, either electronically or otherwise, does not guarantee execution of the order, and you agree that MOTIF Investing shall not be responsible for any order that is not executed. You understand that MOTIF Investing, or any regulatory body, exchange or clearing agent, has the right to cancel or break any executed transaction on the grounds that it was, in MOTIF Investing's or their opinion, "clearly erroneous". MOTIF Investing shall not be deemed to have received any order electronically transmitted by you until it has actual knowledge of such order. You understand that all electronic orders are only acceptable through order entry screens provided by MOTIF Investing.

16. Market Volatility, Market Orders, Limit and Stop Orders: MOTIF Investing currently accepts market and limit orders as buys orders. MOTIF Investing makes available accepts, market orders, which are processed when received during market hours, as well as limit orders and stop orders, which can be entered as day orders or Good "Til Canceled ("GTC"). Limit and stop orders can only be placed as single stock transactions. All purchases and sales of motif-based order are entered as market orders. A market order is subject to execution at the prevailing market price. A limit order for a particular stock will be subject to execution at the there is sufficient trading at or better than the limit price you define. A sell stop order will become a market order once the stop price that you have defined, has been triggered. As a result, you will receive the price at which your order is executed in the marketplace. A sell stop limit order will become a limit order once the price reaches your stated limit price.

During market conditions when there is accelerated volatility in the marketplace, or other fast market conditions or periods of high volume, the price at which your order executed may differ from the quoted price you reviewed on your order preview page, for example, while you await executions of orders at the open as the opening cross is determined. You may also receive partial executions of an order that executes at different prices and times. In addition, your sell stop order may execute at a lower price than your stop price, given that the stop order becomes a market order once it is triggered. You agree to not hold MOTIF Investing liable for any such price fluctuations, or partial fills of orders, or other conditions that may arise.

The execution price of exchange-listed securities may open for trading at prices substantially higher or lower than the previous closing price or any pre-market quote. You understand you will receive the prevailing market price at the time your market order is executed and understand that the price you pay may be significantly higher or lower than the price you viewed at time you placed the order. If you enter a market order after market hours to purchase a motif for a specific dollar amount, you understand the additional risk and likelihood that the closing prices from the previous trading day may not match the opening prices once trading begins for the next trading session. For example, if you enter a market order to invest \$5,000 toward the purchase a motif containing 20 individual stocks while the market is closed, you will be able to allocate the amount

of your purchase to the 20 stocks in your motif based on your instructions. You will be able to view the closing prices from the previous session on your order preview page. However, you understand the risk that the share prices at the time the market opens, may not match the closing prices from the previous trading day. Therefore, you will see your 20 stocks executed at the prevailing market price as of the opening price, which may be higher or lower than the prices you viewed at the time you previewed your order. For that reason, MOTIF Investing applies a reserve on purchases intended to help minimize the impact of share price fluctuations.

You understand that any order entered for the purchase or sale of a specific security held in a particular motif, or a partial or whole purchase, or sale of a motif or individual security held within a motif, whether during market hours or, after market hours, must be entered as a market order. For example, the purchase of a motif that contains 20 securities must be entered a market order, the result being 20 individual market orders. As another example, the sale of two securities held within a motif that you hold, must both be entered as market orders. The result will be recorded as market order sales for both securities.

Individual stocks or ETFs held outside maintained as single stock positions are eligible to be sold as a limit order, or sell stop order, can be entered as sell orders either as a day or GTC order (market orders would be sold at the time the order is received at the market). GTC orders may remain eligible for execution for 60 calendar days from the day the GTC limit or sell stop order is entered (a market order is entered as a day order and executed as soon as the order is received in the marketplace in good order). A limit order will be triggered at the time there is sufficient trading at or better than your defined limit price.

A sell stop order will be triggered at the time the stop price you entered is reached in the marketplace. Once reached, the stop order becomes a market order which executes at the next available price, which can be higher or lower than your stop price. If your limit or stop order price is not triggered within 60 calendar days, the order will be canceled. You are responsible for knowing when you have a pending GTC order that is eligible for execution during and the impact a pending GTC order can have on your available buying power. You are responsible for ensuring you have funds available to cover your trading activity.

17. Cancellation Requests, Order Changes, Late and Corrected Reports: A cancel instruction is only a request and, as such, cancellation of your order is not guaranteed. MOTIF Investing processes requests to cancel on a best efforts basis and is not liable to you if it is unable to change or cancel an order. Your order will be canceled only if your cancellation request is received in the marketplace and matched up with the existing order before the order is executed. The ability to cancel an order depends in large part on the volume of trading in the particular security and conditions in the marketplace as a whole, over which MOTIF Investing has no control.

Market orders are subject to immediate execution and generally cannot be cancelled during market hours. Market orders placed prior to market open are subject to immediate execution at the opening and cancellation requests placed shortly before trading begins may not be capable of being effected. If an order cannot be canceled or changed, you agree that you will be bound by the results of the original order you placed.

You may enter a request to cancel a limit or sell stop day, or Good 'Til Canceled order at any time

the order is pending. However, there is no guarantee that the cancellation request can be received and matched with the existing order before an order is executed. Your efforts to cancel an existing sell stop order can only be accepted on behalf of single stocks and ETFs available through the single stock trading order screen (see Section 22). You will receive a notification if the cancellation has been processed according to instructions, or if your cancellation request was not received at the marketplace in time and the order executed.

You should not assume that a cancel request has canceled your intended order until you have received a confirmation from MOTIF Investing. You are responsible for knowing the status of your pending orders before entering additional orders. Any duplication of a pending order will be considered an authorized and intended order by you, even if the execution of the order exceeds your available buying power or duplicates an order. You agree to wait for a confirmation of a cancellation request before attempting to enter a new, replacement order.

MOTIF Investing makes available the opportunity to purchase and sell individual stocks as stop orders through the single stock trading platform. Existing positions can be viewed as single stocks/ETFs within the positions page. The purchase and sell orders for stocks/ETFs purchased or sold within the motif construction can be executed only as market orders at this time.

You will not assume that an order has been executed, changed or cancelled until you have received a transaction status report from MOTIF Investing, specifically indicating that the order has been executed, changed or cancelled. From time to time MOTIF Investing receives delayed reports of order executions, changes and/or cancellation request status from exchanges or market participants reporting the status of transactions. You will be subject to late reports of executions related to orders that were previously unreported to you or reported to you as being expired, cancelled or executed. In addition, any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace.

You are responsible for knowing the status of your pending orders before entering additional orders. Any duplication by you of a pending order will be considered authorized and intended by you, even if the execution of the order exceeds your Available Funds or purchasing power. If you wish to change an existing order, you agree to enter a change order. If you enter a cancellation request, you agree to wait for a transaction status report specifically indicating that your cancellation request has been affected prior to entering a replacement order.

18. Transactions and Settlements: All orders for the purchase and sale of securities will be authorized by you and executed with the understanding that an actual purchase or sale is intended by you. In addition, you agree that it is your intention and obligation, in every case, to maintain in your account sufficient funds to cover orders you enter for purchases of securities. If MOTIF Investing makes a sale of any securities at your direction, and if you fail to deliver to us any securities that MOTIF Investing has sold at your direction, MOTIF Investing is authorized to borrow or otherwise obtain the securities necessary to enable it to make delivery, and you agree to be responsible for any cost or loss MOTIF Investing may incur, including the cost of borrowing and obtaining the securities. You understand that MOTIF Investing acts as your introducing broker and has hired Pershing as its clearing agent, with responsibility to complete and execute all such transactions, and is authorized to make advances and expend monies as required.

19. Execution of Orders: Though orders are usually routed to the marketplace or exchange within seconds, certain orders, at MOTIF Investing or its clearing agent's sole discretion, may be subject to manual review and entry, which may cause delays in the processing of your orders. You also understand that with respect to any order, you will receive the price at which your order was actually executed in the marketplace or exchange, which may be different from the price at which the security is trading when your order is entered into the MOTIF Investing order review page. Consistent with the overriding principle of best execution and subject to applicable regulatory requirements, you understand that MOTIF Investing relies on Pershing for routing agency orders to the appropriate market or exchange in order to achieve its best execution obligation.

