



# DriveWealth Customer Account Agreement

**Effective Date:** June 30, 2020

1. **Introduction.** This Agreement sets forth the terms and conditions under which DriveWealth, LLC (“**DriveWealth**”) will maintain your Account and receive orders for the purchase and sale of Securities and Other Assets. By opening an Account at DriveWealth, you acknowledge that you have received, read, and understand this Agreement and agree to be bound by its terms. This Agreement shall not become effective until accepted by DriveWealth, and such acceptance may only be evidenced by internal records maintained by DriveWealth. This Agreement supersedes any previous agreements you may have made individually with DriveWealth regarding your Account, and if it is held jointly or in other combinations, it supersedes any previous agreements made with DriveWealth by the same parties regarding their Accounts to the extent the subject matter is covered by this Agreement. DriveWealth may amend this agreement periodically by posting a revised version in its disclosure library and updating the Effective Date. The updated version will be effective as of the updated “Effective Date.” DriveWealth will provide you with reasonable notice if there are material changes to our Customer Account Agreement. You agree that you and your Account will be bound by changes to the Customer Account Agreement through any subsequent use of your Account, or if you do not close your Account, within fifteen (15) calendar days of being notified of the changes. Your continued use of our services after the Effective Date constitutes your consent to any changes to our Customer Account Agreement.

2. **Definitions and Relationships.** Capitalized terms shall have the following meanings as used in this Customer Account Agreement.

“**Account**” means each brokerage account you open with DriveWealth which you maintain an interest in.

**“Affiliates”** means any entity from time to time directly or indirectly controlling, controlled by, or under common control with a party.

**“Applicable Law”** means all applicable federal and state laws, rules and regulations, the rules of any self-regulatory organization, including but not limited to, the Board of Governors of the Federal Reserve System (the “Federal Reserve Board”), the U.S. Securities and Exchange Commission (“SEC”), the Financial Industry Regulatory Authority (“FINRA”), and the constitution, rules, regulations, customs and usages of the exchanges, markets and clearing agencies where Transactions are executed, cleared and settled for your Account.

**“DriveWealth Platform”** means such technology owned, operated, or made available by DriveWealth or an Affiliate of DriveWealth to enable brokerage services in your Account.

**“Effective Date”** shall be the date of this Customer Account Agreement as stated above.

**“Introducing Broker”** means the organization serving as your broker. Your Introducing Broker is responsible for receiving your instruction to buy and sell securities and transmitting that instruction to DriveWealth.

**“Investment Advisor”** or **“Advisor”** means the individual or organization serving as your registered investment advisor or separate account manager. Your Investment Advisor is responsible for managing your Account(s) and has the responsibility for determining the appropriateness of advisory fees charged to your Account(s).

**“Party”** or **“Parties”** refers to You and DriveWealth, LLC and its Affiliates.

**“Securities and Other Assets”** includes, but is not limited to, any money, securities, and other property which may be held in your Account.

**“Transaction”** means the investment decisions as it relates to your Account including decisions to buy and sell securities. DriveWealth conducts Transactions in your Account as instructed by you and/or your Introducing Broker or Investment Advisor.

**“You”** or **“you”** and **“Your”** or **“your”** are the Account Holder(s). Account Holder(s) may be one or more individuals.

3. **Applicable Law.** All Transactions in your Account shall be subject to Applicable Law.

4. **Your Representations.** You represent and warrant that you: (a) are of legal age in the jurisdiction which you live and you are authorized to enter into this Agreement; (b) you have supplied accurate information in your Account application; and (c) that you are not (i) an employee of, or affiliated with any national securities exchange or the FINRA, another member firm of a national securities exchange or the FINRA, or a bank, trust company or insurance company, or (ii) a director, 10% beneficial shareholder, policy-making officer, or otherwise an affiliate (as that term is defined in Rule 144 under the Securities Act of 1933) of a publicly traded-company, unless you have notified DriveWealth to that effect, and that you will promptly notify DriveWealth if you become so employed or affiliated. DriveWealth reserves the right to close your Account at any time for any reason whatsoever.
5. **Services Provided by DriveWealth.** Your Introducing Broker or Investment Advisor has entered into a clearing agreement with DriveWealth in which DriveWealth is the clearing agent for securities Transactions in your Account and carries your Account. You agree that DriveWealth and its Affiliates may provide clearing, execution, and brokerage-related services to you. In certain instances, DriveWealth may rely on third-party vendor(s) for the performance of certain outsourced functions; DriveWealth will remain responsible for supervising and ensuring that all outsourced functions are provided in accordance with applicable U.S. securities laws and regulations. All rights and limitations on liability and obligations of DriveWealth in this Agreement are for the benefit of DriveWealth and each of its present and future Affiliates, which, for those purposes, shall be third party beneficiaries of this Agreement. You understand and acknowledge that DriveWealth provides no tax, legal, or investment advice of any kind, nor does DriveWealth give advice or offer opinions with respect to the nature, potential value, or suitability of any securities Transaction or investment strategy in your Account. You will not hold, nor seek to hold, DriveWealth or any of its officers, directors, employees, agents, subsidiaries or Affiliates liable for any trading or other investment losses incurred in your Account.
6. **Information Collected by DriveWealth.** You are requesting that DriveWealth open Account(s) on a fully disclosed basis in the names listed as Account Holders to this agreement. By making such request you authorize DriveWealth to obtain, verify, and record information on all Account Holders. As a condition of establishing an Account at DriveWealth, we will ask for your name, address, date of birth and other

