

## ASPIRATION FINANCIAL, LLC CUSTOMER ACCOUNT AGREEMENT

This Customer Account Agreement (“Agreement”) sets forth the respective rights and obligations of Aspiration Financial LLC (“Broker”) and you in connection with your brokerage account (“Account”). The Agreement includes the application you submit to open your Account, and the schedules, supplements, statements, disclosures and other agreements (each a “Supplement”) for the products and services for which you have applied to receive from Aspiration Financial LLC (“Aspiration” or “Broker”). Broker reserves the right to amend or terminate any such Supplement at any time. Both the Agreement and all applicable Supplements are subject to Broker’s approval. Broker reserves the right to decline any request to open an Account or to provide any product or service. Please note that Accounts are not available to non-resident aliens or individuals lacking a Social Security number. “You” or “your” means each natural person or legal entity indicated in the title to the Account on whose behalf this Agreement has been signed.

1. **Cash Account.** Your Account is a “cash account,” in which you make all purchases of securities for cash settlement, without credit.
2. **Ownership.** You agree that all Securities and Other Property (as defined below) held for your Account will be held in the manner indicated in the title to the Account, with all the legal and equitable rights and subject to all the obligations and conditions that the form of ownership imposes. You represent that no one has an interest in your Account except you or others that you have previously disclosed to Broker as part of your application to open an Account or in a manner authorized by Broker. “Securities and Other Property” includes cash, bank deposit accounts (including funds held in a bank deposit account at a bank service provider?), mutual funds, and any other securities, whether certificated or uncertificated. This definition includes Securities and Other Property currently or in the future held, carried or maintained by Broker, or in the possession or control of Broker, in or for any of your current or future Accounts.
3. **Services Provided by Broker.** You agree that Broker may provide certain brokerage or other services to you with or through its affiliates. This Agreement is entered into by Broker on its own behalf and on behalf of its affiliates. All rights and limitations of liability and obligations of Broker in this Agreement are for the benefit of Broker and each of its present and future affiliates. You further agree and irrevocably appoint Broker with full power as your true and lawful attorney-in-fact, to the extent permitted by law, for the purpose of carrying out the provisions of this Agreement.
4. **Credit and Background Check.** You authorize Broker and any agent or service provider to use, verify and confirm any of the information that you provide, including conducting background checks, obtaining reports concerning your credit standing and business conduct (and your spouse’s if you live in a community property state) and to share all such information with their successors, assignees, agents and service providers to determine your eligibility for an Account or any feature or otherwise. Upon your written request, we will inform you whether we have obtained credit reports, and, if so, we will provide you with the name and address of the reporting agency that furnished the reports. You agree that, without notifying you, we may request a new credit report in connection with any review, extension, or renewal of the Account. You further agree that Broker may submit information reflecting on your credit record to a credit reporting agency. You authorize Broker to share with its affiliates credit bureau information, information contained in your application to open an Account, information obtained from third parties and similar information, or to use such information consistent with Broker’s privacy policy.
5. **Online Services.**
  - a. This Agreement permits you to access certain services through Broker’s website(s)

("Online Services"). (You may also be eligible to use certain mobile services offered by Broker. Those services are governed by a Mobile Services Addendum, which supplements this Agreement.)

- b. You acknowledge and agree that Broker may monitor and record your use of its website and any communications between Broker and you that occur over the Internet or any other network,

including telephone, cable and wireless networks, and that it may use the resulting information for internal purposes or as may be required by Applicable Law as defined below. Any such monitoring and recording will be carried out consistent with Broker's privacy policy.

- c. Broker is not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with accessing the Internet or the Online Services. We recommend that you routinely update your virus software, apply all security patches for your operating system and install a firewall on your access device. We are not responsible for any errors or failures resulting from defects or malfunctions of the software associated with the Online Services. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR ACCESS DEVICE OR RELATED EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- d. You authorize us to follow any instructions entered through the Online Services notwithstanding any dual or multiple signature requirement identified in documentation relating to your Account. You agree and intend that the authorization of transactions through the Online Services shall be considered the same as your written signature in authorizing us to perform any actions relating to the transactions requested. You also agree that use of your password is the agreed security procedure to access the Online Services and that such security procedure is commercially reasonable. You agree to keep your password confidential, to prevent unauthorized access to your Account, and to prevent unauthorized use of the Online Services. You agree not to give your password or make it available to any person or entity who is not authorized to access your Account for the purpose of performing the transactions contemplated by this Agreement or who intends or may use the Online Services for the purpose of accessing and compiling account data for such person's or entity's own commercial gain. You should change your password frequently. You understand that for security purposes, Broker may require you to periodically change your password used to access your Account. You are responsible for all transactions you initiate or authorize using the Online Services. If you allow any other person to use your password or the Online Services, you will have authorized that person to access your Account and you are responsible for all transactions that person initiates or authorizes in connection with your Account. Tell us AT ONCE if you believe that your password has been lost or stolen or that a Service Account has been or may be accessed without your authorization. You agree to take any reasonable actions requested by us to prevent unauthorized transactions to your Account. Notwithstanding anything to the contrary in this Agreement, you will be liable for any unauthorized use of the Online Services in these instances unless otherwise provided by Applicable Law or this Agreement, including any Supplements.
- e. In addition to protecting your password and other Account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, etc. This information by itself or together with other Account information may allow unauthorized access to your Account. It is your responsibility to treat personal information with the same level of care as your Account information. You also are responsible for protecting and securing all information and data stored on your access device's hard drive or similar storage

system.

6. **Transfer of Assets into Account.** You agree that all Securities and Other Property deposited in your Account will be in Good Deliverable Form, unless Broker otherwise approves. "Good Deliverable Form" means freely transferable, properly endorsed, registered and fully negotiable. You agree to give Broker timely information relating to any restrictions on the transfer of any Securities and Other Property. You further agree to timely satisfy all legal transfer requirements and to furnish all necessary documents before and after Securities and Other Property are transferred.
7. **Rule 144 or 145(d) Restricted or Control Securities.** You may not sell or transfer through your Account: (a) any securities subject to Rule 144 or 145(d) under the Securities Act of 1933, or (b) any securities that are restricted securities as defined in Rule 144 or control securities within the meaning of Rule 144, or (c) any securities that may not be freely saleable or deliverable under any other law or rule relating to restricted or control securities or otherwise, or (d) securities that may otherwise be contractually restricted from delivery or sale. You may not sell securities if you control, are controlled by or are under common control with the issuer of the securities. See also Section 36(c), below.
8. **Aspiration Sweep Program.**

- a. Broker offers a Sweep Program through which it automatically invests, or "sweeps", Free Credit Balances in your Account into an available investment option. Free Credit Balances occur when you deposit funds in your Account, sell securities, and upon receipt of dividend and interest payments. Credit balances that are needed to satisfy a settling transaction are not "free" and are not available to be swept to a Sweep Option.

Currently, the only Sweep Option offered by Broker is the Aspiration Insured Bank Deposit Program (the "Bank Deposit Program"), through which Free Credit Balances are swept into one or more banks whose deposits are insured by the Federal Deposit Insurance Corporation ("FDIC"). The Bank Deposit Program is more fully described in the Aspiration Insured Bank Deposit Program Disclosure Statement, which you should carefully review.

- b. Broker will sweep your Free Credit Balances daily (according to a sweep schedule determined by Broker in its discretion) into your Sweep Option. You understand that your Account statements will reflect all investments and withdrawals into and from your Sweep Option. The Account statements are provided in lieu of separate confirmations of each transaction.
- c. If you do not want to participate in the Sweep Program, then you must notify Broker to hold your Free Credit Balance. Broker may not pay interest on some Free Credit Balances.
- d. Broker will provide you advance notice of any change in Sweep Options available under the Sweep Program, as may be required by Applicable Law. Such change may include adding additional Sweep Options or eliminating a Sweep Option. If your Sweep Option is eliminated, you authorize Broker to withdraw cash maintained in the eliminated Sweep Option and to invest or place the proceeds in the replacement Sweep Option, or if no other Sweep Option is available, hold the funds as a Free Credit Balance. You understand that you will be bound by the terms and conditions for the Sweep Option that is associated with your Account.
- e. Broker, its directors, officers, employees and agents will have no liability to you for lost income or otherwise, if Broker or a third party service provider fails to automatically invest Free Credit Balances in accordance with the terms of your Sweep Option.
- f. You authorize Broker to withdraw funds from your Sweep Option as securities needed to settle a

transaction or to satisfy any other obligation to Broker or otherwise with respect to any Account with Broker in an amount sufficient to satisfy any such obligation. You: (i) acknowledge that a Sweep Option may have minimum balance requirements, investment and/or other requirements that are established by Broker and are in effect at the time of investment; (ii) acknowledge that these requirements may be based on the amount of cash balances in your Account, the nature of your relationship with Broker and the services or account features you have requested (further information on which is available upon request). You also acknowledge that Broker may, in its sole discretion change the eligibility requirements for a Sweep Option upon notice to you.