The most convenient and efficient manner of entering orders for motif transactions is through the website. MOTIF Investing offers customers a unique way to invest in a basket of securities that can include individual exchange-listed securities, through motifs. You may hold one or several securities within one motif and can maintain investments in several motifs. You are able to customize your motif according to your own personal and unique investment objectives and you may enter a market order to trade a motif of securities for one total commission price, or individually transacting each security contained within the motif. The commission schedule can be found within the FAQ's section of the website.

Given the unique design of a motif and the individual nature of your construction of the securities contained within your motif investment, MOTIF Investing requests that you enter your motif trading instructions through the website. MOTIF Investing's unique investing interface allows you to hold up to 30 securities within a given motif based on your particular investment decision. You are able to transact in the securities contained within a motif based on a specific dollar amount, for example a \$5,000 investment in one motif toward the purchase of each of the securities contained within your motif based on your preferred allocation. You may customize your order based on share totals, for example, selling stocks within a motif based on specific share totals according your preferred allocation. Allocating your particular trade instructions for up to 30 individual securities based on a share or dollar amounts creates complexities, given the large volume of data and instructions contained in a typical order. Your detailed trade instructions can be submitted easily and clearly on MOTIF Investing's unique order entry and order preview pages, which are designed to allow for the convenient transmission of the large volume of data an order contains. The order entry and preview pages allow you not only to allocate your preferences easily and clearly, but also provides you with real time quotes to help you gauge your approximate transaction value prior to the time your order is sent to the marketplace for execution.

Our Customer Service Representatives are available to help you understand how to enter your orders online. However, our representatives are not able to accept orders by telephone and provide prevailing market prices and send your orders to the marketplace with the same speed and efficiency as can occur online.

In certain situations when you may not be able to access your account online, MOTIF Investing is able to service your trading needs via telephone by contacting a Customer Service Representative. However, you understand that your orders are processed individually, for example, each order in a motif will have to be processed one at a time until all of the securities have been entered and sent to the marketplace for execution.

In the event you place an order by telephone, you will be charged an additional fee for the service of accepting your instructions by telephone. You should refer to our FAQ's to determine the additional fees applied to telephone orders.

You understand Motif Investing, at its discretion, may to submit orders jointly with other orders for other customers and acknowledge that the average price for executions resulting from bunched orders will be assigned to your trade. Motif Investing makes available the underlying records/trade confirmations reflecting the actual transaction prices which are accessible by logging into your account.

20. Day Trading: A customer who buys, then sells a particular security in the same trading day within their margin account may have performed a day trade. If a customer executes four or more day trades within a five-day period (five consecutive business days), that customer may be considered a pattern day trader. A pattern day trader is defined as a customer who executes four or more day trades within a five-day period in a margin account, provided the number of day trades are more than six percent of the investor's total trading activity for that same five-day period. A pattern day trader is subject to special rules including maintaining an equity balance of at least \$25,000 in the margin account, which must be in the account prior to any day-trading activities.

You should be aware that the purchase and sale of a motif that contains four or more securities, which you purchase, then sell on the same day, may cause your margin account to be coded as a day trading account, which would require you to meet the minimum margin requirement. Failure to meet the day-trading requirements could place trade restrictions on your account, including limiting your account to sell transactions, removing margin privileges from your account, or account closure.

MOTIF Investing does not promote day trading activity. In order to prevent customers from falling into pattern day trading activity, MOTIF Investing will block the sale of any security that would trigger pattern day trading activity, for any customer who maintains a margin account with a balance of less than \$25,000. If one of your trades has been blocked you can call Customer Service for further information. If, through your actions, your account activity causes your account to be flagged for pattern day trading, you are responsible for meeting any call that may have been issued and agree to abide by any trade restrictions placed on the account.

21. Risks of Investing in Motifs: You are responsible for making investment decisions based on your particular investment needs, tolerance for risk, and personal investment strategies, and the decisions you make are yours alone. You are able to modify a particular motif to match your unique investment decisions by entering and confirming instructions for the securities you wish to purchase (or sell). All transactions in securities contained within a motif will be executed individually as market orders. You are able to add or remove, and change the proportion of securities represented in any motif you elect to invest in, including removing securities from a motif (as few as one security), adding securities to a motif (generally, as many as 30 securities may be included in one motif), and adding to your motif any exchange-listed securities that you deem appropriate. MOTIF Investing makes available for your consideration only, selected motifs, as well as a reserved list of securities that are related to that particular motif. However, the securities contained in the motif or reserved list are provided for informational purposes only and in no way constitute investment advice and the range of securities available for purchase is not limited to those securities contained in the motif or reserved list – you are able to add available securities to

any motif based on your investment strategy. You are responsible for all investment decisions you make regarding the composition and entry of any order for your particular motif.

The commission, and any exchange and regulatory fees, will be distributed proportionally across all the securities within the motif that are executed. For example, an order to purchase a motif with 20 stocks, will be submitted to the market center in the order the 20 stocks were received by the market center. Your orders, which represent 20 individual transactions based on this example, may be executed at different market centers depending on the routing direction determined by Pershing, our clearing firm. Your first order, stock ABC for this example, will be the first order sent to the market for execution and will execute at the prevailing market price at the time the order is received. The second order, stock DEF, for this example, will be the second order sent to the market for execution and will execute at the prevailing market price at the time the order is received. This pattern will continue until the entire motif order is exhausted. The 20th stock in this motif, stock XYZ for this example, will be the 20th stock order sent to the market center for execution and will execute at the prevailing market price at the time the order was received. Thus, the order for ABC is likely to execute prior to the time the order for stock XYZ executes. The prevailing market price for stocks ABC, DEF, and XYZ may be different from the quoted prices you saw on the order preview page. There are other conditions that may prevent certain orders within your motif from executing at all, including markets closing before all 20 individual orders can execute, trading halts, and partial fills in which only a portion – but not all – shares for a particular order could be executed. The sequence for executing orders for the securities within your motif, apply to buy orders as well as sell orders.

You understand and agree that during periods of high volume, such as market opens and closes, your orders will be executed within prevailing market conditions, however, the timing and prices of executions may not occur at the price you saw on your order preview page.

In certain circumstances MOTIF Investing may determine it necessary to process orders in whole shares only. In those cases, MOTIF Investing will generally post an alert on the website. There is no guarantee that you will receive this notice prior to the time MOTIF Investing directs orders to the market to be processed in whole shares. When orders placed to purchase securities within a motif are entered in whole shares only, the number of securities in the motif order may be reduced based the circumstance in which a security(ies) represents less than one share and is therefore reduced to zero.

You also understand that your market orders to sell a particular motif may result in the execution of fractional shares of securities. The fractional shares may execute in increments as small as 0.01 (one-one hundredth) of a share. You may enter a request to liquidate a particular dollar amount for your entire order which would trigger the distribution of a specific number of shares of each security in the motif to meet the requested dollar amount as close as possible.

When entering an order for a motif containing up to 30 individual securities, you understand that each transaction occurs individually at the marketplace. There may be circumstances when one or more securities did not execute and was rejected for one of several reasons, such as a trading halt, corporate action, market closure, or failure by the market maker to execute the order as instructed. You may be able to Repair or Archive those motif orders or you may contact MOTIF Investing for additional instructions regarding the status of your motif order.

There is a pre-set minimum dollar amount of \$250 for your redemption request to sell shares of securities within your motif, unless the value of your motif is less than \$250, at which point you can enter an order to sell all the securities in your motif. You may also enter an order sell individual securities contained within a motif in full or fractional shares.

For requests to sell all the securities contained within a motif – an order to sell a motif - you will be charged one total commission price despite the fact that your motif represents individual orders for each security contained in your motif. For requests to sell selected individual securities contained within a motif, you will be charged a commission for each individual transaction. As an example, if your motif contains 15 stocks, you may enter an order to sell all, or a portion of each of those 15 stocks and you will pay one commission price spread proportionally across all stocks sold in the motif. However, based on this example, if you enter orders to sell all or portions of 10 stocks contained in that motif, your 10 orders to sell 10 individual stocks will incur 10 separate commissions, representing one commission for each transaction, while five stocks that you did not sell, will remain in your motif.

