Social Invstr Customer Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF THE INVSTR BROKERAGE SERVICE.

In consideration of Social Invstr LLC and its agents and assigns (collectively “SILLC”) opening an account (“Account”) on my behalf, I agree, with respect to my Account, to the terms and representations set forth below (the “Agreement”). When used in this Agreement, the words “Client”, “I”, “Me”, “My”, “Myself”, “Mine” mean the owner of the Account.

I UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF MY RELATIONSHIP WITH SILLC REGARDING MY BROKER ACCOUNT. IF I HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, I WILL EMAIL SILLC AT SUPPORTPLUS@INVSTR.COM. I UNDERSTAND THAT CLICKING "SUBMIT APPLICATION", "AGREE TO ALL" OR OTHER SIMILARLY WORDED BUTTON IS THE LEGAL EQUIVALENT OF ME MANUALLY SIGNING THIS AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. BY ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE RECEIPT OF THE SILLC FORM CRS, AND SILLC PRIVACY NOTICES. I UNDERSTAND THAT THIS AGREEMENT AND FORM CRS MAY BE AMENDED FROM TIME TO TIME BY SILLC, WITH REVISED TERMS POSTED ON THE SILLC WEBSITE. I WILL BE NOTIFIED OF SUCH AMENDMENTS VIA EMAIL AND VIA IN-APP NOTIFICATIONS AND BE GIVEN 30 DAYS NOTICE TO DECLINE THE CHANGES AND CANCEL MY ACCOUNT SHOULD I CONSIDER THE CHANGES UNACCEPTABLE. I UNDERSTAND THAT BY CONTINUING TO MAINTAIN MY ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, I AM ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF I REQUEST OTHER SERVICES PROVIDED BY SILLC THAT REQUIRE ME TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT. I ALSO UNDERSTAND THAT BY CLICKING "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTONS I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 28.

1. Representation. As an individual, I am of legal age under the laws of the State or country where I reside and authorized to enter into this Agreement, either for myself or for legal minors in my care. If an entity, I am duly formed, validly existing and in good standing in My state of organization, have full power and authority to enter and perform this Agreement, and the persons signing the account application are fully authorized to act on My behalf. No person, except Myself, has any interest in the Account opened pursuant to this Agreement. I acknowledge that unless SILLC receives a written
objection from Me, under Securities and Exchange Commission (“SEC”) Rule 14b-1(c), SILLC may provide My name, address, and securities positions to requesting companies in which I hold securities. Except as otherwise disclosed to SILLC, neither I nor any member of My 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, including the Financial Industry Regulatory Authority (“FINRA”) or an associated person of a FINRA member firm, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual otherwise engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. I understand and agree that I will promptly notify SILLC if I or a member of My immediate family becomes so employed or becomes registered or employed in any of the above capacities. I further agree to promptly notify SILLC if I am now or if I become: (A) registered or qualified with FINRA or the SEC, the Commodities Futures Trading Commission, any State securities agency, any securities exchange or association, or any commodities or futures contract market or association; (B) an “investment adviser” as that term is defined in Section 201(11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that act); (C) employed by a bank or other organization exempt from registration under federal and state securities laws to perform functions that would require Me to be so registered or qualified if I were to perform such functions for an organization not so exempt; or (D) an officer, director or 10% stockholder of any publicly traded company.

2. Authorization. I understand that My account is self-directed. Accordingly, I appoint SILLC as My agent for the purpose of carrying out My directions with respect to the purchase or sale of securities in accordance with the terms and conditions of this Agreement. To carry out its duties, SILLC is authorized to open or close My Account, place and withdraw orders and take such other steps as are reasonable to carry out My directions. All transactions will be affected only on My order or the order of My delegate, as accepted and authorized by SILLC. SILLC provides trading and brokerage services through the Invstr mobile application and website (The Services), terms and conditions of which you have already accepted through Invstr Limited. I agree to receive and transmit financial information through such electronic means. My use or My grant of access to My Account to any third party to access information or place transactions in My Account is solely at My risk. If I authorize or allow third parties to gain access to My Account, I will defend and indemnify SILLC against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use. SILLC does not warrant against loss of use or any direct, indirect or consequential damages or Losses (as defined in Section 17) to Me caused by My assent, expressed or implied, to a third party accessing My Account or information, including access provided through any other third-party systems or sites, or using My Account.