information, such as your driver's license or other identifying documents, that will reasonably allow us to identify you. You authorize DriveWealth to share such information and any other confidential information DriveWealth may have about you or your Accounts amongst its Affiliates and third-party vendors only as necessary to service your Account.

7. **Privacy Policy:** By agreeing to this Agreement and establishing an Account at DriveWealth you acknowledge receipt and understanding of DriveWealth's Privacy Policy.
8. **Transfer of Securities and Other Assets into Account.** You agree that all Securities and Other Assets deposited into your Account will be in Good Deliverable Form. "Good Deliverable Form" means that the Securities and Other Assets are freely transferable, properly endorsed, registered and fully negotiable. You agree to give DriveWealth timely and accurate information relating to any restrictions on the sale or transfer of any Securities and Other Assets, including restrictions on the sale or transfer of any Securities and Other Assets that are subject to restrictions on resale under Applicable Law, contract or otherwise, including without limitation, Securities and Other Assets subject to Rules 144 or 145(d) under the Securities Act of 1933 ("Restricted Securities"). You further agree to timely satisfy all legal transfer requirements and to furnish all necessary documents before and after Securities and Other Assets are transferred.
9. **Your Responsibility for Your Account.** You assume financial responsibility with respect to all Transactions in your Account and your investment decisions. You will not let any unauthorized person make a Transaction in your Account. If you permit an unauthorized person to make a Transaction, even if the amount of actual use exceeds the amount you authorized, you will be responsible for the full amount of all Transactions that result. You acknowledge that DriveWealth does not provide tax, accounting or legal advice and that you and your advisers are responsible for these matters. You should consult with your tax adviser regarding tax consequences of your investment decisions. You are responsible for your Account password and taking reasonable steps to protect and monitor for unauthorized access to your Account. If you believe that your Account has been compromised due to a cyber security incident, or in any other way, you agree to immediately notify DriveWealth and your Introducing Broker or Investment Advisor so that appropriate action can be taken. If DriveWealth reasonably believes that

your Account has been compromised due to a cyber security incident, we reserve the right to take immediate action to protect your Account and the DriveWealth Platform. You agree that we may directly contact you and/or your Introducing Broker or Investment Advisor in such situations to inform you and/or your Introducing Broker or Investment Advisor about the nature of the incident and the steps taken to protect your Account.

10. **Payment and Settlement.** You agree that you will pay for any Securities and Other Assets purchased for your Account on or before the settlement date set forth on the confirmation for that Transaction or, if earlier, the standard settlement date in the market on which those securities are traded. DriveWealth may, in its discretion, permit you to purchase Securities and Other Assets without free credit balances in your Account. You further agree that each item sold in the Account will be delivered to DriveWealth in Good Deliverable Form on or before settlement date. Proceeds of any sale will not be paid to you before the time at which DriveWealth has received the Securities and Other Assets in Good Deliverable Form and the settlement of the Securities and Other Assets is complete. For our protection and to satisfy your obligations, we may, in our discretion and without prior demand or notice, sell or otherwise liquidate all or any part of the Securities and Other Assets in your Account, to satisfy your obligations or closing any or all Transactions in your Account. You are responsible for all debits, costs, commissions and losses arising from any actions we must take to liquidate or close Transactions in your Account, or from your failure to make timely good delivery of Securities. You agree that in the event that any Transaction denominated in a foreign currency is entered into on your behalf or that your Account receives a dividend payment denominated in a foreign currency: (i) any profit or loss resulting from changes in the exchange rate affecting such currency will be borne by your Account, (ii) all initial and subsequent deposits for margin purposes shall be made in U.S. dollars, in such amounts as DriveWealth may, in its sole discretion, require, and (iii) DriveWealth is authorized to convert funds in your Account into and from such foreign currency at a rate of exchange determined by DriveWealth, in its sole discretion, on the basis of then prevailing money markets, and you will reimburse DriveWealth for any expenses incurred in connection therewith. You further understand that all of the foregoing may be done without any prior notice to you; any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver.