You may also enter instructions to sell specific shares of securities contained within your motif. You may sell all the shares of individual securities across two or more motifs. You will be charged a commission for the sale of each individual security.

For subsequent purchases to an existing motif, you may direct MOTIF Investing to allocate shares of each of the securities in your existing motif with the same weightings as currently existing in your motif. You will be charged one commission for the additional purchase of your motif, which will be spread proportionally across each security. If you wish to make a subsequent purchase, but you elect to make any changes to the securities that appear in your existing motif, you must purchase a new motif and customize your motif according to your instructions. Please see the commission and fee schedule within the FAQs of the website for information regarding the minimum investment requirements for processing initial and subsequent transactions.

You may also purchase additional shares of individual securities within your existing motif. You will be charged a commission for each individual security purchase. For example, if your motif contains 25 stocks, you may enter an order to buy all, or a portion of each of those 25 stocks and you will pay one commission price spread proportionally across all securities purchased in the motif. However, based on this example, if you enter orders to buy all, or portions of 14 stocks contained in that motif, your 14 orders to buy 14 individual stocks will incur 14 separate commissions, representing one commission for each transaction, while 11 stocks that you did not sell, will remain in your motif.

You may also enter instructions to purchase a specific amount of shares of a security. You will be charged a commission for each individual purchase. You may purchase shares of individual securities that are part of two or more motifs. You will be charged a commission for each individual purchase.

22. Order Entry Screens: MOTIF makes available two order entry screens:

- (1) motif portfolio transactions (see section 21)
- (2) single stock trading

Single stock trading allows a customer to enter an order to purchase or sell a qualified individual stock or ETF through the single-stock order entry screen. Customers can enter market orders to buy or sell a stock/ETF, enter a limit order to buy or sell a stock/ETF, or stop orders to sell a stock/ETF. Orders can be entered in dollar or share denominations. Orders, once available to trade, will be processed and executed at the prevailing market price. Customers will be charged a commission for each transaction.

For example, a customer can enter an order to purchase 100 shares of stock XYZ at the market, which will be executed at the prevailing market price. Similarly, a customer can enter an order to sell 100 shares of stock ABC at the market, which will be processed and executed at the prevailing market price. A customer can also enter a limit order to buy or sell at a stated limit price – limit orders can be entered as single stock/ETF transactions.

Customer intending to purchase or sell a basket of up to 30 individual stocks or ETFs, in dollar denominations, should enter their orders through the motif portfolio transaction screen.

Single stock/ETF transactions will generally be displayed as separate securities in their account positions screen. Customers may choose to assign a single stock position to an already established motif. In doing so, that security will appear as a separate security within the list stocks/ETFs already contained in the existing motif portfolio which you have assigned. Customers may also sort positions to see a combined view of securities.

23. Limit Orders, Stop & Stop Limit Orders: MOTIF makes available limit orders within the single stock trading platform only. In contrast to market orders (which guarantee execution of order, but not price), limit orders allow you to set the price at either the maximum amount you are willing to pay for a buy order, or minimum amount you are willing to receive in a sell order. The execution of the order is accepted based on your stated limit order price, however execution is not guaranteed until the time your stock/ETF is selling at or higher than your sell limit order price, or your stock/ETF is trading at or below your buy limit order price.

The quoted buy limit order price can generally be determined by viewing the quoted ask price, which represents the lowest price at which someone is willing to sell a security at a given time. The quoted sell limit order price can generally be determined by viewing the quoted bid price, which represents the highest price someone is willing to purchase a security at a given time.

At MOTIF, you can place a limit order only through the single stock trading order entry screen (order for motifs may only be purchased or sold as market orders). For example, a customer may enter an order through the single-stock order entry screen to purchase 100 shares of stock XYZ at the limit order price of \$30.00 per share. Similarly, a customer may enter an order to sell 100 shares of stock ABC at the limit order price of \$25.00 per share. Available positions that are eligible to be sold using limit orders will appear on the positions page as individual positions (stocks/ETFs appearing within a motif must be sold as market orders).

MOTIF Investing permits the entry of "stop" or "stop-limit orders" which are orders that convert to market or limit orders, as the case may be, based on quotations (rather than market transactions). These order types can be entered within the single stock order entry page. A stop

order, when triggered at the customer's desired price, will convert to a market order and execute at the prevailing market price, which can be at a higher or lower price than the original sell stop price. A Stop-Limit Order, when activated at the customer's desired price, will convert to a limit order, eligible for execution if the share price meets your limit order price.

Customers can define the term of the sell stop order either as a day order or as a Good 'Til Canceled ("GTC") order. Day orders are orders eligible for execution at the stated stop order price only for one day. At the end of the trading day, if unexecuted, the sell stop day order is expired. GTC sell stop orders are orders eligible for execution for a 60-calendar-day period from the trading date the order is received (thus, a GTC order received at the close of trading on a Monday, is eligible at a GTC order for 60 days from the next trading day, Tuesday). If unexecuted after 60 calendar days, the GTC sell stop order will expire. You will be responsible for monitoring your orders and ensuring your eligible orders are available according to your desired instructions, while any pending orders you wish to cancel are submitted for cancellation in a timely manner, according to your instructions.

24. Types of Limit Orders: Within the single stock platform, customers can define the term of the limit order either as a day order or as a Good 'Til Canceled ("GTC") order. Day limit orders are eligible for execution at the stated limit order price only for one day. At the end of the trading day, if unexecuted, the day limit order is canceled. GTC limit orders are limit orders eligible for execution for a 60-calendar-day period from the trading date the order is received (thus, a GTC limit order received at the close of trading on a Monday, is eligible at a GTC order for 60 days from the next trading day, Tuesday).

GTC orders remain open until they are filled completely, until your request to cancel the order is received and the cancel is applied to your order, or until 60 calendar days have passed. In the event your GTC order is near its cancellation period, MOTIF may send a courtesy notice indicating when your GTC order is due to expire or as expired. However, you are responsible for knowing when a pending GTC order is near its 60-day expiration date and when it does expire, and agree that you will not hold MOTIF responsible for this courtesy notice, as you will not rely on this notice as a trigger for you to consider taking market action. You should be aware that a GTC order can be filled over the course of one day or several days. For example, a GTC order to purchase 5,000 shares of stock XYZ at the limit order price of \$30.00 per share may fill as one order. Or, that same order may be filled in multiple orders, such as 1,000 shares in Day 1, 2,000 shares in Day 2, and 2,000 shares in Day 3. At that time your order to purchase 5,000 shares of stock XYZ would have been completed through the execution of three separate partial transactions.

Further, your GTC order may only execute as a partial fill. For example, a GTC order to purchase 5,000 shares of stock XYZ at the limit order price of \$30.00 per share may partially fill over two orders, and the remaining portion of your eligible order may be canceled or expire. Similarly, your order may be partially filled in two orders, such as 2,000 shares in Day 1, 2,000 shares, but, if the share price rises above your limit order, the remaining 1,000 shares of stock XYZ may never meet your limit buy order price and expire unfilled.

In the event your pending limit order is part of a corporate action, such as a dividend payout or stock split, your limit order price will be adjusted according to the terms of the stated corporate action. For example, if you have a GTC limit order to purchase 100 shares of company XYZ at

\$10.00 per share and the company has a \$1.00 dividend during the time your GTC limit order is pending, your limit order price will automatically be adjusted to \$9.00 per share.

You understand that when you place a GTC limit order, the order remains open until the order is filled completely, until you cancel the order, or in the event the order is canceled in connection with certain corporate actions, such as stock splits and corporate reorganizations, that would require us to adjust the order in accordance with regulatory requirements. In regard to a GTC order subject to adjustment due to a corporate action and the regulatory requirement to apply that adjustment, MOTIF reserves the right not to adjust the order and instead cancel it prior to the time adjustment would be required. MOTIF will notify you if it cancels your GTC order as a result of a corporate action. You acknowledge your understanding that you are responsible for placing a new order, or not, following a corporate action that has impacted a previously placed limit order, based on your own investment objectives, and you will not hold MOTIF liable as a result of action it took, such as cancelling an order due to a corporate action, as described herein.