3. Roles and Responsibilities.

A. No Advice. I am solely responsible for any and all purchase and sale orders, decisions to continue with an investment strategy or to hold an investment placed in My Account. I am a self-directed investor and all orders entered are unsolicited and based on My own investment decisions. I 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.

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I understand that I am solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in My Account. I understand that certain securities may grant Me valuable rights that may expire unless I take specific action. I am responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with My securities may be called, cancelled, or modified. SILLC may, but is not obligated to, notify Me of any upcoming expiration or redemption dates, or take any action on My behalf without My specific instructions except as required by law and the rules of regulatory authorities. If any security is about to expire worthless or be redeemed for less than its fair market value and SILLC has not received instructions from Me, SILLC may, at its discretion, sell the security and credit My Account with the proceeds. SILLC is not obligated to take any of these actions and is not liable for losses should it not take them. I understand that when I request assistance from SILLC employees in using the services provided it will be limited to an explanation of the service’s functionality and, if requested by Me, to the entry by SILLC employees of variables provided by Me, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction or whether the transaction is in my best interest, or solicitation of any orders.

B. Customer Responsibility. I understand and agree that My Account login details are confidential and I am responsible for the confidentiality, protection and use of them. I agree and accept full responsibility for monitoring and safeguarding access to My Account. I agree to notify SILLC: (i) any loss, theft, or unauthorized use of login ID; (ii) any failure by Me to receive a message from SILLC indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by Me to receive an accurate confirmation of an execution; (iv) any receipt by Me of confirmation of an order, execution and/or cancellation, which I did not place; or (v) any inaccurate information in or relating to My Account balances, deposits, withdrawals, securities positions or transaction history. Each of the events described in subsections (i)-(v) hereof, shall be deemed a “Potential Fraudulent Event”. The use and storage of any information including, without limitation, My login details, portfolio information, transaction activity, account balances and any other information or orders available on My personal devices are at My own risk and are My sole responsibility. I agree to be responsible for all activities in My Account and SILLC may rely that I have authorized any orders or instructions that are received under My Account login details. I also agree to promptly report all Potential Fraudulent Events to the appropriate law enforcement authorities, as may be requested by SILLC. Further, I agree to cooperate fully with SILLC and law enforcement in connection with any investigation of a Potential Fraudulent Event by, among other things, (i) providing to SILLC a copy of all incident reports or other documentation relating to such Potential Fraudulent Event prepared by law enforcement and provided to Me, and (ii) completing any required affidavits promptly, accurately and thoroughly. I also agree to allow SILLC access to My devices and My network in connection with its investigation of such Potential Fraudulent Event. I understand that, if I fail to do any of these things, I may encounter delays in regaining access to the funds in My Account. I agree to indemnify and hold SILLC and its affiliates harmless from any Losses arising out of or relating to a Potential Fraudulent Event.

4. Clearing Status. I understand that SILLC introduces My Account and transactions on a fully disclosed basis, and that SILLC has entered into a clearing arrangement with Apex Clearing Corp. (“Apex” and/or “the Clearing Agent”), to perform certain services. I understand that Apex carries My Account(s) as a fully-disclosed clearing broker pursuant to a clearing agreement between SILLC and Apex, and that Apex will clear all
transactions under this Agreement pursuant to that clearing agreement. I agree that Apex is responsible for the execution, clearing and bookkeeping of transactions made and is not otherwise responsible for the conduct of SILLC. Apex may accept from SILLC, without inquiry or investigation, (A) orders for the purchase or sale of securities and other property on margin, if I have elected to have a margin account, or otherwise, and (B) any other instructions concerning said accounts. Apex shall look solely to SILLC unless otherwise directed by SILLC, and not to Me with respect to any such orders or instructions; except that I understand that Apex will deliver confirmations, statements, and all written or other notices with respect to My Account directly to Me with copies to SILLC, and that Apex will look directly to Me or SILLC for delivery of margin, payment, or securities. I agree to hold harmless Apex from and against any losses arising in connection with the delivery or receipt of any such communication(s), provided Apex has acted in accordance with the above. The foregoing shall be effective as to My Account until written notice to the contrary is received from Me by Apex or SILLC. I further understand that transactions may be executed by other broker-dealers. SILLC will respond to inquiries I may make concerning My Account and if any inquiry sent to Apex is in the form of a complaint regarding SILLC, Apex will be responsible for (A) promptly notifying SILLC about the complaint; (B) providing Me with an acknowledgement that Apex has done this; and (C) providing a copy of My complaint to SILLC’s designated examining authority. I understand and agree that any rights that either Apex or SILLC have under this Agreement may be exercised by either Apex or SILLC or may be assigned to the other, and that Apex and SILLC may enforce any rights under this Agreement independently or jointly.

