Customer Agreement

Between Coinbase Capital Markets Corporation, Member FINRA/SIPC, and Customer

This Customer Agreement ("Agreement") sets forth the terms and conditions under which Coinbase Capital Markets Corporation ("CCM," " we," "us," and "our"), a U.S. broker-dealer acting as an introducing broker, will open and maintain one or more brokerage accounts for you ("you," "your," "Customer") for the purpose of online retail trading in U.S. equity securities. **By opening, funding, or using an account, by placing or authorizing orders, or by clicking to accept, you agree to be legally bound by this Agreement, including the predispute arbitration agreement in Paragraph 32 below**.

This Agreement is effective as of the date you accept it electronically or otherwise and supersedes any prior agreements governing the same account(s), except where expressly stated otherwise.

By entering into this Agreement, you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement you acknowledge receipt of our Customer Relationship Summary, Business Continuity Statement, CCM Use and Risk Disclosures (Appendix A), Extended Hours Trading Disclosure (Appendix B), Fractional Shares Trading Disclosure (Appendix C), FINRA Public Disclosure Program (Appendix D), which are incorporated into this Agreement or incorporated by reference. You also acknowledge receipt of the Privacy Notice, our Rule 607 disclosure provided at onboarding, and the notice of the existence and general terms of the Clearing Agreement entered into between us and Apex Clearing Corporation ("Apex"). These and additional terms can be found at https://coinbase.com/ccm.

1. Definitions and Relationship

As used throughout this Agreement, the following terms have the following meanings.

Account means each brokerage account you open with us, including any options account, margin account, subaccounts or features, such as cash management.

Applicable Law means all applicable U.S. federal and state laws, rules, and regulations, including those of the Securities and Exchange Commission ("SEC"), Financial Industry Regulatory Authority ("FINRA"), Securities Investor Protection Corporation ("SIPC"), and any securities exchanges or self-regulatory organizations.

Brokerage Services means CCM brokerage products and services offered to customers which include, but are not limited to facilitating customer account opening, order entry and trade executions by connecting customers to our Carrying Broker.

Business Day means any trading day on which the U.S. national securities exchanges are open for business.

Carrying Broker means the clearing and carrying broker with which we have a fully disclosed clearing arrangement under FINRA Rule 4311 that provides custody, clearance, settlement, books and records, statements and confirmations, and certain operational services. Apex is our Carrying Broker.

Brokerage Site means coinbase.com/ccm, coinbase.com, CCM's APIs, the CCM mobile application, or any other CCM website.

You appoint CCM as your broker to handle your orders and account servicing and to introduce your Account and transactions to the Carrying Broker for execution, clearance, and settlement. All of your orders are self-directed. We do not recommend any investments or investment strategies, we are not your investment adviser and do not provide fiduciary, discretionary, tax, or legal advice unless expressly agreed in writing under a separate advisory agreement.

2. Account Opening

2.1 Eligibility. You represent and warrant on a continuing basis that: You are at least eighteen (18) years old and have capacity to enter into this Agreement. By opening your Account you agree and represent that you have opened your Account and you will use your Account only for yourself, and not on behalf of any third party, unless you have obtained prior written approval from CCM.

2.2 Customer Representations. You represent and warrant that you will promptly notify us if you are, or become, an officer, director, 10% shareholder, control person, or otherwise an affiliate of an issuer, or if any transactions involve securities that are restricted or control securities (including pursuant to Securities Act Rules 144 or Rule 145). You agree not to effect transactions in restricted or control securities unless you have complied with all legal requirements and provided documentation reasonably requested by CCM or the Carrying Broker, including opinions of counsel, legend removal instructions, and seller's representations. CCM, in its sole discretion, may refuse to process, or may place restrictions on, such securities or transactions until requirements are satisfied.

2.2.2 OFAC Representations. You represent and warrant that you are not, and have not been, designated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) as a "Specially Designated National" or blocked person. You further represent and warrant that you have no reason to believe that you would be considered a blocked person, and that you are not acting as an agent of any such blocked person. You understand that CCM will comply with economic sanctions administered by OFAC. You understand and agree that CCM may restrict your ability to enter orders or otherwise transact in your Account in order to comply with regulatory restrictions, trading halts, government sanctions, and government orders.

3. Account Verification

3.1 Identify Verification. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. By opening an Account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

3.2 Consent to Access, Processing and Storage of Your Personal Data & Identity Verification. During Account verification, or at any other time deemed necessary by CCM, you agree to provide us with the information we request for the purposes of identity verification, providing Brokerage Services to you, and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number) and in some cases (where permitted by Applicable Law), special categories of personal data, such as your biometric information. You consent to us accessing, processing and retaining any personal information you provide to us for the purpose of us providing Brokerage Services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your personal information if we reasonably believe it is necessary in order to comply with Applicable Laws. In providing us with this or any other information that may be required, you confirm that the information is accurate and authentic. You agree to keep us updated if any of the information you provide changes. **You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.** We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. Further, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to CCM or its service provider for as long as you have an Account, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy (https://coinbase.com/ccm) for more information on how we process your personal data and the rights you have in respect of this. Furthermore, by submitting this Account Application, you authorize us to provide information about you and your Account to the Carrying Broker, as necessary, and the Carrying Broker in its discretion may obtain your Account documentation directly from you.

4. No Recommendations or Investment Advice

4.1 No Advice. CCM provides retail investors with a self-directed brokerage app to enter orders to buy or sell exchange-listed stocks, exchange-traded funds ("ETFs"), and options. For the avoidance of doubt, CCM does not recommend investments or investment strategies or provide investment, tax, or legal advice, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. CCM may provide educational information about equity securities in order to assist users in learning more about such equity securities. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on the Brokerage

Site or any such third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the Brokerage Site's content as such. CCM does not recommend that any equity security should be bought, sold, or held by you. CCM will not be held responsible for the decisions you make to buy, sell, or hold any equity security based on the information provided by CCM. You also acknowledge that neither CCM nor our affiliates guarantee the accuracy, currency or completeness of any such general information that may be accessed by you through the use of our Brokerage Services.

4.2 No Recommendations. You understand that CCM, or persons action on CCM's behalf, is not providing investment advice or recommendations (as defined under Securities Exchange Act of 1934 Rule 15l-1) or acting as an investment adviser with respect to your Account or any particular security, transaction, investment strategy, order, or other matter connected with your Account. All of your orders are self-directed and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance.

5. Electronic Delivery

5.1 Electronic Delivery. Because your Account is only online and all of your transactions will be effected online, as a condition for opening an Account, you agree and consent to accept electronic delivery, either via the Brokerage Site, via email, or any other electronic means we may utilize, of all forms of communications and Account documents, which include notices, contracts, disclosures, current and future account statements, trade confirmations, prospectuses, offering circulars, and supplements for securities you purchase, including, without limitation, preliminary and final prospectuses, free-writing prospectuses, term sheets, roadshow materials and other offering documents relating to public offerings made available to you through the Brokerage Site, proxy materials and all other forms of shareholder communications, tax-related documents, and any other information, documents, data, and records regarding your Account, the Electronic Delivery Consent, and the agreements and disclosures governing the services delivered or provided to you by CCM or any other parties documents, communications, notices, contracts, and agreements arising from or relating to your use of the Website, the App, or any product or service we offer. You may withdraw your consent at any time. If you withdraw your consent following the approval of your application, CCM has the right to restrict and/or immediately close your Account and terminate your access to our services. If you decide to withdraw your consent, the legal effectiveness, validity and/or enforceability of any prior electronic delivery of your Account documents and communications will not be affected.

5.2 Electronic Delivery Consent Agreement. You represent that you have received and reviewed the Electronic Delivery Consent that identifies the scope of your consent, obligations to keep current your contact information, hardware and software required to receive and access electronic documents and communications and potential costs associated with electronic delivery. You understand that by agreeing to open and maintain an Account, you consent to electronic delivery of all documents and communications associated with your Account. Without limiting the Electronic Delivery Consent, you acknowledge that to receive and access these electronic communications, including preliminary and final prospectuses and other offering materials made available via the Brokerage Site, you must have, and maintain, access to: an internet-enabled device (such as a computer or mobile device) with a current,

commercially-supported web browser; an active email address, software capable of viewing PDF and HTML documents; and sufficient storage or printing capability to retain copies of such documents for your records.

6. Clearing and Custody

6.1 Clearing and Custody. You understand that as an introducing broker, CCM does not handle cash and does not directly execute trades. Your cash is held by Coinbase Inc., and governed by the Coinbase User Agreement (https://www.coinbase.com/legal/user_agreement/united_states). All securities in your Account are cleared and carried by the Carrying Broker. CCM has entered into a clearing agreement with the Carrying Broker whereby CCM will introduce your Account to the Carrying Broker, and the Carrying Broker will clear all transactions on a fully-disclosed basis. You understand that the Carrying Broker carries your Account and is responsible for the clearing and bookkeeping of transactions but is not otherwise responsible for the conduct of CCM.

6.2 Instructions. You agree that for as long as you maintain an Account with us, the Carrying Broker may accept from CCM, without inquiry or investigation, (i) orders for the purchase or sale of securities for your Account, and (ii) any other instructions concerning your Account.

6.3 Hold Harmless. You agree further to hold CCM and the Carrying Broker harmless from and against any losses, costs or expenses arising in connection with any actions taken by the Carrying Broker in accordance with this provision. You understand and agree that CCM is not responsible and will not be liable for the Carrying Broker's actions. You understand and agree to resolve any disputes you have with the Carrying Broker directly.

