

CASH MANAGEMENT ACCOUNT AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("ARBITRATION" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

This Cash Management Account Agreement ("**Agreement**") outlines the terms and conditions governing your use of an account ("**Account**") offered to you by Synapse Brokerage LLC, a registered broker-dealer and member of FINRA and SIPC. Synapse Brokerage provides cash management account and related services to Account Owners. The Account and related services are made available to you by Latitud Inc ("**Platform**"), Synapse's internet platform customer. For purposes of this Agreement, the terms "**you**," "**your**," and "**Account Owner**" refer to the owner of the Account; the terms "we," "us," "our," and "Synapse Brokerage" refer to Synapse Brokerage LLC, its successors and assigns.

You may submit a request to open an Account at Platform's website or mobile application (collectively, the "**Platform Mobile App**"). Synapse Brokerage may refuse to process any transaction(s) that it believes may violate the terms of this Agreement or applicable law.

By opening or continuing to hold an Account with Synapse Brokerage, you agree to the most recent version of this Agreement, which is available to you on the Platform Mobile App, or by calling customer service at (833) 544-1856.

The Synapse privacy policy available at - <u>Privacy Policy</u> - and is considered part of this Agreement.

For purposes of this Agreement, Business Days are Monday through Friday, excluding federal holidays.

YOU UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF YOUR RELATIONSHIP WITH SYNAPSE BROKERAGE REGARDING YOUR ACCOUNT. YOU AGREE TO CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE CLICKING "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON. IF YOU HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, CONTACT US AT BROKERAGE@SYNAPSEFI.COM. YOU UNDERSTAND THAT CLICKING "SUBMIT APPLICATION" IS THE LEGAL EQUIVALENT OF YOUR MANUALLY SIGNING THIS AGREEMENT AND YOU WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT AND YOU UNDERSTAND THAT BY CONTINUING TO MAINTAIN YOUR ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, YOU ARE ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.

1. Consent to Electronic Signatures and Communications.

- 1.1.Your Consent to Electronic Signatures. By accepting this Agreement, you understand and agree that: (i) electronically signing and submitting any document(s) to us or through Platform legally binds you in the same manner as if you had signed in a non-electronic form, and (ii) the electronically stored copy of your signature, any written instruction or authorization and any other document provided to you by us is considered to be a true, accurate and complete record, legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of our electronically stored copy of this Agreement and any other documents.
- 1.2. Your Consent to Electronic Communications. You understand that agreements, disclosures, notices, and other information regarding your Account, updates and changes to this Agreements, or other service agreements and other communications (collectively, "Communications") may be provided to you electronically, and, by accepting this Agreement, you affirmatively consent and agree to receive all such Communications in an electronic form.
- 1.3. Delivery Method of Electronic Communications. Communications may be posted on our websites, the pages within the Platform Mobile App, or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be "in writing," and to have been received on the day of posting, whether or not you have received or retrieved the Communication. We reserve the right to provide Communications in paper format.
- 1.4. Withdrawing Consent. Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so by contacting us. If you revoke your consent to receive Communications electronically, from that time forward we may, in our sole discretion, restrict or close your Account or terminate your access to Synapse Brokerage services. You accept sole liability for any losses, liabilities, cost, damages and expenses resulting from such an involuntary termination of the Account, to the extent permitted by law. Any withdrawal of your consent will be effective after a reasonable period of time for processing your request.
- 1.5.Hardware and Software Requirements. To access and retain electronic Communications, you will need the following:
 - 1.5.1.A computer or mobile device with an operating system that supports everything below;
 - 1.5.2.An internet connection;
 - 1.5.3. A current version of a web browser that we support
 - 1.5.4. A hard drive or other method of storing data;
 - 1.5.5.A valid, active email address; and
 - 1.5.6.A current version of a program that displays PDF files.
- 1.6. We may update these requirements periodically in order to maintain our ability to provide electronic Communications; if these requirements change in a substantial way, we will notify you of the changes.

2. Capacity and Status.

2.1. **Eligibility.** By opening your Account, you represent and warrant to Synapse Brokerage that you or the primary custodian are at least 18 years old (or are at least the legal age of majority in the jurisdiction in which you reside) and that you have the right, authority, and capacity to enter into this Agreement. Synapse Brokerage may

close your Account or refuse to process any transaction that it believes may violate the terms of this Agreement or represents illegal or fraudulent activity.

No person, except the Account Owner(s), has any interest in the Account opened pursuant to this Agreement. Except as otherwise disclosed to Synapse Brokerage in writing, neither you nor any member of your immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. You understand and agree that you are obligated to promptly notify Synapse Brokerage in writing if you or a member of your immediate family becomes registered or employed in any of the above-described capacities. Except as otherwise disclosed to Synapse Brokerage in writing, you are not a Professional (as defined below), you further agree to promptly notify Synapse Brokerage in writing if you are now or if you become a Professional or an officer, director or 10% stockholder of any publicly traded company.

A "Professional" includes an individual who, if working in the United States, is: (i) registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodity Futures Trading Commission (the "CFTC"), any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) engaged as an "investment adviser" as that term is defined in Section 202 (a) (11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act), or (iii) employed by a bank or other organization exempt from registration under federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt. A person who works outside of the United States will be considered a "Professional" if he or she performs the same functions as someone who would be considered a "Professional" in the United States.

3. Account Titling and Ownership.

- 3.1. Individual or Business Accounts. Unless otherwise enabled by the Platform, the Account may only be owned and titled in the name of one (1) person or entity who shall solely retain the right to direct the deposit or transfer of funds. In case of Individual Accounts, unless otherwise notified by us and subject to the terms below, the Account cannot be owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").
- 3.2. <u>Multiple-Party Accounts</u>. If enabled by the Platform, you may have multiple-party accounts. This section pertains to multiple party accounts if joint Account ownership has been enabled by the Platform: *Joint Account Ownership* An account with two or more account holders is a joint account. Unless we otherwise agree, joint account holders will be considered as tenants in common with no right of survivorship.
- 3.3. Tenants in Common With No Right of Survivorship. If your Account is a joint account without right of survivorship, upon the death of one of the joint account holders, that person's proportionate ownership interest will pass to the estate of the deceased account holder. If a Payable on Death (P.O.D) account with more than one account holder is opened without survivorship between account holders, upon the death of an account holder, the decedent account holder's proportionate ownership interest in the Account is owned by the surviving P.O.D. payee(s) instead of passing to the decedent account holder's estate. P.O.D. designations are subject to the P.O.D. Account rules as stated below.
- 3.4. Joint Tenants With Right of Survivorship and Not as Tenants in Common. If your Account is a joint account with right of survivorship, upon the death of one of the joint account holders, that person's ownership interest in the Account will immediately pass to the other joint account holders. If your Account also contains a payable on death (P.O.D.) designation, upon the death of the last remaining account holder, ownership of the funds belongs to the payable on death payee(s). P.O.D. designations are subject to the P.O.D. Account rules as stated below.

- 3.5. Each joint account holder, without the consent of any other account holder, may, and hereby is authorized by every other joint account holders, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to Bank for any obligation, whether that of one or more account holders or of a third party; to endorse and deposit checks and other items payable to any joint account holders; and, to close the account, with the disbursement of account proceeds as instructed by the joint account holders. Each joint account holders is authorized to act for the other account holders and Synapse Brokerage may accept orders and instructions regarding the account from any joint account holder. If Synapse Brokerage believes there to be a dispute between joint account holders or Synapse Brokerage receives inconsistent instructions from the account holders, Synapse Brokerage may suspend or close the account, require a court order to act, and/or require that all joint account holders agree in writing to any transaction concerning the account.
- 3.6. Your obligations under the Agreement are joint and several. This means that, where applicable, each joint account holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint account holder benefited from the withdrawal. If you establish a joint account without the signature of the other joint account holder(s), you agree to hold Synapse Brokerage harmless for reliance upon your designation of the other joint account holders listed on Synapse Brokerage's documents.