25. Next Market Open Orders: MOTIF Investing permits customers to enter market orders at the open, which directs orders entered during a current trading session, to be made available for execution at the open of the next market session. Next Market Open Orders are executed with no commission charged. As an example, a customer can enter a Next Market Open buy order during the current trading session to buy a stock/ETF, or a basket of stocks/ETFs within a motif, and direct Motif to place the buy order(s) for execution at the next market open, for the next market trading session. That Next Market Open Orders will not be charged a commission. Customers will be given the opportunity to enter one of two types of market orders to purchase or sell a stock(s)/ETF(s) on the order entry page. Customers can elect to enter a traditional market order, which is eligible for immediate execution at the prevailing market price, and by charged a regular commission. Or customers can request a Next Market Open Order, making the customer's order eligible for execution once that stock/ETF begins trading at the trading session, and that order will be executed with no commission charged. The customer is responsible for the market activity that can impact the price of the stock/ETF. For example, a customer entering a Next Market Open sell order during today's trading session to be eligible for execution at the open of the market for that security the next business day will have that Next Market Open order executed at no commission. However, that customer incurs the risk that the price of the security may increase, or decrease waiting for that order to execute the next trading session. Customers may seek to cancel a Next Market Open order ahead of the execution of that order, however, there is no guarantee that the cancelation instructions will occur ahead of the execution of the order.

26. Risks of Online Investing: While MOTIF Investing has put considerable effort into the development, building, and testing of its computer systems, it is inevitable that issues will occur in terms of system interruptions, whether momentarily or for a longer duration. At other times, MOTIF Investing will perform routine maintenance updates to portions of, or the entire site, in which case access may be restricted or limited. On a best efforts basis, MOTIF Investing intends to notify clients of these planned system enhancements ahead of taking any action. You agree not to hold MOTIF Investing responsible for losses that may happen or be driven by events such as your inability to access your account through the internet, or issue with your ability to contact MOTIF Investing through other means such as telephone. You also agree not to hold MOTIF Investing responsible for market activity such as high trading volumes in the marketplace that can affect your ability to trade. You are aware that accessibility connections between your device, your ISP,

MOTIF Investing, and MOTIF Investing's clearing agent can be affected, interrupted, or fail, and while we will work hard to repair any issues in our control, you accept the risk and responsibility that you may not have the same easy access to your account during any periods of system interruptions.

27. Applicable Trading Rules and Regulations: All transactions in your account will be subject to the rules, regulations, customs and usages of the exchange or market, and its clearinghouse if any, where such transactions are processed through MOTIF Investing, or clearing firm, Pershing. Where applicable, such transactions will be subject to the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, and the rules and regulations of the U.S. Securities and Exchange Commission, the Board of Governors of the Federal Reserve System and any applicable self-regulatory organization. In no event will MOTIF Investing be obligated to effect any transaction it believes would violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory body.

28. Bulletin Board/Pink Sheet Stocks: Bulletin board, pink sheet and other thinly-traded securities ("bulletin board stocks") present particular trading risks, in part because they are relatively less liquid and more volatile than actively traded securities listed on a major exchange. You understand that you may not transact in these types of stocks at MOTIF Investing. Any market pricing supplied by MOTIF Investing regarding bulletin board stocks for a stock that may have become a bulletin board or pink sheet stock is updated from time to time, but may not be current at any given point in time. Any security that becomes delisted from an exchange and becomes a bulletin board stock will be removed as an available stock contained within a motif. If you hold such shares that have become delisted, you will only be able to enter orders to sell the position.

29. Purchases: You agree to make available cash or buying power to pay for all securities purchased in your account prior to the time the order is entered. MOTIF Investing reserves the right to require that your account contain available funds in an amount greater than the purchase price of the securities prior to the time the order is entered. You are responsible for your orders, including any order that may exceed your available funds, and you will not rely on MOTIF Investing to reject orders that exceed your purchasing power. If full funds are not available in your account and your order is processed, you must promptly deliver payment to MOTIF Investing for receipt upon demand and no later than Settlement Date. If payment is not received by Settlement Date, or as market conditions warrant at any time before or after settlement, MOTIF Investing may in its sole discretion liquidate and close out any and all securities in your account initiating the transaction to satisfy your payment obligation, without prior notice and without regard for any previous demand or agreement concerning the time for payment. If you maintain more than one account at MOTIF Investing, you also agree that MOTIF Investing may otherwise liquidate securities in one account to satisfy a payment obligation in another account owned in your name. In the event your account is liquidated, you will be liable for any losses incurred by MOTIF Investing.

In order to process an order to purchase securities contained within a motif, generally MOTIF Investing requires that your account contain buying power greater than the purchase price of the securities at or prior to trade date. MOTIF Investing will require an excess cash reserve of 2% of your purchase as protection against market fluctuation on prices during market hours. MOTIF Investing will require an excess cash reserve of 5% of your purchase as protection against market

fluctuation on opening prices the next trading day. You may not rely on MOTIF Investing's software controls to reject such orders, and you have an obligation to refrain from, cancel, and immediately report any transaction that provides evidence of an over-purchase or excess equity requirement.

30. Free-Riding: Free-riding violates Regulation T of the Federal Reserve Board and may violate other state or federal securities laws and rules. You will not engage in any free-riding transactions in your account. If you are found to have engaged in free-riding, regardless of whether the activity resulted in a profit, your account will be restricted or closed. You will be responsible for any losses arising out of or relating to any free-riding transactions in your account, but you will not be entitled to retain any profit from free-riding transactions. If you are found to have been free-riding in a transaction, any profit generated from such transaction must, to the extent permitted by law, be returned to Pershing. If you lose money in free-riding transactions that create a debit balance, you will be responsible for repaying to Pershing that debit balance.

31. Information Review: You understand that it is your responsibility to review, upon first receipt, whether delivered to you by email, accessed online through your account, or other means, all confirmations, statements, notices and other communications, including but not limited to, margin and maintenance calls. Such notices and other communications sent to you by mail or electronically, or left for you on your voicemail, or otherwise, shall be deemed to have been delivered to you when sent, whether actually received and reviewed by you, or not. All information contained therein shall be binding upon you, if you do not object, either in writing or via email, within 48 hours after any such document is sent to you. In all cases, MOTIF Investing reserves the right to determine the validity of your objection to the transaction. Notices and other communications may also be provided to you verbally.

If you object to a transaction for any reason, you understand that you will attempt to limit any losses that may result from such transaction. You understand and agree that unless you take such action to limit losses, you will bear sole responsibility for any and all further losses that may occur thereafter, even if your objection to the initial transaction is ultimately determined to be valid.

You agree that MOTIF Investing is not obligated to provide you with any trade status report other than the official trade confirmation. MOTIF Investing may provide electronic or other trade status reports as a courtesy only, but MOTIF Investing does not guarantee the accuracy or timeliness of such interim trade status reports and will not be liable for any losses arising out of or relating to delayed issuance or failure to issue an electronic or other trade status report, or from errors in such reports that are subsequently corrected by MOTIF Investing in official confirmations.

All communications, including account statements, trade confirmations, margin calls, notices, disclosures, regulatory communications and other information, documents, data and records regarding your account, or an alert that such communication has been posted to the secure section of your website, and is available for viewing, may be sent to you at the e-mail address that you have provided to MOTIF Investing, or in certain cases to your mailing address. It is your responsibility to ensure your most current contact information is available on your MOTIF Investing account.

32. Consent to Electronic Delivery: MOTIF Investing is an electronic-based broker-dealer providing self-directed brokerage services. By agreeing to electronic delivery, you agree to provide your informed consent to electronic delivery of all account communications (defined below), other than those you have specifically requested be delivered in paper form. "Account Communications" mean all current and future account statements, trade confirmations, prospectuses, notices, disclosures, regulatory communications (including proxy solicitations and privacy notices) and other information, documents, data and records regarding your account and the service (including amendments to this Agreement) delivered or provided to you by MOTIF Investing, the issuers of the Securities in which you invest.