- g. The Broker or its affiliates may receive transaction fees in connection with your Sweep Option. No portion of any of these fees will reduce or offset the fees otherwise due to Broker in connection with the Account unless required by law.

9. **Checks.** Unlimited, free check writing is available through your Account.

- a. **Writing a Check.** You can write a check for any amount up to the available balance in your Account. Checks must be written in U.S. dollars. Forms of checks that you purchase from a third party provider are subject to verification as acceptable into the Sweep Program and may be dishonored.
- b. **Electronic Presentment of Checks.** Your Account may be debited on the day that a check or other transaction is presented (or returned) directly or electronically for payment. Your Account may be charged or a hold placed on funds at an earlier time if notice that a check or other item deposited to your Account is being returned, or if notice is received that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that a hold may be placed on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.
- c. **Notations on Checks.** Any legal copy appearing on your checks (such as "Void after 60 days") may be ignored. The decision to pay or not to pay a check is based on funds available in your Account and other factors. It may not be affected by any subsequent deposits to your Account. PLEASE NOTE: As checks you have written are presented for payment during the course of a business day, a hold may be placed on available funds in your Account for the amount of those checks resulting in a reduction in your available Account balance throughout that day. The held funds may be applied against processing of those checks or other transactions later that day. Checks are processed by automated means based on information encoded on the checks. As such, checks may not be physically examined to determine if they are properly signed or completed. You agree that such a process may be relied upon and that it will be deemed an acceptable standard of care on our part.
- d. **Post-Dated Checks.** A post-dated check is one which bears a date later than the date on which the check is written. You agree not to write post-dated checks. If you do, such check may or may not be paid on the day it is presented. If you write a post-dated check on your Account and intend that the check will not be paid by us until the date written on the check, you must notify us to register it at the time you write the check. In order for your registration notice to be effective, you must call Broker and provide the number, payee, amount and date of the check. You may also send written notice of your post-dated check request to us at the address printed on your Account statement. An

oral or written request to register a post-dated check is good for six (6) months and may be renewed for additional six (6) month periods by giving written notice to us within the period during which the original notice is in effect. A post-dated check will be registered only if the notice is received at such a time and in such a manner as to afford us a reasonable opportunity to act on it before the Deposit Bank takes action with respect to the check. A post-dated check that has not been properly registered with us or not registered in a timely manner may be paid. If your Account is re-credited after paying a post-dated check over a valid and timely post-dated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in legal action taken against that person.

- e. **Stale-Dated Checks.** You agree that a check which is presented to us for payment more than six months after its date (a “stale-dated” check) may be paid or rejected even if the presentment occurs after the expiration of a stop payment order. The date on checks presented for payment are not necessarily reviewed. You agree that stale dated checks may be honored and no permission is necessary to pay them. To make sure that a check will not be paid, you should place a stop payment order on the check.
- f. **Stop Payment Orders for Checks.** Any signer on the Account can instruct us to stop payment on a check that has not been paid by issuing a stop payment order through Broker’s Online Services or by calling Broker. For information about stopping payment on an automatic withdrawal or payment from your Account via the Automated Clearing House (“ACH”), please refer to the Electronic Funds Transfer Disclosures as a supplement to this Agreement. A stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay the item. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, a check may have already been paid or is in the process of being paid. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order. You agree to indemnify all parties against any claim or loss resulting from honoring your stop payment request. When you place a stop payment on a check, a stop payment fee may apply. When you place a stop payment order on a check and believe that the check may be converted to an electronic transaction (ACH), you should also place a second stop payment as an ACH. There is no fee for the second stop payment.
- g. **Contents of Stop Payment Order.** You will need to accurately provide:
  - i. Your Account number;
  - ii. The date of the check;
  - iii. The check number;
  - iv. The exact amount (dollars and cents) of the check; and
  - v. The payee’s name.

Some or all of the information may be used to identify a check. If the information is not exactly correct, the stop payment may not be effective.

- h. **Effective Period of Stop Payment Order: Renewal.** A stop payment order on a check will stay in effect for six (6) months from the date we accept the stop payment order, unless you instruct us to cancel it or to renew it, provided that we have not already returned the check. The order may be renewed for additional six (6) month periods. Your instructions to remove or renew a stop payment

order must be received in a time and manner that gives us a reasonable opportunity to act upon it.

- i. **Payment over Valid Stop Payment Order.** If you believe that we have paid a check over a valid stop payment order, you may be required to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the check; and, if applicable, further describing in detail your dispute with the payee. If it is subsequently determined that you were indebted to the payee for the exact amount of the check or less, you agree that we will have the right to debit your Account for the amount of the indebtedness.
- j. **Replacement Check.** If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word "replacement" on it so it is not mistaken for the original check.

## **10. Substitute Checks and Your Rights.**

### **a. What Is a Substitute Check?**

- i. To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.
- ii. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **b. What Are My Rights Regarding Substitute Checks?**

- i. In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).
- ii. The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.
- iii. If you use this procedure, you may receive up to \$2,500 of your refund plus interest within 10 business days after we received your claim and the remainder of your refund plus interest not later than 45 calendar days after we received your claim.
- iv. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

- c. **How Do I Make a Claim for a Refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at 800-

683-8529 or in writing to 4551 Glencoe Avenue, Marina Del Rey, CA 90292. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- i. A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- ii. An estimate of the amount of your loss;
- iii. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- iv. A copy of the substitute check and the following information to help us identify the substitute check:
  - A. Amount of your loss;
  - B. Explanation as to why the original check is needed to determine the validity of the amount charged to your Account;
  - C. Check number;
  - D. Name of the person to whom you wrote the check;
  - E. Amount of the check.

## **11. Deposits.**

- a. Deposits to your Account may only be made in U.S. dollars, by electronic funds transfer ("EFT"), including ACH transactions, or, in our sole discretion, by wire transfers. All deposits will be deemed made only when they are received. See the Funds Availability Policy supplement to this Agreement for further information. Deposits made by ACH are subject to the NACHA Operating Rules (collectively, the "ACH Rules"). Before final settlement of any deposit, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item. The right to refuse, return or limit any deposit you make to your Account is reserved and maximum dollar limits for Account principal balances and Account transactions may be established or enforced in our sole discretion. Subject to the limitations in this agreement, you may choose to make deposits into your Account at any time.
- b. **Endorsements.** You warrant that all endorsements for any item you present for deposit are genuine. Missing endorsements for any item accepted for deposit may be supplemented. Checks that are not properly endorsed or that are not made payable either to Broker or to you will be returned. Each owner of a joint account authorizes each other owner of the joint account to endorse any item payable to any one, some, or all of you or your order for deposit to your joint account. To ensure that your check is processed without delay, you must endorse it (sign it on the back) within 1 and 1/2 inches of the trailing edge of the check. The trailing edge is the left side of the check (when looking at it from the front). You agree to indemnify us and hold us harmless from and against, and reimburse us for, any loss we incur because of your endorsement or any other information on the reverse side of your check caused our endorsement on the check to be illegible and delayed the processing of the check. The preceding indemnification will survive termination of your Account(s).
- c. **Restrictive Legends or Endorsements.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or

instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

- d. **Direct Deposits.** You may arrange to have direct deposits that are payable to you (for example, payroll, pension, dividend, Social Security, state or federal benefits or tax refund payments), made to your Account. If, in connection with a governmental direct deposit program, we deposit any amount in your Account that should have been returned to the government for any reason, you authorize us to deduct the amount of our liability to the government from the Account or from any other account you have with us, without prior notice to you, in addition to any other remedy we are entitled to under law to recover from you the amount of our liability to the government. You agree not to initiate any transactions on the Account that would violate the laws of the United States.
- e. **Deposit via Wire Transfer.** If you arrange for a wire transfer to be directed to the Account, you are responsible for ensuring that such wire is initiated properly, addressed properly to Broker's bank account and bears appropriate wire instructions in exactly the form required by Broker for identification of you and your Account. You understand that any erroneous, mismatched or incomplete identifying information on an incoming wire transfer may result in such wire being rejected, lost, posted to an incorrect Account or returned to the originating bank without notice to you.
- f. **Reconstructing Lost, Missing or Destroyed Deposits.** When you cash or deposit a check or other item with us, we act as your agent to collect the item. You assume the risk of loss for deposited items that are lost, missing, or destroyed during the processing and collection of the item(s). We may reverse any credit given and any interest earned or accrued for such a deposited item, and we may recover the amount of any funds disbursed for any such cashed item from any Account you maintain with us. You agree to cooperate fully with us to reconstruct such a deposited item by promptly:
  - i. Providing us with a copy of the front and back of the deposited item from your or the issuer's records;
  - ii. Asking the issuer of the item to place a stop payment on it (at our expense) and to issue a replacement item to you (if the deposited item has not been paid); and
  - iii. Reviewing your records and other information to obtain the issuer's identity and any other information about the deposited item.

If you fail to cooperate with us to reconstruct the deposit, we may adjust any credit made to your account for the deposited item.

- g. **Our Right to Refuse Deposits.** We may, at our discretion, refuse to accept funds for deposit to your Account for any reason. We will, to the extent practical, try to facilitate your transaction by the best means available, including sending the item for collection or forwarding the item to the appropriate processing area. Your Account will not be credited until collection or processing is completed.
12. **Deposit Reconciliation.** It is our policy to investigate and resolve any deposit discrepancies in the amount of \$1.01 and over. Any errors in calculation will result in a debit or credit to the customer, as applicable. Discrepancies in the amount of \$1.00 or under will not be investigated and the customer's listed deposit amount will stand. Exceptions to this rule occur if the difference involves a cash discrepancy, at which time the deposit will be flagged for follow-up by Broker for the following business



day.

13. **Withdrawals and Disbursements.** Withdrawals and disbursements may only be made in U.S. dollars, by EFT, including domestic (United States) ACH transactions or in our sole discretion, by wire transfers or by check we issue. This agreement is subject to Article 4A of the Uniform Commercial Code – Funds Transfer as adopted in the state in which you have your account with us.
- a. **Electronic Funds Transfers.** By sending Broker an EFT request (whether by telephone, electronically or in writing), you authorize Broker and its bank service provider to initiate such EFT on your behalf and to transmit payment instructions to the applicable bank. In our sole discretion, we may agree to accept a faxed or written instruction to initiate an EFT from your Account. We may refuse any withdrawal request that you attempt on forms not approved by us or by any method we do not specifically permit, or that does not include all information we require, or that would exceed any applicable frequency or dollar limits or cause your Account to be overdrawn. We reserve the right to establish (and change) maximum dollar limits for withdrawal transactions from time to time. Electronic funds transfers are normally completed within three business days of your request. Information regarding your liability for EFTs and stop payment procedures for EFTs are more fully set out in the Electronic Funds Transfer Disclosures as a supplement to this Agreement. You should read this document carefully.
  - b. **Wire Disbursements.** By sending Broker a wire disbursement request (whether by telephone, electronically or in writing), you authorize Broker and its bank service provider to initiate such wire transfer disbursement on your behalf and to transmit payment instructions to the applicable bank. You agree that we will not be liable for any loss, liability, cost, or expense for acting upon all such instructions believed to be genuine if we employ reasonable procedures to prevent unauthorized transactions. You agree that this authorization may only be revoked by written notice to us in such time and manner as to afford us a reasonable opportunity to act upon it. When you request a funds transfer, you authorize us to debit your Account for the amount of the transfer and you also authorize us to charge your Account any applicable service fees in accordance with the fee schedule in effect at the time of your request. A copy of the current Fee Schedule is included in the Supplement to this Agreement. If a wire transfer disbursement request is received after 1PM Central Time, your request may be treated as if it were received the next business day. See the Funds Availability Policy supplement to this Agreement. Broker may reject any wire transfer disbursement request. It is your responsibility to ensure that your instructions are accurate before requesting that Broker initiate a wire transfer disbursement. A wire disbursement request cannot be amended or canceled after Broker receives it. Broker, in its discretion, may attempt to abide by a subsequent request for a change, but it is not obligated to do so. Should you provide an incorrect Account number and/or beneficiary institution identifier, you understand that any losses resulting from the funds being credited to the wrong Account will be your responsibility.
  - c. **Reliance by Broker.** Broker will rely on the information you provide in making a funds transfer, including EFT, wire transfers or checks, on your behalf. It is your responsibility to provide Broker with accurate information regarding that transfer, including the account number of the beneficiary of the funds transfer and where applicable, the number (such as “BIC” or “SORT”) identifying the beneficiary institution; payment will be processed based on the number(s) provided by you. For international transfers, you may be required at the time you initiate the request to provide Broker with information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that Broker will rely on this information in executing your request in accordance with the provisions set forth in the "Currency of Transfer" paragraph below.
  - d. **Security Procedures.** When you place an order for a funds transfer, we will follow a security

procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. The procedure depends on the means by which you provide instructions to us. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of instructions by placing a call to any authorized signer on your account. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by any funds transfer request that Broker receives and verifies in accordance with the security procedure outlined above.

- e. **Transfer to a Beneficiary Bank.** This Agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted by the state in which you have your Account with us. If you originate a fund transfer and you identify any name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account together than the one named. You agree to be bound by National Automated Clearing House Association (“NACHA”) rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an Account by wire or ACH, we are not required to give you any notice of the payment order or credit.
- f. **Currency of Transfer.** Funds transfers to beneficiaries within the United States are made only in U.S. dollars. For international transfers, Broker may ask you to indicate the currency in which the beneficiary account is held. If you indicate that the account is held in U.S. dollars, your transfer must be made in U.S. dollars. You understand that Broker has the right to rely on your statement as to the currency of the beneficiary account and that it will not be responsible for any error in the information it provides you concerning the applicable exchange rate and the amount of funds to be received by the beneficiary should your statement be incorrect and a currency conversion occurs after Broker sends your transfer. For transfers in foreign currency, Broker will convert your U.S. dollar payment to the foreign currency selected by you at Broker’s exchange rate in effect at that time for similar transactions. The exchange rate includes a commission to Broker for exchanging the currency. Information regarding the applicable exchange rate will be provided to you at the time you initiate the transfer request. In addition, in the case of transfers into your account which are sent in foreign currencies, we will convert the funds into U.S dollars at our current conversion rate. Our conversion rate for both outgoing and incoming foreign fund transfers may include a commission for the conversion service.
- g. **Delays or Non-Execution of Funds Transfers.** We will not be liable for any delay or failure to execute your funds transfer request or delay in making the funds available to the beneficiary due to circumstances beyond the control of Broker or any intermediary or beneficiary bank handling the transfer including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or delays caused by one or more of the institution’s fraud screening procedures or compliance procedures for anti-money laundering, economic sanctions or similar laws. You further agree that we may refuse to process or delay processing any request if it would violate any guideline, rule, policy, or regulation of any government authority or funds transfer system.