4. Authorizations.

- **4.1.Oral Authorization.** You agree that Synapse Brokerage shall be entitled to act upon any oral instructions given by you so long as Synapse Brokerage reasonably believes such instruction was actually given by you or your authorized agent.
- 4.2.Self-Directed Account. You understand that your Account is self-directed. Accordingly, you appoint Synapse Brokerage as your agent for the purpose of carrying out your directions directly to Synapse Brokerage or indirectly via the Platform, in accordance with the terms and conditions of this Agreement and any attendant risks with respect to cash management services. Synapse Brokerage is authorized to open or close your Account and take such other steps as are reasonable to carry out your directions provided through Platform. All transactions will be effected only by you or at the direction of your authorized delegate, except as described in Section 4.1 (Oral Authorization). You agree to receive and transmit financial information through such electronic means. Your use or grant of access to your Account to any third party to access information or place transactions in your Account is solely at your risk.

5. Your Responsibilities and Representations.

- 5.1. Responsibility for Self-Directed Transactions. You understand that because your Account is self-directed, you are solely responsible for any and all transactions in to or out of the Account and you agree and acknowledge that all transactions initiated by you or on your behalf are unsolicited and based on your own decisions or the decision of your duly authorized representative or agent. Accordingly, you agree that neither Synapse Brokerage nor any of its employees, agents, Affiliates, principals, or representatives:
 - provide investment advice in connection with this Account;
 - recommend any security, transaction or order;
 - solicit orders in any security;
 - act as a market maker in any security;
 - make discretionary trades; and produce or provide first-party research providing a specific investment strategies such as buy, sell or hold recommendations, first-party ratings and/or price targets. To the extent research materials or similar information are provided by us and available through Synapse Brokerage's website or the websites of any entity controlled by, controlling, or under common control with Synapse Brokerage (such entity, an "Affiliate"), you understand that these materials are intended for informational and educational purposes only

and they do not constitute a recommendation to enter into any transactions or to engage in any investment strategies.

- 5.2.Information Accuracy. You: (i) certify that the information contained in this Agreement, the account application, and any other document that you furnish to Synapse Brokerage directly or indirectly via Platform in connection with the Account (s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing Synapse Brokerage to extend credit is a federal crime; (ii) authorize Synapse Brokerage to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to Synapse Brokerage as Synapse Brokerage may request directly or indirectly via Platform; and (iv) agree that this Agreement, the account application and any other document you furnish in connection with the Account is Synapse Brokerage's property, as the case may be. You agree to promptly advise Synapse Brokerage of any changes to the information in such agreements and documents in writing within ten (10) calendar days. You authorize Synapse Brokerage to obtain reports and provide information to others concerning your creditworthiness and business conduct. Upon your request, Synapse Brokerage agrees to provide you a copy of any report so obtained. Synapse Brokerage may retain this Agreement, the Account application, and all other such documents and their respective records at its sole discretion, whether or not credit is extended.
- 5.3. Risks You understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns.
- 5.4. Assistance. You understand that when you request assistance from Synapse Brokerage or its employees or Affiliates in using the investment tools available on the Platform Mobile App or a Synapse Brokerage or Affiliate website, it will be limited to an explanation of the tool's functionality and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction.
- **5.5.No Tax or Legal Advice.** You understand that neither Synapse Brokerage nor its Affiliates provides tax or legal advice.
- 5.6.Discontinuation of Services. You understand that Synapse Brokerage may discontinue your Account and any services related to your Account immediately. If Synapse Brokerage discontinues your Account or any of the related services, it will provide you notice to the extent required by applicable law.

5.7. Electronic Access.

- 5.7.1. Account Security. You are solely responsible for keeping your Account numbers and passwords and any other credential information to access our account ("Access Information") confidential and will not share them with third parties. You agree and accept full responsibility for monitoring and safeguarding your Account and access to your Account.
- 5.7.2. Immediate Notification. You agree to immediately notify Synapse Brokerage in writing, delivered via e-mail and a recognized international delivery service, if you become aware of: (a) any loss, theft, or unauthorized use of your Access Information or Account numbers; (b) any failure by you to receive any communication from Synapse Brokerage whether directly or indirectly via the Platform indicating that a transaction was received, executed or canceled, as applicable; (c) any failure by you to receive an accurate written confirmation of a transaction, execution, or cancellation; (d) any receipt by you of confirmation of a transaction, execution or cancellation, which you did not place; (e) any inaccurate information in or relating to your transaction, Account balances, deposits, withdrawals, or transaction history; or (f) any other unauthorized use or access of your Account.
- 5.7.3. <u>Potential Fraudulent Event.</u> Each of the events described in subsection 4.7.2 shall be deemed a "**Potential Fraudulent Event**". The use and storage of any information including your Account numbers, Access Information, portfolio

information, transaction activity, account balances and any other information available on your wireless, web-enabled cellular telephone or similar wireless communications device (collectively, "Mobile Device") or your personal computer is at your own risk and is your sole responsibility. You represent that you are solely responsible for and have authorized any transactions or instructions appearing in, originating from, or associated with the Account, the Account number, your username and password, or Access Information. You agree to notify Synapse Brokerage immediately after you discover any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. Upon request by Synapse Brokerage, you agree to report any Potential Fraudulent Event promptly to legal authorities and provide Synapse Brokerage a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and Synapse Brokerage in any investigation of any Potential Fraudulent Event and you will complete any required affidavits promptly, accurately and thoroughly. You also agree to allow Synapse Brokerage access to your Mobile Device, your computer, and your network in connection with Synapse Brokerage's investigation of any Potential Fraudulent Event. You understand that if you fail to do any of these things you may encounter delays in regaining access to the funds in the Account. You agree to indemnify and hold Synapse Brokerage, its Affiliates, and Synapse Brokerage and its Affiliates' respective officers, directors, and employees harmless from and against any losses arising out of or relating to any Potential Fraudulent Event. You acknowledge that Synapse Brokerage does not know when a person initiating transactions with your username and password is you.

5.7.4. Trusted Contact Person. You understand that, pursuant to FINRA regulations, Synapse Brokerage is authorized to contact the Trusted Contact Person (as defined by FINRA Rule 4512) designated for your Account and to disclose information about your Account to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by Rule 2165.

6. Important information about procedures for opening a new Account.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE A COPY OF YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS. YOU MAY BE REQUIRED TO VERIFY INFORMATION PREVIOUSLY PROVIDED OR PROVIDE ADDITIONAL INFORMATION IN THE COURSE OF APPLYING FOR OR RECEIVING CERTAIN SERVICES.

7. <u>Telephone Conversations.</u>

- 7.1.Recording Conversations. You understand and agree that Synapse Brokerage may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, Synapse Brokerage does not consent to the recording of telephone conversations by any third party or you. You acknowledge and understand that not all telephone or electronic communications are recorded by Synapse Brokerage, and Synapse Brokerage does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.
- 7.2. Consent to Contact. You agree that, by providing information Synapse Brokerage requests, Synapse Brokerage and its third party services providers or Platform may contact you via mail, phone or email. Specifically, if you provide us with a phone number: (a) you represent and warrant that the number you provide is your phone number, and you will promptly notify us if that changes, and (b) you consent to

receive calls (including text messages) made to that phone number that may be prerecorded and/or completed with an automatic telephone dialing system (automated calls) for purposes including but not limited to providing account-related communications (including security alerts), investigating or preventing fraud, and/or collecting amounts owed to Synapse Brokerage. We may share your number with Platform or third parties that provide services to us in connection with any of the foregoing purposes, including but not limited to debt collectors. You understand that message, telephone minute and data rates may apply for calls made to a mobile phone number. You may opt out at any time from receiving these types of calls orally or in writing to brokerage@synapsefi.com. Please note, even if you opt out, we may still make other calls as permitted by law. You consent to our recording of phone calls, including calls we make to you or that we receive from you.