You may revoke your consent to electronic delivery of account communications at any time, subject to the terms of this Agreement, by notifying MOTIF Investing in writing of your intention to do so. You have the right to request paper delivery of any account communication that the law requires MOTIF Investing to provide to you in paper form. You understand that if you revoke or restrict your consent to electronic delivery of account communications or request paper delivery, MOTIF Investing may, as defined on the website, charge you a service fee for the delivery of account communications that would otherwise be delivered to you electronically, restrict your account, or close your account and terminate your access to the website. Neither your revocation or restriction of consent, your request for paper delivery, nor MOTIF Investing's delivery of paper copies of account communications will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect.

MOTIF Investing will notify you by email when account communications are posted on the website if required by law. You will have access through the website to an archive of documents you have received via electronic delivery for at least the current year. You may obtain copies of earlier documents at your request for account statements, confirmation statements, and tax records. All email notifications of account communications will be sent to your primary email address of record, which you agree to keep current.

You acknowledge that the internet is not a guaranteed failsafe, secure network and that communications transmitted over the internet may be accessed by unauthorized or unintended third parties. In general, email notifications sent by MOTIF Investing will not contain personal or confidential customer information. Due to security risks, you will not send any sensitive information, such as account numbers or passwords to MOTIF Investing in an unencrypted email format.

On rare occasions emails may fail to transmit properly. Regardless of whether or not you receive an email notification, you agree to check the website regularly for account information and to avoid missing time-sensitive information. You agree that, for your records, you can download and save, or print the account communications you receive via electronic delivery from a reliable source. In the event that email notifications sent to you are returned to MOTIF Investing as undeliverable, a letter will be sent to your address of record notifying you that account communications will be delivered by regular mail until MOTIF Investing receives verification of a current email address, subject to other conditions which may occur as defined in this agreement, including charging a service fee for paper delivery, account restrictions, or closure of your account.

You agree that the primary method of MOTIF Investing's communication with you will be by posting information on servers accessible from the website and, to the extent required by law, sending you a notice that directs you to the website from which the information can be read and printed. You understand that MOTIF Investing reserves the right to post account communications on the website without providing notice to you, send account communications to your postal or electronic address of record, or to another access device you have registered with MOTIF Investing. You agree to check the website regularly as you may have no other means of knowing that information and account communications have been delivered to you.

33. Reinvestment of Cash Distributions: You agree to have your cash distributions (dividends, capital gains, and return of capital) automatically credited to your brokerage account. You will be entitled to receive dividend payments proportionate to your partial share holdings as well, which will also be credited to your brokerage account.

If an account is transferred or if a company undergoes a reorganization, the partial share positions that cannot be transferred or reorganized will be liquidated at prevailing prices. You will also be entitled to receive proxy voting materials and voting rights proportionate to your whole share positions, however you will generally not receive voting rights for any partial share positions of securities you own.

34. Order Routing: Motif Investing does not receive payment for order flow in the form of compensation or remuneration for directing orders in securities to particular broker-dealers and market centers for execution. Consistent with the overriding principle of best execution, MOTIF Investing uses a computerized system, routes orders for exchange-listed equity securities to its clearing agent Pershing, who in turn can route to various market centers. Pershing takes a number of factors into consideration in determining where to route customers' orders, including the speed of execution, price improvement opportunities (executions at prices superior to the then prevailing inside market), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing orders, whether it will receive cash or non-cash payments for routing order flow, and reciprocal business arrangements. MOTIF Investing reviews transactions for the execution quality of its Clearing Agent. Pursuant to Rule 606 of the Securities Exchange Act of 1934, quarterly reports that disclose the market venues receiving MOTIF Investing order flow in covered securities will be made available on the website.

35. Customer's Responsibility Regarding Certain Securities: Similarly, you are responsible for knowing about reorganizations related to securities which you hold, including, but not limited to, splits and reverse splits. MOTIF Investing is not obligated to notify you of any such reorganization. If, due to a reorganization or bookkeeping or data entry error, you sell more shares of a security than you own, or if you become otherwise exposed to risk requiring MOTIF Investing to take market action in your account, MOTIF Investing will not be responsible for any losses you may incur. You understand that any pending market orders subject to a corporate action after market hours, such as dividends and splits, will be canceled. You are responsible for monitoring your account and adjusting your orders accordingly.

As part of your obligation for knowing the rights and terms of all securities in your account, you agree that you will not hold Motif responsible for notification of any upcoming expiration or

redemption dates, or to take any other action on your behalf without specific instructions from you, except as required by applicable regulatory requirements. However, if any such security is about to expire, become worthless, or may incur a fee or cost that when redeemed would be for significantly less than the resulting fair market value as a result of the action, and you have not provided instructions to Motif, then you understand Motif may take action on your behalf and credit your account with the proceeds, although Motif under no obligation or requirement to do so. You agree not to hold Motif responsible or liable for any losses arising out of, or relating to your failure to act or to give instructions to Motif to act on your behalf when such corporate action activities occur.

36. "Control" or "Restricted" Securities: MOTIF Investing will not accept any control or restricted securities for purposes of deposit to a customer's MOTIF Investing brokerage account.

37. Lost Securities: MOTIF Investing requires that all securities be held with its Clearing Firm, Pershing, and will not accept instructions for certificates to be issued for particular securities held in a customer's account. If you deposit a certificate to MOTIF Investing to be applied to your brokerage account, MOTIF Investing will promptly forward your certificate, and deposit instructions, to Pershing for processing. You understand that MOTIF Investing may refuse for any reason to accept certificates for deposit into your account.

38. Fees and Charges: You understand that MOTIF Investing may charge commissions and other fees for execution or any other transaction or service furnished to you, and you agree to promptly pay such commissions and fees at our then prevailing price or rates. You acknowledge and agree that such commission rates and fees are determined and set solely by MOTIF Investing and are subject to change at any time by posting such notice on the website, and you agree to be bound thereby. You further agree to pay all applicable federal, state and local fees and taxes. You can review the current pricing anytime within the FAQs on the website.

You understand that MOTIF Investing reserves the right to close accounts that have become inactive due to low balances and no transaction activity for a period of six months, or longer. In these cases, MOTIF reserves the right to close the account and issue [payment to the](#) account holders for the residual balance either by ACH transfer to the linked bank account, or by check to the address of record. You agree that you may retain the active account by funding your account to a level that would allow you to purchase a motif and/or transact in your account.

39. Margin Requirements and Margin Interest Charges: You agree to promptly satisfy all margin and maintenance calls upon demand. You understand that the interest charge made to your account at the close of a charge period will, unless paid, be added to the opening balance for the next charge period and that interest will be charged upon such opening balance, including all interest so added. You must agree to the terms and conditions for maintaining a margin account with MOTIF Investing described herein and below in greater detail in Margin Account Terms found in Section 58. In addition, the Margin Account Terms, found in Section 58 provides information regarding the margin interest rate charged to your account.

You can always find the current margin interest rate within the FAQs on the website. MOTIF Investing reserves the right to negotiate the interest rate for credit extended. Interest charges are calculated on the daily net debit balance in your account based upon a sliding scale of percentage

above and below the Broker Call Money Rate. Interest will be posted monthly to your account and is calculated on a 365-day year. Interest charged can be verified by using the following formula as noted below:

[Average debit balance] x [interest rate] x

[number of days account was in a debit for the interest period] /

divided by [365 days]

40. Hypothecation: Within the limitations imposed by applicable laws, rules and regulations, all securities now or hereafter held by you, or carried by you in any account (either individually or jointly with others), or deposited to secure same, may from time to time, without any notice, be carried in your general loans and may be pledged, repledged, hypothecated or re-hypothecated, separately or in common with other securities for the sum due to you thereon or for a greater sum and without retaining in your possession or control for delivery a like amount of similar securities. The IRS requires Broker Dealers to treat dividend payments on loaned securities positions as in-lieu dividends for Form 1099 tax reporting purposes. Taxation of substitute dividend payments may be greater than ordinary on qualified dividends. It is understood that you agree to deliver on demand all securities in such accounts, but without obligation to deliver the same securities deposited originally to you. Any securities in your margin account may be borrowed by you, or lent to others.