- h. **Rejection of a Funds Transfer Request.** We reserve the right to reject your funds transfer request. We may reject your request if you have insufficient available funds in your Account for the amount of the transfer and any applicable transfer fees, if the information you provide in connection with that transfer is incomplete or unclear, if we are unable to confirm the identity or authority of the person requesting the transfer, or if we are unable to fulfill your request for any other reason. In the event we reject your request for a funds transfer, we will notify you at the time you request the transfer or as soon thereafter as we determine to reject the transfer request.
- i. **Insufficient Funds.** You may not make any withdrawal or initiate any disbursement that would exceed the available funds in your Account. Available funds include your cash balance less holds. We will not be liable for dishonoring any withdrawals that would exceed the available funds in your Account. Refer to the Funds Availability Policy supplement to this Agreement for details. If we receive a withdrawal request, automatic transfer, EFT, or other item drawn on your Account and there are insufficient available funds in the Account to pay the item, we will either (a) pay the item and create an overdraft in your Account (we may hold balances in your other accounts that you may have with us until the overdraft is paid) or (b) return the item unpaid. If your Account has insufficient available funds to pay all items presented for payment on a particular day, we may choose to honor withdrawals in the order they are received by us or in any other order we choose (including, for example, according to the dollar amount and/or the type of a withdrawal request), unless the order of payment is specifically mandated by law. If we choose to pay an item or honor a withdrawal request by overdrawing your Account, you agree to immediately reimburse us upon our demand for the amount of the overdraft along with applicable collection fees and/or legal fees.
- j. **Waivers.** If we choose to pay an item or honor a withdrawal request that overdraws your available account balance or otherwise does not conform with the rules and limitations described in this agreement once, we do so at our sole discretion and are not required to do so again. We may treat continued abuse of any stated limitation in this agreement (including continued overdrafts) as the basis for closing or freezing your Account, or we may at our option charge you a fee.
- k. **Overdrawing Your Account.** In the event of insufficient funds to pay all of your items or permit one or more transactions, we may return one or more of your items and/or not allow one or more of the requested transactions, or, in our sole discretion, we may create an overdraft by paying some or all of them. Regardless of the option we choose, we will charge you a fee (or fees) pursuant to the fee schedule in effect at the time of your request. A current Fee Schedule is located in the supplement to this Agreement. An overdraft fee may be assessed when your account is in overdraft status after transactions post at the end of the day. A returned item fee may be assessed when a check or item is returned unpaid due to insufficient/unavailable funds in your account. Overdraft fees and returned item fees, in any combination, will not be assessed more than four (4) times per day. An overdraft fee may also be charged whenever a transaction, including a service fee or charge, is deducted from your Account and either causes your Account to be overdrawn or increases the amount by which your account is overdrawn. Our payment of any items or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing Accounts.
- l. **Withdrawal Refusals.** In some instances, we may refuse a request for a withdrawal or transfer from an Account. The following list includes, but is not limited to, the most common reasons we might refuse such requests:
  - i. If the funds you wish to withdraw are not yet available; (See the Funds Availability Policy

supplement to this Agreement.)

- ii. If we decide to require seven (7) days advance written notice and we have not received such notice;
- iii. If there are insufficient funds in your Account;
- iv. If you use a type of check not acceptable to us;
- v. If the funds you wish to withdraw are being held due to cashing of a third-party check against the Account or for any other reason;
- vi. If the withdrawal would consist of money owed to us;
- vii. If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit;
- viii. If, in the case of a joint account, any Account signer gives us written instructions not to permit a withdrawal;
- ix. If the Account is pledged as collateral for a loan;
- x. If an Account owner has died and we have not received all documents required to release funds in the Account;
- xi. If we have been ordered by a court or other legal process not to permit the withdrawal;
- xii. If you do not present us with appropriate identification or any other information that we may require;
- xiii. If we are aware of any dispute relating to the Account or funds in the account;
- xiv. If we have some suspicion of fraud, irregularity, or illegality; or
  - xv. If we believe that the signature on a check or item drawn on your Account and presented for payment does not appear similar to that appearing in our records

#### **14. Debit Card**

- a. The Aspiration Mastercard® Check Card is available for all Accounts that have individual or joint registrations. On joint accounts, a co-owner may apply for an additional debit card in his or her own name. As an Account owner, you are responsible for all usage of these features.
- b. The Aspiration Mastercard® Check Card is governed by a separate customer agreement, the Aspiration Check Card Agreement and Disclosure Statement, which is incorporated herein by reference (is legally considered part of these terms and conditions). It is your responsibility to understand the terms of this agreement before you begin using the feature. It is also your responsibility to advise any other cardholders on your Account that the Check Card Agreement and Disclosure Statement will apply to them.
- c. Total debit card transactions generally are limited to your available balance. Debit card purchase and transaction limits may apply and are outlined in the Aspiration Check Card Agreement and

## Disclosure Statement.

- d. Note that on any Account, we typically reduce your available balance at the time you make a debit card transaction, rather than waiting for the transaction to be posted to your Account.
- e. Aspiration currently covers the annual fee for the Aspiration Mastercard® Check Card debit card. This card is issued by Coastal Community Bank, which is affiliated with Aspiration. With this debit card, you can make withdrawals from any ATM displaying the Mastercard®, Interlink®, Maestro® or Cirrus® logos or make purchases wherever Mastercard® is accepted. All Aspiration ATM withdrawal fees will be waived. In addition, ATM use is free at ATMs in the Allpoint network. ATMs not included in the Allpoint network are considered out of network and customers may be charged a fee from that third-party ATM provider. Some accounts may receive out of network fee reimbursements. Reimbursement will generally be credited within two (2) business days the ATM fee is debited from your Account. Please note that there may be fees assessed for using certain ATMs and foreign transaction service charges are not waived. All fees are set forth in the Schedule of Charges. We reserve the right to reimburse fees at our discretion and change these guidelines at any time. Please see the Aspiration Check Card Agreement and Disclosure Statement for additional information on the use of the card. The third-party trademarks appearing herein are the property of their respective owners.

## **15. Monitoring Your Account and Notifying Us of Errors.**

- a. Note that so long as we send communications to you at the physical or electronic address of record given on the application, or to any other address given to us by an authorized person, the communications are legally presumed to have been delivered, whether you actually receive them or not. In addition, confirmations and statements are legally presumed to be accurate unless you specifically tell us otherwise.
- b. If you have not received a communication you expected, or if you have a question or believe you have found an error in any communication from us, telephone us immediately, then follow up with written confirmation.
- c. You agree to notify us immediately if:
  - i. You received confirmation of an order you did not place, or any similar conflicting report;
  - ii. There is any other type of discrepancy or suspicious or unexplained occurrence relating to your Account; or
  - iii. Your personal identification number ("PIN") or access device is lost or stolen, or you believe someone has been using it without authorization.
- d. If any of these conditions occurs and you fail to notify us immediately, neither we nor any other Broker affiliate will be liable for any consequences. If you do immediately notify us, our liability is limited, as described in this Agreement.
- e. With any feature or service that is governed by a separate agreement (such as a debit card agreement), note that different policies concerning error resolution and liability may apply, as described in the separate agreement.
- f. If, through any error, you have received property that is not rightfully yours, you agree to notify us and return the property immediately.

16. **Right of Setoff.** Subject to Applicable Law, we may exercise our right of setoff against any or all of your Accounts without notice, for any liability or debt of any of you, whether joint or individual, direct or contingent, now or hereafter existing, and whether arising from our fees or charges, overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations unless prohibited by law. If an account is a joint account, each joint or Account owner authorizes us to exercise our right of setoff against any and all accounts of each Account owner. You expressly agree that our right of setoff extends to, and may be directed towards, any federal or state benefit payments (including Social Security benefits) directly deposited into your Account. You also agree to allow us to apply any subsequently credited deposit made to your Account against any overdrafts and against any fees and charges or other obligations owed us in whichever order we determine and that we may use any federal or state benefits payment that is deposited into the Account (including direct deposit of Social Security) for this purpose. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.
17. **Recommendations.** You acknowledge that, unless we have expressly agreed otherwise, we are acting in the capacity of your broker in connection with any transaction executed for your Account and not as a financial advisor or a fiduciary. Broker may make available information about securities and investment strategies, including its own research reports and market commentaries as well as materials prepared by others. None of this information is personalized or in any way tailored to reflect your personal financial circumstances or investment objectives and the securities or investment strategies discussed might not be suitable for you. Therefore, you should not view the fact that Broker is making this information available as a recommendation to you of any particular security or investment strategy. To the extent that your transactions differ from a specific recommendation made by Broker to you with respect to the security, size, price and timing of a recommended transaction, or to the extent there have been variations in the facts relevant to the transaction, you agree that Broker has no responsibility for determining the suitability of these transactions to you. You understand and agree that no advice furnished by Broker shall form a primary basis for any decision by or on your behalf, nor will Broker be or become your fiduciary unless Broker has expressly agreed otherwise.
18. **Order Execution.** You agree that, subject to the terms of an order, the method of execution of that order is in the sole discretion of Broker. Broker may reject and pre-review your orders or take any other action (which may delay the execution of the order) for any reason, including market conditions, system outages, capacity limitations, pending proprietary or customer orders in the same security, regulatory restrictions and restrictions imposed by Broker with respect to transactions in the particular security.
19. **Mutual Funds.**
- a. Broker may establish and change in its sole discretion at any time the different minimum investment and/or other requirements that will apply to the availability of mutual fund share classes. Different funds with similar investment policies, and different share classes within those funds, will have different expense levels that reduce the returns of shareholders. Generally, a fund or share class with a lower minimum investment requirement has higher expenses and therefore a lower return than a fund or share class with a higher minimum investment requirement.
  - b. The funds and share classes will, to the extent permitted by law, be funds and classes for which Broker or its affiliates receive transaction and other fees for providing services (such as investment advisory, administration, transfer agency, distribution, and shareholder services), and these fees may vary depending on the fund and class used. No portion of any of these fees will reduce or

offset the fees otherwise due to Broker in connection with the Account unless required by law.