8. Applicable Laws and Regulations.

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

9. Erroneous Distributions.

You agree to promptly return to Synapse Brokerage any assets erroneously distributed to you.

10. Warranty; Limitation of Liability; Indemnification.

- 10.1. Warranty. You agree that your use of services provided by Synapse Brokerage or its Affiliates, whether offered directly or indirectly via the Platform Mobile App, is at your sole risk. The Synapse Brokerage service (including the provision of any information provided by Synapse Brokerage or any of its Affiliates, whether directly or indirectly via the Platform) is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement. Although considerable effort is expended to make the services and other operational and communications channels available around the clock, Synapse Brokerage does not warrant that these channels will be available and error free every minute of the day. You agree that Synapse Brokerage will not be responsible for temporary interruptions in service due to the Platform Mobile App, maintenance, changes, or failures, nor shall Synapse Brokerage be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.
- 10.2.Limitation of Liability. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT SYNAPSE BROKERAGE, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE PROVIDERS (COLLECTIVELY THE "SYNAPSE BROKERAGE PARTIES") WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING TRADING LOSSES, DAMAGES, LOSS OF PROFITS, REVENUE, OR GOODWILL) THAT YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THE SERVICE PROVIDED BY SYNAPSE BROKERAGEOR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT AND MADE AVAILABLE DIRECTLY OR INDIRECTLY BY

PLATFORM, BREACH OF THIS AGREEMENT, OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT FORESEEABLE, EVEN IF ANY SYNAPSE BROKERAGE PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE SYNAPSE BROKERAGE PARTIES SHALL NOT BE LIABLE BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THEIR RESPECTIVE SYSTEMS, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY SOFTWARE OR ORGANIZATION, OR THOSE CAUSED BYHARDWARE MALFUNCTIONS.

10.3.Indemnification. Except as otherwise provided by law, Synapse Brokerage or any of its Affiliates or respective partners, officers, directors, employees or agents (collectively, "Indemnified Parties") shall not be liable for any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, "Losses") by or with respect to any matters pertaining to the Account, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Synapse Brokerage's or any of its affiliates' gross negligence or intentional misconduct. In addition, you agree that the Indemnified Parties shall have no liability for, and you agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by you with any of the terms and conditions of this Agreement; (ii) any third-party actions related to your use of the Platform Mobile App; (iii) you or your agent's misrepresentation or alleged misrepresentation, or act or omission; (iv) Indemnified Parties following your or your agent's directions or instructions, or failing to follow you or your agent's unlawful or unreasonable directions or instructions; (v) any activities or services of the Indemnified Parties in connection with the Account (including any technology services, reporting, trading, research or capital introduction services); or (vi) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to you. Further, if you authorize or allow third parties to gain access to Synapse Brokerage's services, including your Accounts, you will indemnify, defend and hold harmless the Indemnified Parties against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. Synapse Brokerage does not warrant against loss of use or any direct, indirect or consequential damages or Losses to you caused by your assent, expressed or implied, to a third party accessing your Account or information, including Platform and including access provided through any other third party systems or sites. You consent to the use of automated systems or service bureaus by Synapse Brokerage and its respective affiliates in conjunction with your Account, including record keeping, reporting and account reconciliation and risk management systems (collectively "Automated Systems"). You understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense, or liability to you. You understand and agree that Indemnified Parties will have no liability whatsoever for any of your Losses arising out of or relating to a System Failure. You also agree that Indemnified Parties will have no responsibility or liability to you in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or affiliates, of its or their obligations relative to any transactions. You agree that Indemnified Parties will have no liability, to you or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control,

including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (as defined in this Agreement), market data availability or quality, exchange rulings or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that you may incur in connection with your use of the Synapse Brokerage services, or other services provided by Indemnified Parties under this Agreement.

11. Unclaimed Property; Event of Death.

- 11.1.Unclaimed Property. If your Account becomes inactive (e.g., if you do not use the funds in your Account or access your Account for a certain period of time), applicable law may require us to report the funds in your Account as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds in your Account to the applicable jurisdiction as unclaimed property. The specified period of time to report and send funds in an inactive Account to a state varies by jurisdiction, but usually ranges between two and five years.
- 11.2. Event of Death. It is agreed that in the event of your death, the representative of your estate or the survivor or survivors shall immediately give Synapse Brokerage written notice thereof, and Synapse Brokerage may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in the Account as Synapse Brokerage may deem advisable to protect Synapse Brokerage against any tax, liability, penalty or loss under any present or future laws or otherwise. Synapse Brokerage may continue to accept deposits and process transaction instructions into and from your Account until it is: (a) notified of your death or adjudication of incompetency and (b) has had a reasonable opportunity to act on that knowledge. Further, Synapse Brokerage may in its discretion close out any or all of the Accounts without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any such personal representative. The estate of any Account Owner who has died shall be liable and each survivor shall continue to be liable, jointly and severally, to Synapse Brokerage for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by Synapse Brokerage of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Agreement. Such notice shall not affect Synapse Brokerage's rights under this Agreement to take any action that Synapse Brokerage could have taken if you had not died.

12. Tax Withholding and Reporting.

- 12.1.**General.** The proceeds of transactions paid will be reported to the Internal Revenue Service ("**IRS**") in accordance with applicable law.
- 12.2.**U.S. Persons.** Under penalties of perjury, you certify that the taxpayer identification number that you have provided or will provide to Synapse Brokerage (including any taxpayer identification number on any Form W-9 that you have provided or will provide to Synapse Brokerage) is your correct taxpayer identification number. You certify that you are not subject to backup withholding and you are a United States Person (including a U.S. resident alien) as such term is defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended ("**U.S. Person**"). If a correct Taxpayer Identification Number is not provided Synapse Brokerage, you understand you may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to you. Backup withholding taxes are sent to the IRS and cannot be refunded by Synapse Brokerage. You further understand that if you waive tax withholding and fail to pay sufficient estimated taxes to the IRS, you may be subject to tax penalties.
- 12.3.**Non-U.S. Persons.** This subsection applies to you if you are not a U.S. Person. You certify that you fully understand all the information on any Form W-8BEN that you have submitted or will submit to us. Under penalties of perjury, you declare that (i)

you have examined all the information (including all the information in the English language) on any Form W-8BEN that you have submitted or will submit to us and (ii) to the best of your knowledge and belief all such information is true, correct, and complete. You authorize Synapse Brokerage to provide any such Form W-8BEN to any withholding agent that has control, receipt, or custody of the income of which you are the beneficial owner or any withholding agent that can disburse or make payments of the income of which you are the beneficial owner. You agree that you will submit a new Form W-8BEN to us within 30 calendar days if any certification made on any previously submitted Form W-8BEN becomes incorrect. You understand that the IRS does not require your consent to any provisions of such Form W-8BEN other than the certifications required to establish your status as a non-U.S. Person and, if applicable, obtain a reduced rate of withholding. You acknowledge that some Account features and Synapse Brokerage services may not be available to non-U.S. persons.