5. Reports and Statements. I agree that it is My responsibility to review confirmations of execution of orders and statements of My Account promptly upon receipt. These documents will be considered binding on Me unless I notify SILLC of any objections within seven (7) days from the date confirmations are delivered and within seven (7) days after My Account statements are delivered (which includes online postings on My account). In all cases, SILLC reserves the right to determine the validity of My objection. If I object to a transaction for any reason, I understand and agree that I am obligated to take action to limit any losses that may result from such a transaction. I understand and agree that unless I take such action to limit My losses, I will bear sole responsibility for any loss relating to the initial transaction and any and all losses that may occur thereafter, even if My objection to the initial transaction is ultimately determined to be valid. Nothing in this Section 5 shall limit My responsibilities as described in Section 3(B) of this Agreement.

6. 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 Me: When I open an Account, SILLC will ask for My name, email, mobile phone number, social security number, home address, date of birth and other related personal information that will allow SILLC to identify Me. Also, SILLC may ask for further profile information such as My investment experience, objectives and risk appetite. SILLC may also ask to see My driver’s license or passport or other identifying documents and subsequently make copies for the records. I understand that SILLC may take steps to verify the accuracy of the information I provide in My Account application or otherwise, and that SILLC may restrict My access to My Account pending such verification. I will notify SILLC of any changes in the information including, but not
limited to, My name, address, e-mail address and mobile phone number promptly. Additionally:

A. Bank Account(s). I accept that when I open a new account, I am also opening bank account(s) with Vast Bank, or other banking partners, using the same personal information described above, and may be required to provide further information by the bank to complete the account opening. Use of the bank account is necessary to fund any purchases or other charges in My brokerage account and to move funds received from the sale of brokerage assets and other activities, including but not limited to dividends and other corporate actions, back to My bank account.

7. SIPC and Other Insurance Coverage. I understand that SILLC is a member of the Securities Investor Protection Corporation ("SIPC"), which provides protection for accounts up to $500,000 (including $250,000 for claims of cash) per client as defined by SIPC rules. An explanatory brochure is available upon request or at www.sipc.org or via telephone at (202) 371-8300. I understand that Apex has purchased an additional insurance policy through a group of London Underwriters to supplement SIPC protection. This additional insurance policy becomes available to customers in the event that I have to claim in excess of SIPC insurance limits. Apex’s excess-SIPC insurance policy is subject to the policy’s then-applicable account and aggregate policy claim limits. Specific information about such limits then in effect is available by contacting Apex. Similar to SIPC protection, this excess-SIPC insurance policy does not protect against a loss in the market value of securities. Neither SIPC, nor Apex’s excess-SIPC insurance coverage, covers fluctuations or losses in the market value of my investments.

8. Sales. I agree to only place sell orders for securities owned by Me and held in My Account at the time My order is placed.

9. Applicable Laws and Regulations. All transactions in My Account will be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Where applicable, such transactions will be subject to the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, and the rules and regulations of the SEC, the Board of Governors of the Federal Reserve System and any applicable self-regulatory organization. In no event will SILLC be obligated to effect any transaction it believes would violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory body.

10. Distributions. In the event that I sell a security prior to its ex-dividend/distribution date, and I receive the related cash/stock dividend or distribution in error, I direct SILLC on My behalf to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse SILLC for, or deliver to SILLC, said dividend or distribution.

11. Market Volatility. I understand that, whether I place a market or limit order, I will receive the price at which My order is executed in the marketplace. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. I understand that SILLC is not liable for any price fluctuations. I also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are
relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices. Securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If I place a market order (whether during normal market hours or when the market is closed), I agree to pay or receive the prevailing market price at the time My market order is executed. I understand that the price I pay may be significantly higher or lower than anticipated at the time I placed the order. To avoid buying a security at a higher price and possibly exceeding My purchasing power, or selling it at a lower price than I desire, I understand My option to enter a limit order. I also understand that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at, or better than, the limit price I specify. The SILLC website contains further information regarding order types and limitations, which I agree to read and understand before placing such orders.