11. **Monitoring Your Account.** You acknowledge and agree that DriveWealth may monitor and record telephone and any other communications between DriveWealth and you that occur over any network, including telephone, cable and wireless networks and the Internet, and DriveWealth may use the resulting information for internal purposes or as may be required by Applicable Law. Any such monitoring and recording will be carried out consistent with DriveWealth's Privacy Policy.
12. **SIPC.** DriveWealth is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC currently protects the securities and cash in your Account up to \$500,000 of which \$250,000 may be in cash. The SIPC does not protect against the market risks associated with investing. You acknowledge that, for purposes of SIPC, money market balances are considered securities. Securities and other assets held in your Account (except brokered certificates of deposit) are not insured by the Federal Deposit Insurance Corporation ("FDIC") and are subject to investment risks, including possible loss of the principal amount invested. To obtain information on SIPC, including the SIPC Brochure, go to [www.SIPC.org](http://www.sipc.org) (<http://www.sipc.org/>) or contact SIPC directly at (202)371-8300.
13. **Rule 144 or 145(d) Restricted or Control Securities.** Prior to placing an order for the sale or transfer of Restricted Securities, you agree that DriveWealth must be advised of the status of the securities and furnished with the necessary documents (including opinions of legal counsel, if DriveWealth so requests) or any other required waivers or consents necessary to satisfy legal transfer requirements. These securities may not be sold or transferred until they satisfy legal transfer requirements. Even if the necessary documents are furnished in a timely manner, there may be delays in the processing of these securities, which may result in delays in the delivery of securities and the crediting of cash to your Account. You are responsible for, and shall reimburse DriveWealth for, any delays, expenses, losses and damages (including reasonable attorneys' fees and court costs and expenses) ("Losses") incurred by DriveWealth that are associated with compliance or failure to comply with all of the requirements and rules relating to Restricted Securities.
14. **Inactive Accounts and Abandoned Property.**
1. Inactive Account Fee: If your Account has not initiated any trading activity during a consecutive twelve-month period, we may consider your Account to be "inactive" and may assess a monthly inactive

account fee for continued safekeeping of your Account.

2. **Abandoned Property:** During the period that your Account is “inactive” we will continue to make a diligent effort to locate you based on the contact information that you provided to us. If your Account continues to remain inactive for an extended period of time and there continues to be no contact from you, your Account may be considered “abandoned” or “unclaimed” property pursuant to state law. If such determination is made, we will report your Account to the state and it will be subject to the state’s escheatment process, whereby the state becomes the owner of the Account.

15. **Internet Communications.** DriveWealth will take measures that it believes appropriate to protect the confidentiality of information that it transmits to you over the Internet. You acknowledge, however, that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. You acknowledge that you should not transmit any personal or identifying information (such as account numbers, credit or debit card numbers, Social Security numbers, passport or visa numbers or Passwords) via the Internet unless you are certain that the transmission will be secure and encrypted. You further acknowledge that DriveWealth may be unable to assist you with problems that result from difficulties that you may encounter while logging on to or accessing your electronic communications via the Internet.

16. **Consent to Electronic Delivery of Communications and Regulatory Information.** As a condition of your eligibility to establish an Account at DriveWealth you consent to delivery of trade confirmations, account statements, prospectuses, issuer information, semiannual reports, proxy statements, ballots, information regarding voluntary and involuntary corporate actions, other shareholder materials, and other documents (collectively, “**Materials**”) by electronic means such as electronic mail, through websites, or in-application delivery of your online Account. You consent to DriveWealth’s use of electronic delivery and acknowledge that you have the means necessary to access such communications. Your consent to electronic delivery of the Materials extends to all information required to be delivered to you by us, by issuers of the securities you are invested in, and by other third parties that DriveWealth may utilize to assist in the performance of its obligations (“**Third Party Service Providers**”). You agree that when we send these electronic notices to you or they are posted to a website or delivered in-application, including on

or via any Introducing Broker or Investment Adviser website or application, that they constitute delivery to you of such Materials even if you do not actually access the information or documents. You understand that you will be deemed to have received certain Materials (such as prospectuses and other Materials that do not contain personal financial information) when they are posted to a publicly available website. This consent will be effective immediately and will remain in effect unless revoked by us or by you. You may revoke this consent to electronic delivery at any time by providing written notice to us at [support@drivewealth.com](mailto:support@drivewealth.com) (<mailto:support@drivewealth.com>). However, we reserve the right to terminate your Account or, in certain instances, charge you a service charge if you ask DriveWealth or applicable Third Party Service Providers for paper copies of Materials. We may also restrict, revoke or terminate your access to the services, eliminate product features, or terminate any agreement with you in accordance with the provisions of that agreement. Termination or other restriction of your Account may result in termination or significant restriction in your ability to use the services provided to you by an Introducing Broker or Investment Adviser. Any revocation of your consent to the electronic delivery methods described herein will take effect on a date determined by us, which will be communicated to you in writing to the email address you have on record. You further agree that any revocation or suspension of your consent to this Agreement, your request for paper copies, or our delivery of any paper copies will not imply that the previous electronic delivery or signature of documents pursuant to this Agreement did not constitute good and effective delivery, as applicable, or otherwise revoke your consent to any agreement or any term thereof.