13. Sweep Service.

- 13.1.IND Sweep. In order to access and use your Account, you are required to participate in an Insured Network Deposit ("IND") sweep service (the "Sweep Service"). Under the Sweep Service, balances in your Account will be deposited into accounts at one or more banks ("Participating Depository Institutions"), in accordance with the Insured Network Deposit Sweep Program Disclosures ("Sweep Disclosures") available on the Platform Mobile App. You represent and warrant that you have reviewed the Sweep Disclosures and agree to the terms set forth in the Sweep Disclosures.
- 13.2. **FDIC Insurance Coverage.** For any accounts you open that participate in IND Sweep, funds will be held with one or more Program Banks and are eligible for deposit insurance from the Federal Deposit Insurance Corporation ("FDIC") up to a specified amount for each insurable capacity (e.g., individual, joint, IRA, etc.), when aggregated with all other deposits you hold in the same insurable capacity at the same Program Bank. See the Sweep Disclosures for more information.

14. Fees and Charges.

You are not required to pay Synapse Brokerage any fees in connection with this Account. You may be responsible for paying fees to Platform. You should refer to your agreement with Platform to understand how such fees are charged. You agree to pay all applicable federal, state, local, and foreign taxes. You authorize Synapse Brokerage to automatically debit your Account for any such taxes. You also agree to pay such expenses incurred by Synapse Brokerage in connection with collection of any unpaid balance due on your Account including attorney's fees allowed by law.

15. Using Your Account.

15.1.General. Use of the Account is subject to all applicable rules and customs of any financial institution, clearinghouse or other payment network or association involved in transactions. Synapse Brokerage does not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. You further understand and agree that by using your Account you authorize Synapse Brokerage to debit your Account immediately whenever any transaction is presented for payment on your behalf, when a transaction is effected, and/or when any fee or charge is due (collectively "Payment" or "Payments"). You further understand and agree that when you request a Payment or withdrawal from your Account, Synapse Brokerage is authorized to place a block on the amount of the transaction ("Blocked Amounts") prior to the settlement date of the Payment or withdrawal, and that the Blocked Amounts will not be available for use for additional Payments. You agree to maintain Available Funds sufficient to pay for Payments made by you or any authorized user and to pay for any transaction fees.

For this purpose, "Available Funds" in your Account will fluctuate daily and means the sum of (i) free credit balances, and (ii) deposits to Participating Depository Institutions through the Sweep Service (if applicable), minus (x) uncleared funds, (y) Blocked Amounts, and (z) deposits subject to a hold.

15.2. Funding and Withdrawing from your Account

15.2.1.<u>Deposits to your Account</u>: You may make deposits into your Account using any of these methods:

Transaction Type	Frequency and Dollar Amounts/Per Day
Direct deposits or ACH transfers initiated from an external financial institution (if enabled by Platform for your Account)	0 times per calendar day Not Enabled
Wires initiated from an external financial institution (if enabled by Platform for your Account)	No limit to the number of times per calendar day No maximum dollar limit
ACH Transfers (debits) initiated from your Account (if enabled by Platform for your Account)	No limit to the number of times per calendar day \$250,000.00 daily limit
Deposits using an external debit or credit card from an external financial institution (if enabled by Platform for your Account)	0 times per calendar day Not Enabled
Remote Deposit Capture (RDC) (if enabled by Platform for your Account)	0 times per calendar day Not Enabled

- 15.2.1.1.The maximum amount you can deposit into your Account per day is the amount in the table above. However, we reserve the right to allow you to transact at a higher volume than the limited defined in the table above at any time without prior notice. If we do allow you to exceed the limits above at any time, that does not obligate us to do so at any other time. Furthermore, in order to protect your Account, we may take temporary transaction-level actions, such as imposing limits on the dollar amount, number, and type of transactions performed with your Account. To the extent permitted by law, we also reserve the right to (i) increase or decrease transaction limits; (ii) limit, block, or place holds on certain types of transactions; or (iii) limit, suspend, or block transactions from certain persons or entities. We may also decline to a transaction for any reason.
- 15.2.2. <u>Withdrawals from the Account</u>: You can make withdrawals from your Account using any of these methods:

Transaction Type	Frequency and Dollar Amounts / Per Day
ACH Transfers (credit) to an external financial institution or linked external account that is initiated from your Account (if enabled by Platform for your Account)	No limit to the number of times per calendar day
Wires (if enabled by Platform for your Account)	No limit to the number of times per calendar day
Bill Pay Checks (if enabled by Platform for your Account)	0 times per calendar day Not Enabled
Debit Card Payments (if applicable)	0 times per calendar day Not Enabled
Internal Transfers	No limit to the number of times per calendar day No maximum dollar limit
Mastercard RPPS Electronic Bill payment (if enabled by Platform for your Account) An electronic bill payment service offered by Mastercard that allows you to make bill payments via electronic fund transfer.	0 times per calendar day Not Enabled
Real-Time-Payments Network (if enabled by Platform for your Account)	No limit to the number of times per calendar day

- 15.2.2.2.The maximum amount you can withdraw from your Account per day is the amount in the table above. However, we reserve the right to allow you to transact at a higher volume than the limited defined in the table above at any time without prior notice. If we do allow you to exceed the limits above at any time, that does not obligate us to do so at any other time. Furthermore, in order to protect your Account, we may take temporary transaction-level actions, such as imposing limits on the dollar amount, number, and type of transactions performed with your Account. To the extent permitted by law, we also reserve the right to (i) increase or decrease transaction limits; (ii) limit, block, or place holds on certain types of transactions; or (iii) limit, suspend, or block transactions from certain persons or entities. We may also decline a transaction for any reason.
- 15.3.Linking External Accounts. If enabled by Platform for your Account, Synapse Brokerage may enable you to link an account with Synapse Brokerage or an external account, including an external payment card, at a third-party financial institution for transfers between your linked account(s) and your Account.
- 15.3.1.If enabled by Platform, you may link your account(s) with your Account for transfers by logging into your financial institution on the Platform Mobile App, or by providing the account and routing details for such account and verifying the

two (2) micro deposits we send to your linked account the next business day. We may also verify your control of the external account by requiring you to submit proof of ownership of the external account(s). By linking your external account to your Account, and by subsequently logging into your external account(s) through the Platform Mobile App, you authorize Platform and Synapse Brokerage to view your account history and profile, including, but not limited to, your account and routing details, authentication details, balance, transaction history, contact information, and other related information made available by such external financial institution. By logging into your external account, you understand this information may be used to transact on your behalf and perform other services subject to Synapse Privacy Policy. If any of your linked accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both you and them. Synapse Brokerage is not responsible for any acts or omissions by the external financial institution or other provider of any aggregated external bank account, including, without limitation, any modification, interruption, or discontinuance of any aggregated external bank account by such financial institution, service provider or Platform or Platform Mobile App.