41. Calls for Additional Collateral and Liquidation: If MOTIF Investing, at its sole discretion or in conjunction with Pershing, its clearing agent, considers it necessary, it may require you to immediately deposit cash or collateral into your MOTIF Investing account. If you do not provide the additional collateral, you understand and acknowledge that MOTIF Investing has the right to sell any or all securities in your account and cancel any or all open orders.

42. Liquidation without Prior Notice: In addition, you understand and agree that MOTIF Investing may exercise any or all of the above rights without demand for additional collateral, or notice of sale or purchase, or other prior notice. Any such sales or purchases may be made at any time at MOTIF Investing's sole discretion on any exchange or other market where such business is usually transacted. It is understood that MOTIF Investing, giving of any prior demand or call, or prior notice of the time and place of such sale or purchase, shall not be considered as a waiver of its legal right to sell or buy without any such demand, call or notice, nor is MOTIF Investing bound by such prior demand or notice to forestall action to buy or sell.

43. No Right to Re-disseminate: You shall use real-time quotes only for your individual use and shall not furnish such data to any other person or entity. You understand and agree that you shall use Market Data only for your own personal use, and shall not furnish Market Data to any other person.

44. Taxes and Tax Lot Methods: You should understand that you will be responsible for payment on taxes for any security you sell at a profit. Commissions for executed orders are generally added to the cost basis of a purchase and deducted from the proceeds of a sale. If you sell a security for a loss, you may be able to deduct the loss and lower your taxes. You agree that

MOTIF Investing provides no tax advice and any questions regarding the tax status of a transaction should be directed to your tax advisor. MOTIF Investing uses the FIFO method for specifying the order of tax lots sold.

45. Available cash in your brokerage account: Any cash available in your cash or margin account will be posted and available in your brokerage account for future investments. Cash balances are part of your brokerage account. Cash balances currently do not earn interest or dividends. MOTIF Investing may consider changing the investment selection for cash balances in the future and will notify you of any intended changes by email notification.

MOTIF Investing will employ sufficient amounts of cash from your brokerage account to pay for security purchases on settlement date. You may enter purchase orders in amounts for which you maintain sufficient funds in your account to cover the amount of the purchase, unless you have sufficient buying power in your margin account available for use.

46. Managing Transactions in Your Accounts: When you enter an order to purchase securities, at the time your order is executed, the amount of the purchase will be retained in your brokerage account and used for payment of the security. Typically, trades settle in three business days from the purchase date. MOTIF Investing may also require a reserve requirement of excess cash to be available in your account prior to the execution of an order. Similarly, when you enter an order to sell a security, MOTIF Investing will typically receive your funds in three business days and it will promptly be credited to your brokerage account.

MOTIF Investing will deduct from your account balance any fees and any other outstanding liabilities resulting from activities in your accounts. MOTIF Investing will deduct these fees from any existing cash balances in your account. If there is insufficient cash in your account, MOTIF Investing will create a debit in your account and require prompt payment of the amount owed. MOTIF Investing will charge interest on the unpaid balance at the prevailing margin rate. If the debit is not paid, MOTIF Investing will liquidate enough of the holdings in your account to pay the amount owed. This will be done without consideration of any tax consequence the sell order may cause.

47. Disclosure of Affiliated Persons: You represent that, except for your notification of such status in writing, neither you nor any member of your immediate family are 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 agency, 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 broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. You understand that you will promptly notify us in writing if you or a member of your immediate family become so employed or become registered or employed in any of the above capacities. MOTIF Investing reserves the right to close an account for any customer who becomes employed in the capacity described above.

48. Disclosure by Professionals and Insiders: You agree to promptly notify us in writing if you are now or if you become: (a) registered or qualified with the FINRA or the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (b) an "investment advisor" as that

term is defined in the Investment Advisors Act of 1940; or (c) 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; (d) an officer, director or 10% stockholder of any publicly traded company. MOTIF Investing reserves the right to close an account for any customer who becomes registered in the capacity described above.

You also understand that data providers, such as exchanges that distribute quotes, impose a proprietary interest with the market data they furnish. MOTIF makes available this data to its self-directed customers to help make informed investment decisions. Data providers may also enforce terms of their agreements, for rights to use the content they distribute. Customers defined as professionals may be charged a fee from the data providers for use of data, such as use of real-time quotes made available on the MOTIF website. You agree to use market data (including real time quotes) for your personal use only. MOTIF shall not be held responsible for fees, or party to any dispute between data providers and professional customers regarding use of data.

49. Limitation of Access: You acknowledge, represent and warrant that you have established a User ID and password which provides access to your account and that you are the sole and exclusive owner and are the only authorized user of such password and accept sole responsibility for use, confidentiality and protection of the password as well as for all orders and information changes (i.e., change of address) entered into your account using such password.

You accept full responsibility for the monitoring and safeguarding of your account(s). You will immediately notify MOTIF Investing in writing, if you become aware of any loss, theft or unauthorized use of your password and account number; or any failure by you to receive a message from MOTIF Investing indicating that an order was received and executed; or any failure by you to receive an accurate written confirmation of an execution; or any receipt by you of confirmation of an order and/or execution which you did not place; or any inaccurate information in your account balances, securities positions, or transaction history.

If you fail to notify MOTIF Investing immediately upon your knowledge when any of the above conditions or other disclosure of access details occurs, MOTIF Investing cannot and will not have any responsibility or liability to you or to any other person whose claim may arise through you for any claims with respect to the handling, mishandling or loss of any order. Under no circumstances, including negligence, shall MOTIF Investing or anyone involved in creating, producing, delivering or managing its services, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the service, or out of any breach of any warranty. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability. To the extent that any applicable statute applies which modifies the above, MOTIF Investing's liability shall not include any hypothetical gains or losses, and it is agreed that any arbiter shall only consider the actual acts, or lack thereof, of the parties to this agreement.

The use and storage of any information including, without limitation, the password, portfolio information, transaction activity, account balances and any other information or orders available on your personal computer is at your own risk and is your sole responsibility. You are responsible for providing and maintaining the communications equipment and telephone or alternative

services required for accessing and using the website or related services, and for all communications service fees and charges incurred by you in accessing the website or related services.

50. Limitations, Restrictions and Termination of Services: You are authorized to use materials which are made available by MOTIF Investing for your own needs only, and you are not authorized to resell access to any such materials or to make copies of any such materials for sale or use to and by others without the expressed written permission of MOTIF Investing. You agree you will not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials.

51. Monitoring and Recording Telephone Conversations and Email, Credit investigation: For our mutual protection and as a tool to correct misunderstandings, you understand, agree and authorize MOTIF Investing, at its discretion, and without further notice to you, to monitor and record any or all telephone conversations between you and any MOTIF Investing Customer Service Representatives and to monitor your electronic communications conducted with MOTIF Investing. You also agree to authorize MOTIF Investing, at its discretion, to make and obtain reports concerning your identity, background credit standing, legal and/or business conduct.

52. Liability for Costs of Collection and Arbitration: You agree to pay and shall be liable for the costs and expenses of collection of a debit balance or any unpaid deficiency in your account with MOTIF Investing, including, but not limited to, attorney's fees, court costs and any other costs incurred or paid by MOTIF Investing. This liability shall include fees and expenses, including attorney's fees, for any arbitration brought against you by MOTIF Investing or brought against MOTIF Investing by you where such arbitration results in a finding in MOTIF Investing's favor.

53, Investor Protection: Under the Public Disclosure Program, the Financial Industry Regulatory Agency ("FINRA") provides certain information regarding the disciplinary history of FINRA members and their associated persons via FINRA's toll-free telephone number, 1-800-289-9999, or online at www.finra.org. You may also request from MOTIF Investing, a brochure describing FINRA's program.

54. Account Protection: Securities are held by Pershing, the Clearing Agent, who is a member of the Securities Investor Protection Corporation (SIPC), as is MOTIF Investing.

Cash and securities held in your account are protected by SIPC up to \$500,000 per customer, of which, a maximum of \$250,000 can be un-invested cash.