12. Market Data. I understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to parties that disseminate said data. I understand that neither SILLC nor any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. I understand that neither SILLC nor any participating national securities exchange or association nor any supplier of market data warrants that the provision of market data will be uninterrupted or error-free. I agree that My use of SILLC's website, mobile application, or any SILLC service is at My sole risk. I agree not to reproduce, distribute, sell or commercially exploit the market data in any manner without written consent from SILLC. The SILLC service is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

NEITHER I NOR ANY OTHER PERSON SHALL HOLD SILLC OR ANY DISSEMINATING PARTY OF MARKET DATA LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION FROM, (I) ANY SUCH DATA, INFORMATION OR MESSAGE OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE, OR (B) ANY LOSS OR DAMAGE ARISING FROM OR OCCasioned BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (II) NON- PERFORMANCE OR (III) INTERRUPTION IN ANY SUCH DATA, INFORMATION OR MESSAGE, WHETHER DUE TO ANY NEGLIGENT ACT OR OMISSION BY SILLC OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, STRIKE, ACCIDENT, PANDEMIC, ACTION OF GOVERNMENT, COMMUNICATIONS OR POWER FAILURE, OR EQUIPMENT OR SOFTWARE MALFUNCTION) OR OTHER CAUSE BEYOND THE REASONABLE CONTROL OF ANY SUCH DISSEMINATING PARTY. I UNDERSTAND AND AGREE THAT SILLC WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, TRADING LOSSES AND DAMAGES) THAT
I MAY INCUR IN CONNECTION WITH MY USE OF THE MARKET DATA PROVIDED BY SILLC OR A DISSEMINATING PARTY UNDER THIS AGREEMENT.

A. Permitted Receipt. I understand that I may not receive market data as a Nonprofessional, and SILLC may not provide market data to Me as a Nonprofessional, unless SILLC first properly determines that I qualify as a Non Professional as defined below and I in fact qualify as a Nonprofessional. I agree that, as a prerequisite to SILLC qualifying Me as a Nonprofessional, I will provide truthful and accurate information about Me. Except as otherwise declared to SILLC, by executing this Agreement, I certify that I meet the definition of Nonprofessional as set forth in this Agreement.

B. Permitted Use. If I am a Nonprofessional, I agree to receive market data solely for my personal, non-business use. Notification. I shall notify SILLC promptly of any change in my circumstances that may cause Me to cease to qualify as a Nonprofessional.

C. Definition. Nonprofessional means any natural person who receives market data solely for his/her personal, non-business use and who is not a "Professional." 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 advisor" 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.

13. Restrictions on Trading. I understand that SILLC may, in its discretion, prohibit or restrict the trading of securities, or the substitution of securities, in My Account. I understand that SILLC may execute all orders by Me on any exchange or market. In the event of a breach or default by Me under this Agreement, SILLC shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein. I understand that SILLC may at any time, at its sole discretion and without prior notice to Me: (A) prohibit or restrict My access to the use of the SILLC services; (B) otherwise prohibit or restrict My ability to trade; (C) refuse to accept any of My transactions; (D) refuse to execute any of My transactions; and/or (E) terminate My Account. The closing of My Account will not affect the rights and/or obligations of either party incurred prior to the date My Account is closed.

14. Sub-Brokers and Agents. SILLC may employ sub-brokers or other agents in connection with the execution of any order or the consummation of any other transaction hereunder, and shall be responsible only for reasonable care in their selection.

15. Disclaimer of Liability. Except as otherwise provided by law, neither SILLC, Apex nor any their affiliates, respective partners, managing directors, officers, directors, employees and agents (the “Indemnified Parties”) shall be liable for any expenses, losses, damages, liabilities, demands, charges, causes of action, claims, penalties, fines or excise taxes of any kind or nature (including legal expenses and reasonable attorneys’ fees) (“Losses”) by or with respect to any matters pertaining to My 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 judgement or order to have resulted solely from an Indemnified Party’s gross negligence or willful misconduct. In addition, I agree that the Indemnified Parties shall not be liable for any Losses that result from: (A) My misrepresentation or alleged misrepresentation, or act or omission; (B) Indemnified Parties following My directions or failing to follow My unlawful or unreasonable directions; (C) any activities of or services provided by the Indemnified Parties in connection with My Account (including, without limitation, any technology services, reporting, trading, research or capital introduction services); or (D) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to Me.