- 15.4.Accounting Funding with Direct Deposits. If enabled by Platform for your Account, your Account number and bank routing number may be used for the purpose of initiating direct deposits to your Account. The recipient's name on any direct deposit(s) we receive must match the name of the accountholder for the Account. Any direct deposits received in a name other than the name registered to the Account will be returned to the originator.
- 15.4.1.IMPORTANT: If your Account number changes, you must immediately notify the depositor of funds. You must provide them with the new Account number to ensure that the funds are properly credited to your Account.
- 15.5.Account Funding with Cards. If enabled by Platform for your Account, you may fund your Account with your debit or credit card. To fund your Account using a credit or debit card as your funding source you must have either (i) a credit card issued by a U.S.-based bank or financial institution bearing the trademark of MasterCard International Inc. ("MasterCard"), Visa Inc. ("Visa"), American Express Travel Related Payment Services Company, Inc. ("American Express"), or DFS Services, LLC ("Discover"), or (ii) a valid debit card issued by a U.S.-based bank or financial institution bearing the Visa, MasterCard or Discover logo. You may not use prepaid cards or gift cards with your Account.
- 15.5.1. Please keep your card account information current. If your card account number changes or your card expiration date changes, we may acquire that information from our financial services partner and update your account accordingly.
- 15.5.2. You may dispute a Payment made via your Account with your card issuer if you used a debit or credit card to fund your Payment. Your rights with the card issuer may be broader than those available under this Agreement.
- 15.6.**Debit Cards.** If made available by Platform, the Account may include the use of a debit Card issued to you by the bank identified in your Brokerage Debit Card Agreement ("Card") to make Payments and transfers to third parties. You understand and agree that your use of the Card is subject to the terms, conditions and disclosures set forth in the Brokerage Debit Card Agreement, which you will receive in connection with obtaining your Card and which you may access on the Platform Mobile App. You understand and agree that you cannot request a Card for another person to use. You agree, however, that if you permit another person to have access to use your Card or Card number, you are authorizing all Card transactions by such person and you agree that there are no limits to your authorization. You accept all liability with respect to the Card transactions effected by you and any authorized users. You further agree that you may terminate the authority of an authorized user only in the manner described in your Brokerage Debit Card Agreement. You acknowledge that you will be responsible for any Card transactions that are processed because of your failure to destroy or return the Card following cancellation.

- 15.7.Cash Access. As more particularly described in your Brokerage Debit Card Agreement and if enabled by Platform, your Card may be used with a primary identification number ("PIN") at any ATM connected to one of the various card processing networks selected by Synapse Brokerage and in which issuing bank of the Card participates. If enabled by Platform, you may also be able to access participating ATM networks without your Card through the Platform Mobile App.
- 15.7.1.If you seek to withdraw cash from a merchant point-of-sale device, please note that each merchant may establish limits as to how much cash may be obtained from a point-of-sale device at a single time or through a single location.

15.8. Deposits.

- 15.8.1. General; Holds. You acknowledge and agree that funds that you deposit to your Account may be subject to one or more hold periods, which are described in the Synapse Brokerage Funds Availability schedule provided in Appendix A to this Agreement. You understand and agree that Synapse Brokerage reserves the right to modify the Synapse Brokerage Funds Availability schedule at any time by posting an updated schedule on the Platform Mobile App, or otherwise providing notice to you in compliance with applicable law. During the applicable hold period, your funds will not be available for Payments or withdrawal, in each case as described in the Synapse Brokerage Funds Availability schedule located in Appendix A. You further understand and agree that Synapse Brokerage reserves the right to further delay making deposited funds available for periods longer than the hold periods specified in the Synapse Brokerage Funds Availability schedule located in Appendix A to the extent Synapse Brokerage determines that additional time is needed to verify information about the item deposited or the sender or if Synapse Brokerage otherwise believes there is a risk of fraud or other unlawful activity with respect to your Account.
- 15.8.2. <u>Mistaken Deposits.</u> If funds are deposited or transferred into your Account by mistake or otherwise, you agree that Synapse Brokerage may correct the situation and deduct any interest paid by Participating Depository Institutions, if applicable, without prior notice to you.
- 15.8.3. Returned Funds. You acknowledge and agree that you are responsible for returned transactions. If you have funds transferred into your Account and that transfer is returned for any reason, Synapse Brokerage may charge the transfer and interest paid by Participating Depository Institutions, if applicable, against your Account, without prior notice to you.
- 15.9.Bill Pay via Checks If enabled by Platform for your Account, you will have access to the bill Payments check feature (the "Checks") through the Platform Mobile App which allows you to authorize us to make bill Payments on your behalf to third parties. You may not make a payment of alimony, child-support, taxes, or other governmental fees or court-directed Payments via Bill Pay via Check. You may not have access to the Checks until your Account has been open for a minimum of thirty (30) days.
- 15.9.1.To initiate a bill Payment using the Checks, you must provide the name and mailing address of each individual or company you wish to pay. Once a Payment is authorized, the Payment amount will be immediately deducted from your Account balance. Payments made using the Checks take the form of a paper check sent to the payee using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the check. Payments can only be sent to addresses located within the fifty (50) states of the U.S. Check payments are processed daily by 9 AM Pacific Time. Check Payments initiated after this time will be processed the next business day. Platform reserves the right to refuse to process Payments to any individual or company. If the decision is made to refuse a Payment, Synapse Brokerage either directly or via the Platform will notify you on or before the next business day.
- 15.9.2. Checks may be refused or returned by the individual or company to whom the Payment was issued. The determination to accept this method of Payment is at the discretion of the recipient. The U.S. Postal Service may also return Payments in

- cases of expired or invalid addresses. If the Check Payment is returned for any reason, the Payment will be voided and the full amount credited to your Account the next business day.
- 15.9.3.<u>Uncashed Checks</u>: Uncashed Checks are voided after 90 days. Funds from voided checks will be credited to your Account after such time period.
- 15.9.4. Cancelling a Check Payment: You may cancel a single Check Payment as long as it has not been presented for Payment by contacting Customer Service. Funds from any cancelled check will be credited to your Account on the next available business day.
- 15.9.5.<u>Liability for Failure to Stop Payment of a Check Payment</u>: If you request cancellation of a Check Payment within three (3) three business days or more before it is scheduled to be made, and we do not cancel it in time, we will be liable for your losses or damages.
- 15.9.6. Checks Issued by a Third-Party. Unless otherwise enabled, we do not support the issuance of personal checks to access funds in this Account. We reserve the right to refuse to make Payments initiated via a check printed by a third-party service provider and not via the Bill Pay via Checks services provided herein.
- 15.10.Mobile Check Deposit. If enabled by Platform for your Account, you may electronically submit certain paper checks using the Platform Mobile App to add funds to your Account ("Mobile Check Deposit Remote Deposit Capture"), subject to the payment of any fees that may apply to the transaction, the terms and conditions of this Agreement, including transaction limits, and applicable law.
- 15.10.1. Requirements In order to perform a Remote Deposit Capture, you must: (A) have and maintain an Account that is in good standing; (B) use a compatible and verified mobile device that has the current version of the Platform Mobile App installed; (C) use such other hardware as we may designate from time to time; and (D) have a broadband internet connection. If you fail to maintain the minimum hardware requirements or a sufficient internet connection, you may be unable to perform a Remote Deposit Capture.
- 15.10.2. Eligible Checks You agree that you will only submit Eligible Checks as Remote Deposit Captures. "Eligible Check" means any check as that term is defined in Federal Reserve Regulation CC ("Regulation CC"). Eligible Checks must: (A) include the series of numbers at the bottom of the check that identifies the account number that the check is to be drawn from and the routing number of the paying financial institution; check number; and the name, U.S. street address (including zip code), and ten-digit telephone number of the paying financial institution commercially printed on the check; (B) include your name printed or legibly written in ink on the check; (C) be dated within six (6) months prior to the date you submit the Remote Deposit Capture via the Platform Mobile App; and (D) be properly endorsed as follows "For Mobile Deposit Only" by you with your signature on the back of the check or as otherwise instructed by us.
- 15.10.3. Submitting a Remote Deposit Capture. You agree to follow the instructions we provide when performing Remote Deposit Captures. We are not obligated to accept any Remote Deposit Capture, including Eligible Checks, to add funds to your Account. We may decline to accept any Remote Deposit Capture, in our sole discretion, for any reason. Once transmitted, a Remote Deposit Capture is an "item" for purposes of Article 4 of the Uniform Commercial Code.
- 15.10.4. Funds Availability. Checks deposited through the RDC service are not subject to the funds availability requirements of Regulation CC. Upon our approval of an Eligible Check, the funds related to such Eligible Check (less any associated fees) will generally be available within a reasonable time frame (usually not more than 6 business days) after you successfully submit the Eligible Check through the Platform Mobile App. By submitting a Remote Deposit Capture, you authorize us to contact you, including via email or the mobile device number or text message address you have most recently provided us, regarding any processing issues, collection efforts, or other issues with respect to the Remote Deposit Captures