SIPC coverage is provided to afford certain protections against loss to customers resulting from broker-dealer failure. The account protection applies when SIPC member firms fail financially and are unable to meet obligations to securities customers. It neither protects against losses from the rise and fall in the market value of an investment nor is it a guarantee against the bankruptcy or default of the issuer of an investment security purchased by a customer. You can find more information about SIPC coverage from www.sipc.org.

Pershing provides coverage in excess of SIPC limits from certain underwriters in Lloyd's insurance market. This additional insurance policy becomes available to customers in the event that SIPC

limits are exhausted. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.

55. Representation as to Capacity and Access: You represent that you are of required legal age and capacity to enter into this Agreement and that you have the legal standing and are empowered to enter into contracts and agreements for the transactions requested and performed in this account. You understand that you have an obligation to notify MOTIF Investing in the event that you lack capacity. Should your competency and capacity to manage your account change, you agree that you, or a legal representative, who can provide proper documentation, are responsible for notifying MOTIF Investing, at which time MOTIF Investing can take any action it deems necessary including applying proper restrictions to your account to help protect the assets that are in your account until proper instructions are provided.

You further represent that you are willing and able to access and use current technology, to access your account online, receive information, receive and send email, and place any necessary transactions in your account; and that you possess a computer and/or otherwise have access to the internet on a regular basis.

56. Legally Binding: You hereby agree that this agreement and all the terms herein shall be binding upon you and your estate, heirs, executors, administrators, and personal representatives. You agree that all purchases and sales shall be intended for your MOTIF Investing account, in accordance with your instructions. You hereby waive any and all defenses that any such instruction was not in writing as may be required by the Statute of Frauds or any other similar law, rule or regulation.

57. Extraordinary Events/Technical Difficulties: You specifically agree to hold MOTIF Investing harmless from any and all claims, and agree that MOTIF Investing shall not be liable for any loss, actual or perceived, caused directly or indirectly by any force majeure, exchange or market regulation, suspension of trading, equipment failure, communication line failure, system failure, security failure on the Internet, unauthorized access, theft, or any problem, technological or otherwise, that might prevent you from entering or MOTIF Investing from executing an order, or other conditions beyond our reasonable control.

You further agree and understand that you will not be compensated by MOTIF Investing for "lost opportunity," such as, claims that, you were unable to enter an order for a security that you wished to purchase at an earlier point in time due to technical difficulties.

Furthermore, should an error occur with respect to the tracking of any account holding, or order entry, the true, actual and correct transaction or position may be restored. It is your responsibility to ensure account correctness and accuracy and to contact MOTIF Investing immediately with any discrepancies.

High volumes of trading and volatility may result in executions at prices significantly away from the price quoted or displayed at the time of order entry. MOTIF Investing maintains sophisticated systems and employs experienced personnel to receive and process your transactions over the Internet. Information processing and communications systems, both MOTIF Investing's own and those of third parties on whom MOTIF Investing depends, including Pershing, are subject to

occasional congestion, technological problems, or in extreme cases, outage. Beyond MOTIF Investing's proprietary systems, third party providers include market centers that execute orders, quote vendors, and market data centers. Failure of a critical system for a significant period of time could limit MOTIF Investing's ability to rapidly and accurately process transactions.

58. Breach, Bankruptcy or Default: Any breach of this Agreement, or the filing of a petition or other proceeding in bankruptcy, insolvency, or for the appointment of a receiver by or against you, the levy of an attachment against your account(s) with MOTIF Investing, or your death, mental incompetence or dissolution, or any other grounds for insecurity, as determined by MOTIF Investing in its sole discretion, shall constitute, a default by you under all terms and agreements MOTIF Investing may then have with you, whether heretofore or hereafter entered into.

In the event of default, you authorize MOTIF Investing the right to sell, without prior notice to you, any and all property in which you have an interest, held by or through MOTIF Investing, to cancel any or all outstanding transactions, and to purchase or sell any other securities or property to offset market risk, and to offset any indebtedness you may have (either individually or jointly with others), after which you shall be liable to MOTIF Investing for any remaining deficiency, loss, costs or expenses sustained by MOTIF Investing.

59. Severability: If any provision or condition of this Agreement shall be held to be invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

60: Unclaimed Property/Escheatment: In the event assets remain in your account for a period of time and MOTIF Investing is unable to reach you, your assets may be transferred to the appropriate state if no activity occurs in your account within the time period specified by applicable state law. For more information about the treatment of unclaimed property in your state and the escheatment process, you should contact the appropriate state government agency of the state in which you reside.

61. Arbitration Provisions: You understand and agree to the following:

Arbitration

Pre-Dispute Arbitration Agreement

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- 1. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- 2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- 3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- 4. The arbitrators do not have to explain the reason(s) for their award.**

5. **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
6. **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.**
7. **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**

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

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

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

Arbitration Agreement: You agree that all controversies between us will be settled through arbitration as provided for by the Financial Industry Regulatory Authority. You understand that MOTIF Investing must use arbitration to decide and settle all controversies arising between us about any issue related to your account or this customer agreement. Any judgment resulting from arbitration may be entered in any court of competent jurisdiction.

The laws of the State of California, will govern the interpretation and enforcement of the terms of this Agreement and any and all controversies which may arise between you and MOTIF Investing or any of our officers, directors, employees, or agents including but not limited to those involving transactions of any kind made on your behalf by, through or with MOTIF Investing, our officers, directors, employees, or agents, and you further consent to the jurisdiction of the State of California over you individually and your successors (whether by merger, consolidation or otherwise), heirs, executors, administrators, and assigns.

62. Margin Account Terms: You understand that trading on margin involves the borrowing money or securities from Pershing, LLC, the clearing agent for MOTIF Investing, and while trading on margin may present a greater opportunity for profit, it also presents a higher degree of risk. You must carefully consider whether trading on margin is suitable for you based on your risk tolerance, investment objectives, and financial circumstances before entering into a margin transaction. Customers must submit an application for a margin account, which must be approved by MOTIF Investing prior use of margin. MOTIF Investing makes available for customers the margin feature, which permits qualified customers to borrow funds to purchase stock from Pershing using acceptable securities or cash as collateral for the loan on the terms contained in this Agreement and in accordance with all applicable laws and regulations including, the rules of FINRA and the Federal Reserve Board. The Federal Reserve Board, FINRA rules or other

regulatory entities, will determine margin maintenance requirements, however, MOTIF Investing and its clearing firm Pershing may, at its discretion and without prior notice, apply stricter requirements as it deems necessary. You agree to maintain, at all times, an amount of securities and/or cash great enough to satisfy all requirements from Motif Investing and Pershing and requirements of the Federal Reserve Board.

The minimum amount to open a margin account is \$2,000 of equity in your account. MOTIF Investing and Pershing may deem it necessary to require a higher amount before Pershing will extend credit to you. Generally, for an initial purchase, Pershing will extend a loan of no more than 50% of the purchase price of the stock you are purchasing, as defined in Regulation T of the Federal Reserve Board. The initial equity requirement is a minimum amount and may be raised any time without prior notice in the event MOTIF Investing or Pershing deems it necessary. You understand you will be charged interest on any credit extended to or maintained for you for the purpose of purchasing, carrying, or trading in any stock.

A. Collateral, Liquidations and Covering Positions: MOTIF Investing may require that you deposit additional collateral, generally in the form of cash, as well as take action to liquidate positions in your account for any reason including, but not limited to, the following reasons:

1. The value of my account equity falls or if the initial equity requirement is raised;
2. I fail to promptly meet any call for additional collateral;
3. I indicate to Motif Investing that I do not intend to meet a call for additional collateral;
4. I file a petition in bankruptcy or if such a petition is filed against me;
5. I seek or acquiesce to the appointment of a receiver;
6. An attachment is levied against any of my accounts or any accounts in which I have an interest; or any other circumstances which in Motif Investing opinion warrants such actions.

Other circumstances may require action to be taken in your account including:

1. Failure to promptly meet a pending margin call,
2. A court order is received which requires action,
3. Notification from regulatory entity which prompts action,
4. A decline in the market value of security(ies) in the margin account,
5. Market activity warrants such action,
6. Account value falls below the \$2,000 minimum or stated minimum requirements,
7. Indication that you will not take any action to resolve a pending call,
8. Concentrated position warrants an increased margin requirement that is not met in a timely manner,
9. Suspicious activity on the account which warrants restrictive action on the account.