I consent to the use of automated systems or service bureaus by SILLC and Apex and their affiliates in conjunction with My Account, including, but not limited to, automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively “Automated Systems”). I 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 Me. I understand and agree that Indemnified Parties will have no liability whatsoever for any Losses arising out of or relating to a System Failure. I also agree that Indemnified Parties will have no responsibility or liability to Me in connection with the performance or non-performance by any exchange, clearing organization, or other third party (including, without limitation, other clearing firms, banks and international executing brokers) or any of their respective agents or affiliates, of its or their obligations relative to any securities. I agree that Indemnified Parties will have no liability, to Me or to third parties, or responsibility whatsoever for: (A) 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 (i.e., earthquake, flood, severe or extraordinary weather conditions, or other act of God, fire, war, insurrection, riot, labor dispute, strike, or similar problems, accident, pandemic, action of government, or communications or power failure or equipment or software malfunction), exchange rulings or suspension of trading; and (B) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that I may incur in connection with My use of the brokerage and other services provided by Indemnified Parties under this Agreement.

16. Exchange Traded Funds. I understand that I should consider the investment objectives and unique risk profile of exchange traded funds (“ETFs”) carefully before investing, and that ETFs are subject to risks similar to those of other diversified portfolios. I further understand that leveraged and inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives, and other complex investment strategies, and that although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. I further understand that ETFs are required to distribute portfolio gains to shareholders at year end, which may be generated by portfolio rebalancing or the need to meet diversification requirements, and that ETF trading will also generate tax consequences. I understand
that I can obtain prospectuses from issuers or their third-party agents who distribute and make prospectuses available for review.

17. Fiduciary. SILLC does not review any action or inaction of a fiduciary with respect to My Account and is not responsible for determining whether a fiduciary's action or inaction satisfies the standard of care applicable to such fiduciary's handling of My Account or whether any action or inaction is within the scope of the fiduciary's authority. SILLC is not responsible for determining the validity of a person or entity's status or capacity to serve as a fiduciary. At its sole discretion, SILLC may require additional documentation before permitting a fiduciary to become authorized on an existing account or when opening a new account. Inasmuch as the Account is one owned or managed by a fiduciary, the fiduciary and I agree to indemnify, defend and hold harmless SILLC and its affiliates from and against any Losses arising out of or relating to any act, error or omission of the fiduciary.

18. "Property." For all purposes of this Agreement, the word "Property" means all kinds of monies, securities, and all contracts, investments and options relating thereto, whether for present or future delivery, and all distributions, proceeds, products and accessions of all such items. This includes all such Property held, maintained or carried by Apex in any manner.

19. Legal Process. If legal action such as an attachment, garnishment, levy or other state or federal legal process ("Legal Process") is brought against My account, SILLC may refuse to permit (or may limit) withdrawals or transfers from My account until the Legal Process is satisfied or dismissed. Regardless of the terms of such Legal Process, SILLC has first claim to any and all funds in My Account. SILLC will not contest on My 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 Me, even if any funds SILLC may be required to pay out leaves insufficient funds to pay a check I have written. If SILLC incurs any expenses, including without limitation, reasonable attorney fees, in connection with any such Legal Process, it may charge any expenses and fees to My Account or any other account I may have without prior notice, or it may bill Me directly for such expenses and fees. Any garnishment or other levy against My account is subject to SILLC's right of setoff and security interest.

20. Event of Death. It is further agreed that in the event of My death the representative of My estate or the survivor or survivors shall immediately give SILLC written notice thereof, and SILLC may, before or after receiving such notice, take such action, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the Account as it may deem advisable to protect it against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of My death all open orders shall be cancelled, but SILLC shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, SILLC may in its discretion close out the Account without awaiting the appointment of a personal representative for My estate and without demand upon or notice to any such personal representative. The estate of any joint account holder who shall have died shall be liable and each surviving joint account holder shall continue to be liable, jointly and severally, to SILLC 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 SILLC 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. Such notice shall not affect SILLC’s rights under this Agreement to take any action that it could have taken if I had not died.

21. Information Accuracy. I (A) certify that the information contained in this Agreement, the account application, and any other document that I furnish in connection with My Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing SILLC to extend credit is a federal crime; (B) authorize SILLC to contact any individual or firm noted herein or on the documents referred to in subsection (A) of this Section and any other normal sources of debit or credit information; (C) authorize anyone so contacted to furnish such information to SILLC as it may request; and (D) agree that this Agreement, the account application and any other document I furnish in connection with My Account is SILLC’s property, as the case may be. I shall promptly advise SILLC of any changes to the information in such agreements and documents in writing within ten (10) days. SILLC 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.