- submitted by you. This authorization is in addition to, and not in lieu of, any other rights we have under this Agreement.
- 15.10.5. Retention and Destruction of Checks. You agree: (A) to retain and safeguard any check submitted via the Platform Mobile App for thirty days after you have received notice from us that the funds associated with such check have been added to your Account; and (B) after such thirty-day period and after you have verified that the funds associated with such check have been added to your Account, to mark the front of the check "VOID" and then promptly destroy the check.
- 15.10.6. Returned Checks. Funds that are added to your Account upon approval of an Eligible Check submitted via the Platform Mobile App will be provided to you on a non-recourse basis except as provided below. If any check submitted by you via the Platform Mobile App is dishonored or otherwise returned unpaid by the institution upon which it is drawn, the funds added to your Account for the submitted check will not be deducted from your Account or otherwise charged to you. Notwithstanding the foregoing, if you have breached any term of this Agreement related to Remote Deposit Captures or failed to comply with our instructions related to Remote Deposit Captures, we may deduct the amount of the funds added to your Account for the submitted check (in addition to any applicable fees) that was dishonored or otherwise returned unpaid. You agree to cooperate with any investigation of your Remote Deposit Captures and with regard to any check submitted by you via the Platform Mobile App that is later dishonored or otherwise returned unpaid, regardless of whether any funds have been deducted from your Account.
- 15.10.7. Your Representations. By using the Platform Mobile App to perform a Remote Deposit Capture, you represent and warrant to us that: (A) any information you submit through the Platform Mobile App (including the amount of a check) is accurate and complete; (B) the check image is of an Eligible Check that is payable without condition and without recourse and you have the right to enforce the Eligible Check; (C) any image of an Eligible Check submitted accurately and legibly represents all information on the front and back of the Eligible Check as originally drawn in paper form, without erasures or alterations, and you have not taken any action that would obscure, alter, or impair the capture or transmission of information on the front and back of the Eligible Check as originally drawn; (D) you make all warranties that would otherwise apply with respect to each check submitted as if you had negotiated the check to us by endorsement and transfer of possession; (E) neither you nor anyone else has previously cashed, deposited, or transferred any check submitted via the Platform Mobile App, any image thereof, or any substitute check for such check; (F) no person will receive a transfer, presentment, or return of, or otherwise be charged for, any check submitted via the Platform Mobile App (either the original check or a paper or electronic representation of the original check) such that the person will be asked to make Payment based on a check that has already been paid; (G) you will not resubmit any check via the Platform Mobile App that was previously accepted via the Platform Mobile App; (H) you will not permit or authorize any other person to submit a Remote Deposit Capture via the Platform Mobile App; (I) you will comply with all applicable law, including, without limitation, applicable Check 21 Act and ACH rules; and (I) you will not submit a check via the Platform Mobile App that (i) is not payable to you; (ii) you know or suspect (or should know or suspect) is fraudulent or otherwise not authorized by the owner of the bank account on which the check is drawn; (iii) is post-dated or more than six (6) months old; (iv) is payable to "cash"; (v) is drawn on a financial institution that is located outside of the U.S. or payable in a foreign currency; (vi) is prohibited by, or received in violation of, any applicable law; or (vii) exceeds any per transaction or aggregate limits for Remote Deposit Captures set forth in this Agreement.
- 15.10.8. Use of Consumer Reports. By performing a Remote Deposit Capture via the Platform Mobile App, you authorize us or our designee to obtain a consumer report or other report in respect to the transaction from consumer reporting agencies or companies that maintain check databases and to furnish information

regarding the Remote Deposit Capture to consumer reporting agencies consulted by us. We may use these reports, and other information available to us, to assess your eligibility to perform a Remote Deposit Capture or the eligibility of the Remote Deposit Capture for processing via the Platform Mobile App. The eligibility criteria we apply will be established in our sole discretion and may change from time to time without notice to you. We may perform an eligibility assessment and obtain a consumer or other report on you each time that you perform a Remote Deposit Capture via the Platform Mobile App.

- 15.10.9. Cut-off Time. Receipt of your Eligible Check must be received by 4:00 p.m. Pacific Time, for us to consider that day to be the day of your deposit. Any Eligible Check received by us after 4:00 p.m. Pacific Time is considered as a deposit made on the next business day we are open.
- 15.10.10.<u>Deposit Errors.</u> You agree to notify Synapse Brokerage of any suspected errors regarding items deposited through the Remote Deposit Capture service right away, and in no event later than 40 days after the applicable account statement is sent or made available to you. Unless you notify us within 40 days, such statement regarding all deposits made through the Remote Deposit Capture service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error. Please be aware that checks deposited through the Remote Deposit Capture service are not electronic fund transfers and are not subject to Appendix A.
- 15.10.11. Our Right to Charge Back Deposited Checks or Electronic Transfers. If you deposit a check or receive an electronic transfer as provided in this Agreement and (i) the paying bank returns it to us unpaid; (ii) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (iii) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, Synapse Brokerage may pay the return or demand, and subtract the funds from your Account. If Synapse Brokerage has reason to believe that any of the events in the previous sentence have occurred or may occur or that the check or other item should not have been paid or may not be paid for any other reason, it may place a hold on the funds or move them to a non-customer account until it determines who is entitled to them.
- 15.11.Real Time Payments If enabled by Platform, you may be able to send and receive Payment through a Real-Time Payments ("RTP") system. RTP is an electronic Payment system which permits Payment senders to send funds in real-time to Payment receivers for deposit into the Payment receiver's account(s). This means that a Payment receiver will have near immediate availability of funds sent using an RTP system. The RTP system is intended for domestic Payments only. It prohibits Payments which involve either a sender or receiver located outside the United States. You agree that to the extent you either send or receive Payments through an RTP system, you will not use your accounts to do so on behalf of a person who is not a United States resident or otherwise domiciled in the United States and that you will comply with all regulations of the Office of Foreign Assets Control.
- 15.12. Mastercard RPPS Electronic Bill Payment. If enabled by Platform, you may be able to make electronic bill payments to merchants within the RPPS network. via electronic fund transfer. This service is offered by Mastercard and you agree that your use of Mastercard RPPS Electronic Bill Payment is subject to Mastercard's applicable rules.
- 15.13. Wire Transfers. When we accept a wire transfer payment order instructing payment to you or to your Account, we will notify you of our receipt of payment by indicating the amount in your account statement. If the payment order does not specify an account, we may deposit the payment into any account that you maintain with us (including, to the extent enabled by Platform, joint accounts). Your account statement will be the only notice of receipt which we will provide you, and no interest will be paid on wire transfer payments deposited into your account unless the account otherwise pays interest. Payment orders will not be accepted until executed

by us. We reserve the right to refuse to accept any payment order. If there is ever any inconsistency or conflict between the account number and the name of a recipient on an instruction or payment order, we may rely exclusively on the account number and bank identification number contained in a payment order rather than the name. If you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ. Amendments to a payment order must be provided to us at least three business days prior to our execution of the payment order. If you request that a wire transfer be recalled after we initiate the transfer, we cannot guarantee that we will be able to recover the funds. We may record any telephone conversations or data transmissions that initiate or amend payment orders. The exchange rate on a return payment order shall be the rate in effect at the time the return is received.