- c. Information about the funds and share classes that are available, including their investment policies, restrictions, charges, and expenses, is contained in the funds' prospectuses that separately will be delivered to you. You should read these prospectuses carefully. Broker reserves the right in its discretion to vary investment minimums for an account based upon a variety of factors, including the overall relationship with Broker, type of account, legal or regulatory restrictions, or any other factors relevant to the relationship.
- d. You understand and agree that Broker does not guarantee the performance by issuers or other third parties of their obligations with respect to any announced asset servicing or corporate action events on Securities and Other Property in your Account. Accordingly, although Broker may credit or debit your Account in anticipation of the successful completion of any pending asset servicing or corporate action events on Securities and Other Property in your Account, such credit or debit is conditional and may be reversed if such asset servicing event or corporate action fails to consummate for any reason.
- e. Because excessive trading in mutual fund shares can harm a fund and its shareholders, Broker may block account owners or accounts that engage in excessive trading from making further transactions in fund shares. A block on trading fund shares may be temporary or permanent. A mutual fund's excessive trading policies are disclosed in its prospectus, including what the mutual fund deems "excessive trading" to mean.

## **20. Payment and Settlement.**

- a. You agree that you will pay for any securities purchased for your Account on or before the settlement date. You further agree that each security sold will be owned by you at the time of sale and will be in your Account on or before the settlement date. Generally, you need to pay for all transactions or deliver all securities by 2 p.m. Eastern time on the settlement date. Proceeds of any sale will not be paid to you until Broker has received the securities in good deliverable form and the settlement of the securities is complete. Broker reserve the right to cancel or liquidate, at your risk, any transaction not settled in a timely way.
- b. Free-riding (i.e., buying and selling securities in a cash account without submitting payment for the purchase) violates Regulation T of the Federal Reserve Board, is prohibited and may, among other things, result in your Account being restricted or closed.

**21. Interest Charges on Prepayments or Late Payments.** Broker may, but does not necessarily, charge interest on overdrawn balances in your Account in accordance with Broker's established rules and policies, as disclosed to you. See the Fee Schedule for details. In this Agreement, "Debit Balances" means account balances representing money owed to Broker You agree to satisfy, promptly upon demand, any indebtedness, to pay any Debit Balance in your Account, and to satisfy all other outstanding obligations relating to your Account.

## **22. Confirmations and Account Statements.**

- a. Reports or confirmations of the execution of securities orders and statements of your Account will be binding if you do not object in writing within ten (10) business days after Broker forwards the confirmation or statement to you by mail or another method of delivery. Broker will send an Account statement to the address of record: every calendar quarter, at a minimum and for any month when you have trading or cash management activity. Account statements will show all activity in the

Account for the stated period, including securities transactions, cash balances, credits and debits, and all fees paid directly from the Account. Broker will also send out a confirmation for every securities transaction in the Account. The only exceptions are automatic investments, automatic withdrawals, or dividend reinvestments; for these activities, your regular Account statement serves in place of a confirmation.

- b. To receive Account statements and confirmations faster, you can arrange to have them delivered electronically, at no charge, instead of through the mail. If you live with immediate family members who also have eligible accounts, you can “household” those accounts to potentially qualify for enhanced services and features. You may elect to have accounts householded by submitting a request to support@aspiration.com. You also may elect to have your statements combined or householded by submitting a request to support@aspiration.com. By electing to participate in householding, you agree that Broker may provide the employers of any householded account holders with Account statements, trade confirmations, or other documents as required by applicable regulations.
- c. As an owner of the Account, you are responsible for monitoring the Account. This includes making sure that you are receiving transaction confirmations, Account statements, and any other expected communications. It also includes reviewing these documents to see that information about the Account is accurate and contains nothing suspicious. Note that so long as Broker sends communications to you at the electronic or physical address of record given on the application, or to any other address given to Broker by an authorized person, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, confirmations and statements are legally presumed to be accurate unless you specifically tell Broker otherwise.
- d. If you have not received a communication that you expected, or if you have a question or have found an error in any communication from Broker, telephone Broker immediately, then follow up with written confirmation. You agree to notify Broker immediately if: (i) you placed an order electronically, but did not receive a reference number for it (an electronic order is not considered received until Broker has issued an acknowledgment); (ii) you have received confirmation of an order that you did not place, or any similar conflicting report; (iii) there is any other type of discrepancy or suspicious or unexplained occurrence relating to the Account; or (iv) your password or access device is lost or stolen, or you believe someone has been using it without authorization. If any of these conditions occurs and you fail to notify Broker immediately, neither Broker nor any other Broker affiliate will be liable for any consequences. If you do immediately notify Broker, Broker’s liability is limited as described in this agreement.
- e. With any feature or service that is governed by a separate agreement (such as a credit card agreement), note that different policies concerning error resolution and liability may apply, as described in the separate agreement. If, through any error, you have received property that is not rightfully yours, you agree to notify Broker and return the property immediately.

**23. Notices and Other Communications; Consent to Receive Electronic Communications from Broker.**

- a. You agree that Broker may designate the manner in which you must send different types of communications (including changes in your contact information and trading instructions) to Broker and the addresses to be used for that purpose. Broker need not act upon any communications that are transmitted in a manner that is inconsistent with these designations. Broker will have no liability whatsoever for relying on any direction from, or document signed by, any person that it reasonably believes to be you or to be authorized by you to give the direction or sign the document, whether or



not the person actually has authority to do so.

- b. To the extent you use e-mail to communicate with Broker, you agree that you will send all e-mails from an e-mail address designated by you for that purpose, and that, until you notify Broker of a change in that address, Broker may assume that all e-mails sent from that address have been sent by you. You should not transmit any personal or identifying information (such as account numbers, credit or debit card numbers, Social Security numbers, passport or Mastercard® numbers or passwords) via the Internet unless you are certain that the transmission will be secure and encrypted. Broker will send you all notices and other communications according to the contact information that you have provided, and you will be responsible for notifying Broker immediately of any changes in that information. All communications mailed, electronically transmitted or sent to you at the address provided by you for your Account will be deemed to have been delivered to you by Broker when sent. You waive all claims resulting from any failure to receive these communications.
- c. You agree to our mailing statements, prospectuses, proxy materials and other communications related to your Account in one envelope with the statements, prospectuses, proxy materials and other communications related to the Account of others who live at your address.
- d. You may revoke this consent at any time by contacting Broker at 800-683-8529. You will resume receiving statements, prospectuses, proxy materials and other communications related to your Account separately within thirty days of our receiving your notice of revocation.
- e. By providing Broker with your e-mail addresses, telephone numbers, facsimile numbers, and any successor or additional e-mail addresses, telephone numbers, and facsimile numbers, you consent to receive e-mails, telephone calls or faxes from Broker in connection with your accounts, including but not limited to, the offer of any products or services for such accounts. You may revoke this consent at any time in writing to 4551 Glencoe Avenue, Marina Del Rey, CA 90292.
- f. You agree to provide to Broker any information that Broker may reasonably request or require in order to comply with Applicable Law, including tax laws, or to reduce any tax that may be imposed on Broker and its investors. In addition, you agree to update such information if and when any such information is no longer true or correct and to provide any additional information required pursuant to any change in law, or the application or interpretation thereof.