17. **Review of Materials.** You agree to timely review all Materials sent to you and to promptly notify DriveWealth at [support@drivewealth.com](mailto:support@drivewealth.com) (<mailto:support@drivewealth.com>) if you believe there is an error in any Material sent to you with respect to your Account. You understand and agree that trade confirmations and account statements of your Account shall be binding if you do not object, in writing, within three (3) calendar days in the case of trade confirmations, and ten (10) days in the case of account statements, after transmittal to you by electronic delivery or otherwise.
18. **Communications with DriveWealth.** You agree that DriveWealth may designate the manner in which you must send different types of communications (including changes in your contact information) to DriveWealth and the addresses to be used for that purpose. DriveWealth



need not act upon any communications transmitted in a manner inconsistent with such designations, and DriveWealth shall be permitted a reasonable amount of time, as appropriate under the circumstances, to act in response to any communications if it elects to do so. DriveWealth will have no liability for relying on any directions from, or document signed by, any person that DriveWealth reasonably believes to be you or to be authorized by you to give the direction or sign the document, whether or not the person has the authority to do so.

19. **Oral Authorization.** You hereby agree that DriveWealth shall incur no liability in acting upon oral instructions given to it concerning your Account, provided such instructions reasonably appear to be genuine. DriveWealth, however, reserves the right to require that you make requests for any Transaction or for any withdrawal from your Account, in writing.
20. **Power of Attorney or Trading Authorization to Third Party.** If you grant a power of attorney or trading authorization to a third party with respect to the Account, you agree that DriveWealth may follow the instructions of that third party in accordance with the authorization.
21. **Trusted Contact Authorization.** DriveWealth will request the name and contact information for one or more trusted contact person(s) (“**Trusted Contact Person**”) for all non-institutional accounts as part of the firm’s account onboarding and periodic account review processes. By submitting a Trusted Contact Person Form you explicitly authorize DriveWealth, in its discretion, to contact each Trusted Contact Person and to disclose certain information about you and your Account(s) to such Trusted Contact Person in order to address issues related to potential financial exploitation, confirm information about you and your Account(s), and identify other information available pursuant to FINRA Rule 2165. DriveWealth is not required to contact you prior to contacting a Trusted Contact Person. To the extent you would like to provide DriveWealth Trusted Contact Person information, such person must be an individual, of sufficient capacity, over 18 years old. The Trusted Contact Person should be a person that is reasonably knowledgeable of you and your general activities. The Trusted Contact Person does not have trading authority or any other discretion over your Account(s). The Trusted Contact Person will only act as an information source to assist, as necessary, DriveWealth in its review of your

account(s). You may add, remove, or change the Trusted Contact(s) at any time by contacting DriveWealth support at support@drivewealth.com.

22. **Publications.** DriveWealth may make available information about securities and investment products, including materials prepared by others. None of this information is personalized or in any way tailored to reflect your personal financial circumstances or investment objectives and the securities or investment strategies discussed might not be suitable for you. Therefore, you should not view the fact that DriveWealth is making this information available to you to be a recommendation to you of any particular security or investment strategy. You agree that DriveWealth has no responsibility for determining the suitability of any Transactions for you. Further, you may not re-distribute such information and data without the prior approval of the appropriate party.
23. **Security Interest and Lien.** You agree that DriveWealth will have a continuing security interest in all Securities and Other Assets in which you have, or may later acquire, an interest in as security for payment of all your existing or future obligations and liabilities to DriveWealth, without regard to whether DriveWealth has made loans with respect to such Securities and Other Assets. All such Securities and Other Assets shall be subject to a first, perfected and prior lien, security interest and right of set-off and are held as security by DriveWealth or its agents for the discharge of any indebtedness or any other obligation you may have to DriveWealth, however such obligation may have arisen. In enforcing its security interest, DriveWealth shall have the discretion to determine which Securities and Other Assets are to be sold and the order in which they are to be sold and shall have all the rights and remedies available to a secured creditor under the Uniform Commercial Code of New Jersey as then in effect, in addition to the rights and remedies provided herein or otherwise by Applicable Law. Securities and Other Assets that you hold in a retirement account(s), which may include Individual Retirement Accounts (IRAs) or qualified plans, are not subject to this general lien; Securities and Other Assets held in your retirement account(s) may only be used to satisfy your debt or other obligations to DriveWealth that relate to your retirement account(s).
24. **Sell-Outs, Buy-Ins and Cancellation of Orders.** DriveWealth is authorized in case of your death or whenever, in its discretion, DriveWealth deems it necessary or appropriate for its protection, without notice to you or your personal representative, and without regard