- 15.14.No Overdrafts You are not permitted to overdraw your Account. If the available balance in your Account is not sufficient to cover any Payment or withdrawal you have authorized, Synapse Brokerage may refuse to process the Payment or withdrawal. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance for an extended period of time and you have another account with Synapse Brokerage, Synapse Brokerage reserves the right to exercise our right to set off. If your Account has a negative balance for sixty (60) calendar days or more it will be closed. In the event you fail to pay the amount of any overdraft and Synapse Brokerage refers your overdrawn account to an attorney for collection, you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs incurred by Synapse Brokerage as a result of your account being overdrawn.
- 15.15.Right of Set Off. If your Account balance becomes and remains negative, Synapse Brokerage can use the funds in any of your accounts to repay the amount owed on the negative balance Account without any further notice to or demand on you. This means, Synapse Brokerage has the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with Synapse Brokerage (including funds held with a Participating Depository Institution as part of the Sweep Service). Further, you grant Synapse Brokerage a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to Synapse Brokerage, now or in the future.
- 15.16.Legal Process Affecting Accounts If legal action such as a garnishment, levy or other state of federal legal process ("Legal Process") is brought against your Account, Synapse Brokerage may refuse to permit (or may limit) withdrawals or transfers from your Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, Synapse Brokerage has first claim to any and all funds in your Account for your liability under this Agreement. Synapse Brokerage will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as it determines to be appropriate in the circumstances without liability to you, even if any funds Synapse Brokerage may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees Synapse Brokerage incurs due to any Legal Process on your Account. Synapse Brokerage may charge these expenses to your Account. You will indemnify Synapse Brokerage for any losses if it does this.

15.17. Account Purpose, Prohibitions and Restrictions.

- 15.17.1. Purpose. You may use your Account for personal, family or household purposes.
- 15.17.2. Prohibitions and Restrictions. You may not use your Account for online gambling, any illegal transactions, or for any purpose that violates this Agreement or engages in any prohibited activities or restricted activities. Synapse Brokerage may refuse to process any transaction that it believes may violate the terms of this Agreement or applicable law. You

acknowledge and agree that Synapse Brokerage has no obligation to monitor, to review or to evaluate the legality of your transactions. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

15.18. Authorized Users. You are responsible for all authorized transactions initiated and fees incurred by use of any of your Account. If you permit another person to have access to your Account, we will treat this as if you have authorized such person to use the Account, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the Account. You are wholly responsible for the use of your Account according to the terms and conditions of this Agreement.

16. <u>Disclosure of Information</u>.

You agree and understand that all disclosures of your non-public personal information shall be made in accordance with the terms of this Agreement or the Synapse Brokerage Privacy Policy as applicable. You agree that your consent to sharing non-public personal information will remain in effect until you revoke such consent by updating your settings and visibility, which you may do at any time through the Platform Mobile App. In addition, you understand and agree that Synapse Brokerage may disclose information about you, your Account, and your related activities to third parties, including, but not limited to, the Platform, in accordance with the Synapse Privacy Policy and under the following circumstances: (i) As necessary to complete your Payment transactions; (ii) To investigate any complaint, disputed transaction, transaction inquiry or request you make or as necessary to investigate potential fraud or misuse related to your Account; (iii) To respond to requests from credit bureaus, creditors or other third parties for accountrelated information, to the extent such inquiries are necessary for processing your transactions or are usual and customary in the course of servicing similar products or accounts; (iv) As necessary to comply with any applicable law, government or court order or subpoena; or (v) In accordance with your written permission or as otherwise permitted under the Synapse Privacy Policy.

17. Termination.

- 17.1. Synapse Brokerage Right to Terminate. Synapse Brokerage may terminate this Agreement, or close, deactivate, or block access to your Account at any time in its sole discretion. You will remain liable to Synapse Brokerage for all obligations incurred in your Account, pursuant to this Agreement, or otherwise, whether arising before or after termination.
- 17.2. **Your Right to Terminate.** You may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of your Account.
- 17.3. Return of Funds. If your Account is cancelled, closed or terminated for any reason, the unused balance will be returned to you either via ACH transfers to one of your external accounts on Synapse Brokerage's records or via check (unless notified otherwise in writing by Synapse Brokerage) to the mailing address Synapse Brokerage has in its records. For security purposes, you may be required to supply identification, external account, and address verification documentation prior to issuing an ACH refund or refund check. Allow at least fourteen (14) days for processing of such balance return. In the event the relationship between Synapse and Platform is terminated, Platform or Synapse Brokerage will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Account balance, will be in the notice.

Synapse Brokerage reserves the right to refuse to return any unused balance amount less than \$1.00.

18. Miscellaneous Provisions.

18.1.Contact Information.

- 18.1.1. Synapse Customer Service. For questions about this Agreement, your Account, or other Synapse Brokerage services, Synapse Customer Service may be contacted on Business Days between 9:00 AM and 6:00 PM Pacific Time by calling (833) 544-1856 or by emailing brokerage@synapsefi.com.
- 18.1.2.<u>Platform Customer Service</u>. For questions about Platform or Platform's services, contact Platform by using the information provided to you by Platform.
- 18.2.Interpretation. The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder.
- 18.3.Binding Effect; Assignment. This Agreement shall bind your heirs, assigns, executors, successors, conservators and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Synapse Brokerage's prior written consent. Synapse Brokerage may assign, sell, or transfer your Account and this Agreement, or any portion thereof, at any time, without your prior consent.
- 18.4.Severability. If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.
- 18.5. Website Postings. You agree and understand that Synapse Brokerage or Platform on its behalf may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to your use of the or your Account on a Synapse Brokerage or Affiliate website or the Platform Mobile App ("Website Postings"). You understand that it is your continuing obligation to understand the terms of the Website Postings, and you agree to be bound by the Website Postings as are in effect at the time of your use.
- 18.6.Entirety of Agreement. This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings), and the terms and conditions contained in your Account statements and confirmations, contain the entire agreement between Synapse Brokerage and you and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Synapse Brokerage and you, provided, however, that any and all other agreements between Synapse Brokerage and you, not inconsistent with this Agreement, will remain in full force and effect.
- 18.7. Amendment. Synapse Brokerage may at any time amend this Agreement without prior notice to you. The current version of the Agreement will be posted on the Platform Mobile App and your continued Account activity after such amendment constitutes your agreement to be bound by all then-in-effect amendments to the

Agreement, regardless of whether you have actually reviewed them. Continued use of the Account or any other Synapse Brokerage services after such posting will constitute your acknowledgment and acceptance of such amendment. You agree to regularly consult the Platform Mobile App for up-to-date information about Synapse Brokerage Financial services and any modifications to this Agreement. Synapse Brokerage is not bound by any verbal statements that seek to amend the Agreement.

- 18.8.No Waiver; Cumulative Nature of Rights and Remedies. You understand that Synapse Brokerage's failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on Synapse Brokerage's part to exercise any power or right given to Synapse Brokerage in this Agreement, or a continued course of such conduct on Synapse Brokerage's part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to Synapse Brokerage in this Agreement are cumulative and not exclusive of any other rights or remedies to which Synapse Brokerage is entitled.
- 18.9. Governing Law. This Agreement and all transactions made in your Account shall be governed by the laws of the State of California (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

18.10.Arbitration.