24. **Conflicts of Interest.** Broker receives compensation when Accounts invest in mutual funds managed by its affiliate in the form of Rule 12b-1 fees, receives fees based on the amount of deposits in the Sweep Program, and receives bank interchange fees. The fees vary according to the type of product or service and may be higher for certain products or services. The present and future activities of Broker may give rise to additional conflicts of interest with you. You acknowledge that you understand the risks and conflicts of interest disclosures referred to above.

25. **Nondisclosure of Confidential and Material, Nonpublic Information.** Broker provides a variety of services to its customers. In connection with providing these services, Broker may, from time to time, come into possession of confidential and material, nonpublic information. Broker is prohibited from improperly disclosing or using such information for its own benefit or for the benefit of any other person, regardless of whether such other person is a customer of Broker. Broker maintains and enforces written policies and procedures that prohibit the communication of such information to persons who do not have a legitimate need to know such information and to assure that it is meeting its obligations to customers and remains in compliance with Applicable Law. You understand and agree that these policies and procedures are necessary and appropriate and recognize that, in certain circumstances, Broker will have

knowledge of certain confidential or material, nonpublic information which, if disclosed, might affect your decision to buy, sell or hold a security, but that Broker will be prohibited from communicating such information to you or using it for your benefit.

26. **Your Responsibility Regarding Your Account.** You assume full financial responsibility with respect to all transactions executed for your Account and your investment decisions. Except as required by law, any payment you are required to make to Broker under this Agreement shall be made without withholding or deducting any taxes, levies, imposts, duties, charges, assessments or fees of any nature, including interest, penalties and additions thereto. If any such amounts are required to be withheld or deducted by Applicable Law in any local jurisdiction, you shall pay such additional amounts as necessary to ensure that the net amount received by Broker is equal to the amount that Broker would have received had no such withholding or deduction been required. You acknowledge that Broker does not provide tax, accounting or legal advice and that you are responsible for these matters. You should consult with your tax adviser regarding the tax consequences of your investment decisions.
27. **Charges Associated with Your Account.** You agree to promptly pay all charges associated with your Account (including without limitation transfer fees, bank transaction fees, custodial fees, processing fees resulting from legal or other proceedings, and interest charges) in accordance with Broker's then-applicable fee schedule for your account and to satisfy any applicable federal, state, and local excise taxes. You authorize Broker to automatically debit your Account in payment of any charges posted to your Account. To the extent you have a retirement account for which a third party serves as trustee, you authorize Broker to automatically debit fees associated with such trustee's services to the account from time to time.
28. **No ERISA Accounts.** You represent that your Account is not for an "employee pension benefit plan" or a "pension plan" subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (ERISA).
29. **Security Interest and Liens; Remedies.**
- a. You agree that all of your Securities and Other Property held, carried or maintained by Broker or in the possession or control of Broker, and all rights, whether due or not, that you may have against Broker will be subject to a first, perfected and prior lien, security interest and right of set-off and held as security by Broker or its agents for the discharge of any indebtedness or any other obligation you may have to Broker, however such obligation may have arisen. You acknowledge and agree that Broker and each of its affiliates act as agents for each other in respect of the Securities and Other Property and all rights subject to lien as described herein (the "Collateral") and that Broker and each of its affiliates shall comply with any orders or instructions originated by any of them with respect to or in connection with such Collateral without your further consent, including without limitation, any entitlement orders, as such term is defined in Article 8 of the Uniform Commercial Code as in effect in the State of California or other instructions, including without limitation, all notifications it receives directing it to transfer (including, without limitation to an affiliate) or redeem any Collateral.
  - b. In enforcing its rights hereunder, Broker may act in its discretion and without regard to any tax or other consequences that you may face as a result of such actions. In the event of a breach or default by you under this Agreement or any other agreement with Broker or in any other transaction with Broker, Broker will have all the rights and remedies available to a secured creditor under all Applicable Law in addition to the rights and remedies provided in this Agreement and any other

agreements with Broker You agree to indemnify Broker for any loss or expense that Broker may incur in enforcing its lien or any other remedies available to it, including the reasonable costs of collection.

- c. You further agree that if: (i) you default on any of your obligations under this Agreement or any other agreement with Broker or any other transaction with Broker, (ii) you become bankrupt, insolvent or subject to a similar condition or subject to any bankruptcy, reorganization, insolvency or other similar proceeding, or (iii) Broker, in its discretion, deems it advisable for its protection, Broker may, at any time and without prior notice to you, (a) cancel, terminate, accelerate, liquidate and/or close out any or all agreements or transactions between you and Broker or otherwise relating to the Account and calculate damages in a manner it believes appropriate, (b) pledge, transfer or sell any Securities and Other Property in the Account or any other account in which you have an interest, either individually or jointly with others, or (c) take any other action as Broker, in its discretion, deems appropriate with respect to any of the foregoing, and apply the proceeds to the discharge of the obligation. In this connection, you appoint Broker as your agent and attorney-in-fact to exercise, in its sole discretion, all rights and to perform all obligations that may be exercisable in relation to any Securities or Other Property that are or were held in your Accounts. This includes the right to tender, exchange, endorse, transfer or deliver any Securities and Other Property in your Accounts into the name of Broker in satisfaction of any debts, liabilities or other obligation you may have to Broker. In pursuing the remedies available to it, Broker may, without limiting its rights under this paragraph, set off amounts that you owe to it against any amounts that it owes to you, and you will remain liable for any deficiency.
- d. In addition, you agree that Broker may cancel or “Buy-in” any sell order or close out any buy order accepted or executed for securities, if such securities sold are not in your Account, are not timely delivered, or are not in good deliverable form, or if you do not pay by settlement date for securities purchased. “Buy-in” means a transaction where Broker or another party purchases securities of like kind and amount to compensate for those that were not timely delivered from another source.

**30. Bankruptcy, Insolvency, Reorganization, Dissolution, Incompetency and Death.**

- a. You agree to promptly give written notice to Broker in the event of your bankruptcy or insolvency, and if you are not a natural person, of your reorganization, dissolution, termination, or other similar condition. If you are a natural person, you agree that your guardian will give Broker written notice of your incompetency and that your estate will give Broker written notice of your death. If your Account is a joint account with two or more owners, each person indicated in the title to the Account who executes this Agreement (referred to below as a “joint owner”) agrees to give written notice to Broker in the event of bankruptcy, insolvency, reorganization, incompetency, or death of any other joint owner.
- b. Broker may, before or after receiving notice of any of the conditions described in the preceding paragraph, commence any proceedings, require any documents, retain any portion of or restrict transactions in the Account or demand immediate repayment of any amounts owed to Broker as it deems advisable in its discretion to protect itself against any potential tax, liability, penalty, expense or loss. The person subject to the condition and the remaining joint owners, as well as the estate of any deceased joint owner and each surviving joint owner will be liable, jointly and severally, to Broker for: (i) any tax, liability, penalty, expense or loss in the Account resulting from the completion of transactions initiated prior to Broker’s receipt of a written notice of the condition, and (ii) any tax, liability, penalty, expense or loss incurred in the liquidation of the Account or the adjustment of the interests of the joint owners, and (c) any other obligations owing with respect to the Account.

- c. If your Account is a joint account with two or more owners, then any tax, liability, penalty, expense or loss becoming a lien against or payable out of the Account as the result of any of the conditions described above or through the exercise of any power by a trustee or the representatives of an estate, will be chargeable against the interest of the remaining joint owners or surviving joint owners as well as the interest of the estate and the beneficiaries of the estate.

### **31. Termination of Account; Dormant Accounts/Escheat.**

- a. You may at any time close your Account by giving us written notice in the manner specified in Section 34. Before closing your Account, however, you first must repay any Debit Balances, pay Broker all charges that you owe to Broker and settle any other obligations, and Broker must receive all Securities and Other Property for which the Account is short and all funds to pay in full for all Securities and Other Property for which the Account is long. If permitted, you may terminate any optional features of your Account in the same manner. Broker may at any time, with or without notice to you, terminate your Account or any of its features, or change their nature, composition or availability. Termination of the Account or of any feature will be effective immediately or at a later time if so specified in the applicable supplement, except that the relevant parts of the Agreement and of any applicable supplement will remain in effect with respect to all transactions and other obligations then outstanding. Upon termination of your Account, Broker may at any time and in its sole discretion liquidate your assets and deliver the proceeds thereof (less any amounts owed to Broker) to you.
- b. Broker may automatically close accounts with zero balances. You will remain responsible for all charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination. A final disbursement of assets from the Account may be delayed until any remaining issues have been resolved. If the Account has a balance of less than \$100 and no account activity has occurred for a 6-month period, you authorize Broker to sell the securities in the account, send a check for all the proceeds and any other cash to your address of record, and close the Account.
- c. The Account is intended for residents of the United States. Broker may close your Account pursuant to this Section 31 if you move to a foreign jurisdiction.
- d. Broker will endeavor to return to you any sums payable to you which are delivered to Broker after your Account has been closed. However, please be advised that Broker may in its discretion charge additional administrative fees following termination of your Account and that de minimis sums payable to you may be subject to such fees.
- e. Funds, securities and/or other property held in any dormant account may escheat to the State of California under applicable California law or to another appropriate state, generally being the state of the last known residence or domicile of the account holder. A dormant account under California law is an account for which there has been no customer contact for the time period specified thereby, but under the laws of other states longer or shorter time periods or inactivity criteria may apply.

### **32. Power and Authority; Joint Ownership.**

- a. If you are a natural person, you represent that you are at least 18 years of age and the age of majority in your jurisdiction and you are competent to enter into this Agreement and perform your obligations under it. If you are a legal entity, including a corporation, partnership, estate or trust,

you represent that you have all necessary power and authority to execute and perform this Agreement and that the execution and performance of this Agreement will not cause you to violate any provisions in your charter, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument. You further represent that this Agreement, as amended from time to time, is your legal, valid and binding obligation, enforceable against you in accordance with its terms. You and any agents authorized by you to act on your behalf through an access or trading authorization accepted and approved by Broker will be the only authorized users of the brokerage and other services under this Agreement.

- b. If there is more than one Account holder, the legal ownership of the Account will be as designated on the account application. If no designation is made, each Account holder directs Broker to establish the Account as joint tenants with rights of survivorship. Each owner of a joint account is joint and severally liable for any obligations or liabilities resulting from one account owner's actions. This means, among other things, that Broker may enforce this agreement against all account owners or against any owner individually.
- c. State laws covering joint or community property vary by state, and joint ownership of the Account may not be available in all states for legal or other reasons. Accordingly, you are responsible for verifying that the joint ownership is valid in your state.
- d. If your Account is a joint account with two or more owners, each joint owner agrees that each joint owner will have authority on behalf of all of the joint owners to deal with Broker as fully and completely as if each was the sole owner of the Account, all without notice to the other joint owner(s). Notwithstanding the foregoing, each joint owner agrees that Broker may, at its sole discretion: (i) require joint instruction from some or all of the joint owners before taking action under this Agreement; and (ii) if Broker receives instructions from any joint owner that are, in Broker's opinion, in conflict with instructions received from any other joint owner, comply with any of these instructions and/or advise each joint action as to any of these instructions until it receives instructions from any or all of the joint owners that are satisfactory to it. Notice provided by Broker to any joint owner will be deemed notice to all joint owners. Each joint owner further agrees that it, he or she will be jointly and severally liable for the Account with each other joint owner.
- e. If you are not a natural person, each of the persons accepting this Agreement on your behalf represents that he or she acting alone has full power and authority to deal with Broker on your behalf without notice to you, any other joint owner or any other undersigned person.
- f. If you have a joint or entity account, you agree that we may consider the investment experience of any account holder as determinative of the investment experience of the account as a whole (even when that investment experience is not shared with other account holder), including when deciding whether to extend to the account certain account features, products, services or recommendations, except where inconsistent with Applicable Law. Certain investments may be limited to accounts where each account holder meets specified investment experience or eligibility requirements.
- g. Each owner of a joint account may act as if he or she were the sole owner of the account, with no further notice or approval necessary from any joint owner. However, when it deems necessary, Broker reserves the right to require, at any time, the written consent of all account owners and/or authorized persons before acting on an instruction from any account owner or authorized person.

- h. Broker is legally considered to have fulfilled an obligation to the account if Broker fulfills it with respect to just one account owner. This means, for example, that if Broker provides notice to one account owner then Broker has provided notice to all account owners. As noted above, unless Broker has received written notice to the contrary, Broker has no obligation to question any instruction of a joint account owner (or authorized person) that appears to be authentic, or to let other owners know about any changes an owner has made to the account.
- i. For joint tenants with rights of survivorship and tenants by the entirety, the entire interest in the account generally goes to the surviving account owner(s) upon the death of the other account owner, on the same terms and conditions as set forth herein. For tenants in common, a deceased account owner's interest (which equals that of the other account owner(s) unless specified otherwise) goes to that account owner's legal representative. Tenants in common are responsible for maintaining records of the percentages of ownership.

### **33. Disclaimer of Liability.**

- a. **Limitation of Liability.** To the extent permitted by law, Broker shall not be liable for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) ("Losses") by or with respect to the Account or Online Services, except to the extent that such Losses are actual Losses proven with reasonable certainty, are not speculative, are proven to have been fairly within the contemplation of the parties as of the date hereof, and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Broker's gross negligence or willful misconduct and without limiting the generality of the foregoing, Broker will not be liable for any indirect, special, incidental or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable). In addition, Broker will not be liable for lost income or otherwise, if Broker fails automatically to invest cash balances or automatically redeem shares of a money market fund or bank deposit account in connection with the cash sweep feature described in Section 8.

In the event an action or inaction by Broker results in an error in your Account not otherwise covered by specific error provisions in this Agreement, Broker will generally seek to put you in the economic position you would have been had the error not occurred. In such circumstances, you authorize and direct Broker to move positions purchased or sold in error out of your Account or cash credited to you in error out of your Account in order to remedy the error. Generally, errors resulting in de minimis losses or gains may not be corrected.

- b. **Indemnification.** Broker shall have no liability for and you agree to reimburse, indemnify and hold Broker, its affiliates and their partners, directors, officers and employees and any person controlled by or controlling Broker harmless from all expenses (including legal expenses and reasonable attorneys' fees), losses or damages that result from: (a) your or your agents' misrepresentation, act or omission or alleged misrepresentation, act or omission, (b) Broker following your or your agent's directions or failing to follow your or their unlawful or unreasonable directions, (c) any of your actions or the actions of your previous broker, and (d) the failure by any person not controlled by Broker to perform any obligations to you.

- 34. **Force Majeure.** Broker shall not be liable for (i) force majeure or other events beyond the control of Broker, including without limitation any failure, default or delay in performance resulting from computer or other electronic or mechanical equipment failure, unauthorized access, theft, operator errors, government restrictions, exchange or market rulings or suspension of trading, strikes, failure of common

carrier or utility systems, severe weather or breakdown in communications not reasonably within the control of Broker or other causes commonly known as “acts of god”, whether or not any such cause was reasonably foreseeable, or (ii) general market conditions unrelated to any violation of this Agreement by Broker.

**35. SIPC and Other Insurance Coverage.**

- a. Broker is a member of the Securities Investor Protection Corporation (referred to below as “SIPC”). SIPC currently protects SIPC-eligible assets (i.e., cash and mutual funds) in your Accounts when aggregated with all other accounts held by you in the same title and capacity at Broker up to a maximum of \$500,000, of which \$250,000 (subject to inflation adjustments within the determination of SIPC) may be in cash. This account protection does not cover any decline in value of investments, or the market risks associated with investing. Positions that are held away are not in the custody or control of Broker, nor are they covered by SIPC [or any additional insurance secured by Broker]. You may obtain information about SIPC, including the SIPC Brochure and information about which assets are eligible for SIPC protection by contacting SIPC at (202) 371-8300 or visiting their website at [www.sipc.org](http://www.sipc.org). Any free credit balance held in your Account is held by you with the anticipation of investment in securities.
- b. Cash balances in your Account that are swept to Deposit Bank are not covered by SIPC, and instead are insured by the FDIC up to applicable limits (currently, \$250,000 of aggregate deposits at the same Deposit Bank in the same right deposit category, e.g., single, joint, IRA). Your cash balances that are swept into Deposit Bank may be aggregated with any other deposits in the same deposit category you hold at the same Deposit Bank for purposes of the FDIC insurance coverage limit. If your total funds on deposit at the Deposit Bank exceed the applicable FDIC insurance limit, funds in excess of the limit will not be deemed to be FDIC-insured. **BROKER IS NOT RESPONSIBLE FOR MONITORING THE AMOUNT OF YOUR AGGREGATE AMOUNT OF DEPOSITS IN DEPOSIT BANK TO DETERMINE WHETHER IT EXCEEDS THE LIMIT OF AVAILABLE FDIC INSURANCE. YOU AGREE THAT YOU ARE RESPONSIBLE FOR MONITORING YOUR TOTAL DEPOSITS AT DEPOSIT BANK (INCLUDING AMOUNTS IN OTHER ACCOUNTS AT THE DEPOSIT BANK HELD IN THE SAME RIGHT AND LEGAL CAPACITY) TO DETERMINE WHETHER YOU ARE FULLY COVERED BY FDIC INSURANCE WITH RESPECT TO YOUR DEPOSITS AT DEPOSIT BANK.** For information on FDIC deposit insurance, please visit [www.fdic.gov](http://www.fdic.gov).