to any tax or other consequences to you, to sell any and all Securities and Other Assets in your Account (a “sell-out”), or to purchase securities because the seller did not deliver securities in a timely fashion (a “buy-in”), or to cancel all outstanding Transactions, to offset any indebtedness in your Account against any other Account you may have (either individually or jointly with others). Any such sales or purchases may be made at DriveWealth’s sole discretion on any exchange or market where such business is usually transacted, or at public auction or private sale; and DriveWealth may be the purchaser for its own account. Such sales or purchases may be public or private and may be made without notice or advertisement and in such manner as DriveWealth may, in its discretion, determine. It shall be understood that a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of DriveWealth’s right to sell or buy without demand or notice as provided herein. At any such sale or purchase, DriveWealth may purchase or sell the property free of any right of redemption, and you agree to be liable for any deficiency in your Account. If the proceeds from such purchase or sale satisfy your indebtedness to DriveWealth, any money or Securities and Other Assets in your Account in excess of your indebtedness to DriveWealth will be held for your Account.

**25. Order Execution.** You agree that, subject to the terms of an order, the method of execution of that order is in the sole discretion of DriveWealth. DriveWealth may reject and pre-review your orders or take any other action (which may delay the execution of the order) for any reason, including market conditions, system outages, capacity limitations, pending proprietary or customer orders in the same security, regulatory restrictions and restrictions imposed by DriveWealth with respect to Transactions in the particular security. You may elect to submit Orders for execution on either a quantity (share) basis or on a notional (dollar-based) basis. DriveWealth executes pursuant to your investment instructions. In certain circumstances, you may not receive the full amount (share/notional) requested due to various market conditions and factors. Unused funds/shares will be returned to your Account. Certain securities may have order limitations as outlined in DriveWealth’s Disclosures and Disclaimers or as set by your Introducing Broker or Advisor.

**26. Order Change or Cancellation Requests.** You acknowledge that it may not be possible to cancel a market or limit order once you have placed it, and you agree to exercise caution before placing all orders. Any attempt you make to cancel an order is simply a “request to cancel.” DriveWealth

processes your request to change or cancel an order on a best-efforts basis only and will not be liable to you if DriveWealth is unable to change or cancel your order. Market orders, in particular, are subject to immediate execution, and as a general rule cannot be canceled once trading begins. No change or cancellation of market orders will be accepted through the DriveWealth Platform. Moreover, DriveWealth cannot guarantee that cancellation requests for any pending orders, placed shortly before trading begins, will be honored. You understand that DriveWealth's ability to process cancellation requests will be impacted by market conditions and trading volumes, both of which are out of DriveWealth's control. If you wish to try to change or cancel your market order, you agree to call a DriveWealth representative or your Broker's representative to assist you. Attempting to replace or change a market order through the DriveWealth Platform can result in the execution of duplicate orders, which ultimately are your responsibility. If an order cannot be canceled or changed, you agree that you are bound by the results of the original order you placed.

27. **Capacity.** DriveWealth will provide execution service for Transactions which are successfully transmitted from your Introducing Broker or Investment Advisor to DriveWealth. You understand that, in connection with purchase and sale Transactions in your Account, DriveWealth acts in an agency capacity for all full share components of your Transaction and in a principal capacity for all fractional share components of your Transaction.
28. **Cash Management Program.** By establishing an Account at DriveWealth you acknowledge that you have read and understand our Cash Management Program Disclosure Statement. You acknowledge and understand that DriveWealth's Cash Management Program may change from time to time and your eligibility to participate in such programs may vary. DriveWealth will provide notice to you before (1) making changes to Terms & Conditions of its Cash Management Program, (2) making changes to the Terms & Conditions of a product currently available through its Cash Management Program, (3) changing, adding or deleting products available through the Cash Management Program or (4) changing the customer's investment through the Cash Management Program from one product to another.
29. **Custodian.** DriveWealth custodies Securities and Other Assets held in your Account at approved Depository Trust Company Custodians ("DTC Custodians"). DriveWealth holds all positions in nominee name

with the DTC Custodians; DriveWealth maintains all records related to the holdings in your Account.

30. **Deposits on Cash Transactions.** If at any time DriveWealth considers it necessary or appropriate for its protection, it may, in its discretion, require you to deposit cash or collateral in your Account to assure due performance by you of your open contractual commitments.

31. **Not Acting as Financial Advisor or Fiduciary.** Unless DriveWealth has expressly agreed otherwise, DriveWealth is not acting as a financial advisor or fiduciary with respect to your Account or any related Transactions.

32. **Restrictions.** You understand that DriveWealth may, in its sole discretion, prohibit or restrict the trading of Securities and/or movement of other assets in your Account as we deem necessary.

1. Trading or Disbursement: You agree that DriveWealth may place trading, disbursement, or other restrictions on your Account including, but not limited to, the following circumstances: (i) pursuant to a court order, tax levy or garnishment; (ii) at the request of a government agency or law enforcement authority; (iii) due to cash up-front restrictions including violations of Regulation T of the Federal Reserve Board and Good Faith Violations; and (iv) as permitted by Applicable Law. You agree to abide by such restriction and not to initiate trades or Transactions which would violate the restriction. You will not hold DriveWealth liable for any trading losses, lost profits, tax obligations or other damages resulting from trading or disbursement restrictions imposed on your Account.

2. Account Restrictions: If there is a restriction on your Account(s) at DriveWealth, your use of the DriveWealth Platform and trading functions will also be restricted with respect to such Accounts. DriveWealth reserves the right to require cash or equity deposits, and to determine the adequacy of such deposit, prior to the lifting of a restriction and the resumed use of the DriveWealth Platform. DriveWealth is not responsible for any delay or failure to provide services to your Account while a restriction is in place, including the execution of any securities order if you lack sufficient funds in your Account or you delay or fail to make a required cash or equity deposit.

33. **Fees and Charges.** You authorize DriveWealth to deduct such fees from your Account to pay for applicable brokerage commissions, Transaction processing, and other fees, as they may exist from time to time, and to remit such payments to your Introducing Broker or Investment Advisor, as applicable. You shall at all times be liable for the payment upon demand of any debit balance or other obligations owing in any of your Accounts. DriveWealth's failure to deduct fees from your Account at the time you incur those fees does not waive DriveWealth's right to deduct those fees from your Account at a later time. In certain instances, you understand that DriveWealth may directly charge your Account for performing services or processing Transactions, and you hereby agree to pay such charges at the then prevailing rates. You also understand that such charges may be changed from time to time without notice to you, and you agree to be bound thereby. You agree to pay all applicable fees for Transactions you make and all authorized Transactions in your Account, as well as any applicable federal, state, and local taxes.
34. **"Long" Sales; Authorization to Purchase or Borrow Securities.** In placing any long sell order, you will designate the order as such. The designation of a sell order as being "long" shall constitute a representation by you that (i) you own the security with respect to which the sale order has been placed and (ii) if DriveWealth does not have the security in its possession at the time you place the sell order, you shall deliver the security to DriveWealth by settlement date in Good Deliverable Form. If you fail to deliver securities to DriveWealth in connection with a long sale, you authorize DriveWealth to purchase for your Account (buy in) all or a part of the securities sold. In any event, you agree to pay to DriveWealth any losses and expenses it may incur or sustain as a result of DriveWealth's failure to settle any such Transaction on your behalf and for any losses which DriveWealth may sustain because of its inability to purchase or borrow the security sold.
35. **Margin Agreement.** To the extent that you establish a Margin Account at DriveWealth, you will be required to attest to receiving, reviewing, and acknowledging DriveWealth's Margin Account Agreement, and applicable Margin Disclosures. All transactions in your Margin Account are subject to the terms of this Customer Account Agreement, the terms of the Margin Agreement and any other written agreements between you and us, as may be amended from time to time.

**36. Tax Consequences and Related Information: Non-U.S. Tax**

**Obligations.** If you are not a United States-based entity or are otherwise subject to the jurisdiction of a tax authority other than the Internal Revenue Service, you may be subject to laws, rules, regulations, withholding requirements, tax payments and other obligations related to your Account, the Transactions therein, and the amounts you pay to DriveWealth for the services provided hereunder ("Foreign Tax Rules"). You agree that, notwithstanding the letter of those Foreign Tax Rules, you shall be liable and responsible for compliance therewith, and shall indemnify and hold harmless DriveWealth from and against any tax obligations or penalties incurred by you or DriveWealth in connection therewith.

**37. Transfer of Excess Funds; Exchange Rate Fluctuations.** You hereby authorize DriveWealth to transfer excess funds from your Accounts to any of your other Accounts for any reason, but not in conflict with the Commodity Exchange Act.

**38. Termination of Your Relationship with Your Introducing Broker or Investment Advisor.** Either you, or your Introducing Broker or Investment Advisor may provide DriveWealth with notice to close your Account with your Introducing Broker or Investment Advisor. You understand that you must provide further instructions to DriveWealth on where to wire funds and/or move securities held in your Account. You agree that you will provide such instructions to DriveWealth within thirty (30) days of your Account with your Introducing Broker or Investment Advisor being closed. If DriveWealth does not receive such instructions, then you agree that DriveWealth may assess your Account an ongoing monthly maintenance fee of twenty cents (\$0.20 USD) to continue custodying your Account, and you explicitly authorize DriveWealth to deduct funds from your Account and/or liquidate securities in your Account to cover such maintenance fee.

**39. Satisfaction of Indebtedness; Termination.** You may terminate this Agreement at any time by written notice to DriveWealth Attention: New Accounts Group, 97 Main St. 2nd Floor, Chatham, NJ, 07928. You agree to satisfy, on demand, any indebtedness when your Account is closed. Your Account may not be closed without DriveWealth first receiving all funds to pay in full for all Securities and Other Assets in which your Account is long. DriveWealth may at any time, with or without notice to you, terminate your Account or any of its features or change their nature, composition or availability. Termination of the

Account or any feature will be effective immediately or at a later time as specified by DriveWealth, except that the relevant parts of this Agreement will remain in effect with respect to all Transactions then outstanding.

40. **Costs of Collection.**In the event that DriveWealth employs counsel or a collection agency to collect any indebtedness which you owe, you agree to pay the reasonable costs of collection, including but not limited to attorneys' fees, court costs and expenses incurred by DriveWealth in connection with its efforts to collect monies owed to it.
41. **Voting of Proxies for Securities in Your Account.**DriveWealth utilizes a third-party vendor, Say Communications, LLC, to extend voting rights to holders of fractional shares. DriveWealth may, in accordance with Applicable Law, vote proxies for shares of securities DriveWealth holds as your nominee where DriveWealth has not received voting instructions from you on a timely basis. You agree that DriveWealth will not be responsible or liable for failing or refraining to vote any proxies where DriveWealth has not received proxies or related shareholder communications on a timely basis.
42. **Waiver, Assignment and Modification.**Except as specifically permitted in this Agreement, no provision of this Agreement will be deemed waived, altered, modified or amended unless agreed to in writing by DriveWealth. DriveWealth's failure to insist on strict compliance with this Agreement or any other course of conduct on our part will not be deemed a waiver of DriveWealth's rights under this Agreement. You may not assign this Agreement to any third party without the written consent of DriveWealth. Any assignment in violation of this Agreement shall be void. DriveWealth may assign any of its rights and obligations in this Agreement to its Affiliates and successors without giving you notice.
43. **New Jersey Law to Govern.**This Agreement shall be deemed to have been made in the State of New Jersey and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New Jersey without giving effect to the choice of law or conflict of law provisions thereof.
44. **Binding upon Customer's Estate.**If you are a natural person, you agree that your estate shall promptly notify DriveWealth in writing of your death and your guardian shall promptly notify DriveWealth in writing upon your incompetence. You hereby agree that this Agreement and all



the terms thereof shall be binding upon your heirs, executors, administrators, guardians, personal representatives and permitted assigns.

45. **Severability, Non-Waiver.** If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.
46. **Entire Understanding.** This Agreement together with any other agreements you and DriveWealth enter into, as amended or supplemented from time to time, relating to the Account or to particular products or services, any procedures established by DriveWealth with respect to the use of the Account and terms contained on statements and confirmations sent to you by or on behalf of DriveWealth, contain the entire understanding between you and DriveWealth concerning the subject matter of this Agreement.
47. **Shareholder Communications.** Under SEC Rule 14b-1(c), DriveWealth is required to disclose to an issuer, upon request, the name, address and security positions of account holders who are beneficial owners of that issuer's securities unless the account owner specifically objects to such disclosure.
48. **Joint Account (Section Applicable to Joint Accounts Only).**
1. You agree that each of you has the authority on behalf of this Account to buy, sell, and otherwise deal in Securities and Other Assets; to receive for the Account confirmations, statements and other communications of every kind; to receive and dispose of the Account Securities and Other Assets; to make for the Account agreements relating to these matters and to terminate or modify them or waive any of the provisions thereof; and generally to deal with DriveWealth as if each of you alone were the owner of the Account, all without notice to the other joint Account owner(s). Your liability for the Account shall be joint and several.
  2. You agree that DriveWealth may follow the instructions of any of you concerning this Account and make deliveries to any of you of any or all Securities and Other Assets in your Account, and make payments to any of you of any or all monies in the Account, as any of you may order or direct, even if such deliveries and payments shall be made to one of you personally, and not for the Account. DriveWealth shall be under no obligation to inquire into the

purpose of any such demand for delivery of Securities and Other Assets or payment and shall not be bound to see to the application of disposition of the Securities and Other Assets and monies so delivered or paid to any of you.

3. In the event of the death of any of you, the survivor(s) shall immediately give DriveWealth written notice thereof, and DriveWealth may, before or after receiving such notice, take such action, require such documents, retain such portion or restrict Transactions in the Account as it may deem necessary or appropriate to protect itself against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of any of you who shall have died shall be liable and each survivor will be liable, jointly and severally, to DriveWealth for any debt or loss in this Account resulting from the completion of Transactions initiated prior to DriveWealth's receipt of a written notice of such death or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties.
4. Any taxes or other expenses becoming a lien against or payable out of the Account as the result of the death of any of you, or through the exercise by the estate or representatives of any rights in the Account shall be chargeable against the interest of the survivor(s) as well as against the interest of the estate of the decedent. This provision shall not release the decedent's estate from any liability provided for in this Agreement.
5. Laws regulating joint ownership of property vary.

49. **Bankruptcy or Attachment.** You agree to promptly notify DriveWealth in writing in the event of your bankruptcy or insolvency, and if you are not a natural person, of your reorganization, dissolution, termination or similar condition involving you or your parent company. If your Account is a joint account with two or more owners, each person indicated in the title to the Account who executes this Agreement (each, a "Joint Owner"), agrees to give DriveWealth written notice in the event of bankruptcy, insolvency, reorganization, dissolution or similar condition of any other Joint Owner. In the event that: (a) DriveWealth is advised of the involuntary application for protection under the applicable bankruptcy laws or the appointment of a receiver for you or your parent company or otherwise is informed of the insolvency, reorganization, dissolution or similar condition of you or your parent company or (b) DriveWealth is served with any lien, levy, garnishment or similar process

with respect to you or your Account, then DriveWealth may, but is not required to, immediately take any action which DriveWealth in its sole discretion may believe necessary or appropriate for its own protection, including without limitation, selling out any positions in your Account to satisfy any obligations you have to DriveWealth, without regard to any tax or other consequences of such action to you, with or without notice to you and without liability therefore.

50. **LIMITED LIABILITY.**DRIVEWEALTH SHALL NOT BE LIABLE IN CONNECTION WITH THE ENTERING, EXECUTION, HANDLING, SELLING OR PURCHASING OF SECURITIES AND OTHER ASSETS OR TAKING ANY OTHER ACTION FOR YOUR ACCOUNTS, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON ITS PART. DRIVEWEALTH'S LIABILITY IN ANY SUCH EVENT SHALL BE LIMITED TO ACTUAL DAMAGES PROVEN WITH REASONABLE CERTAINTY, RESULTING SOLELY AND DIRECTLY FROM SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THAT ARE PROVEN TO HAVE BEEN WITHIN THE CONTEMPLATION OF THE PARTIES AS OF THE DATE OF EXECUTION OF THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DRIVEWEALTH SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER LOSSES (REGARDLESS OF WHETHER SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE).

51. **Indemnity.**DriveWealth shall not be liable for and you agree to reimburse, indemnify and hold DriveWealth and each of its directors, officers and employees and any person controlling or controlled by DriveWealth harmless from Losses that result from: (a) you or your agent's misrepresentation, act or omission or alleged misrepresentation, act or omission, (b) DriveWealth's following your or your agent's directions or failing to follow your or their unlawful or unreasonable directions, (c) any of your actions or the actions of your previous advisers or custodian, and (d) the failure by any person not controlled by DriveWealth to perform any obligations to you.

52. **Force Majeure.**DriveWealth shall not be liable for losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, acts of terrorism, strikes, failures of the mails

or other communications systems, mechanical or electronic failure, failure of third parties to follow instructions, for other causes commonly known as “acts of God”, or for any other cause not reasonably within DriveWealth’s control, whether or not such cause was reasonably foreseeable. DriveWealth shall not be liable for losses caused by general market conditions that were not directly related to DriveWealth’s violation of this Agreement.

53. **Headings.** The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
54. **Counterparts.** This Agreement may be executed in any number of counterparts by you, each of which will constitute an original, and all of which, when taken together, shall constitute one and the same instrument.
55. **Disclosures.** You acknowledge that you received, reviewed, and understand DriveWealth’s disclosures applicable to your account.
56. **Arbitration.** This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows: (a) 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; (b) Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited; (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings; (d) 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; (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry; (f) 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; (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement; and (h) No person will 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; (2) the class is decertified; or (3) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein. Subject to the preceding disclosures, you agree that any and all controversies which may arise between you and DriveWealth and its Affiliates concerning your Account, any Transaction or the construction, performance or breach of this or any other agreement between you and DriveWealth, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this Agreement shall be determined before FINRA Dispute Resolution, Inc. under the provisions of the Code of Arbitration of FINRA, or an exchange of which DriveWealth is a member in accordance with the rules of that particular regulatory agency then in effect. Arbitration must be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate. Judgment, upon any awarded rendered by the arbitrator, may be entered in any court having jurisdiction.

**PLEASE RETAIN A DUPLICATE COPY OF THIS ENTIRE AGREEMENT FOR YOUR RECORDS.**

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