6.4 Securities Lending. CCM has made the Carrying Broker's fully-paid securities lending ("FPSL") program available to eligible CCM customers. If you are eligible and agree to enroll in the Carrying Broker's FPSL program, the Carrying Broker may lend securities held in your Account to other broker-dealers or investors seeking to borrow the securities. To enroll, you must agree to the Carrying Broker's Master Securities Lending Agreement. If you participate in the FPSL program and your securities are lent out, you will earn a loan fee which is a percentage of the net proceeds received by the Carrying Broker in connection with the loaned securities. CCM will split the remainder of the net proceeds with the Carrying Broker. You also understand that you may receive cash payments in lieu of dividends associated with your securities when the securities are on loan. Cash payments might not receive the same tax treatment as qualified dividends and are typically subject to a higher tax rate than the preferential rate for qualified dividends. You understand that there are risks involved with securities lending, and you acknowledge that prior to enrolling in the FPSL program you have received and reviewed the Carrying Broker's Securities Lending Disclosures.

7. Security

7.1 Password Security. You are responsible for creating a strong password and maintaining security and control of any and all electronic devices, IDs, email addresses, passwords, hints, personal identification numbers (PINs), API keys or any other codes that you use to access the Brokerage Services. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that we may send you. **You should never**

allow remote access or share your computer and/or computer screen with someone else when you are logged on to your Account. CCM will never under any circumstances ask you or your Trusted Contacts for your passwords, 2-factor authentication codes, or to screen share or otherwise seek to access your computer or account. CCM is not liable for any loss that you may sustain due to the compromise of your account login credentials or resulting from your use of the Trusted Contacts feature. CCM is also not liable for your failure to follow or act on any notices or alerts that we may send to you.

7.3. Trusted Contact. In order to comply with industry regulations (FINRA Rule 4512), CCM asks Customers for trusted contact information. A trusted contact is someone who we can get in touch with and disclose information about your account to address possible financial exploitation, confirm specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted. A Trusted Contact is not authorized to enter transactions in your account or withdraw funds. Upon account opening, you will be presented with a few next steps to complete your account set-up. You will be provided the opportunity to add your trusted contact in that final account setup. You are responsible for ensuring that any Trusted Contacts you appoint are individuals that you know personally and trust, that you are able to contact them if and when you need to take certain actions, and that you keep your designated Trusted Contacts up to date. Any loss or compromise of the foregoing information, your personal information, and/or actions taken by your Trusted Contacts may result in unauthorized access to your Account by third-parties and the loss or theft of any funds or securities held in your Account and any associated accounts, including your linked bank account(s) and credit card(s).

7.2. Security Breach. If you suspect that your Account or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or CCM (collectively a "Security Breach"), you must notify CCM Support immediately at https://help.coinbase.com or (888) 908-7930 and provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce or manage any Security Breach. Prompt reporting of a Security Breach does not guarantee that CCM will reimburse you for any losses suffered or be liable to you for any losses suffered as a result of the Security Breach.

7.3. Computer Viruses. We shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from CCM. Always log into your Account(s) through the Brokerage Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

7.4 Prompt Review of Confirmation and Statements. You agree to promptly review all confirmations and statements electronically delivered to you and notify us within ten (10) Business Days in writing if:

(i) You receive confirmation of an order you did not place;

(ii) You receive a confirmation with inaccurate information pertaining to an order you placed or execution you received; or

(iii) You fail to receive confirmation of an order you initiated as having been received or executed. Further, you agree to immediately notify us if you become aware of any loss, theft, or unauthorized use of your password, authentication method(s), account number(s); or any unauthorized use of CCM's products, services or provided Market Data.

8. Order Handling and Payment For Order Flow

8.1 Order Handling. You will use the Brokerage Site to place orders or provide instructions. All orders you submit are subject to prevailing market conditions, system availability, size and price limitations, exchange rules, and Applicable Law. We route orders for execution to Carrying Broker which will manage the execution of the orders in other market venues such as a national securities exchange, alternative trading system or executing broker-dealer (collectively "third-party market centers"). The Carrying Broker may have relationships with third-party market centers and may receive compensation, rebates, or other benefits in connection with your transactions, as disclosed.

8.2 Best Execution. CCM routes all of your orders to the Carrying Broker, which will manage the execution of those orders. CCM regularly and rigorously reviews the execution quality provided by the Carrying Broker to evaluate whether executions are consistent with our best-execution obligations.

8.3 Payment for Order Flow. SEC Rule 607 requires registered broker-dealers to disclose their policies regarding the receipt of payment for order flow in connection with the routing of certain customer orders. Payment for order flow is any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker or dealer from any broker or dealer, national securities exchange, registered securities association, or exchange member in return for the routing of customer orders by such broker or dealer to any broker or dealer, national securities exchange, registered securities association, or exchange member for execution. CCM routes customer orders in equity securities to the Carrying Broker for execution. The Carrying Broker will then route customer orders to third-party market centers for execution. The Carrying Broker will receive payment for order flow from the third-party market centers and may share a portion of that remuneration with us. Further details are described in our Rule 606 reports, available at coinbase.com/ccm.

8.4 Clearly Erroneous Policy. A "clearly erroneous" transaction is an execution of an order that was entered in error (e.g., in terms of price, quantity or symbol) and at a price substantially away from, or inconsistent with, the prevailing market for that security at the time of execution. CCM reserves the right, to be exercised at its discretion, to modify the terms of, or to cancel, transactions that it determines to be the result of clearly erroneous orders placed by a Customer or the result of inaccurate market data. Please refer to the FINRA Rule 11890 Series https://www.finra.org/rules-guidance/rulebooks/finra-rules/11890 for additional information concerning clearly erroneous transactions and filings. In addition, if the SEC, an SRO, or other applicable

regulatory body determines that an executed trade is clearly erroneous or must otherwise be cancelled, CCM, in coordination with the Carrying Broker, will be required to cancel the trade and will not be able to honor the executed price, any price guarantee or other terms associated with such trade.

8.5 Order Routing Disclosure. Rule 606 of Regulation NMS requires broker-dealers to publish quarterly reports on their routing of non-directed orders in listed stocks, NASDAQ stocks and listed options. These reports also include information about CCM's relationship with certain market centers to which it routes orders. CCM's Rule 606 reports can be found at coinbase.com/ccm. Detailed information about the routing and execution of customer's orders, including the market centers to which customer's orders were routed, whether such orders were directed or nondirected orders, and the time of the transactions, if any, that resulted from such orders, is available upon request.

9. Market Data

9.1 Receipt of Market Data. You understand that CCM obtains Market Data from national securities exchanges, information processors, and other markets and/or market participants (collectively referred to as "Market Data Vendors") that transmit and make available Market Data. CCM may charge a fee for providing you access to Market Data. You understand and agree that your receipt of Market Data does not constitute a recommendation or solicitation by CCM for the purchase or sale of any securities. You understand and agree that each Market Data Vendor has and asserts a proprietary interest in all Market Data it supplies. You understand and agree to use Market Data only for your personal, non-business use and you represent that you are a Nonprofessional Subscriber of Market Data. You understand and agree that you will not provide or redistribute Market Data to any third party or entity. You understand and agree that Market Data Providers may enforce the terms of this Agreement directly against you.

9.2 Market Data Vendor Agreements. For certain types of Market Data, our Market Data Vendor(s) require us to include specific terms and conditions in our agreements with you, or cause you to enter into specific agreements, prior to you obtaining or being provided access to their Market Data. Specific terms required of a Market Data Vendor or Market Data Vendor agreement are incorporated in this Agreement as a CCM Market Data Addendum. Receipt and use of Market Data are subject to the terms of this Agreement as well as to CCM Market Data Addendum. By agreeing to this Agreement, opening an Account, or accessing any services from CCM, you agree to the CCM Market Data Addendum.

9.3 No Warranty. We believe the Market Data we receive to be reliable. However, the accuracy, sequencing, completeness, and timely receipt of the Market Data is not guaranteed either by us or by the Market Data Vendor. CCM makes no warranty of any kind, express or implied, regarding Market Data it provides. You understand and agree that neither CCM nor a Market Data Vendor will be liable for any losses arising out of or relating to any inaccuracy, defect, or omission in Market Data or interruptions in the availability of Market Data.

9.4 Termination of Market Data Services. You further understand and agree that CCM may, at any time and for any reason, without notice to you, to the extent permissible under Applicable Law, (i) terminate or otherwise restrict your access to any or all Market Data services provided

by the Market Data Vendors for nonpayment of fees or other reasons; and/or (ii) require that you purge any or all Market Data provided by the Market Data Vendors.

10. Cash Account

10.1 Payment and Delivery. You agree to pay for all purchases you make in your Account by settlement day. When you place a buy order, you represent that you do not intend to sell the security you purchase before paying for it and that you will not use the proceeds of the sale of the security to pay for the purchase of the security. We or the Carrying Broker may require an equity deposit or full payment by you before we accept your order. When you sell long securities, you must own the securities when you place the order and you agree to deliver the securities by settlement date.

10.2 Satisfaction of Obligations and Liabilities. In order to satisfy your obligations or liabilities to us, our affiliates or the Carrying Broker, you authorize Carrying Broker or CCM, in our complete discretion and without prior demand or notice to you, to instruct Carrying Broker, or for Carrying Broker, to sell or otherwise liquidate all or any part of the securities or other property held in your Account(s) if funds or securities are not timely provided. We may instruct Carrying Broker to set off, liquidate, or transfer assets among your Accounts to satisfy obligations or liabilities, including to satisfy any margin requirements, or otherwise protect our interests. You acknowledge that we and Carrying Broker have the right to demand payment on any debit balance and Carrying Broker reserves the right to collect the amount directly from you. You are responsible for any losses, costs, or fees arising from late payment, returned transfers, or failures to deliver. Carrying Broker shall look solely to CCM unless otherwise directed by CCM, and not to you, with respect to any such liquidation orders or instructions; except that you understand that Carrying Broker will prepare and electronically deliver confirmations, statements, and other notices with respect to an Account directly to you with copies to CCM, and that Carrying Broker may look directly to you or CCM for delivery of payment, or securities, as applicable.