22. Tax Advice. Under no circumstance does SILLC provide tax advice and I may not rely on any representations made by SILLC relating to tax matters.

23. Tax Reporting; Tax Withholding. The proceeds of sale transactions and dividends paid will be reported to the Internal Revenue Service ("IRS") in accordance with applicable law.

A. U.S. Persons. This subsection is applicable if I am a U.S. person. Under penalties of perjury, I certify that the taxpayer identification number that I have provided to SILLC (including any taxpayer identification number on any Form W-9 that I have provided or will provide to SILLC) is My correct taxpayer identification number. I certify that I am not subject to backup withholding and I am 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 to SILLC, I understand I may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to me. Backup withholding taxes are sent to the IRS and cannot be refunded by SILLC. I further understand that if I waive tax withholding and fail to pay sufficient estimated taxes to the IRS, I may be subject to tax penalties.

B. Non-U.S. Persons. This subsection is applicable if I am not a U.S. Person. I certify that I fully understand all the information on any Form W-8BEN that I have submitted to SILLC. Under penalties of perjury, I declare that (i) I have examined all the information (including all the information in the English language) on any Form W-8BEN that I have submitted or will submit to SILLC and (ii) to the best of My knowledge and belief all such information is true, correct, and complete. I authorize SILLC to provide any such Form W-8BEN to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. I agree that I will submit a new Form W-8BEN to SILLC within 30 calendar days if any certification made on any previously submitted Form W-8BEN becomes incorrect. I understand that the IRS does not require My consent to any provisions of such Form W-8BEN other than the certifications required to establish My status as a non-U.S. Person and, if applicable, obtain a reduced rate of withholding.

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24. Credit Information. I authorize SILLC to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, SILLC agrees to provide Me a copy of any report so obtained.

25. Fees and Charges. I understand that there are no commission charges for buy and sell orders, but additional fees may apply for other services provided under this Agreement. I also agree to pay all applicable regulatory fees, federal, state and local taxes associated with or related to activities in My Account. I authorize SILLC to automatically debit My Account for any such charges, fees and taxes. I agree to pay such fees at the then prevailing rate. I acknowledge that the prevailing rate of fees may change and that change may occur without notice. I agree to be bound by such changes.

26. Funds Transfers.
You acknowledge all your transaction instructions are carried out between You and the Bank and Clearing Broker, via the Service. Furthermore, you acknowledge you are responsible for any and all orders placed by you and all the fees and costs associated herewith. By using the Service, you are instructing to move money from your account at the Bank to fund any purchases or other charges in your Clearing Broker account and to move funds received from the sale of brokerage assets and other activities, including but not limited to dividends and other corporate actions, back to your account at the Bank. You are instructing the Bank to place holds as necessary on the funds in your Bank account to enable these transfers and to settle with the Clearing Broker in a timely manner. You will be notified in the Services, at the point of placing an order, that you will be authorizing the movement of funds as described above when you confirm the order instruction.

You understand that all buy orders are Market Orders, therefore the order is executed at the best available price and can therefore go up as well as down between placing and execution of that order. You therefore agree that the place hold value will be 105% of the order value. Notwithstanding, you agree that further funds from your Bank account will be withdrawn to cover that position, if required. If there are still insufficient funds to cover the debit, you agree that the Introducing Broker and Clearing Broker can liquidate your position to recover any outstanding money used to fulfil the original execution. Furthermore, you also understand that you will not be able to sell any securities before funds have been transferred to pay for any outstanding purchases of securities.

You acknowledge that We have no control over any movement of funds in your account and you hold Us harmless and indemnify Us and all its officers and agents for any and all errors that may take place as a result of the movement of funds.