**36. Applicable Rules and Regulations; Compliance with Laws.**

- a. Your Account and any transactions executed through your Account will at all times be subject to U.S. federal and state laws, rules and regulations of any regulatory body, self-regulatory organization or authority to which Broker or the activity described herein is subject including without limitation the Securities and Exchange Commission, rules and regulations of the Financial Industry Regulatory Authority (“FINRA”) and any clearing agency (collectively, “Applicable Law”). You agree to use your Account only in accordance with Applicable Law. In no event will Broker be obligated to effect any transaction Broker believes would violate Applicable Law and Broker may cancel any such transactions or liquidate or repurchase securities purchased or sold in such transactions at your sole expense if such transactions are deemed to have violated, or be in violation of, any Applicable Law.
- b. You represent that you are in compliance with all applicable legal, tax, and other financial disclosure obligations to which you are subject relating to this account or the assets therein. You understand and acknowledge that Broker does not provide legal, tax or accounting advice. Please consult your

own advisors regarding your specific circumstances before engaging in any transaction.

- c. You agree to notify Broker in writing if any of the following occur: (i) you are, or become during the term of this Agreement, an employee or other “associated person” of a stock exchange, a member firm of an exchange or FINRA, a municipal securities dealer, or broker or any Broker “affiliate;” (ii) if you are, or later become, an “affiliate” or “control person” with respect to any security held in the Account; or (iii) if any transactions in the Account regarding securities whose resale, transfer, delivery, or negotiation must be reported under state or federal laws. If you are, or later become, an “associated person” of a member firm of an exchange or FINRA, you represent that you have obtained consent of the “employer member,” and authorize Broker, upon request by an employer member, to transmit copies of confirmations and statements, or the transactional data contained therein, with respect to the Account.
- d. You represent that you will ensure that all transactions in the Account will comply with all applicable laws and regulations, and any insider trading policies that may apply to you as an employee or “affiliate” of the issuer of a security, and understand that any transaction subject to special conditions may be delayed until those conditions are met.
- e. You acknowledge that Broker does not solicit offers to buy or sell securities, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction. If you or another individual associated with the Account resides outside the U.S., Broker may at any time in its sole discretion terminate that relationship, or modify your rights to access any or all account features, products or services.

37. **Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law or legal process, that determination will not affect the validity of the remaining provisions of this Agreement.

38. **Governing Law.** This Agreement will be governed and interpreted by the laws of the State of California without reference to the conflict of laws rules, except as superseded or pre-empted by applicable Federal law.

39. **Notices.** All communication to you pursuant to this Agreement shall be sent to the email address set forth during account opening by you unless you designate otherwise in writing. Such communications shall be deemed given when delivered by electronic transmittal and shall be effective immediately upon the date acknowledged by return receipt. Notice may be given to the Broker by visiting [www.aspiration.com] and logging in to your account. Notice regarding fees is given to the Broker by making changes to the Account Dashboard. Notice regarding other account details, such as bank instructions and address, is given by making changes to the Settings page. Notice is considered received by the Broker at the time changes are made on [www.aspiration.com.]

40. **Termination and Survival.** This Agreement may be terminated with or without cause upon not less than thirty (30) days written notice by either party to the other (unless the parties mutually agree to any shorter period of notice). Such termination will not, however, affect the liabilities or obligations of the parties under this Agreement arising from transactions initiated prior to such termination. Upon termination of this Agreement, Broker is under no obligation to recommend any action with regard to the securities or other assets held in the Account. The following provisions shall survive the termination of this Agreement: sections 3, 5, 16, 21, 27, 33, 38, 39, 43, 46, 47. Broker may terminate this Agreement without notice if you are in breach of this Agreement.

41. **Entire Agreement.** This Agreement represents the entire agreement between the Broker and you with



respect to the subject matter of this Agreement.

42. **Waiver and Modification.** You agree that Broker may change the terms of this Agreement by giving you notice of the new terms. You agree that you and your Account will be bound by the changes through any subsequent use of your Account, or if you do not close your Account, within fifteen (15) calendar days of being notified of the changes. Except as specifically permitted in this Agreement, no provision of this Agreement will be deemed waived, altered, modified or amended unless agreed to in writing by Broker. Broker's failure to insist on strict compliance with this Agreement or any other course of conduct on our part will not be deemed a waiver of Broker's rights under this Agreement.
43. **Successors and Assigns.** You agree that this Agreement will, as applicable, be binding upon your heirs, personal representatives, successors, assigns and agents. This Agreement will inure to the benefit of Broker and its successors, assigns and agents. You may not assign your rights and obligations under this Agreement. Any unauthorized assignment will have no legal effect. Broker may assign any of its rights and obligations under this Agreement to any of its affiliates or successors upon written notice.
44. **No Third-Party Beneficiaries.** Neither party intends for this Agreement to benefit any third party not expressly named in this Agreement.
45. **Waiver and Counterparts.** The waiver by you or Broker of a breach of any provision or condition of this Agreement shall not operate, or be construed, as a waiver of any other breach or an assent to a failure to comply with a condition or provision. This Agreement may be executed in any number of counterparts by you, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.
46. **Sovereign Immunity or Similar Defense.** If you are entitled to claim sovereign immunity or a similar defense, you hereby waive all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment (both before and after judgment) and execution to which you might otherwise be entitled in any action or proceeding in the courts of the United States or of any other country or jurisdiction relating in any way to your account and agree that you will not raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.
47. **Binding Arbitration.**
  - a. **This Agreement contains a predispute 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 typically includes 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. You agree to settle by arbitration any controversy between you and Broker arising out of or relating to this Agreement or your use of the Account. The arbitration will be conducted in accordance with the rules then in effect for the Financial Industry Regulatory Authority. The award of the arbitrator or a majority of the arbitrators, as the case may be, will be final, and judgment upon the award rendered may be entered in any court having jurisdiction.
- c. 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:
  - a) the class certification is denied; or
  - b) the class is decertified; or
  - c) 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.

This Agreement contains a predispute arbitration clause located on pages 25 to 26, section 47.

**Electronic Signature:**

**YOU WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE CLICKING "I AGREE" OR OTHER SIMILARLY WORDED BUTTON. IF YOU HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, YOU WILL CALL BROKER AT 1-800-683-8529. YOU UNDERSTAND THAT CLICKING "I AGREE" IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT, AND YOU WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT BROKER RESERVES THE RIGHT TO AMEND, MODIFY OR TERMINATE THIS AGREEMENT AT ANY TIME OR FROM TIME TO TIME IN ACCORDANCE WITH SECTIONS 40 AND 42 HEREOF, WITH REVISED TERMS POSTED ON BROKER'S WEBSITE. YOU AGREE TO CHECK THE BROKER WEBSITE REGULARLY FOR UP-TO-DATE INFORMATION ABOUT BROKER'S SERVICES AND THEIR ASSOCIATED FEES AND CHARGES. YOU UNDERSTAND THAT ANY SUCH CHANGES WILL BE EFFECTIVE IMMEDIATELY UNLESS YOU ARE OTHERWISE NOTIFIED. YOU ALSO UNDERSTAND THAT BY CONTINUING TO MAINTAIN YOUR ACCOUNT, YOU ARE ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS UNTIL SUCH TIME AS ALL OBLIGATIONS TO BROKER HAVE BEEN FULLY DISCHARGED AND YOUR ACCOUNT IS CLOSED AT YOUR REQUEST OR IN BROKER'S SOLE DISCRETION.**