10A. ACH and Electronic Funds Transfers; Provisional Credits; Reversals

Funding. By initiating transactions, you authorize the Carrying Broker to initiate ACH debits and credits and any necessary reversing entries to your Coinbase Inc. account and the corresponding, underlying custodial bank account in accordance with NACHA rules and Applicable Law. You can deposit funds into your Coinbase Inc. account from a valid bank account via ACH transfer, wire transfer, or other supported payment method. Your cash balance is in a pending state and may not be credited to your Account until after the bank transfer has cleared, usually within five (5) Business Days. We may debit your linked bank account as soon as you initiate a deposit.

11. Cash Management Program

11.1 Authorized Transfer Instructions. As part of our cash management program, you provide a standing instruction to Carrying Broker, which you authorize us to transmit to the Carrying Broker on your behalf, that instructs the Carrying Broker to transfer any free credit balances in your Account, including free credit balances derived from sale proceeds, cash dividends and interest, to Coinbase Inc. to an account for the benefit of customers to be held pursuant to your

agreement with Coinbase Inc. and a standing instruction to the Carrying Broker to receive funds from Coinbase Inc. to pay for any securities purchased for your Account. Whenever you place a buy order, you are authorizing the Carrying Broker to receive cash payment from Coinbase Inc. to pay for the trade and every time you place a sell order you are authorizing the Carrying Broker to deliver any free credit balance resulting from the cash proceeds of the sale to Coinbase Inc. You further authorize us to communicate to Coinbase, Inc. your instructions to temporarily reserve or restrict cash held in a Coinbase, Inc. account for your benefit in connection with pending securities purchases, including in connection with any conditional offers to buy submitted through CCM's IPOs program (Section 15), and for us or Carrying Broker to instruct Coinbase, Inc. to release or apply such reserved amounts as necessary. **You understand that by opening your Account you are agreeing to the above terms.**

11.2 Money Movement. The movement of your free credit balances from the Carrying Broker to Coinbase Inc. and the movement of cash from Coinbase Inc. to Carrying Broker, as applicable, will be performed via overnight transfer operations and be done on an aggregated, net basis, which aggregates and nets all cash deliveries and receipts owed between Carrying Broker and Coinbase Inc. on a given Business Day to arrive at a single cash payment that either the Carrying Broker must transfer to Coinbase Inc. or that Coinbase Inc. must transfer to the Carrying Broker. **Once your free credit balances are transferred from the Carrying Broker to Coinbase Inc., you lose SIPC protection.**

12. Fractional Shares

12.1 Fractional Shares. CCM via our Carrying Broker may facilitate trading in fractions of a share ("Fractional Shares") of a security. The Carrying Broker may then subsequently custody your Fractional Shares in your Account. You acknowledge and understand that the Carrying Broker will hold quantities of Fractional Shares up to five (5) decimal places. You further understand that we or the Carrying Broker may limit the securities eligible for Fractional Share trading. Additionally, In connection with any fractional share component of any purchase or sale transaction, the Carrying Broker (or its affiliate) will generally act as a counterparty and will execute that portion of the trade as principal or riskless principal.

12.2 Rights of Fractional Share Ownership. You understand that by owning Fractional Shares you may have different rights from those who own full share interests in the same security:

- Fractional Shares may not be transferred to another broker-dealer. Should you seek to transfer your holdings to another broker-dealer, any Fractional Shares held by you will not be transferred and instead will be liquidated for cash prior to transfer. The timing of such liquidation will be at the discretion of the Carrying Broker.

- CCM Customers will not have voting rights for any of the fractional shares held in their Account, will not be able to make voluntary elections on any corporate action including, without limitation, any tender offers or rights offerings with respect to such fractional Shares, and the Carrying Broker, via CCM cannot provide CCM Customers any other shareholder documentation for any holdings of less than one share.

- Fractional Shares are eligible to receive payment of dividends or shares of commensurate value. Based upon relevant, event specific requirements, holders of Fractional Shares may also be eligible to participate in stock splits, mergers or other mandatory corporate actions.

- Neither CCM nor the Carrying Broker can guarantee that there will be a market for Fractional Shares in an equity security.

12.3 Proxy Materials; Issuer Communications; Corporate Actions

12.3 (a) Delivery of Proxy Materials and Issuer Communications. You authorize us and the Carrying Broker to forward proxy materials and issuer communications and to solicit voting instructions consistent with SEC and FINRA rules.

12.3 (b) Corporate Actions. The securities in your Account may be subject to mandatory and voluntary corporate actions. A voluntary corporate action will require you to make an election prior to CCM's cut off date to indicate if and how you want to participate. For voluntary corporate actions, we will, where practicable, provide you with the subject materials and set reasonable response deadlines. We may, but are not obligated to, notify you of any upcoming expiration or redemption date. CCM will not act on your behalf without instruction from you. CCM may take an action on your behalf without your specific instructions except as required by regulatory authorities and Applicable Law. You understand and acknowledge that failure to provide us with an instruction prior to the cut off date will result in no action being taken as part of the voluntary corporate action or may result in default treatment per the issuer's terms. You understand that you are solely responsible for knowing the rights, terms, and obligations of all securities purchased, sold and maintained in your Account including, but not limited to, mandatory and voluntary corporate actions. You further understand that by owning certain securities you may be granted valuable rights which may expire unless you take specific action. You agree that neither CCM nor the Carrying Broker are liable for any losses associated with the expiration of rights arising out of or relating to your failure to act or to give instructions to CCM or the Carrying Broker to act on your behalf.

13. Fees, Commissions and Taxes

13.1 Fees and Commissions. CCM fees, and other charges applicable to your Account are set forth in our CCM Fee Schedule, available on coinbase.com/ccm and incorporated by reference in this Agreement. We may, at our discretion, modify our fee schedule at any time, with or without notice, and modifications are effective as of the designated effective date. Your continued use of our CCM products and services will evidence your consent to any modifications to the fee schedule. You agree to promptly pay all commissions, charges, or fees, as may be applicable to your Account. You further agree to pay any transfer, ACATS, wire, paper statement, voluntary corporate action processing, and other service fees as disclosed. You authorize CCM to instruct the Carrying Broker to automatically debit your Account for all such amounts without further notice.

13.2 Taxes. Users are solely responsible for reporting and paying any applicable taxes arising from transactions using our Brokerage Services, and acknowledge that CCM does not provide investment, legal, or tax advice governing these transactions. You understand that the Carrying Broker shall report information with respect to your transactions, payments, transfers, or

distributions made by or to you with respect to your activities using our Brokerage Services to a tax or governmental authority to the extent such reporting is required by Applicable Law. The Carrying Broker also shall withhold taxes applicable to your transactions or to payments or distributions made or deemed made to you to the extent such withholding is required by Applicable Law. From time to time, CCM shall ask you for tax documentation or certification of your taxpayer status as required by Applicable Law, and any failure by you to comply with this request in the time frame identified may result in withholding and/or remission of taxes to a tax authority as required by Applicable Law. You authorize the Carrying Broker, at its sole discretion, to employ any procedures to achieve compliance with any withholding obligations the Carrying Broker may believe it has. You should conduct your own due diligence and consult your own tax advisors before making any decisions with respect to equity securities transactions.

13.3 Tax Reporting. You certify, under penalty of perjury, your taxpayer status and provide IRS Form W-9 or W-8 as applicable, and you will update certifications upon request. We and/or the Carrying Broker will report transactions and income to you and the IRS as required. You understand and agree to our cost basis and lot relief methods unless you make timely specific-lot elections consistent with IRS rules.

14. Customer Communications

14.1 Delivery of Communications. We will direct communications to you by posting them on the Brokerage Site, emailing them to you at the primary email address listed in your CCM profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification. It is your responsibility and you agree to keep current the email address, physical address and telephone number associated with your Account. You agree to promptly review all communications electronically delivered to you, including but not limited to confirmations, account statements, and notices. You agree to notify us, in writing, of any inaccuracy or error within ten (10) calendar days for trade confirmations and within ten (10) calendar days for account statements.

14.2 Recording and Monitoring Communications. We may record and monitor all communications between you and CCM and retain such records consistent with Applicable Laws.

15. Initial Public Offerings (IPOs)

15.1 Overview

From time to time, CCM may make available a self-directed initial public offering access program ("**IPOs**") that allows eligible Customers to submit orders to purchase shares of equity securities in certain initial public offerings (collectively, "**IPO Shares**") at the applicable public offering price. Participation in IPOs is entirely optional and is offered as part of the Brokerage Services described in this Agreement. IPOs is provided subject to share availability and at CCM's sole discretion. CCM does not guarantee that any particular offering, security, or issuer will be made available to you, that any conditional order you submit will be accepted, or that you will receive any allocation of IPO Shares.

All activity in connection with IPOs is self-directed. IPOs does not change CCM's role as a self-directed broker-dealer, and nothing in this Section 15 shall be construed as a recommendation, solicitation, or provision of investment, tax, or legal advice with respect to any IPO, any security, or any investment strategy. You remain solely responsible for determining whether any IPO or related transaction is appropriate for you in light of your investment objectives, financial circumstances, and risk tolerance.