MOTIF Investing may take such actions as to sell any and all securities available in your account(s) in which you maintain an interest, and cancel any pending orders. MOTIF Investing is not required to notify you with a margin call and can take action to liquidate positions at any time without demand for additional funds and without regard for any prior efforts by you to submit additional payment.

B. Interest Rate: The current margin rates can be found in the FAQs, under Fees and Commissions, at www.motifinvesting.com. MOTIF Investing's base rate is established with reference to commercially recognized interest rates, industry conditions regarding the extension of margin credit, and general market conditions. The annual rate of interest can be adjusted automatically and without prior notice to you. Interest is generally calculated on a monthly basis and posted on the last Business Day of each month. You will accrue interest to your account on a daily basis.

C. Interest: Debit balances in all of your accounts shall be charged with, as disclosed to you in the Pershing Credit Advance Margin Agreement, pursuant to the provisions of Rule 10b-16 of the Securities Exchange Act.

D. Restrictions: In the event your margin account is restricted for any reason, you will not be able to execute any order until sufficient cash is made available in the account for purchases and securities are in the account in the case of sales, and the restriction appearing on the account has been authorized to be removed.

Additional Terms and Conditions for Maintaining your Margin Account

In consideration of your opening a Margin account with MOTIF Investing, and maintained at Pershing, you understand and agree to the following additional terms and conditions:

Liquidations: MOTIF Investing can require additional collateral, or the liquidation of any securities or other property whenever MOTIF Investing considers it necessary for its protection, which can include the following: the failure to promptly meet a call for additional collateral, the filing of a petition in bankruptcy by you, the appointment of a receiver is filed against you, an attachment is levied against your account. In such event MOTIF Investing is authorized to sell any and all securities and other property in any account of the undersigned whether carried individually or jointly, and to cancel any open orders.

Maintenance of Collateral: The securities in your account may be carried in Pershing's general loans and may be pledged or hypothecated separately or in common with other properties. The pledge or hypothecation by you may secure your indebtedness equal to or greater than the amount owed to you. You agree to deposit additional collateral, as Pershing may require. In the event you no longer retain a debit balance, Pershing will fully segregate all securities in your accounts and deliver them to you upon your request.

Disclosure of Credit Terms in Margin Transactions: The basic facts governing a margin account cleared by the Clearing Agent include:

- 1) Your account will be charged interest for any credit extended to you for the purpose of purchasing, carrying, or trading in any security,
- 2) The annual interest rate which your account will be charged. You will be charged interest on the daily amount of credit extended to you (your margin balance). The Base Rate is an internally calculated rate set with reference to commercially recognized interest rates, industry conditions related to the extension of credit, and general credit market conditions. Your rate of interest will

change automatically and without prior notice with changes in the Base Rate. The interest charge will appear on your account statement.

Additional Collateral: Any securities in any of your accounts are collateral for any credit extended to you. A lien is created by the extension of credit to secure the amount of money owed to the Clearing Agent (and/or MOTIF Investing). This means that in accordance with the terms of the Customer's Agreement which you acknowledge you have agreed to terms, securities in your account can be sold to reduce or to eliminate entirely any extension of credit in your account.

If there is a decline in the market value of your securities that are the collateral for the credit extended to you, it may be necessary for MOTIF Investing to request additional margin. In general, a request for additional margin will be made when the equity in the account falls below 30 percent of the market value of all securities in the account. (The equity is the excess market value of the securities in the account over the amount of credit extended). However, MOTIF Investing retains the right to require additional margin any time it deems it desirable. These margin calls can be met by delivery of either additional securities or cash.

Margin Risk Disclosure Statement

MOTIF Investing is providing these basic facts about purchasing securities on margin, and to alert you to the serious risks involved with trading securities in a margin account. Before trading securities in a margin account, you should carefully review the margin agreement provided by MOTIF Investing.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from MOTIF Investing. If you choose to borrow funds from MOTIF Investing, you will open a margin account with the Clearing Agent. The securities purchased are the Clearing Agent's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, the Clearing Agent and/or MOTIF Investing can take action, such as issue a margin call and/or sell securities in your account, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

1. You can lose more funds than you deposit in the margin account.

A decline in the value of securities that are purchased on margin may require you to provide additional funds to MOTIF Investing (who has made the loan) to avoid the forced sale of those securities or other securities in your account.

2. MOTIF Investing and/or the Clearing Agent can force the sale of securities in your account.

If the equity in your account falls below the maintenance margin requirements under the law, or the firm's higher "house" requirements, MOTIF Investing can sell the securities in your account to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.

3. MOTIF Investing and/or the Clearing Agent can sell your securities without contacting you.

Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if the firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.

4. You are not entitled to choose which security in your margin account is liquidated or sold to meet a margin call.

Because the securities are collateral for the margin loan, MOTIF Investing has the right to decide which security to sell in order to protect its interests.

5. MOTIF Investing and/or the Clearing Agent can increase its "house" maintenance margin requirements at any time and is not required to provide you with advance written notice.

These firms' changes in policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account.

6. You are not entitled to an extension of time on a margin call.

While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

63: MOTIF Investing, Inc. Motif Automated Trades

A. Auto-Rebalance Service, Terms and Conditions

B. Auto-Invest Service, Terms and Conditions

C. Dividend Reinvestment Program ("DRIPs"), Terms and Conditions

A. 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 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 Automated Trading settings page.

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

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 Automated Trading settings 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. Depending on shifting market condition, all 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.

Service Fees. Auto-rebalance fees are included in the licensing fees associated with motifs created and managed by Motif Investing. This annual fee rate is posted on our pricing page and each respective motif page on our website. You agree to promptly pay such fees at our then prevailing rates. You acknowledge and agree that such fees are determined and set solely by MOTIF Investing and are subject to change at any time by posting such notice on the website, and you agree to be bound thereby. Auto-rebalance trades executed at the next market open carry no commission fees.

Customer Acknowledgements; Terms and Conditions.

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.

B. Auto-Invest Service, Terms and Conditions

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. By selecting your bank account as the funding source for any of your recurring investments, you authorize Motif Investing to initiate recurring ACH transfers between the Motif brokerage account indicated and your authorized bank account selected.

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.

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

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. Depending on shifting market condition, 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.

Service Fees. Auto-invest fees may carry a commission fee as described on the pricing page of our website. You agree to promptly pay such commissions and fees at our then prevailing price or rates. You acknowledge and agree that such commission rates and fees are determined and set solely by MOTIF Investing and are subject to change at any time by posting such notice on the website, and you agree to be bound thereby. You further agree to pay all applicable federal, state and local fees and taxes.

Modifications and Termination of Auto-Invest Service. You may modify or cancel your auto-investment instructions on your Automated Trading settings 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.

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.

C. Dividend Reinvestment Plans (“DRIPs”) Terms and Conditions

Motif makes available a DRIP program as a convenient way to invest an account’s accumulated cash dividend income. Cash dividends will accrue into a DRIP balance. Customers are able to use that balance toward the purchase of an available stock or ETF. Choose one security for each account. Customers can change the security at any time. Orders entered will be submitted as next market open orders, pending execution at the open the next trading day. There is no commission charge for next day market open orders such as eligible orders in the DRIP program. Customer orders must be eligible to purchase a minimum of 0.01 shares of the requested security before the order will be triggered for execution. In addition, DRIP balances will include a reserve requirement for the pending order in an effort to accommodate price changes overnight, prior to market open. Customers will receive an email notification prior to the execution of the pending order, in which they will be able change or cancel the pending order. In the event, insufficient

funds are available to make a purchase, those funds will pend until additional funds, through future-dated cash dividends, accumulate. In the event you opt-out of the DRIP program, all funds, including any future-dated cash dividends, will be made available as cash in your brokerage account. As with all cash balances, cash available in a customer's DRIP balance may be drawn in order to make service payments such as payment for subscription fees, commissions, margin calls, when insufficient cash in the cash balance is not available. Customers are able to opt-out and make edits to the DRIP instructions, including changing the name of the security, canceling a pending order, or canceling (or restarting) the program.