- 18.10.1. 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 unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date. (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. Any controversy or claim arising out of or relating to this Agreement, any other agreement between you and Synapse Brokerage, any Account(s) established hereunder, any transaction therein, shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR"). You agree to arbitrate any controversy or claim before FINRA DR in the State of California. This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws. If you are a foreign national, nonresident alien, or if you do not reside in the United States, you agree to waive your right to file an action against Synapse Brokerage in any foreign venue. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.
- 19. ACCEPTED AND AGREED: You acknowledge that you have read the preceding terms and conditions of this Agreement, that you understand them and that you hereby

manifest your assent to, and your agreement to comply with, those terms and conditions by accepting this agreement. YOU ALSO UNDERSTAND THAT BY ACCEPTING THIS AGREEMENT YOU HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN THIS SECTION HEREIN. YOU ALSO AGREE YOU HAVE RECEIVED OF A COPY OF THIS AGREEMENT.

Appendix A

Electronic Fund Transfer Services and Funds Availability Disclosures

The following disclosures apply to the use of any EFT services offered by Synapse Brokerage, including the Card and ACH transactions.

Solely for purposes of these disclosures: (i) references to the "**Bank**" shall include any financial institution that issues the Card or provides services in connection with ACH, or other EFT transactions; (ii) "you" and "your" mean the owner of the Account; and (iii) "we" and "us" means Synapse Brokerage and the Bank collectively.

1. **ACH Transactions** Your Account number and bank routing number can be used for the purpose of initiating direct deposits and other push transactions ("**ACH Credits**") to your Account or for preauthorized direct debits ("**ACH Debits**"). If enabled by Platform, we may offer same-day ACH Credits for your Account. This means you may receive ACH Credits within one (1) business day.

Note: The recipient's name on any direct deposit(s) or ACH Credit(s) we receive must match the name on the Account. Any direct deposits received in a name other than the name registered to the Account will be returned to the originator.

- 2. Limits on ACH Transactions Cut-off Time The cut-off time for scheduling next day ACH transfers is 4:00 P.M. Pacific Time. The cut-off time for scheduling same day ACH transfers (if enabled on your Account) is 9:00 A.M. Pacific Time. Any next day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day. Any same day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled as next day ACH transfer. In some circumstances, transactions may be delayed for risk or compliance reasons.
- 3. Electronic Funds Transfer Services The following terms are used to describe Electronic Funds Transfer ("EFT") services. "Automated credits" or "direct deposits" are deposits made to your Account by electronic means. "Automated payments" indicate payments authorized by you to be made from your Account by electronic means. When you authorize transfers to or from your Account, you agree to these terms and conditions.
 - a. **Types of Electronic Funds Transfers Available** You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Account.
 - b. Limitations on Transfers, Amounts and Frequency of Transactions Limits as detailed in the Section of the Agreement titled "Funding and Withdrawing from your Account."
 - C. Right to Receive Documentation of Electronic Funds Transfers
 - i. <u>Statements</u> You will have access to an electronic monthly statement that can be viewed on the Platform Mobile App (if available).

- ii. <u>Direct Deposits or Automated Credits</u> If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, call (833) 544-1856or email brokerage@synapsefi.com to find out if the deposit has been made.
- d. Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So If you scheduled a one-time ACH transfer or recurring ACH transfers using a written authorization form, you may be able to cancel the transaction stop any of these Payments. Here's how:
 - i. To stop a recurring ACH transfer you preauthorized, including, but not limited to, ACH transfers you preauthorized through Platform, where you are unable to cancel the transaction on the Platform Mobile App, please email brokerage@synapsefi.com to request cancellation of the recurring Payment.
 - ii. To stop a Payment, first try to cancel the transaction on the Platform Mobile App; and, if you are unsuccessful, call us at (833) 544-1856, or email at brokerage@synapsefi.com. Your request to stop Payment must be received at least three (3) business days before the Payment is scheduled to be made. Such a stop Payment request will cancel a single, i.e. one (1) recurring Payment. If you want to permanently stop all recurring Payments to a specific receiver of a transfer you will be required to put your request in writing and send it to brokerage@synapsefi.com within fourteen (14) days after your notification to stop such Payments. You will need to tell us; the name of the payee, the dollar amount of the Payment and the date of the Payment. If written stop Payment notification is not received within fourteen (14) days, the Payment in question will be honored as originally authorized and future Payments will not be permanently stopped.
- e. **Notice of Varying Amounts** If the recurring ACH transfers you make might vary in amount, your designated payee of the recurring ACH should tell you the transfer date and the amount of the transfer ten (10) days before each Payment is scheduled to take place.
- f. Liability for Failure to Stop Payment of Preauthorized Transfer If you order Platform or us to stop a preauthorized Payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

4. Your Liability for Unauthorized Transfers

- a. Contact us as once if you believe your Account number has been stolen. Telephoning is the best way to minimize your possible losses. If Account number has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, call (833) 544-1856or email brokerage@synapsefi.com. If you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Account without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Account number and we can prove that we could have stopped someone from using your Account without your permission if you had promptly notified us, you could lose as much as \$500.00.
- b. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors". If you do not notify us within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Account number has been lost or stolen, we will close Account to keep losses down and issue you a new Account number.

C. If your Account changes you must immediately notify your employer or any other payors or merchants. You must provide them with your new Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted.

5. Our Liability for Failure to Complete Transactions

- a. If we do not properly complete a transaction from your Account on time or in the correct amount according to our Agreement with you; we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
 - i. If through no fault of ours, you do not have enough funds available in your Account to complete the transfer;
 - ii. If access to your Account or linked account has been blocked after you reported your Account number or linked account number lost or stolen;
 - iii.If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
 - iv. If we have reason to believe the requested transaction is unauthorized;
 - V. If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
 - Vi. Any other exception stated in our Agreement with you.

6. Information About Your Right to Dispute Errors

- a. In case of errors or questions about your electronic transactions, call (833) 544-1856 or email us at brokerage@synapsefi.com if you think your statement or receipt is wrong or if you need more information about a transaction listed in the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us, sending us an email, or by writing to us. You will need to tell us:
 - i. Your name and Account number, email address associated with your Account and Account number (if any);
 - ii. Why you believe there is an error, and the dollar amount involved; and
 - iii. Approximately when the error took place.
- b. If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.
- C. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Account.
- d. For errors involving new Accounts, POS transactions or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.
- e. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting us at the phone number or address shown at the beginning of this section. If you need more information about our error-resolution

procedures, call (833) 544-1856, email brokerage@synapsefi.com, or visit the Platform Mobile App.

- 7. **Funds Availability** Information contained in this section is provided to assist you in understanding our Funds Availability Policy.
 - a. General We make funds available according to the type of deposit and when the funds are applied, or credited to your Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or Payments, check Payments or, if available, transactions using your Card during the hold period. We have the right to refuse any deposit.

If final Payment is not received on any item you have deposited into your Account, or if any direct deposit, ACH transfer is returned to us for any reason, you agree to pay us the amount of the returned item.

- b. **Availability** The length of the delay in the availability of funds varies depending on the type of deposit.
- C. Business Days The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by midnight Central Time will be considered current-day deposits. Any deposits received after that time will be processed the following business day.
- d. Same Day Availability Funds received from preauthorized electronic Payments such as payroll direct deposits, or other preauthorized electronic Payments will be available on the day the deposit is applied to your Account. ACH Credits received from an external bank account will be applied to the Account when we have verified the external account and received Payment on collected funds. Once the funds are applied to the Account, they will have same day availability.
- e. **Longer Availability** Electronic transfers depositing into the Account initiated through the Platform Mobile App may take up to five (5) business days from the date of the initial request, but will post on the Payment date of the deposit once the money has reached the Bank and/or Platform.