15.2 Eligibility; Regulatory Requirements

General Eligibility. To participate in IPOs, you must: maintain an approved brokerage Account with CCM in good standing, and be approved to trade U.S. equity securities; satisfy any eligibility criteria, minimum funding, or other conditions that CCM or the issuer, lead underwriter, or selling group may require for a given offering; and timely complete any additional onboarding, questionnaires, acknowledgments, certifications, or consents that CCM requires for IPOs. CCM may, in its sole discretion and without liability, determine whether you are eligible to participate in a particular offering and may decline or limit your participation at any time. For each IPO in which you submit a conditional order to buy, you represent and warrant that you (and any account over which you have beneficial ownership or control) are not a "restricted person" as defined in FINRA Rule 5130 and are otherwise eligible to participate in that offering under FINRA Rules 5130 and 5131.

FINRA "Restricted or Covered Person" and Related Certifications. Your eligibility to participate in IPOs is subject to applicable laws, rules, and regulations, including without limitation the general prohibition on a "restricted person" or "covered person" purchasing new issue securities and "spinning" under FINRA Rules 5130 and 5131, respectively, and any successor rules. You agree to provide complete and accurate information, and to make such certifications as CCM may reasonably require, regarding: whether you, or any person or account over which you have beneficial ownership or control, is a "restricted person", "covered person" or otherwise ineligible to participate in a particular IPO; and any affiliations, relationships, or circumstances that may limit or prohibit your participation in an offering. You agree to promptly update your information upon any change to your ability to participate in IPOs as provided under FINRA Rules 5130 and 5131.

Suitability and Risk Acknowledgments. CCM may require you to complete one or more IPO-specific attestations or acknowledgments (including, without limitation, acknowledgments regarding the unique risks and volatility associated with IPO investing). CCM may condition, limit, or deny your participation in IPOs based on your responses or failure to respond, or where CCM determines in its sole discretion that participation would be inconsistent with your stated investment profile or Applicable Law. For the avoidance of doubt, completion of any such attestation or acknowledgement does not constitute a recommendation or suitability determination by CCM.

Right to Suspend or Terminate Access. CCM may, at any time and in its sole discretion and without prior notice, suspend, restrict, or terminate your access to IPOs (or to any particular offering) for any reason, including but not limited to failure to satisfy eligibility or certification requirements, suspected or actual violation of this Agreement or Applicable Law, operational or

risk management considerations, or at the request or direction of a regulator or the Carrying Broker.

15.3 Conditional Offers to Buy; Order Mechanics

Conditional Offers to Buy. In order to request IPO Shares through IPOs, you must submit a conditional offer to buy or similar instruction ("**Conditional Offer to Buy**" or "**COB**") through the Brokerage Site in such form and within such timeframes as CCM may require. A COB represents the maximum number of IPO Shares you are willing to purchase in the offering at the final public offering price (or, where available, at or below a limit price that you specify), subject to any additional terms disclosed to you for that offering. To submit a COB, you must have sufficient buying power in your account held with Coinbase, Inc. to cover the maximum potential cost of a COB at the time of COB submission.

Prospectus Delivery and Required Review. Before submitting or confirming a COB, CCM will deliver to you the most recent preliminary prospectus, via electronic communication or by any other means that we may specify, and provide you with access to the registration statement, and any other offering materials required to be delivered or made available under Applicable Law, and you will have an opportunity to review such materials. You acknowledge and agree that prior to submitting or confirming your COB, you received and reviewed the applicable preliminary prospectus and received access to the registration statement or other offering materials; and you are not relying on CCM or any of its affiliates for the content of such materials. By participating in CCM's IPOs, you consent to receive all offering material, including any related preliminary or final prospectus and other offering documents and notices electronically in accordance with Section 5 (Electronic Delivery) and Section 14 (Customer Communications). CCM may, to the extent required by Applicable Law, restrict or decline COBs submitted after certain cut-off times in order to ensure that required offering materials have been made available for the minimum periods required.

Confirmation and Conversion to Firm Order. Your COB will not become a firm order until the Securities and Exchange Commission has declared the registration statement effective and the final price has been communicated, and, where required by Applicable Law, you affirmatively confirm your COB during a specified confirmation window. If you fail to confirm your COB within the designated time, CCM will not accept your COB. Once confirmed, your COB will become a firm, irrevocable order to purchase IPO Shares at the public offering price (or, where applicable, at or below your specified limit price), subject to allocation and the other terms of this Agreement and Applicable Law.

Cash Holds and Funding. By placing a COB, you agree that you authorize and instruct us to provide Coinbase, Inc. instructions to temporarily reserve or restrict cash to an account held pursuant to your agreement with Coinbase, Inc., as required, in an amount up to the maximum potential purchase amount associated with your COB, which may be calculated by reference to the high end of the indicative price range plus a reasonable buffer, inclusive of any applicable taxes, fees, or charges ("Funding Hold"). By placing a COB you are authorizing CCM to communicate your Funding Hold instructions to Coinbase, Inc. Cash subject to a Funding Hold will remain in a Coinbase, Inc. account held for your benefit and owned by you. If you cancel,

withdraw or modify your COB prior to CCM accepting the COB, CCM will instruct Coinbase, Inc. to release the Funding Hold in full, or modify the Funding Hold in a corresponding amount to the new maximum potential purchase amount associated with your COB. Coinbase, Inc. will maintain the Funding Hold while your COB remains eligible for execution.

No Guarantee of Execution or Timing. You understand and agree that submitting or confirming a COB does not guarantee that the issuer's registration statement will be declared effective, your COB will be accepted by CCM, or that you will receive any allocation of IPO Shares, or any particular number of IPO Shares. The timing of pricing, effectiveness, allocation, and commencement of trading on the secondary market is determined by the issuer, underwriters, listing exchange, and other third parties, and is outside CCM's control.

Modification and Cancellation of COBs. You may modify or cancel a COB at any time prior to the end of the applicable confirmation window. After the close of the confirmation window and your COB is confirmed, the COB becomes a firm, irrevocable order and may not be modified or cancelled, except to the limited extent required by Applicable Law or permitted by CCM.

15.4 Allocation; Oversubscription; No Guarantee of Shares

Limited Supply; Oversubscription. IPOs are frequently oversubscribed, and the number of IPO Shares available for allocation to CCM and its customers is often limited. Only a small percentage of an offering may be made available to retail investors, and CCM may receive fewer shares from the underwriters than the aggregate number of IPO Shares requested by its customers. You understand and agree that you may receive fewer IPO Shares than the amount specified in your COB, or no IPO Shares at all, regardless of when your COB was submitted or confirmed.

Allocation Methodology. You authorize CCM, in its sole discretion and consistent with Applicable Law and any applicable issuer or underwriter instructions, to determine the method used to allocate IPO Shares among eligible customers. Without limiting the foregoing, CCM may allocate IPO Shares using one or more of the following factors, in such combinations and weightings as CCM deems appropriate: size and terms of your COB; your overall relationship with CCM, including assets, activity, and tenure; your prior participation in, and behavior with respect to, prior offerings and other CCM products and services (including, without limitation, whether you have historically held or quickly sold new issue allocations); operational constraints or requirements imposed by the issuer, underwriters, selling group, Carrying Broker, or market infrastructure; your overall relationship with the issuer and its affiliates (including, without limitation, whether you have historically engaged with the issuer or the issuer's products or services) and any other non-discriminatory factors CCM reasonably determines are appropriate to promote fair access, manage risk, and comply with Applicable Law. CCM may allocate IPO Shares on a random, pro rata, tiered, algorithmic, or other basis, and may treat similarly-situated customers differently within the bounds of Applicable Law.

No Fiduciary Obligation; No Liability for Allocation Outcomes. You acknowledge that neither CCM nor the Carrying Broker owes you any fiduciary duty with respect to IPOs or allocation decisions. CCM will not be liable for any losses, opportunity costs, or damages

(including without limitation lost profits) arising out of or relating to (i) the number of IPO Shares allocated or not allocated to you, (ii) any differences in allocations among customers, or (iii) any subsequent performance of IPO Shares allocated or not allocated to you, except to the limited extent required by Applicable Law or expressly provided in this Agreement.

15.5 Flipping Policy; Restrictions on Future Participation

Definition of Flipping. For purposes of this Agreement, "**Flipping**" generally means selling, transferring, or otherwise reducing your net long position in IPO Shares allocated to you through IPOs within thirty (30) calendar days after the first date on which the IPO Shares begin trading on the secondary market. Flipping may include, without limitation, selling IPO Shares, entering into short sales or other offsetting transactions, or transferring IPO Shares or beneficial interests to another account or person (other than de minimis or inadvertent transfers, as determined by CCM in its reasonable discretion).

Consequences of Flipping. You understand and agree that while CCM will not prohibit you from selling IPO Shares allocated to you, CCM discourages Flipping and may impose consequences on customers who Flip, including, without limitation: restricting or suspending your ability to participate in future IPOs offerings for a period of time; reducing the size or likelihood of your allocations in future offerings; considering your Flipping history as a negative factor in CCM's allocation methodology; and taking such other actions as CCM reasonably deems necessary or appropriate to comply with issuer, underwriter, or regulatory requirements or to manage its relationships and risk. CCM may modify its Flipping policies, thresholds, lookback periods, and associated consequences from time to time in its sole discretion, consistent with Applicable Law and consistent with any requirements imposed by issuers or underwriters.

No Waiver of Other Rights. The Flipping policy and consequences described in this Section 15.5 are in addition to, and not in limitation of, any other rights or remedies CCM or the Carrying Broker may have under this Agreement or Applicable Law, including the right to restrict or close your Account in accordance with Section 16 (Prohibited Activity; Suspension, Termination, and Cancellation) of this Agreement.

15.6 Fees, Concessions, and Other Compensation

Customer Fees. At this time, CCM does not charge a separate commission, markup, or specific fee to you solely for participating in IPOs or for the execution of a purchase of IPO Shares through IPOs. Your purchase price for IPO Shares will be the public offering price per share set by the underwriters for that offering. You remain responsible for any other fees, charges, or costs that may apply to your Account or transactions under Section 13 (Fees, Commissions and Taxes) of this Agreement (for example, account maintenance fees, wire fees, or other standard service fees). CCM reserves the right to introduce or modify fees or charges applicable to IPOs in the future, subject to notice to you as required by Applicable Law and as provided under Section 23 (Amendments). Any such fees will be disclosed in the CCM Fee Schedule or other disclosures on the Brokerage Site and are incorporated by reference into this Agreement.

Concessions and Third-Party Compensation. In connection with IPOs, CCM will receive compensation from issuers, lead underwriters, selling group members, or other third parties, including without limitation selling concessions, distribution fees, expense reimbursements, or other forms of remuneration, which may be based on the number of IPO Shares sold to CCM's customers or other factors. Any such compensation is paid by the issuer or underwriters and does not change the public offering price you pay for IPO Shares. You acknowledge that such compensation may create conflicts of interest for CCM. By engaging in CCM's IPOs you consent to CCM receiving such compensation.

Taxes. You are solely responsible for any taxes arising from your participation in IPOs, including but not limited to any taxes due on dividends, interest, distributions, or gains attributable to IPO Shares. CCM and/or the Carrying Broker may report transactions and income to you and to taxing authorities as required by Applicable Law and may withhold taxes where required. You should consult your own tax advisor regarding the tax consequences of participating in IPOs.

15.7 Additional IPO Risk Disclosures

Without limiting Section 19 (Common Risks) and the CCM Use and Risk Disclosures (Appendix A), you acknowledge and agree that investing in IPOs and other new issue offerings involves significant additional risks, including but not limited to the following:

1. **Speculative and Volatile Investments.** IPO Shares are often issued by companies with limited operating histories, unproven business models, concentrated ownership, or significant debt. The market price of IPO Shares may be extremely volatile and may fluctuate widely in response to news, market conditions, or trading activity. There is no guarantee that an active or liquid market will develop or be sustained for IPO Shares.

2. **Price and Performance Risk.** The public offering price is determined by the issuer and underwriters and may not be indicative of the price at which IPO Shares will trade on the secondary market. IPO Shares may trade below the public offering price shortly after the offering or at any time thereafter, and you may lose all or a substantial portion of your investment. Any initial price appreciation may be temporary and may reverse in whole or in part.

3. **Allocation and Liquidity Risk.** You may not receive the number of IPO Shares you request, or any IPO Shares at all, and you may be unable to purchase additional shares at or near the offering price in the secondary market. Conversely, you may receive a larger allocation than you expect and be exposed to greater risk as a result. IPO Shares may be subject to trading halts, price limits, or other market protections that affect your ability to buy or sell.

4. **Margin and Short Sale Restrictions.** IPO Shares will not be eligible for margin borrowing or short selling for a period of time after the offering, and any such eligibility is subject to the policies of CCM, the Carrying Broker, and Applicable Law. You should assume that purchases of IPO Shares must be fully paid in cash and that you may not rely on margin credit to finance such purchases.

5. **Issuer- and Deal-Specific Risks.** Each IPO is subject to risks specific to the issuer, its industry, its capital structure, and the terms of the offering (including, for example, any dual-class share structures, lock-up arrangements, directed share programs, or variable interest entity structures). You are responsible for reviewing the applicable preliminary and final prospectus, registration statement, and any other offering materials for each IPO and for understanding the specific risks, rights, and obligations associated with IPO Shares before submitting or confirming a COB.

6. **No Liability for Underwriter or Lead Manager Operational Errors.** Customer acknowledges that all IPO allocations, pricing, share deliveries, and settlements are managed, executed, and finalized by third-party underwriters, managers, or syndicates and the Carrying Broker. CCM does not control, and shall have absolutely no liability to Customer for, any operational errors, trade execution mistakes, registration anomalies, incorrect clearing account entries, settlement delays, or failures to deliver shares caused by such third-party underwriters, managers, or their affiliates.

By participating in IPOs, you represent that you have carefully considered these and other risks, have reviewed the relevant prospectus, available offering materials, and disclosures for each offering, and understand that IPO investing is speculative and may not be appropriate for all investors. CCM does not guarantee the performance of any IPO Shares or the success of any issuer, and past performance of other IPOs or securities is not indicative of future results.

16. Prohibited Activity; Suspension, Termination, and Cancellation

16.1 Prohibited Unlawful Activity. CCM prohibits any activity which would violate, or assist in violation of, any law, statute, ordinance, regulation, or sanctions programs administered in the countries where CCM conducts business, including but not limited to OFAC or which would involve proceeds of any unlawful activity; publishing, distributing or disseminating any unlawful material or information is prohibited.

16.2 Prohibited Abusive Activity. CCM prohibits any actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Brokerage Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Brokerage Site, other Accounts, computer systems or networks connected to the Brokerage Site, through password mining or any other means; use Account information of another party to access or use the Brokerage Site, except in the case of specific merchants and/or applications which are specifically authorized by a user to access such customer's Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of CCM.

16.3 Prohibited Manipulative Activity. You agree not to engage in manipulative or deceptive trading practices, including but not limited to spoofing, layering, pre-arranged trading, wash trading, marking the close, excessive messaging, quote stuffing, or other conduct prohibited by Applicable Law, rules or regulations. You will not use any means to access our Brokerage Site except through the interfaces we expressly authorize. You also agree not to evade any

restrictions on participation in public offerings, including but not limited to restrictions under FINRA Rules 5130 and 5131. We may throttle, restrict, or terminate any access that threatens our Brokerage Site or market stability. We may review your Account activity for fraud, market abuse, or for compliance purposes and may file required reports in accordance with Applicable Law without notice to you. You understand that we may at any time, in our sole discretion and without prior notice to you: (i) prohibit or restrict your access to the use of our Brokerage Services or Market Data and your ability to trade through our Brokerage Site; (ii) refuse to accept or execute any of your transactions; (iii) cancel any of your transactions; (iv) prohibit or restrict the trading of securities held in your Account; (v) restrict your Account to liquidation-only; (vi) restrict your ability to deposit or withdraw funds; and (vi) terminate your Account.

16.4 Suspension and Termination. CCM may suspend, restrict, or terminate your access to any or all of the Brokerage Services, and CCM and/or the Carrying Broker may deactivate or cancel your Account(s), with immediate effect for any reason at its sole discretion and is under no obligation to disclose the details of its decision to take such action with you. You acknowledge that CCM's decision to take certain actions, including limiting access to, suspending, or closing your Account for any reason in our sole discretion, may be based on confidential criteria that are essential to CCM's risk management and security protocols. You will remain liable for all obligations incurred in your Account, pursuant to this Agreement, or otherwise, whether arising before or after termination. You may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of your Account. If we terminate this Agreement or we or the Carrying Broker close or deactivate your Account, you agree that we are authorized to instruct the Carrying Broker to liquidate, or the Carrying Broker is authorized to liquidate, any property, send you any net proceeds, and close your Account. This is without limitation to our other rights under this Agreement or otherwise. We nor the Carrying Broker will not be responsible for any losses caused by the discontinuation or closing your Account or any services, or any liquidation of your property or closure of your Account, including any tax liabilities.

16.5 Closure. You may close your Account(s) at any time by visiting https://help.coinbase.com. You will not be charged for closing your Account(s), although you will be required to pay any outstanding amounts owed to CCM. You authorize us to cancel or suspend any pending transactions at the time of account closure. CCM may discontinue or change any product, service, or feature, in its sole discretion, at any time. You agree that we may transfer you to a product or service that is reasonably similar to the discontinued or changed product or service, to the extent such product or service exists. We will provide you with prior notice of material changes, discontinuation, or the transfer related to a product, service, or feature, to the extent required or applicable.

17. Order Cancellations and Corrections

17.1 Order Cancellations. You acknowledge that it may not be possible to cancel a market or limit order once you have placed it, and you agree to exercise caution before placing all orders. Any attempt you make to cancel an order is deemed a request to cancel such order. While we may instruct the Carrying Broker to cancel the order, neither we nor the Carrying Broker will be held liable if we are unable to cancel the order before it is executed.

17.2 Corrections. We may instruct the Carrying Broker or the Carrying Broker may correct transactions and entries to address errors, breaks, or systems issues, including exchange and clearing breaks. If you receive funds or securities due to an error, you agree to return them on demand. We may take any lawful action to reverse erroneous credits to your Account.

18. Margin; Margin Interest; Liquidation

18.1 Margin Account

CCM facilitates eligible CCM customers to purchase securities on margin, or enter into short sales, through a margin account (a "Margin Account") offered and carried by Carrying Broker. To the extent you elect and are approved for a "Margin Account", your Margin Account permits you to borrow funds, in accordance with Applicable Law, to purchase or carry eligible securities in your Account. You understand that the Margin and Short Account Agreement is between you and Carrying Broker, and not CCM.

You understand that Carrying Broker may extend you margin in connection with your Margin Account and will be provided by Carrying Broker in accordance with our fully disclosed clearing arrangement. You understand and agree that you are liable for the full amount of all debit balances and other obligations arising in your Margin Account and agree to repay all such amounts on demand.

Unless you expressly designate a sell order as a "short sale" at the time the order is entered, all sell orders submitted by you will be deemed and treated as long sales. You represent and agree that you are responsible for properly marking any sell order a short sale if you do not own the securities being sold or if the sale is otherwise required to be treated as a short sale under Regulation SHO or any successor rule.

You understand that Carrying Broker is authorized to borrow such securities as necessary to make delivery for your short sale, and you agree to be responsible for any loss you may thereby sustain, or which you may sustain as a result of Carrying Broker's inability to borrow such securities or are unable to deliver the security in a timely manner.

Margin is not available for all customers or all account types. Margin is currently available only for eligible non-retirement individual brokerage accounts and only for long positions in eligible U.S. equity securities. Your approval for a Margin Account is at our and Carrying Broker's discretion and may be conditioned on additional eligibility, verification, and risk-management criteria.

18.2 Margin Risks

Margin Accounts are not appropriate for all customers. We may determine based on eligibility criteria that a Margin Account is not appropriate for you. Nothing in this Agreement, any application or approval of your Margin Account, or any communication or other statement by us or our Representatives constitutes an investment recommendation or a recommendation to open

or use a Margin Account. CCM does not provide investment, tax, legal, or accounting advice in connection with your use of margin and are not acting as your investment adviser or fiduciary

By applying for or using a Margin Account, you acknowledge and agree that you have read, understand, and accept the terms set forth in Section 18 and that you have been provided and have reviewed the CCM Margin Risk Disclosure Statement, which includes a disclosure of credit terms in margin transactions. You understand that using margin involves a high degree of risk, including the possibility of losing more than the amount of funds you deposit in your Account. You are solely responsible for monitoring your Margin Account, including your positions, equity levels, and initial margin and margin maintenance.

Your continued use of margin after any change to this section, to our Margin Requirements, or to any related disclosures constitutes your acceptance of such changes.

18.3 Hypothecation

You understand and agree that by opening a Margin Account with Carrying Broker, within the limits of Applicable Law, all securities now or hereafter held by Carrying Broker in any Account for you, or deposited to secure the same, may be pledged, re-pledged, hypothecated, or re-hypothecated by Carrying Broker, separately or together with securities of other customers, for any amount due to Carrying Broker or for a greater amount, and for a period of time longer than the time for which such securities are pledged by you, and without retaining in Carrying Broker's possession or control a like amount of similar securities.

18.4 Margin Interest

Debit balances in your Margin Account will be charged interest on a daily basis in accordance with Carrying Broker's current margin interest rate and the CCM Margin Risk Disclosure Statement. Carrying Broker will share with us a portion of the interest on margin extended to you.

Margin interest rates, and the method Carrying Broker uses to compute and accrue interest and other margin-related charges, are disclosed in Carrying Broker's Margin Risk Disclosure Statement, which we make available to you. Interest on any debit balance in your Margin Account will accrue and compound on a daily basis. The Carrying Broker may change margin interest rates and other margin-related charges at any time, subject to Applicable Law and any applicable notice requirements.

By opening a Margin Account you agree to pay all accrued and compounded interest and authorize us to instruct Carrying Broker to debit your Account or instruct Coinbase, Inc. to debit cash in the account held on your behalf in satisfaction of such amounts without notice to you, as permitted by Applicable Law.

18.5 Margin Requirements; Margin Calls

You agree to maintain in your Margin Account such initial and maintenance margin levels as are required by Applicable Law (including, without limitation, Regulation T and FINRA Rule 4210) and by Carrying Broker's house margin policies, which may be more stringent than Applicable Law and may be changed at any time.

Without limiting the foregoing, you understand and agree that Carrying Broker will not extend you margin credit unless you maintain at least the minimum equity required by Applicable Law and Carrying Broker's policies. You understand and agree that you must at all times maintain equity in your Margin Account sufficient to meet Carrying Broker's margin requirements. If the market value of securities declines or your outstanding obligations increase, your Margin Account may no longer satisfy Carrying Broker's margin requirements. If at any time your Margin Account does not satisfy Carrying Broker's margin requirements, or if we or Carrying Broker otherwise determine that additional funds are required, we or Carrying Broker may issue a margin call requiring you to promptly deposit additional cash or margin-eligible securities, or to reduce or close positions, in the amount and in the form that we or Carrying Broker specify. You understand that we and Carrying Broker are not obligated to notify you of a margin deficiency, when we or Carrying Broker issue you a margin call, or wait for you to deposit additional funds before exercising any of our rights under this Agreement. Any demand or notice that we provide in one instance does not waive our right to act without notice in the future. To the fullest extent permitted by Applicable Law, we may instruct Carrying Broker or Carrying Broker may, at any time and without prior notice to you, and regardless of whether a margin call has been issued or satisfied (a) sell any or all securities held in your Account(s) (b) buy in any securities that are short in any of your Accounts, (c) cancel or close any open orders, and (d) otherwise reduce or close any positions or take any other action we or Carrying Broker deem necessary or appropriate to protect ourselves or to satisfy any obligation you owe to us of Carrying Broker.

You understand and agree that we and Carrying Broker may exercise these rights in our sole discretion, including as to timing, selection of securities or positions to be liquidated, method of sale, and sequence of transactions, and we are not required to consider your tax, investment, or other personal objectives. You understand that market conditions may make it difficult or impossible to liquidate your positions, or to do so at favorable prices. You remain responsible for any losses, costs, and expenses (including attorneys' fees and interest) that we or Carrying Broker incur in connection with any margin deficiency, liquidation, collection, or related actions.

18.6 Changes to or Termination of Margin Privileges

You acknowledge and agree that we may, in our sole discretion and at any time, with or without cause or prior notice to you (a) decline to open a Margin Account or facilitate the extension of margin credit by Carrying Broker; (b) reduce or eliminate your buying power; (c) change margin requirements; (d) restrict or suspend your ability to purchase or carry securities on margin; and/or (e) convert your Margin Account to a cash account and/or require you to promptly pay in full any debit balance and satisfy all obligations.

Your continued use of margin after any change to this section, including any change to margin requirements initiated by us or Carrying Broker, or to any related disclosures constitutes your acceptance of such changes.

18.7 Limited Purpose Margin Accounts

CCM may facilitate your ability to purchase securities with the use of unsettled sale proceeds through a Limited Purpose Margin Account ("LPM Account"). A Limited Purpose Margin Account is a Margin Account offered and carried by a Carrying Broker, but it does not have the features of a typical margin account. A LPM Account may only be used to allow you to sell a security, and before the cash proceeds settle, use such unsettled funds in the account. The LPM Account does not permit you to borrow funds, create a margin debit, short sell, or sell naked options. You may not withdraw any unsettled funds from your LPM Account. Neither CCM nor Carrying Broker will extend you any credit in an LPM Account.

It is your responsibility to ensure that sufficient assets are maintained in the LPM Account to cover all obligations within your Account. You agree that neither CCM nor the Carrying Broker is responsible for determining the suitability or appropriateness of your use of the LPM Account or unsettled sale proceeds, or any trades using unsettled sales proceeds.

If you create a short or debit position in an LPM Account, CCM and Carrying Broker reserve the right to immediately cover such positions with other assets in the account or hypotheticate assets according to Section 18.3. We reserve the right to refuse to settle any transaction in the LPM Account, and to cease offering you the LPM Account or liquidate positions in the LPM Account at any point without notice to you. For avoidance of doubt, you are responsible for any tax consequences as a result of your transactions in an LPM Account.

19. Indemnification; Right of Offset; Limitation of Liability

19.1 Release of Coinbase; Indemnification. If you have a dispute with one or more users of the Brokerage Services, you release CCM, its affiliates, the Carrying Broker and service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold CCM, its affiliates, the Carrying Broker and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

19.2 Payment of Indebtedness and Right of Offset

You shall at all times be liable for the payment upon demand of any obligations owing from you to CCM, and you shall be liable to CCM for any deficiency remaining in any Accounts in the event of the liquidation of any assets therein, in whole or in part, by CCM or by you; and you shall make payment of such obligations upon demand. You authorize CCM to recover amounts you owe, and to debit, charge or otherwise exercise a right of offset to recover funds from the balance in your Account, your external bank account, any account you own with Coinbase Inc. or any other affiliate of CCM, or any other payment instrument linked to your Account.

In the event that you have a negative balance or indebtedness in any account you own with an affiliate of CCM, you authorize CCM at our discretion and without notice to you, to settle any

and all such negative balances or indebtedness in any such account with an affiliate of CCM by liquidating or otherwise transferring any or all assets in your Account to our affiliate(s). We or our affiliate(s) may also charge any consequential loss to your Account. CCM may act at our discretion without regard to any tax or other consequences that you may face as a result of such actions. This authorization and/or right of offset shall survive termination of your Account and this Agreement.

YOU WILL BE LIABLE AND AGREE TO PROMPTLY PAY CCM THE AMOUNT OF ANY DEFICIENCIES IN YOUR CCM ACCOUNT THAT ARISE FROM OR REMAIN AFTER SUCH LIQUIDATION OR OTHER ACTION DESCRIBED ABOVE. CCM HAS NO LIABILITY FOR ANY LOSS SUSTAINED BY YOU IN CONNECTION WITH ANY SUCH LIQUIDATION (OR IF CCM DELAYS EFFECTING, OR DOES NOT EFFECT, SUCH LIQUIDATION). YOU SHALL REIMBURSE AND HOLD CCM HARMLESS FOR ALL ACTIONS, OMISSIONS, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES), OR LIABILITIES ASSOCIATED WITH ANY SUCH LIQUIDATION OR OTHER ACTION DESCRIBED ABOVE UNDERTAKEN BY CCM OR CARRYING BROKER.

19.3 Limitation of Liability; No Warranty. IN NO EVENT SHALL CCM, ITS AFFILIATES, AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (I) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE EQUITY SECURITIES ASSOCIATED WITH YOUR ACCOUNT AT THE TIME OF THE EVENT OR CIRCUMSTANCE GIVING RISE TO YOUR CLAIM OR (II) FOR ANY LOST PROFITS, LOSS OF GOODWILL OR REPUTATION, LOSS OF DATA, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE BROKERAGE SITE OR THE CCM SERVICES, OR THIS AGREEMENT, EVEN IF CCM HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF CCM'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT CCM FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE LESSER OF THE VALUE OF THE EQUITY SECURITY AT ISSUE IN THE TRANSACTION OR THE TOTAL VALUE OF THE EQUITY SECURITY ASSOCIATED WITH YOUR ACCOUNT, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES ARISING OUT OF OR RELATING TO EQUITY SECURITIES THAT ARE NOT SUPPORTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE CCM SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CCM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. CCM DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE BROKERAGE SITE, ANY PART OF THE BROKERAGE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. CCM DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE BROKERAGE SERVICES AND BROKERAGE SITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT CCM WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (I) ANY INACCURACY, DEFECT OR OMISSION OF EQUITY SECURITY PRICE DATA, OR ANY ERROR, DELAY OR INTERRUPTION IN THE TRANSMISSION OF SUCH DATA; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR WEBSITES, SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF OR ANY OF THE BROKERAGE SERVICES OR ANY WEBSITE OR SERVICE LINKED TO OUR WEBSITE; (III) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR WEBSITES, SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF OR ANY OF THE CCM SERVICES; OR (IV) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR CCM ACCOUNT.

19.4 Disclaimer of Liability for Third-Party Acts, Omissions, and Events Beyond Control

19.4.1 **No Liability for Third Parties.** Except as otherwise explicitly required by Applicable Law, neither CCM nor any of its affiliates, officers, directors, employees, or agents (collectively, the "CCM Parties") shall be liable for any financial losses, damages, costs, or expenses (including, without limitation, trading losses, lost profits, or missed opportunities) arising directly or indirectly from the acts, omissions, errors, defaults, insolvency, data or security breaches, or delays of any third party.

19.4.2 **Events Outside of CCM's Control.** The CCM Parties shall be entirely excused from, and shall bear no liability for, any failure or delay in performance, system downtime, transaction cancellation or rejection, or order execution failure resulting from any event or circumstance beyond their reasonable control.

20. Common Risks

Risks. Trading and investing in securities involves risk, including the possible complete loss of all funds invested, including losses exceeding your principal investment. Past performance of a

security or financial product does not guarantee future results or returns on investment. All investment decisions are your own and you shall not rely on any information provided by us or any information provided by our officers, directors or employees when making an investment decision. Before placing any order, it is your responsibility to evaluate whether the investment, strategy, and risks are suitable for your circumstances and risk tolerance. You acknowledge receipt and have read the CCM Use and Risk Disclosures (APPENDIX A).

21. Extended Hours Trading

Extended Hours Trading. Trading outside of regular market hours (i.e. between 9:30 a.m. and 4:00 p.m.) involves additional risks, including lower liquidity, wider spreads, increased volatility, unlinked markets, news announcements, and differing halt rules. Orders may be limited to certain types and venues. You acknowledge receipt of our Extended Hours Trading Disclosure (APPENDIX B), and agree to the terms governing such trading.

22. Privacy and Information Sharing

22.1 Personal Data. You acknowledge that you have received the CCM Privacy Policy and understand that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated individuals, in connection with this Agreement, or the Brokerage Services. Accordingly, you represent and warrant that: (i) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and such data are accurate, up to date and relevant when disclosed; (ii) before providing any such personal data to us, you have read and understood our Privacy Policy, and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and (iii) if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

22.2 Information Sharing. You agree and understand that where we disclose your personal data, it will be made in accordance with the terms of this Agreement or our Privacy Policy, as applicable. Consistent with our Privacy Policy, you understand and agree that CCM and its agents are authorized and may disclose information about your Account and your related activities to third parties.

23. Third-Party API Access

23.1 Overview; Definitions. From time to time, CCM may, in its sole discretion, make available application programming interfaces and related connectivity or integration tools (collectively, "CCM APIs") that permit certain third‑party applications, tools, services, or platforms (each, a "Third‑Party Application") to access information about, or submit instructions relating to, your Account. The CCM APIs together with any Third‑Party Applications that access your Account through such connectivity are collectively referred to as the "API Products".

For purposes of this Agreement:

(iv) "API Licensee" means any third party that is permitted by CCM to access CCM APIs or otherwise integrate with CCM systems in connection with the API Products.
(v) "AI Agent" means any artificial intelligence, machine-learning, automated decisioning or similar software agent, tool, or system (whether or not provided by an API Licensee) that you authorize to access information about, or submit instructions for, your Account through any API Products.

23.2 Your Authorization to Share Information and Permit Access. By choosing to connect any Third-Party Application or AI Agent to your Account, clicking or tapping "I agree," "Allow," "Connect," or any similar consent mechanism, or otherwise using any API Products in connection with your Account, you:

7. Authorize CCM, its Affiliates, and service providers to share with the applicable API Licensee and/or Third-Party Application such information relating to you and your Account, including personal information, as is reasonably necessary to enable the API Products you have selected, in each case as permitted by and subject to the Privacy Policy applicable to your Account and any separate consents you provide in connection with that Privacy Policy.
8. Authorize CCM to treat any instructions, orders, or requests (including, without limitation, orders to buy or sell securities, cancel or modify orders, move money, or otherwise direct activity in your Account) that CCM receives through any API Products using your credentials, tokens, keys, or other authentication methods as instructions, orders, or requests from you, and to act on them to the same extent as if you had communicated them directly to CCM through CCM's own channels.
9. Acknowledge that the security, availability, performance, and data-handling practices of any API Products are subject to the policies, procedures, and systems of the relevant API Licensees and Third-Party Applications, which may differ from, and may be less stringent than, those of CCM.

Your authorization under this Section continues until you revoke the applicable Third-Party Application or AI Agent's access using the tools CCM or the relevant Third-Party Application makes available or you close your Account, subject to CCM's and such third parties' rights to retain and use information as permitted by the Privacy Policy and their own policies.

23.3 Your Responsibilities. You acknowledge and agree that you are solely responsible for selecting and vetting any Third-Party Application, API Licensee, or AI Agent you choose to use; understanding and reviewing their terms of use, privacy policies, and any investment or other content they provide; and configuring any permissions, parameters, prompts, and controls you provide to such API Products.

You remain solely responsible for all investment decisions associated with your Account and all orders and other instructions submitted to CCM via any API Products, including any trades, transfers, or other transactions placed by an AI Agent, whether or not you subsequently review or approve such actions. Any and all such instructions submitted to CCM shall be treated as entered by you. You are solely responsible for reviewing and verifying all details of your instructions and transactions. You should review carefully all actions proposed by any API Products or AI agent.

You are responsible for maintaining the confidentiality and security of any credentials, tokens, API keys, device-level security, or other mechanisms used to enable API Products to access your Account. You must promptly revoke access and notify CCM if you believe any such mechanism has been compromised or misused.

You understand that when you access your Account or submit instructions through API Products (including via an AI Agent), CCM may be unable to display or deliver certain warnings, disclosures, confirmations, or error messages that would otherwise be presented if you interacted directly with CCM's own applications or website, and that you are responsible for monitoring your Account and transactions accordingly.

You understand that your use of API Products will limit CCM's ability to provide you information, warnings, disclosures, and or notifications that you may have otherwise received if you trade through CCM's app or website. You acknowledge that CCM will not make its market data feeds available to third parties.

You understand that orders submitted through your use of API Products may be rejected or cancelled, similar to orders placed through our App or Website. Furthermore, you understand that the order handling and execution of orders using API Products may vary from orders placed through our app or website.

23.4. Third-Party Services and Providers. The API Products or AI Agents may rely on or provide access to technology, content, or services operated by third parties (for example, cloud-infrastructure providers, LLM providers, or data vendors) ("**Third-Party Services**"). Your use of any Third-Party Service may be subject to additional terms, policies, or agreements with those third parties. You will comply with any applicable requirements or restrictions imposed by the Third-Party Services that we may communicate to you from time to time.

We do not control and are not responsible for Third-Party Services, including their availability, accuracy, security, or privacy practices. Any dealings you have with Third-Party Services while using the API Products are solely between you and those Third-Party Services. CCM is not liable for any damage or loss caused by or in connection with your use of or reliance on Third-Party Services.

23.5 No Advice; No Endorsement of Third Parties. You understand and agree that the existence of any CCM APIs, API Products, or connectivity between any Third-Party Application (including any AI Agent) and CCM systems does not constitute a recommendation by CCM to use any particular Third-Party Application, API Licensee, AI Agent, security, or investment strategy; or investment, tax, legal, or other advice by CCM.

CCM does not endorse or control and is not responsible for any API Licensee, Third-Party Application, AI Agent, or their products or services, or any content, data, research, recommendations, models, prompts, or strategies they provide. Any agreement you enter into with an API Licensee, Third-Party Application, or AI Agent is solely between you and that third party, and such third party—not CCM—is solely responsible for its products, services, and content.