27. Fractional Shares. I acknowledge and understand that all holdings of fractional shares are rounded to the sixth decimal place, the value of fractional shares to the nearest cent, and any dividends paid on fractional shares to the nearest cent. I further understand that dollar-based purchases or sales of less than $5.00 will not be accepted and that I will receive proceeds from the sale of any whole or fractional shares rounded to the nearest cent. I understand that if I enter repeated fractional orders with individual notional values of less than $0.01, My Account may be restricted. I understand that a vendor employed by SILLC will aggregate any proxy votes for fractional shares of SILLC's customers with all votes reported to the issuer or issuer's designated vote tabulator and that, while SILLC's vendor will report such proxy votes on fractional shares, the issuer or tabulator may not fully count such votes. I understand that all orders that include
fractional shares ("Fractional Orders") will be executed on a principal basis. To the extent that whole shares must be purchased or sold in the market to fulfil any part of my Fractional Order, the fractional component of that order will be fulfilled at the execution price received for the corresponding whole shares. I understand that fractional shares within My Account (i) are not transferable in-kind, and (ii) may only be liquidated and the proceeds transferred out via a wire transfer. I acknowledge that, subject to applicable requirements, SILLC may report holdings and transactions in My Account in terms of either U.S. Dollars, shares, or both. I agree that my fractional share holdings shall be treated as a "financial asset" under Article 8 of the Uniform Commercial Code.

A. This Agreement contains a pre-dispute arbitration clause. By signing this Agreement, the parties agree as follows:
(i) All parties to this Agreement are giving up the right to sue each other in court, including the right to a jury, except as provided by the rules of the arbitration forum in which a claim is filed. My obligation to arbitrate includes all disputes, controversies and claims against SILLC and Apex arising out of or relating to this Agreement.
(ii) Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
(iii) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
(iv) 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.
(v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
(vi) 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 to court.
(vii) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
B. Any dispute, controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR"). I agree to arbitrate any controversy or claim before FINRA DR in the State of New York.
C. 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 I am a foreign national, non-resident alien, or if I do not reside in the United States, I agree to waive My right to file an action against SILLC in any foreign venue.
D. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) 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.

29. Trusted Contact Person. SILLC will provide Me with the ability to designate a “Trusted Contact Person”. To the extent I have designated a Trusted Contact Person for My Account(s), SILLC and associated persons of SILLC are authorized to contact My Trusted Contact Person and disclose information about My Account(s) to address possible financial exploitation, to confirm the specifics of the customer’s 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 FINRA Rule 2165.

30. Miscellaneous Provisions. The following provisions shall also govern this Agreement:
A. Complaints. If I have a complaint regarding My Account or other services received from SILLC, I will direct it to the SILLC Client Service Department. I agree to provide SILLC with a detailed explanation of my concern including my account details. I can inform SILLC of my complaint by email at supportplus@investr.com or mail to:
Social Invstr LLC
3201 Cherry Ridge Rd, Suite 213B,
San Antonio
Texas 78230
SILLC will investigate my complaint or question and respond to me generally within a reasonable time, but SILLC retains the discretion, however, to take more time if needed to thoroughly investigate my complaint or question. Nothing in this Agreement is intended or should be construed to prohibit, restrict, or otherwise limit My right to respond to or affirmatively contact the relevant governmental, regulatory, and law enforcement authorities in connection with My Account.
B. Ratification. I hereby ratify and confirm all transactions made and entered into with SILLC and Apex.
C. 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.
D. Termination. SILLC may terminate this Agreement, or close, deactivate or block access to My Account at any time in its sole discretion. I will remain liable to SILLC for all obligations incurred in My Account or otherwise, whether arising before or after termination. I may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of My Account.
E. No Waiver; Cumulative Nature of Rights and Remedies. SILLC’s failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on its part to exercise any power or right given in this Agreement, or a continued course of such conduct on its 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 SILLC in this Agreement are cumulative and not exclusive of any other rights or remedies to which it is entitled.

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F. Customers. The products and services described on SILLC’s website and mobile application are only offered in jurisdictions where they may be legally offered. Nothing on SILLC’s website or mobile application constitutes an offer or solicitation of securities, products, or services in any jurisdiction where their offer or sale is not qualified or exempt from registration. I understand that SILLC’s products and services are intended for U.S. customers only and may or may not be offered or available in other countries. I understand that SILLC, at its sole discretion may accept unsolicited accounts from non-U.S. residents, depending on the country of residence and other factors.

G. Governing Law. This Agreement and all transactions made in My Account shall be governed by the laws of the State of New York (regardless of the choice of law rules thereof), except to the extent governed by federal securities law, the Federal Arbitration Act, SRO Rules, and to the constitution, rules, regulations, customs and usage of the exchanges or market (and its clearing house) where executed.

BY MY ELECTRONIC SIGNATURE ON THE ONLINE ACCOUNT APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE.