

Zoe Securities LLC Customer Agreement

Please retain for your records

1. Introduction.

This Customer Agreement (“**Agreement**”) sets out the terms and conditions pursuant to which Zoe Securities LLC and our agents and assigns (“**Zoe**” or the “**Broker**”) will open one or more accounts on your behalf for the purchase, sale, or carrying of securities, and/or the borrowing of funds (each, an “**Account**”). You represent and agree with respect to all Accounts, whether margin or cash, to the terms set forth below (the “**Agreement**”). In this Agreement, “**Customer**”, “**you**” or “**your**” (or similar) refer to the Account owner, and “**we**”, “**us**” or “**our**” (or similar) refers to Zoe. References to this “**Agreement**” include these terms and conditions as well as any other agreements or disclosures that apply to your Account, each as amended or supplemented from time to time.

YOU UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF YOUR RELATIONSHIP WITH THE BROKER REGARDING YOUR ACCOUNTS. YOU REPRESENT THAT YOU HAVE OR WILL CAREFULLY READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE CLICKING “SUBMIT” OR OTHER SIMILARLY WORDED BUTTON. IF YOU HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, YOU MAY EMAIL support@zoefin.com. YOU UNDERSTAND THAT CLICKING “AGREE AND CONTINUE” IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT AND YOU WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF THE BROKER’S PRIVACY NOTICE AND THE ZOE FINANCIAL PRIVACY POLICY. YOU UNDERSTAND THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY THE BROKER, WITH REVISED TERMS COMMUNICATED TO YOU AT YOUR GIVEN EMAIL AND POSTED ON THE BROKER’S PLATFORM. YOU AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. YOU UNDERSTAND THAT BY CONTINUING TO MAINTAIN A SECURITIES BROKERAGE ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, THAT YOU ARE ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF YOU REQUEST OTHER SERVICES PROVIDED BY THE BROKER THAT REQUIRE YOU 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. YOU ALSO UNDERSTAND THAT BY CLICKING “SUBMIT” YOU HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 37 HEREIN.

By entering into this Agreement, you acknowledge receipt of the Broker’s Customer Relationship Summary (Form CRS), the Website Terms of Use and Privacy Policy,

Payment for Order Flow and Fractional Share Disclosures, Business Continuity Plan Summary, and Pricing & Fees Schedule which are incorporated by reference into this Agreement. The disclosure documents are accessible on the Website by accessing the Disclosures page. If applicable, you also acknowledge receipt of the Options Disclosure Statement and Fully Paid Lending Documents, which include the Master Securities Lending Agreement and the Fully Paid Lending Disclosures.

2. Capacity and Status.

If an individual, You are of legal age under the laws of the jurisdiction where You reside and authorized to enter into this Agreement. If an entity, You are duly formed, validly existing and in good standing in Your jurisdiction of organization, have full power and authority to enter and perform this Agreement, and the persons signing the Agreement are fully authorized to act on Your behalf. No person, except You (or any person named in a separate agreement or joint account), has any interest in the Account opened pursuant to this Agreement. You acknowledge that unless the Broker receives a written objection from You, the Broker may provide Your name, address, and securities positions to requesting companies in which You hold securities. Except as otherwise disclosed to the Broker in writing, neither You nor any member of Your immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. You understand and agree that You are obligated to promptly notify the Broker in writing if You or a member of Your immediate family becomes registered or employed in any of the above-described capacities. You further agree to promptly notify the Broker in writing if You are now or if You become: (i) registered or qualified with the Financial Industry Regulatory Authority, Inc. (“FINRA”), the Securities and Exchange Commission (“SEC”), the Commodities Futures Trading Commission (“CFTC”), any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) 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); (iii) employed by a bank or other organization exempt from registration under federal and state securities laws to perform functions that would require You to be so registered or qualified if You were to perform such functions for an organization not so exempt; or (iv) an officer, director or 10% stockholder of any publicly traded company.

3. Your Representations and Warranties.

You represent and warrant that:

- a) The Account is not maintained by a current or former Politically Exposed Person or Public Official (includes U.S. and Foreign Individuals).
- b) This brokerage account is not maintained by a Foreign Financial Institution as defined by Title 30 of the Code of Financial Institution as defined by Title 30 of the Code of Federal Regulations.

- c) This brokerage account is not a Foreign Bank organized under foreign law and located outside of the United States as defined by Title 31 of the Code of Federal Regulations.
- d) You have carefully reviewed, understand and agree to the terms and provisions of the following: Broker's Customer Relationship Summary (Form CRS), the Website Terms of Use and Privacy Policy, Payment for Order Flow and Fractional Share Disclosures, Business Continuity Plan Summary, and if applicable, the Options Disclosure Statement and Apex's Fully Paid Lending Documents, which include the Master Securities Lending Agreement and the Fully Paid Lending Disclosures. You have also received and accept the terms of Apex's Customer Account Agreement.
- e) All information provided in this application is accurate. The Broker can rely on and are authorized to verify this information, and You will promptly notify the Broker of any changes.
- f) You consent to receive all future brokerage account information electronically.
- g) By signing below electronically, it is equivalent to Your written signature, and You understand that You are entering into legal agreements.
- h) You acknowledge and agree that Zoe did not directly solicit me to open a brokerage account.
- i) You agree to notify the Broker promptly regarding any change in the information provided on this application.

4. Market Data and Other Third-Party Information.

The Broker may provide Market Data (as defined below) to you by means of hardcopy, conversation, electronic media, through the Broker's website or mobile application (the "**Platform**"), or otherwise (no matter in writing or verbally), in accordance with the terms and conditions under this Section 4.

A. Definitions:

"Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on exchanges such as the New York Stock Exchange ("**NYSE**"), and/or NASDAQ, as well as the Options Pricing Regulatory Authority ("**OPRA**") (b) such bond, option, and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "**Authorizing SRO**") may make available and as the NYSE or NASDAQ may from time to time designate as "**Market Data**"; and (c) all information that derives from any such information, including but not limited to news, research, or graphic images.

"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.

- B. You acknowledge that the Broker, Authorizing SROs, licensors, or other information providers (the “**Information Providers**”) have a proprietary interest in the Market Data provided to you and are protected by applicable copyright and other intellectual property laws. You agree to not reproduce, distribute, sell, or commercially exploit the Market Data in any manner.
- C. You understand and acknowledge that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against you or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. You agree that You shall pay the reasonable attorney’s fees that any Authorizing SRO incurs in enforcing this Agreement against You.
- D. You understand that neither the Broker nor any Information Provider’s Market Data provided for to you, or information processor that assists any Information Provider in making Market Data available (collectively, the “**Disseminating Parties**”) guarantees the timeliness, sequence, accuracy, completeness, reliability, or content of Market Data or of other Platform content and market information or messages disseminated to or by any Disseminating Party. You understand that neither the Broker nor any Disseminating Party guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party (including any market data and asset price quotes). You understand that neither the Broker nor any Disseminating Party warrants that the service provided by any such entity will be uninterrupted or error-free. Further, you understand that Market Data by a Disseminating Party that provides market data to the Broker's customers. NEITHER THE BROKER, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, NOR ANY DISSEMINATING PARTY SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (I) ANY MARKET DATA, INFORMATION OR MESSAGE, OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR (B) ANY LOSS (AS DEFINED IN THIS AGREEMENT) OR DAMAGE ARISING FROM OR OCCASIONED BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR

OMISSION, (II) NON-PERFORMANCE OR (III) INTERRUPTION IN ANY SUCH MARKET DATA, INFORMATION, OR MESSAGE, WHETHER DUE TO ANY ACT OR OMISSION BY THE BROKER, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE, OR OTHER ACT OF GOD, PANDEMIC, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF THE BROKER, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS AND EMPLOYEES, OR ANY DISSEMINATING PARTY.

- E. You agree to not furnish Market Data to any other person or entity. If you receive Market Data other than as a Nonprofessional, you shall use Market Data only for personal individual use. If you are a Nonprofessional, you agree to receive Market Data solely for personal, non-business use.
- F. You understand and acknowledge that, at any time, the Broker and any Disseminating Party may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. Any Disseminating Party shall not be liable for any resulting liability, or damages that may arise therefrom.
- G. This Section 4 of this Agreement remains in effect for so long as you have the ability to receive Market Data as contemplated by this Section 4. In addition, Sections 4.B-D. and Section 4.H., survive any termination of this Agreement.
- H. The laws of the State of Delaware shall govern this Section 4 and it shall be interpreted in accordance with those laws. This Subsection is subject to the Securities Exchange Act of 1934 (the "Act"), the rules promulgated under that act, and the joint-industry plans entered into pursuant to that Act.
- I. You understand that Market Data may not be received from the Broker as a Nonprofessional, and the Broker may not provide Market Data to you as a Nonprofessional, unless the Broker first properly determines that you qualify as a Nonprofessional as defined above and in fact you qualify as a Nonprofessional. You agree that, as a prerequisite to the Broker qualifying you as a Nonprofessional, that you will provide to the Broker truthful and accurate information regarding yourself, such as your: occupation, employer, employment position and functions; use of Market Data; registration status with any securities agency, exchange, association, or regulatory body, or any commodities or future contract market, association, or regulatory body, whether in the United States or elsewhere; and any compensation of any kind you may receive from any individual or entity for your trading activities, asset management, or investment advice. Except as otherwise declared to the Broker in writing, by executing this Agreement, you certify to meet the definition of Nonprofessional as set forth in this Agreement.

5. Authorization.

You understand that Your Account is self-directed and that all investment decisions will be made by You or a third-party investment adviser with which You are a client and to whom You have delegated discretion to. Accordingly, You appoint the Broker as Your agent for the purpose of carrying out Your or Your adviser's directions to the Broker in accordance with the terms and conditions of this Agreement and any attendant risks with respect to the purchase or sale of securities. The Broker is authorized to open or close Your Accounts, place and withdraw orders and take such other steps as are reasonable to carry out Your or Your adviser's directions. All transactions will be effected only on Your or Your adviser's order, except as described in Section 6.F. You understand the Broker provides trading and brokerage services through the Platform and the Application Programming Interface (the "API"). You agree to receive and transmit financial information through such electronic means. Your use or Your grant of access to Your Account to Your adviser to access information or place transactions in Your Account is solely at Your risk.

6. Customer Representations and Responsibilities.

A. Self-directed Account. You understand that your Account is self-directed, and so you are solely responsible for any and all orders placed in your Account and that all orders entered by You or Your adviser on your behalf are unsolicited and based on your own investment decisions or the investment decision of Your adviser or other duly authorized agent. Accordingly, you agree that neither the Broker nor any of its employees, agents, principals, or representatives:

- 1) provide investment advice in connection with this Account;
- 2) recommend any security, transaction or order;
- 3) solicit orders;
- 4) act as a market maker in any security;
- 5) make discretionary trades; and
- 6) produce or provide first-party research providing specific investment strategies such as buy, sell or hold recommendations, first-party ratings and/or price targets. To the extent research materials or similar information are available through the Platform or the websites of any entity controlled by, controlling, or under common control with the Broker (such entity, an "**Affiliate**"), you understand that these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any securities transactions or to engage in any investment strategies.

B. Information Accuracy. You: (i) certify that the information contained in this Agreement, the account application, and any other document furnished to the Broker in connection with your Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing the Broker to extend credit is a federal crime; (ii) authorizes the Broker to contact any individual or firm noted herein or

on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to the Broker as may be requested; and (iv) agrees that this Agreement, the account application and any other document furnished in connection with your Account is the Broker's property, as the case may be. At the time of account opening and at any time while your Account is open, you authorize Zoe to make any inquiries we consider necessary to validate and/or authenticate your identity and information you provided against third-party databases or through other sources. This may include asking you for further information and/or documentation about your identity or account usage or requiring you to take steps to confirm your email address, mobile telephone number or financial information. We may also request copies of your driver's license and/or other identifying documents. You shall promptly advise the Broker of any changes to the information in such agreements and documents in writing within ten (10) calendar days. You authorize the Broker to obtain reports and to provide information to others concerning your creditworthiness and business conduct. Upon your request, the Broker agrees to provide you a copy of any report so obtained. The Broker may retain this Agreement, the Account application, and all other such documents and their respective records at the Broker's sole discretion, whether or not credit is extended.

- C. Rule 14b-1(c). You acknowledge that Rule 14b-1(c) of the Securities Exchange Act, unless You object, requires the Broker to disclose to an issuer, upon its request, the names, addresses, and securities positions of the Broker's customers who are beneficial owners of the issuer's securities held by the Broker in nominee name. The issuer would be permitted to use Your name and other related information for corporation communication only. If You object, You will send an email to support@zoefin.com with "Rule 14b-1(c) objection" in the subject.
- D. Risks. You understand that all investments involve risk, that Losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns. You are solely responsible for all investment decisions associated with your Account including any risks in connection with the purchase or sale of securities (which includes the risk of Loss).
- E. Account Defaults. Your Account comes with many defaulted service instruction features and preferences. You understand that you are not required to use these defaulted options or preferences and that once your Account is approved and opened, you have the sole discretion to control and adjust such defaulted service preferences that related to your Account.
- F. Knowledge of Your Account. You are solely responsible for knowing the rights and terms of all securities purchased, sold, and maintained in your Account including mergers, reorganizations, stock splits, name changes or symbol changes, dividends, option symbols, and option deliverables. Certain securities – including convertible securities, warrants, stock rights and securities subject to exchange offers or tenders – may grant you valuable rights that may expire unless you take specific action, and you are solely responsible for knowing all expiration dates, redemption dates, and the circumstances

under which rights associated with your securities may expire or be called, canceled, or modified. The Broker may, but is not obligated, to notify you of any upcoming expiration or redemption dates or take any action on your behalf without specific instructions, except as required by law and the rules of regulatory authorities. You acknowledge that the Broker may adjust your Account to correct any error. If your Account has an option position on the last trading day prior to expiration, which is one cent or more in the money, the Broker will generally exercise the option, on your behalf. However, the Broker reserves the right at the Broker's discretion to close any option position prior to expiration date or any position resulting from the exercising/assignment after option expiration. The Customer will be charged a commission for any such transaction. The Broker is not obligated to take any of these actions and the Broker is not liable for Losses should it not take them.

G. Purchases. All orders for the purchase of securities given for your Account will be authorized by you and executed in reliance on your promise that an actual purchase is intended. It is your obligation to pay for purchases immediately or on the Broker's demand. You understand the Broker may at any time, in its sole discretion and without prior notice to you, prohibit or restrict your ability to trade securities. You further agree not to allow any person to trade for your Account unless a trading authorization for that person has been received and approved by the Broker. The Broker reserves the right to require full payment in cleared funds prior to the acceptance of any order. In the event that you fail to provide sufficient funds, the Broker may, at its option and without notice to you, (i) charge a reasonable rate of interest, (ii) liquidate the securities subject of the buy order, or (iii) sell other Property owned by you and held in any of your Accounts. The Broker may also charge any consequential Loss to your Account. For purposes of this Agreement, "Property" shall mean all monies, contracts, and investments, whether for present or future delivery, and all related distributions, proceeds, products, and accessions.

H. Sales. The Broker requires that a security be held in your Account prior to the acceptance of a sell order with respect to such security. If a security is not held in your Account and a sell order is processed, you must promptly deliver such security to the Broker for receipt in good deliverable form on or before the settlement date. Any order accepted without negotiable certificates or positions in your Account will be subject, at Broker's sole discretion, to cancellation or buy-in. To ensure this will not occur, you agree to only place sell orders for securities you own and held in your Account at the time any you place an order.

Proceeds of a sale will not be paid to you or released into your Account until the Broker has received the security in good deliverable form, whether from a transfer agent or from you and the settlement of the security is complete. If the security is not received on or before settlement date, or as market conditions warrant, the Broker may in its sole discretion purchase the security on the open market for your Account and may liquidate and close out any and all securities in your Account in order to pay for such purchase. In the event a security is bought in, you will be responsible for all resulting Losses incurred

by the Broker.

- I. Assistance by the Broker. You understand that when requesting assistance from the Broker or its employees in using the investment tools available on the Platform, it will be limited to an explanation of the tool's functionality and, if requested by you, to the entry by the Broker or its employees of variables provided by you, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders
- J. No Tax or Legal Advice. You understand that the Broker does not provide tax or legal advice.
- K. Electronic Access.
 - 1) You are solely responsible for keeping your Account numbers, username, and password (“**PINs**”) confidential and will not share this information with third parties;
 - 2) You agree and accept full responsibility for monitoring and safeguarding your Accounts and access to your Accounts;
 - 3) You agree to immediately notify the Broker in writing, delivered via e-mail and a recognized international delivery service, if you become aware of: (i) any Loss, theft, or unauthorized use of your PINs or Account numbers; (ii) your failure to receive any communication from Broker indicating that an order was received, executed or cancelled, as applicable; (iii) your failure to receive an accurate written confirmation of an order, execution, or cancellation; (iv) your receipt of confirmation of an order, execution or cancellation, which you did not place; (v) any inaccurate information in or relating to your orders, trades, Account balances, deposits, withdrawals, securities positions or transaction history; or (vi) any other unauthorized use or access of your Account;
 - 4) Each of the events described in subsections L.3)(i)-(vi) shall be deemed a “**Potential Fraudulent Event**”. The use and storage of any information including your Account numbers, PINs, portfolio information, transaction activity, Account balances and any other information or orders available on your wireless, web-enabled cellular telephone or similar wireless communications device (collectively, “**Mobile Device**”) or your personal computer is at your own risk and is your sole responsibility. You represent that the Customer is solely responsible for and has authorized any orders or instructions appearing in, originating from, or associated with your Account, your Account number, username and password, or PINs. You agree to notify the Broker immediately after you discover any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. Upon request by the Broker, you agree to report any Potential Fraudulent Event promptly to legal authorities and to provide the Broker a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and the Broker in any investigation of any Potential Fraudulent Event and you will complete any required affidavits promptly, accurately and thoroughly. You also agree to allow

the Broker access to your Mobile Device, your computer, and your network in connection with the Broker's investigation of any Potential Fraudulent Event. You understand that if you fail to do any of these things you may encounter delays in regaining access to the funds in your Account. You agree to indemnify and hold the Broker, its Affiliates, and the Broker and its Affiliates' respective officers, directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event. You acknowledge that the Broker does not know when a person entering orders with your username and password is indeed you; and

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

- L. Termination of Services. You understand that the Broker may discontinue your Account, or any services related to your Account immediately by providing written notice to you.

The Broker will not tolerate any foul or abusive language, physical violence, threatening behavior, or other inappropriate conduct directed toward the Broker or its or its Affiliates' officers, employees, contractors, or customers. Any such behavior, as determined by the Broker in its sole discretion, may result in the discontinuation of your Account.

If the Broker discontinues your Account or any services related to your Account, you agree that the Broker is authorized to (i) liquidate any Property in your Account and send you any net proceeds (after satisfying any Obligations), and (ii) close your Account. This is without limitation to the Broker's other rights under this Agreement or otherwise. "**Obligations**" includes all indebtedness, debit balances, liabilities, or other obligations of any kind of you to the Broker, whether now existing or hereafter arising.

The Broker will not be responsible for any Losses caused by the Broker discontinuing your Account or any services, or any liquidation of your Property, or closure of your Account, including any tax liabilities.

- M. Promotions Programs. You agree to the terms or conditions of any Zoe promotions programs that you participate in. You understand that any such promotions may have significant limitations on eligibility or rewards. Please see our Disclosures for applicable terms and conditions.

7. Clearance of Trades.

You understand that the Broker has entered into a clearing agreement with Apex Clearing Corp ("**Clearing Broker**") whereby the Broker will introduce your Account to the Clearing Broker,

and the Clearing Broker will hold your funds and securities, and will execute, settle and clear all transactions, on a fully disclosed basis. You understand that the Clearing Broker carries your Account(s) and is responsible for the clearing and bookkeeping of transactions but is not otherwise responsible for the conduct of the Broker. Further, you understand that as Clearing Broker, Apex will have custody of your securities and any free credit balances (i.e., cash) in your Account, and that Apex may earn, and Broker may receive, interest proceeds off any free credit balance you hold. Broker may share a portion or percentage of any earned interest proceeds it receives from Apex, with you, from time to time and at its sole discretion.

Until receipt from you of written notice to the contrary, the Clearing Broker may accept from the Broker, without inquiry or investigation, (i) orders for the purchase or sale of securities, and (ii) any other instructions concerning your Accounts. The Clearing Broker shall look solely to the Broker unless otherwise directed by the Broker, and not to you, with respect to any such orders or instructions; except that you understand that the Clearing Broker will deliver confirmations, statements, and all written or other notices with respect to your Account directly to you with copies to the Broker, and that the Clearing Broker will look directly to you or the Broker for delivery of margin, payment, or securities. The foregoing shall be effective as to your Account(s) until written notice to the contrary is received from you by the Clearing Broker or the Broker.

8. Review of Confirmations and Statements.

You agree that it is your responsibility to review order execution confirmations and statements of your Account promptly upon receipt. These documents will be considered binding on you unless you notify us of an objection within two (2) days from the date confirmations are sent or within ten (10) days after Account statements are sent.

Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, the Broker reserves the right to determine the validity of your objection. If you object to a transaction for any reason, you understand and agree that you are obligated to take action to limit any Losses that may result from such transaction and that you will bear sole responsibility for any Losses relating to the transaction, even if your objection to the transaction is ultimately determined to be valid. Nothing in this clause shall limit your other responsibilities in this Agreement.

You agree to receive all confirmations and account statements, as well as all tax related documents, in electronic format. You understand that account statements will evidence all activity in your Account for the stated period, including securities transactions, cash balances, credits to your Account and all fees paid from your Account.

9. Telephone Conversations and Electronic Communications.

You understand and agree that the Broker may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, the Broker does not consent to the recording of telephone conversations by any third party or you. You acknowledge

and understand that not all telephone or electronic communications are recorded by the Broker, and the Broker does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

10. Oral Authorization.

You agree that the Broker shall be entitled to act upon any oral instructions given by you so long as the Broker reasonably believes such instruction was actually given by you or your authorized agent.

11. Applicable Laws and Regulations.

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

12. Required Information for Your New Account.

To help the government fight the funding of terrorism and money laundering activities, federal law requires the Broker to obtain, verify, and record information that identifies each person who opens an Account.

Therefore, when you open or apply to open an Account, the Broker will ask for your name, U.S. residential address, date of birth, social security number, telephone number, citizenship, and other identifying information that will allow the Broker to identify you. The Broker may also ask for copies of your driver’s license, passport, other unexpired, government-issued identifying documents with a photograph, or other identifying documents. From time to time, the Broker may ask you to confirm or reverify your identity, or may require that you provide certain additional documents, as necessary.

You understand that the Broker may take steps to verify the accuracy of the information you provide to it relating to your Account in your application or otherwise. You authorize the Broker or its agents or third-party vendors to contact any person or firm noted therein or in any other information you may provide to the Broker from time to time, or any other normal sources of debit or credit information and other similar databases and authorize any such person or entity to furnish such information about you as may be requested or required by the Broker. You acknowledge that the Broker may restrict your access to your Account pending such verification. You will provide prompt notification to the Broker of any changes in the information including your name, address, e-mail address, and telephone number.

U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) Certification. You acknowledge that you are aware that the Broker has OFAC sanctions compliance obligations. You also acknowledge that this Agreement and your Account are subject to U.S. sanctions laws, rules, and regulations where you will not permit your Account to be used in a manner that would cause a violation of the above referenced laws, rules, and regulations. You also specifically represent and warrant that you have not been designated by OFAC as a Specially Designated National (“SDN”), that you have no reason to believe that you would be considered a blocked person by OFAC, and that you are not acting as an agent of any such person. To the extent that OFAC, via laws, rules, regulations, or executive order, has promulgated restrictive measures against a government or regime (“sanctioned regime”), you further represent and warrant that you are not employed by or acting as an agent of (1) an entity owned or controlled by a sanctioned regime, (2) a government-controlled entity of a sanctioned regime, or (3) a government corporation of a sanctioned regime.

Further, you acknowledge and consent to the Broker restricting your Account and canceling any pending orders to the extent the Broker believes you are accessing these from (1) a jurisdiction that is subject to comprehensive sanctions by OFAC or (2) any jurisdiction the Broker has made a risk-based decision to restrict access to use of its application and website. If this happens, please contact support@zoefin.com, and you may be asked to provide supplemental information as part of this process. Additionally, you agree that you will notify the Broker and close your Account before establishing residency in any jurisdiction subject to U.S. sanctions. The Broker is not liable for any Losses, including any trading Losses, that you may suffer as a result of the foregoing.

Politically Exposed Person (“PEP”) Certification. You represent and warrant that you are not a PEP. To the extent you are or become a PEP in the future while you hold your Account with the Broker, you represent and warrant that you will immediately notify the Broker and subject yourself to any due diligence measures deemed appropriate by the Broker.

A PEP is an individual who is/was or is an immediate family member (spouse, parent, sibling, children, in-law, or dependent) or close associate (someone who is closely connected to the individual either socially or professionally) of (1) a senior official in the executive, legislative, administrative, military, or judicial branches of a government (whether elected or not); (2) a senior official of a major political party; (3) a senior executive of a government-owned entity; or (4) a foreign individual who was or has been entrusted with a prominent public function. A senior official or executive includes an individual with substantial authority over policy, operations, or the use of government-owned resources.

13. Erroneous Distributions

You agree to promptly return to the Broker any assets erroneously distributed to you. In the event that you sell a security prior to its ex-dividend/distribution date, and you receive the related cash or stock dividend or distribution in error, you irrevocably direct the Broker on your behalf to pay

such dividend/distribution to the entitled purchaser of the securities, and guarantee to promptly reimburse the Broker for, or deliver to the Broker, said dividend or distribution.

14. Market Volatility; Market Orders; and Limit Orders

You understand that, whether you place a market or limit order, you will receive the price at which your order is executed in the marketplace, subject to any clarification stated below. 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 you may receive partial executions of an order at different prices. You understand that the Broker is not liable for any price fluctuations. You 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.

You understand that securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If you place a market order (whether during normal market hours or when the market is closed), you agree to pay or receive the prevailing market price at the time your market order is executed. You understand that the price you pay may be significantly higher or lower than anticipated at the time you placed the order. To avoid buying a security at a higher price and possibly exceeding your purchasing power, you understand you have the option to enter a limit order. You 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 specified limit price and are only good until the end of the trading day in which they are entered. The Platform contains further information regarding order types and limitations, which you agree to read and understand before placing such orders.

You understand that the Broker only allows trading during the normal market trading session of 9:30 am to 4:00 pm Eastern Standard Time (“**ET**”) (“**Market Hours**”). Any orders placed outside of the Market Hours will not be held, queued, or filled. Additionally, you understand that all limit orders placed on the Platform are placed as Good For Day (“**GFD**”) orders that are only valid for the trading day its placed during Market Hours. Any limit orders not filled or partially filled by close of the market day, the balance will be canceled.

As a customer of the Broker, you understand scenarios may arise where you are unable to trade, a trade you have placed is not able to be executed, and/or a position in which you have effected but not yet paid for must be sold at the Broker’s discretion. These include, after the market has closed for the day, or when you have reached the limit of permissible orders prescribed by FINRA Rule 4210 (“**Pattern Day Trading**”). You understand the Broker does not permit Pattern Day Trading.

15. Extended Trading Hours.

Orders cannot be placed outside of Market Hours, either before or after such hours on a particular trading day. The Broker does not offer extended trading hours.

16. Restrictions on Trading, Deposits, Withdrawals and Use of Services

You understand that the Broker may at any time, at its sole discretion and without prior notice to you: (1) prohibit or restrict your access to the use of the Platform or related services; (2) restrict your ability to deposit or withdrawal funds, or trade securities in your Account, or (3) terminate your Account. The close of your Account will not affect the rights or obligations of either party that are incurred prior to the date your Account is closed.

The Broker may restrict your Account from withdrawals or trading for, but not limited to, the following reasons: if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if the Broker receives reasonable notice that ownership of some or all of the assets in your Account are in dispute. The Broker shall not be liable for any Loss that you may incur due to the Broker's refusal to permit any deposit, withdrawal or transaction.

In the event of a breach or default by you under this Agreement, the Broker 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.

17. Options Trading, Rights, and Restrictions

- A. Risk Acknowledgment and Acceptance. You understand and acknowledge that unless and until the Broker has approved your Account for options trading and you have entered into that certain Apex Options Agreement, that you will not be able to effectuate the purchase and sale of put and call options through the Account (collectively, “**Options**”). You represent and warrant that you understand the attendant high risks associated with any form of Options trading which are considered speculative in nature. Prior to engaging in such a strategy, you should consider the investment objectives and unique risk profile of the Options. In investing in Options trading, you are speculating that the price of the underlying security will not only move in the anticipated direction (i.e., the price will move up in the case of a call option and move down in the case of a put option), but also the price move of the underlying security will also exceed the premium which you paid for the Option, commissions, and other transaction costs. Thus, if the price movement is not sufficient, you could lose their entire investment in the Options contract. If you write an option contract without depositing or owning the underlying security, you are exposed to potentially unlimited Loss.

As part of the Options trading approval process, you are required to furnish true and complete information that demonstrates that the Account and trading anticipated in connection therein is not unsuitable in light of your investment objectives, financial situation and needs, experience and knowledge. You understand Options Account opening and transactions are subject to further review and acceptance. Transactions done

prior to this review are valid, notwithstanding future restrictions or limitations placed on the Account. You shall promptly inform the Broker of any material changes in your investment objectives, financial situation or other circumstance that would affect the suitability of executing options transactions.

Any and all Options transactions that are conducted within the Account is entirely self-directed and determined by you or your adviser or other authorized agent, alone, without any investment advice from the Broker. Notwithstanding, you authorize Apex or the Broker to select the exchange or market where orders are directed.

- B. Options Disclosure Document. You shall read and understand “The Characteristics & Risks of Standardized Options” document that is available on the Platform or at www.theocc.com, and any supplement thereto. The Broker shall not be held liable for risks disclosed therein, including risks in connection with execution, handling, purchasing, selling, and exercising options for your Account.
- C. Options Clearing Corporation. You shall abide and follow all rules of the Options Clearing Corporation (“OCC”), in addition to any securities exchange rules governing Options transactions, including but not limited to position and exercise limit rules. Unless the OCC has issued specific guidance, no investor or group of investors acting in concert, within any five consecutive business days, may exercise more than the allowable number of options covering the same underlying security or index. The number of allowable contracts varies widely for different equity and index options.

18. Exchange Traded Funds.

You understand that you 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. You should review the ETF’s prospectus and other disclosure documents prior to investing, which are generally available on the ETFs’ website as well as on the SEC’s Electronic Data Gathering, Analysis, and Retrieval (EDGAR) system. Further, you 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. You 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. You understand that you can obtain prospectuses from issuers or their third-party agents who distribute and make prospectuses available for review.

19. Waiver; Limitation of Liability; Indemnification.

You agree that your use of the Platform or any other service provided by the Broker, or its Affiliates, is at your sole risk. The Broker's services (including the Platform, the provision of Market Data, content, or any other information provided by the Broker, any of its Affiliates, or any third-party content provider or market data provider) are provided on an "as is," "as available" basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

Although considerable effort is expended to make the Platform and other operational and communications channels available around the clock, the Broker does not warrant that these channels will be available and error free every minute of the day. You agree that the Broker will not be responsible for temporary interruptions in service due to maintenance, Platform changes, or failures, nor shall the Broker be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature (including earthquakes and storms), labor disputes and armed conflicts.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT THE BROKER, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE PROVIDERS WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES FOR ANY LOSSES YOU INCUR (MEANING CLAIMS, DAMAGES, ACTIONS, DEMANDS, INVESTMENT LOSSES, OR OTHER LOSSES, AS WELL AS ANY COSTS, CHARGES, ATTORNEYS' FEES, OR OTHER FEES OR EXPENSES) BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICES OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THEIR RESPECTIVE SYSTEMS, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

Except as otherwise provided by law, the Broker and any of its Affiliates or respective partners, officers, directors, employees or agents (collectively, "**Indemnified Parties**") shall not be liable for, and you agree to indemnify, defend and hold harmless the Indemnified Parties for any expenses, Losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees)(whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third-party claim, or otherwise)(collectively, "**Losses**") that result from: (i) any noncompliance by you with any of the terms and conditions of this Agreement; (ii) any third-party actions related to your receipt and use of any Market Data, content, market analysis, other third-party content, or other such information obtained on the Platform, whether authorized or unauthorized under this Agreement; (iii) any third-party actions related to your use of the Platform; (iv) your or your agent's misrepresentation or alleged

misrepresentation, or act or omission; (v) Indemnified Parties following your or your agent's directions or instructions, or failing to follow your or your agent's unlawful or unreasonable directions or instructions; (vi) any activities or services of the Indemnified Parties in connection with your Account (including any technology services, reporting, trading, research or capital introduction services); or (vii) the failure by any person not controlled by the Indemnified Parties and their Affiliates to perform any obligations to you. Further, if you authorize or allow third parties to gain access to the Broker's services, including your Account, you will indemnify, defend, and hold harmless the Indemnified Parties against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. The Broker does not warrant against Loss of use or any direct, indirect or consequential damages or Losses to you caused by your assent, expressed or implied, to a third-party accessing your Account or information, including access provided through any other third-party systems or sites. The indemnity provided for in this section shall not be construed as limiting your ability to bring a claim against the Indemnified Parties or receive an award or judgment from the Broker that you would be entitled to bring or receive under any applicable laws.

You consent to the use of automated systems or service bureaus by the Broker and its respective Affiliates in conjunction with your Account, including automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "**Automated Systems**"). You understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure, and errors in the design or functioning of such Automated Systems (collectively, a "**System Failure**") that could cause substantial damage, expense, or liability to you. You understand and agree that Indemnified Parties will have no liability whatsoever for any of your Losses arising out of or relating to a System Failure.

You also agree that Indemnified Parties will have no responsibility or liability to you in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or Affiliates, of its or their obligations relative to any securities. You agree that Indemnified Parties will have no liability, to you or to third parties, or responsibility whatsoever for: any Losses (including special, indirect, incidental, consequential, punitive or exemplary (including lost profits, trading Losses and damages) resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (as defined in this Agreement), market data availability or quality, exchange rulings or suspension of trading.

20. Effect of Attachment or Sequestration of Accounts.

The Broker shall not be liable for refusing to obey any orders given by or for you with respect to any of your Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against you, and the Broker shall be under no obligation to contest the validity of any such attachment or sequestration.

21. Event of Death.

You agree that in the event of your death, the representative of your estate or the survivor or survivors shall immediately give the Broker written notice thereof, and the Broker may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in the Account as the Broker may deem advisable to protect the Broker against any tax, liability, penalty or Loss under any present or future laws or otherwise.

Notwithstanding the above, in the event of your death, the Broker may cancel all open orders, but the Broker shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, the Broker may in its discretion close out any or all of the Account without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any such personal representative. The estate of any of the Account holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, to the Broker 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 the Broker of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Agreement. Such notice shall not affect the Broker's rights under this Agreement to take any action that the Broker could have taken if you had not died.

22. Tax; 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. Access to the Platform is limited to U.S. persons. Under penalties of perjury, you certify that the taxpayer identification number provided or will provide to the Broker (including any taxpayer identification number on any Form W-9 that you have provided or will provide to the Broker) is your correct taxpayer identification number. You further certify that you are not subject to backup withholding and is 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. If a correct Taxpayer Identification Number is not provided to the Broker, you understand you may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to you. Backup withholding taxes are sent to the IRS and cannot be refunded by the Broker. You further understand that if you waive tax withholding and fails to pay sufficient estimated taxes to the IRS, you may be subject to tax penalties.

23. Payment For Order Flow and Order Routing Information.

It is a requirement of the Securities and Exchange Commission (SEC) and Financial Industry Regulatory Authority (FINRA) that all broker-dealers inform their clients of "payment for order flow" practices when a new account is opened and on an annual basis thereafter and on

confirmations. “Payment for order flow” includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker-dealer from any broker-dealer in return for directing orders.

Consistent with the overriding principle of best execution and subject to applicable regulatory requirements, we route all customer orders to the Clearing Broker, who routes orders to market centers. The Clearing Broker will receive monetary rebates per executed share for equity orders that add liquidity to the market centers books and/or rebates for aggregate exchange fees. These rebates are considered payment for order flow even though it may not necessarily offset our aggregate payments for removing liquidity. The Clearing Broker shares such rebates with Zoe.

Order routing decisions are based on a number of factors including the size of the order, the opportunity for price improvement and the quality of order executions. However, the Clearing Broker and Zoe regularly review routing decisions, market centers, and industry trade executions to ensure that your orders meet its duty of best execution.

Price improvement occurs when an order is executed at a price more favorable than the displayed national best bid and offer. You agree that the Clearing Broker and Broker may use their discretion in selecting a particular exchange or market center in which to route your order.

The source and amount of any compensation received in connection with a transaction and any additional information concerning order flow will be disclosed as required by U.S. law. You acknowledge receipt of Broker’s Payment for Order Flow and Order Routing Disclosures, which are included by reference in this Agreement. If you have any requests or questions, please reach out to support@zoefin.com.

24. Fees and Charges.

You understand that Broker does not charge commissions for executing buy and sell orders. However, you understand that other fees may apply, such as fees related to ACH withdrawals and other administrative or bank-related charges. You agree to pay any such fees at the then-prevailing rate. You acknowledge that the prevailing fees may change, and that change may occur without notice. You agree to be bound by such changes once they are posted in the fee schedule available on the Platform. You also agree to pay all applicable federal, state, local, and foreign taxes, and any fees, costs, or expenses incurred by the Broker in connection with collection of any unpaid balance due on your Account, including attorneys’ fees allowed by law.

You also authorize the Broker to automatically debit, or instruct your Adviser to automatically debit, your Account for any fees, charges or other amounts owed to the Broker by you, and for any taxes owed by you.

25. API (Application Programming Interface)

Zoe may, in Zoe's sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the "API Package") (such third parties, "API Licensees"), to make available certain features and functionality of Zoe's mobile applications, websites, or technology platform via the API Licensees' products (such products, the "Licensee Products"). The API Package and the Licensee Products are collectively referred to as the "API Products". You may not use the API Package or develop Licensee Products without Zoe's express written consent (and Zoe may decline any such request for use or development in its sole discretion).

25.1 API Access to Your Personal Information

Through your use of any API Products, you may be providing API Licensees with access to your Account and Personal Information. "Personal Information" means any information that identifies, describes, or is capable of being associated with an individual (including username, logon password, financial information, trade data, and other financial information). By using any API Products, you acknowledge that such API Products may employ security, policies, procedures, and systems of API Licensees which may or may not be less stringent and secure than Zoe's. You agree that your use of any API Products shall be subject to this Agreement, in addition to any other agreements which you executed with respect to any such API Products. You understand and agree that any end user agreement that you executed with any API Licensee is concluded between you and such API Licensee only, and not with Zoe; and such API Licensee, not Zoe, is solely responsible for such Licensee Product and the content thereof. You understand and agree that the API Products may deliver Personal Information to Zoe, and that Zoe is authorized to receive and store such Personal Information consistent with Zoe's then-in-effect policies and procedures. Further, you agree that the API Products may request Personal Information stored by Zoe, and you consent to Zoe's disclosure of such Personal Information to the API Products.

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26. Electronic Delivery of Trade and Account Information; Notice.

All communications, notices, legal disclosures, and other materials related to your Account or this Agreement, including account statements, trade confirmations, margin calls, notices, disclosures, regulatory communications and other information, documents, data and records regarding the your Account (the "**Communications**"), or an alert that any such Communication has been posted to the secure section of the Platform, and is available for viewing, may be sent to you at the mailing address for your Account or the e-mail address that provided to the Broker in your Account application (to either e-mail address in the case of joint accounts where each account holder has given an e-mail address; notice to both e-mail addresses is not required) or at such other address as you may hereafter give the Broker in writing or by e-mail at least ten (10) calendar days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to you personally, whether actually received or not.

27. ACH Transactions.

- A. Debit Transactions. The Broker will initiate an ACH debit at your request to debit funds from an account that you own at another financial institution (“**External Account**”) for deposit into your Account. You understand that in order for the Broker to initiate an ACH debit, the financial institution holding your External Account must participate in the ACH system. You understand that for the ACH transfers to be established, you may be required to have at least one common name match exactly between your Account and your External Account. You authorize the Broker to take such steps as it deems appropriate to verify your ownership of External Account, including by telling the bank at which such External Account is held that you have authorized and consented to such bank disclosing to the Broker any information that the Broker may request about you or your External Account. You also agree to cooperate with the Broker’s verification of your ownership of such External Account by promptly providing any identification or other documentation that the Broker may request regarding such External Account. You represent and warrant that there are sufficient funds in your External Account to cover the amount of the deposit to your Account. The Broker will initiate the ACH debit to your External Account on the Business Day or next Business Day after you request the transfer.

Within 60 days of the date of your ACH deposit, your funds may only be withdrawn to the External Account from which such funds were debited.

You understand that an ACH debit transfer may be reversed or rejected if: (A) there are insufficient funds in your External Account; (B) there is a duplicate transaction; (C) the transaction is denied by the bank holding your External Account; (D) your External Account does not support ACH transfers; or (E) suspected fraud or other potential illicit activity. You acknowledge that in the event of an ACH reversal, you will incur a fee. Before initiating making an ACH debit transfer, you agree to check the most recent Fee Schedule. You agree that you are solely liable and responsible for any ACH reversal fees that you incur.

- B. Credit Transactions. The Broker may initiate an ACH credit to transfer funds from your Account to an External Account at Broker’s sole discretion; provided, however, in no case will funds deposited by ACH within the previous 60 days be credited to an External Account other than the account from which such funds were debited. You agree that you will have sufficient Available Funds in your Account to cover the amount of any ACH credit that you ask the Broker to initiate. In the event Broker approves an External Account transfer, the Broker will debit the amount of such request from your Account on the Business Day or next Business Day after you request the transfer. A transfer request will be deemed to have been made on a Business Day if it is received by the Broker on such Business Day; if received after that time, the transfer request will be deemed to have been made on the next Business Day.

You agree that the Broker may use any means which the Broker, in its sole discretion, considers suitable to execute your ACH credit transfers, and that the Broker may reject any ACH credit request in the event of suspected fraud or other potential illicit activity.

28. Fractional Shares.

The Broker allows for the purchase of fractional shares of certain securities (“**Fractional Shares**”) in your Account. Trading Fractional Shares presents unique risks and has certain limitations that you should understand before engaging in such activity.

You acknowledge and understand that the Broker rounds all holdings of Fractional Shares to the fifth decimal place, the value of Fractional Shares to the nearest cent, and any dividends paid on Fractional Shares to the nearest cent. You understand that the Broker will not accept buy orders of fractional shares amounts under \$5.00. You understand that you may receive dividends in an amount less than Your pro rata ownership would otherwise entitle You to receive, and in certain instances, no dividend at all, subject to the Broker’s rounding methodology.

The Broker does not submit orders for Fractional Shares placed outside of Market Hours (regular trading hours). Any Fractional Share order placed either before or after Market Hours on a particular trading day, will not be queued for the next trading day.

You understand that the Broker only accepts market orders and limit orders for Fractional Share orders at this time. You understand that Fractional Shares in your Account (i) are unmarketable, and illiquid outside your Account, (ii) are not transferrable in-kind, and (iii) may only be liquidated and the proceeds transferred out via a wire transfer. You acknowledge that, subject to applicable requirements, the Broker may report holdings and transactions in the Account in terms of either U.S. dollars, shares, or both. You understand that not all securities available for trading on the Broker’s platform are available for Fractional Shares trading. You further understand that Zoe’s Clearing Broker may act in either an agency or principal capacity when executing Fractional Share orders.

FRACTIONAL SHARE INTERESTS IN NMS SECURITIES GENERALLY HAVE DIFFERENT RIGHTS FROM FULL SHARE INTERESTS, OF THE SAME NMS SECURITY. CUSTOMER AGREES TO REVIEW AND UNDERSTAND THE FOLLOWING INFORMATION REGARDING FRACTIONAL SHARE INTERESTS.

Fractional Share positions cannot be transferred or certificated. The Automated Customer Account Transfer System (“**ACATS**”) does not support fractional share positions. If you want to transfer an Account or specific share positions within an Account to another broker, you must sell Fractional Share positions and transfer the cash proceeds.

You hereby direct the Clearing Broker not to vote or take any discretionary or voluntary action with respect to any Fractional Share position. Furthermore, you acknowledge that you cannot vote or take any discretionary or voluntary action with respect to any Fractional Share position. Accordingly, while the Broker may notify you of issuer meetings, the Broker will not solicit proxies in connection with Fractional Share positions, and you cannot vote proxies for Fractional Share positions. Fractional Share shareholders will not be able to provide instructions in connection with voluntary corporate actions (e.g., tenders), except for optional dividends; and the Broker will not vote proxies for any Fractional Share it holds as principal and will not affirmatively participate in any voluntary corporate actions.

In the case of a dividend paid on, or a redemption of, an NMS Security, the dividend or redemption proceeds will be passed along to you in proportion to your ownership interest, inclusive of Fractional Share interests. For mandatory reorganizations, such as mergers and acquisitions, or other involuntary corporate actions, such as stock splits or stock dividends, typically the Broker will distribute interests in proportion to your ownership interest, inclusive of Fractional Share interests. Because of the unpredictable nature of corporate actions, there may be situations that arise that are not described. Generally, these situations will be handled in accordance with the above concepts applicable to dividends and reorganizations. Interests will be divided and distributed where possible in proportion to your ownership interest. However, the foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as the Broker's applicable policies and procedures, which may result in a different outcome from what is described above.

You agree that Your Fractional Shares shall be treated as a "financial asset" under Article 8 of the Uniform Commercial Code.

29. Disclosure of Information.

You agree and understand that all disclosures of your non-public personal information shall be made in accordance with the terms of this Agreement or the Broker's Privacy Policy, as applicable. You agree that your consent to sharing certain types of non-public personal information will remain in effect until you revoke such consent by updating your settings.

In addition, you understand and agree that the Broker may disclose information about your Account and your related activities to third parties under the following circumstances: (i) As necessary to complete your Payment transactions; (ii) to investigate any complaint, disputed transaction, transaction inquiry, or request you make or as necessary to investigate potential fraud, money laundering, or other misuse related to your Account; (iii) to respond to requests from credit bureaus, creditors, or other third parties for account-related information, to the extent such inquiries are necessary for processing your transactions or are usual and customary in the course of servicing similar products or accounts; (iv) as necessary to comply with any applicable law, regulation, government, or court order or subpoena; or (v) in accordance with your written permission or as otherwise permitted under the Broker's Privacy Policy.

30. Deposits.

- A. General; Holds. You acknowledge and agree that funds that you deposit to your Account may be subject to one or more hold periods. You understand and agree that the Broker reserves the right to modify the hold periods at any time by posting an updated schedule in the Platform or otherwise providing notice to you. During the applicable hold period, your funds will not be available for payments, withdrawal, or the settling of securities transactions. You further understand and agree that the Broker reserves the right to further delay making deposited funds available for periods longer than the hold periods specified

in its Platform to the extent the Broker determines that additional time is needed to verify information about the item deposited or the sender or if the Broker otherwise believes there is a risk of fraud or other unlawful activity with respect to your Account.

- B. Mistaken or Erroneous Deposits. If funds are deposited or transferred into your Account by mistake or otherwise, you agree that the Broker may correct the situation without prior notice to you.
- C. Returned Funds. You acknowledge and agree that you are responsible for returned transactions. If you have funds transferred into your Account and that transfer is returned for any reason, the Broker may charge the transfer fee, against your Account, without prior notice to you.
- D. Consent to Liquidate. You understand and agree that whenever it is necessary for the Broker's protection or to satisfy a margin call, deficiency, debit or other obligation owed to the Broker, the Broker may (but is not required to) sell, assign and deliver all or any part of the securities in your Account, or close any or all transactions in your Account. You understand that the Broker may, but is not obligated to, attempt to contact you before taking any such action. You understand and agree that the Broker reserves the right to take any such action without prior notice or demand for additional collateral, and free of any right of redemption, and that any prior demand, call or notice will not be considered a waiver of our right to sell or buy without demand, call or notice.

You further understand that the Broker may choose which securities to buy or sell, which transactions to close, and the sequence and timing of liquidation, and may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that the Broker chooses in the exercise of its business judgment. You agree not to hold the Broker liable for the choice of which securities to buy or sell or of which transactions to close or for the timing or manner of the liquidation. You also agree not to hold the Broker liable for taking such action.

You understand and agree that the Broker is entitled to exercise the rights described in this Section in its sole discretion, including, but not limited to, whenever any of the following occurs:

- The equity level in your Account falls below required minimums;
- Sufficient funds or securities are not deposited to pay for transactions in your Account;
- You reverse any ACH debit transfer to your Account;
- A petition of bankruptcy or for the appointment of a receiver is filed by or against you;
- An attachment is levied against your Account;
- You die or become incapacitated or incompetent; or
- Your Account is closed.

E. Payment of Indebtedness Upon Demand; Right of Offset

You shall at all times be liable for the payment upon demand of any Obligations owing from you to Zoe, and you shall be liable to Zoe for any deficiency remaining in any such accounts in the event of the liquidation thereof (as contemplated in this Section or otherwise), in whole or in part, by Zoe or by you; and you shall make payment of such Obligations upon demand. You authorize Zoe to recover amounts you owe, and to debit, charge or otherwise exercise a right of offset to recover funds from the balance in your Account, your external bank account, any Account you own with an Affiliate of Zoe, or any other payment instrument linked to your Account. This authorization and/or right of offset shall survive termination of your Account and this Agreement. If Zoe's attempt to recover funds is not successful, you agree that the authorization and/or right of offset hereunder includes a grant to Zoe of any additional authorizations and/or rights of offset required to recover the amount you owe to Zoe in complete compliance with any applicable laws, rules or industry regulations. Zoe may take these actions without prior notice to you.

31. Electronic Signatures; Modifications to the Agreement.

You agree to transact business with the Broker electronically. By electronically signing an application for an Account, you acknowledge and agree that such electronic signature is valid evidence of your consent to be legally bound by this Agreement and such subsequent terms as may govern the use of the Broker's services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to you in writing. You accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. You acknowledge and agree that the Broker may modify this Agreement from time to time and you agree to consult the Platform from time to time for the most up-to-date Agreement. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of the Broker's electronically stored copy of the Agreement.

32. Fully Paid Stock Lending

By opening an Account, you understand that you will be provided the opportunity to participate in a fully paid stock lending program (the "Fully Paid Stock Lending Program") administered in coordination Apex (previously defined herein as "Clearing Broker"). Once you enroll and elect to participate, you will participate until such time you elect to opt-out of the Fully Paid Stock Lending Program by contacting the Broker by emailing support@zoefin.com or through the tools made available to you on the Platform (by accessing the "Settings" page within the App). When you open an Account with Broker, you agree at that time to Clearing Broker's "Master Securities Lending Agreement", which can be accessed [here](#), and which outlines the terms and conditions of the Fully Paid Stock Lending Program, including the risks and benefits of participating. You also agree to review and consult the Fully Paid Stock Lending Program Disclosure provided by the Clearing Broker, available [here](#).

Securities lending involves lending securities to financial institutions who may want to borrow securities for multiple reasons. These reasons can include, but are not limited to, supporting trading strategies, covering short sales, or satisfying customer possession and control requirements. Borrowers actively seek securities which are normally difficult to borrow, meaning there is a limited supply of the securities available to be loaned.

For securities on loan, investors do not receive dividend payments directly on the securities, however they do receive, and are entitled to, substitute payments of equal value. These payments may have different tax treatments than a typical dividend payment and are typically taxed at personal income rates as opposed to lower dividend rates. You should consult their tax professional for further information and you understand and acknowledge that neither Broker nor Clearing Broker are providing, nor will provide, any tax or legal advice. Shares that are loaned will also lose proxy voting rights during the time on loan.

The borrower of the securities provides collateral for the loan, usually cash, to protect the lender in the event of the borrower's default. To protect investors, cash is usually deposited on their behalf into a special reserve account protected by the Securities Investor Protection Corporation ("SIPC").

Loaned securities are not covered by SIPC, however, the collateral received for those securities typically are.

Any revenue earned through the Fully Paid Stock Lending Program will be split between You, Broker, and the Clearing Broker. The Clearing Broker will share 50% of the earned interest proceeds with Broker, and Broker will pass on 50% of its earned proceeds to You. Securities lending is a way to generate revenue on securities held by Clearing Broker on behalf of Broker. Broker receives a credit to its account for the loan fee paid by the borrower. Clearing Broker is entitled to receive a portion of the loan fee and the remainder is paid to Broker. Securities held have no guarantee of being lent, and loan fees will fluctuate depending on market supply and demand.

Risks of securities lending include, but are not limited to, market fluctuation, tax implications, and Pershing's default when participating in this program. The Master Securities Lending Agreement includes a full description of potential risks, and should be read carefully before participating in the program. For additional risk disclosure and information, please review Clearing Broker's "Additional Fully Paid Disclosures and Information" document, which can be accessed above.

O.

33. Margin Accounts; Margin.

[Reserved]

34. Consent to Electronic Delivery of Documents.

A. Consent. By agreeing to electronic delivery, you are giving informed consent to

electronic delivery of all Account Documents, as defined below, other than those you have specifically requested to be delivered in paper form. “Account Documents” include notices, disclosures, current and future account statements, regulatory communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, tax-related documents, the Risk Disclosures, and any other information, documents, data, and records regarding your Account, this Agreement (including amendments to this Agreement), and the services delivered or provided to you by the Broker, the issuers of the securities or other property in which you invests, and any other parties. You agree that you can access, view, download, save, and print any Account Documents received via electronic delivery for your records.

- B. Electronic Delivery System. You acknowledge that the Broker’s primary methods of communication with you include (i) posting information on the Platform, (ii) providing information via the Platform, (iii) sending email(s) to your email address of record, and, to the extent required by law, (iv) providing you with notice(s) that will direct you to the Platform where information can read and printed. Unless otherwise required by law, the Broker reserves the right to post Account Documents on the Platform without providing notice to you. Further, the Broker reserves the right to send Account Documents to your postal or email address of record, or via the Platform. You agree that all Account Documents provided to you in any of the foregoing manner is considered delivered to you personally when sent or posted by the Broker, whether you receive it or not.

All e-mail notifications regarding Account Documents will be sent to your e-mail address of record. You agree to maintain the e-mail address provided to the Broker until you provide the Broker with a new one. You understand that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. You further understand that it is your sole responsibility to ensure that any emails from the Broker or its Affiliates are not marked as SPAM. Regardless of whether or not you receive an e-mail notification, you agree to check the Platform regularly to avoid missing any information, including time-sensitive or otherwise important communication. If you authorize someone else to access the e-mail account provided to the Broker, you agree to tell the authorized individual to share the Account Documents with you promptly, and you accept the risk that they will see sensitive Account information. You understand that if a work e-mail address or computing or communications device is used for your Account access, the employer or other employees may have access to your Account Documents.

Additionally, you acknowledge that the Internet is not a secure network and agree that you will not send any confidential information, including your Account numbers or passwords, in any unencrypted e-mails. You also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agrees to hold the Broker, its Affiliates, and the Broker and its Affiliates’ respective officers and employees harmless for any such access regardless of the cause.

You agree to promptly and carefully review all your Account Documents when they are delivered and notify the Broker in writing within five (5) calendar days of delivery if there is objection to the information provided (or other such time specified herein). If you fail to object in writing within such time, the Broker is entitled to treat such information as accurate and conclusive. You will contact the Broker to report any problems with accessing your Account Documents.

- C. Costs. Potential costs associated with electronic delivery of your Account Documents may include charges from Internet access providers and telephone companies, and you agree to bear these costs. The Broker will not charge you additional online access fees for receiving electronic delivery of Customer Account Documents.
- D. Archival. Upon request, you may obtain copies of up to six (6) prior years of Account statements, and three (3) prior years of trade confirmations.
- E. Revocation of Consent. Subject to the terms of this Agreement, you may revoke or restrict consent to electronic delivery of Account Documents at any time by notifying the Broker in writing of the intention to do so. You also understand that you have the right to request paper delivery of any Account Document that the law requires the Broker to provide to you in paper form. The Broker will not treat your request for paper copies as a withdrawal of consent to electronic delivery of Account Documents. You understand that if revoking or restricting consent to electronic delivery or requesting paper delivery of Account Documents, the Broker, in its sole discretion, may charge you a reasonable service fee for the delivery of any Account Documents that would otherwise be delivered to you electronically, restrict or close your Account, or terminate your access to the Broker's services. You understand that neither the revocation or restriction of consent, nor the request for paper delivery, nor the Broker's delivery of paper copies of your Account Documents will affect the legal effectiveness or validity of any electronic communication provided while consent was in effect.
- F. Duration of Consent. Your consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either you or the Broker revoke it. You understand that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and that you may receive electronic notifications until such consent is processed.
- G. Hardware and Software Requirements. You understand that in order to receive electronic deliveries, you must have access to a computer or mobile device with Internet access, a valid e-mail address, and the ability to download such applications as the Broker may specify and to which you have access. You also understand that if you wish to download, print, or save any information, that you must have access to a printer or other device in order to do so.

- H. Consent and Representations. You hereby agree to have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, you hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. You will maintain a valid e-mail address and continue to have access to the Internet. If your e-mail address changes, you agree to immediately notify the Broker of your new e-mail address in writing or via the Platform.

35. Miscellaneous Provisions.

- A. Contact Information. Zoe's Customer Service may be contacted by email at support@zoefin.com.
- B. Interpretation. The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder. References to "days" means calendar days unless indicated otherwise.
- C. Binding Effect: Assignment. This Agreement shall bind your heirs, assigns, executors, successors, conservators and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining the Broker's prior written consent. The Broker may assign, sell, or transfer your Account and this Agreement, or any portion thereof, at any time, without your prior consent.
- D. 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.
- E. Platform Postings. You agree and understand that the Broker may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to your use of the Platform or your Account, on the Platform from time to time including in the

Disclosures, and that this includes updates or amendments to this Agreement or other agreements or Disclosures incorporated in or referenced in this Agreement (“**Platform Postings**”). You understand that it is your continuing obligation to monitor the Platform and the Disclosures for Platform Postings and to understand the terms of the Platform Postings. You agree to be bound by the Platform Postings (and the most current version of this Agreement) as are in effect at the time of your access or use of the Platform or the giving of any order or instruction relating to your Account.

- F. Entirety of Agreement. This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Platform Postings and Risk Disclosures), and the terms and conditions contained in your Account statements and confirmations, contain the entire agreement between the Broker and you and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Broker and you, provided, however, that any and all other agreements between the Broker and you, not inconsistent with this Agreement, will remain in full force and effect.
- G. Amendment. The Broker may at any time amend this Agreement and any other agreement or document incorporated or referenced in this Agreement without prior notice to you. The current version of the Agreement will be posted in the Disclosures, and your continued Account activity (including accessing the Platform or submitting an order or instruction) after such amendment constitutes your agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether you have actually reviewed them. Continued use of the Platform or any other services after such posting will constitute your acknowledgment and acceptance of such amendment. You agree to regularly consult the Platform and the Disclosures for up-to-date information about the Broker’s services and any modifications to this Agreement, Disclosures, or any other agreement incorporated or referenced in this Agreement or related to services provided to you by the Broker. The Broker is not bound by any verbal statements that seek to amend the Agreement. Any communication from you that purports to amend or supplement the terms of this Agreement or impose other terms on the Broker will only take effect if agreed to in writing and signed by one of our authorized signatories.

36. Governing Law.

This Agreement and all transactions made in your Account shall be governed by the laws of the State of Delaware (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

37. Arbitration.

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

- 1) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - 2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
 - 3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - 4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
 - 5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - 6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
 - 7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- B. Any controversy or claim arising out of or relating to this Agreement, any other agreement between you and the Broker, any Account(s) established hereunder, any transaction therein, shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR").
- 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 you are a foreign national, non-resident alien, or if you do not reside in the United States, then you agree to waive the right to file an action against the Broker 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: (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

YOU UNDERSTAND THAT BY ACCEPTING THIS AGREEMENT YOU HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 37 HEREIN. YOU ALSO AGREE THAT (1) ANY OF YOUR MARGIN ACCOUNT SECURITIES MAY BE BORROWED BY ZOE OR LOANED TO OTHERS; (2) YOU HAVE RECEIVED OF A COPY OF THIS

AGREEMENT AND (3) YOU HAVE REVIEWED A COPY OF THE MARGIN DISCLOSURE STATEMENT, (4) YOU HAVE BEEN PROVIDED WITH AND AGREE TO THE ZOE SECURITIES LLC FORM CRS RELATIONSHIP SUMMARY, ZOE TERMS OF USE, ZOE RISKS OF INVESTING DISCLOSURES, PATTERN DAY TRADING DISCLOSURE, ZOE BUSINESS CONTINUITY STATEMENT, AND FINRA PUBLIC DISCLOSURE PROGRAM, WHICH ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

ACCEPTED AND AGREED: You acknowledge that you have read the preceding terms and conditions of this Agreement, that you understand them and that you hereby manifest your assent to, and your agreement to comply with, those terms and conditions by accepting this agreement.

P. SIPC Coverage

Zoe and Apex are members of SIPC. Securities accounts held at Apex, including your Account, are protected in accordance with SIPC, which currently protects the securities and cash balances in your Account up to \$500,000, including \$250,000 for claims for cash, subject to periodic adjustments for inflation, in accordance with the Securities and Investor Protection Act of 1970 (“SIPA”). In the event of a SIPC liquidation, your total claim (known as your “net equity” position) would equal the total of securities and cash positions in your Account, less any indebtedness owed on the Account (for example, margin loans). Net equity positions are paid in a SIPC distribution out of all customer securities and cash (known as “customer property”) recovered by the liquidating trustee, on a *pro rata* basis to all customers. Any net equity claims not paid through such distributions of customer property are protected by the above dollar limits of SIPC coverage.

Cash balances are included in a net equity claim only if they are on deposit in your Account for the purpose of purchasing securities, or arise out of sales or conversions of securities. Cash deposits that are not intended to be used to purchase securities, or that do not originate from securities in any of the circumstances described in the previous sentence, are ineligible for protection as net equity claims. Nor do SIPC protections extend to any assets that are not considered securities under the SIPA statute, including commodities and related contracts (including commodities future and options), foreign currency, and unregistered investment contracts and joint venture interests.

You may obtain further information about SIPC protection, including the SIPC brochure, at SIPC’s website at www.sipc.org or by calling SIPC at 202-371-8300. SIPC protection and coverage does not protect against fluctuations in the market value of your investments and any losses resulting therefrom or other claims against a broker-dealer while it is still in business.