23.6 Risks; No Warranties

You acknowledge that use of API Products (including AI Agents) involves risks, including but not limited to latency, delays, failures, or errors in the transmission of data or instructions between CCM and any API Products, orders or cancellation/modification requests not being received, being received late, being rejected, or not being executed at desired prices, outages, downtime, or security incidents affecting any API Products or CCM APIs, and errors or unintended behavior by AI Agents or other automated tools acting on your prompts or configurations. By enabling any API Products or AI Agents, you consent to and accept these risks, including those associated with CCM sharing information relating to you and your Account with API Licensees and Third‑Party Applications.

Any CCM APIs and related connectivity are provided "as is" and "as available", without any warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, or non‑infringement.

CCM makes no representations, warranties, or guarantees regarding the accuracy, completeness, timeliness, reliability, or availability of any data, information, market data, analytics, or other content made available by any API Products or the performance, functionality, or suitability of any API Products for any purpose.

23.7 Limitations on liability and indemnification. CCM, its affiliates, and the Released Parties (as defined below) shall not be liable to you for any losses (including, without limitation, trading losses, lost profits, loss of data, or any indirect, incidental, special, consequential, or exemplary damages) and you agree to indemnify and hold harmless the Released Parties for any and all claims arising out of or relating to:

- your use of, or inability to use, any API Products or AI Agents;
- any act or omission of any API Licensee, Third‑Party Application, or AI Agent; or
- any of the risks described in this Section,

except to the extent such losses result directly from CCM's breach of this Agreement or violation of Applicable Law. If you are obligated to indemnify CCM or its affiliates, we may, in our sole discretion, control the defense and settlement of the claim, and you agree to cooperate fully with that defense and settlement.

"**Released Parties**" means, collectively, CCM, its affiliates, and all third-party service providers, including without limitation LLM providers, cloud-infrastructure providers, data vendors, and any other technology or service providers whose products, services, or technology are used in connection with or made available through the API Products or AI Agents (each, a "**Third-Party Provider**" and collectively, "**Third-Party Providers**"), including all of the respective officers, directors, employees, agents, affiliates, successors, and assigns of the foregoing. References in these Terms to "Released Parties" are made expressly for the benefit of each such Third-Party Provider, and each Third-Party Provider is an intended third-party beneficiary of all disclaimers, limitations of liability, waivers, releases, and indemnification obligations set forth in these Terms to the same extent as CCM and its affiliates.

To the maximum extent permitted by applicable law, you hereby fully release, waive, and forever discharge each of the Released Parties from any and all claims, demands, causes of action, damages, losses, costs, and expenses (including attorneys' fees) arising out of or relating to your use of the API Products or AI Agents as described in the first sentence of this Section 21.7. This release is made expressly for the benefit of each Released Party, and each Third-Party Provider that is a Released Party is an intended third-party beneficiary of this release.

THE FOREGOING DISCLAIMERS ARE MADE FOR THE EXPRESS BENEFIT OF EACH OF THE RELEASED PARTIES, INCLUDING ALL THIRD-PARTY PROVIDERS. EACH RELEASED PARTY IS AN INTENDED BENEFICIARY OR, IN THE CASE OF THIRD-PARTY PROVIDERS, AN INTENDED THIRD-PARTY BENEFICIARY OF THIS SECTION AND MAY ENFORCE THESE DISCLAIMERS DIRECTLY. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE CONSTRUED TO DISCLAIM OR LIMIT LIABILITY FOR FRAUD, WILLFUL INJURY TO PERSON OR PROPERTY, OR A VIOLATION OF LAW (WHETHER WILLFUL OR NEGLIGENT) TO THE EXTENT SUCH DISCLAIMER OR LIMITATION IS PROHIBITED BY OTHER APPLICABLE LAW.

You acknowledge and agree that each Third-Party Provider (as defined in this Section) is an intended third-party beneficiary of this Agreement. Each Third-Party Provider may enforce these provisions and any disclaimers, limitations of liability, waivers, releases, and indemnification obligations set forth in this Agreement directly against you to the same extent as CCM and its affiliates without the need for any separate agreement between you and such Third-Party Provider. This Section is made expressly for the benefit of each Third-Party Provider and may not be amended or waived without the prior written consent of CCM.

No Third-Party Provider makes any representation or warranty, express or implied, to you regarding the technology or service made available through the API Products or AI Agents. All Third-Party Providers disclaim all warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, to the maximum extent permitted by applicable law.

23.8 CCM Rights to Suspend or Revoke Access. You agree that CCM may, at any time and in its sole discretion, suspend, limit, or revoke any Third-Party Application, AI Agent, API Licensee, or other API Product's ability to access your Account or use CCM APIs, in whole or in part, with or without prior notice to you, including for reasons such as:

- fraud, abuse, market integrity or conduct risk, operational or security risk, or suspected illegal activity;
- violations of this Agreement, the Privacy Policy, or CCM policies;
- changes in CCM's risk appetite, business strategy, or technical architecture; or
- to comply with Applicable Law or regulatory guidance.

Where practicable, CCM may (but is not obligated to) notify you if such access is suspended or revoked. You understand that, in the event of a disruption, suspension, or revocation of API

access, you may need to place orders or manage your Account directly through CCM's applications or website.

23.9 Intellectual Property; Permitted Use. You acknowledge and agree that:

- Ownership. All rights, title, and interest in and to the CCM APIs, CCM's systems and platforms, and any related documentation, content, or technology remain the exclusive property of CCM and its licensors. Your use of API Products does not grant you any ownership or other intellectual property rights in CCM APIs or CCM's technology.
- You will not use CCM's systems, APIs, code, or any other intellectual property ("CCM Code") for any purpose that violates any law or regulation, any underlying Market Data Agreement, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, contractual rights, or in any manner inconsistent with the Company's terms of use, privacy policy or this Agreement. Further, you will not publish, disseminate, or redistribute the CCM Code to any third party. You will not modify, translate, reverse engineer, decompile or disassemble API. You shall at all times conduct themselves with all due skill, care and diligence and in accordance with all applicable laws, enactments, orders, regulations, other similar instruments and any reasonable directions or instructions issued by CCM to you.
- Permitted use only. You may access your Account through API Products only for your own personal, non‑business use in connection with your Account and in compliance with this Agreement. You will not assign, transfer, grant access or use of, disclose or otherwise provide, in any form whatsoever, any content of CCM Code to any third party or display data electronically, except as provided in this section. You will not:
    - use CCM APIs to develop or operate a competing brokerage or trading platform;
    - reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any CCM APIs; or
    - circumvent or attempt to circumvent any technical, security, or rate‑limiting controls implemented by CCM.

24. Dormant or Abandoned Property

Unclaimed Property. If you hold funds or securities in your Account and CCM or the Carrying Broker have no record of you accessing the Brokerage Services for several years and we are unable to contact you, applicable law may require us to instruct the Carrying Broker to deliver any such funds and/or securities to the applicable state or jurisdiction as unclaimed property.

25. Amendments

Amendments. We may amend or modify this Agreement at any time by posting the revised agreement on the Brokerage Site and/or providing a copy to you (a "Revised Agreement"). The Revised Agreement shall be effective as of the time it is posted but will not apply retroactively. Your continued use of our Brokerage Services after the posting of a Revised Agreement constitutes your acceptance of such Revised Agreement. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Brokerage Services and close your Account.

26. Force Majeure

Force Majeure. In addition to any excuse provided by Applicable Law, CCM shall be excused from any delays, failures, interruptions, loss and/or liability for non-performance of this Agreement, arising, directly or indirectly, from any event beyond our control, whether or not foreseeable, including but not limited to, market disruptions, significant market volatility, systems failures, cyber incidents, communications outages, strike or other labor dispute, act of civil or military authorities, act of terrorists, civil disturbance, war, fire, accident, adverse weather, acts of God, pandemic, inability to secure transportation, governmental act or regulation, failure of any electronic communication system for the transmission of orders, interruption in telecommunications or Internet services or network provider services, failure of electrical power, failure of equipment and/or software, inability to obtain raw materials or other causes or events beyond our control, whether or not similar to those enumerated above.

27. Governing Law & Forum Selection

27.1 Governing Law. Except as otherwise provided in the Arbitration Agreement (Paragraph 32 herein), you and we agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern the Agreement and any dispute, except to the extent governed by the Federal Arbitration Act or other Applicable Law.

27.2 Forum Selection. Unless you and CCM agree otherwise, to the maximum extent permitted by Applicable Law, the state and federal courts in New York, New York will have exclusive jurisdiction over any dispute that is not subject to the Arbitration Agreement. Except as otherwise provided in the Arbitration Agreement, you and CCM consent to the exclusive jurisdiction of these courts and waive any objections as to: (1) personal jurisdiction or (2) the laying of venue in such courts because of inconvenient forum or any other basis or right to seek to transfer or change venue of any such action to another court.

28. Miscellaneous

28.1 Headings. The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

28.2 Non-Waiver of Rights. This Agreement shall not be construed to waive rights that cannot be waived under Applicable Laws. Our failure to insist upon or enforce strict performance by you of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of our right to assert or rely upon any such provision or right in that or any other instance.

28.3 Instruction Authorization. You authorize us to instruct and for the Carrying Broker to receive and deliver securities and cash for your Account, including through the Automated Customer Account Transfer Service ("ACATS") or other transfer mechanisms. We may reject or delay a transfer if information is incomplete, if positions are subject to restrictions, or if amounts are owed. Further, we may decline to accept transfer instructions that would result in the Carrying Broker custodying unsupported securities. Should you transfer an unsupported security to your Account, we may restrict your Account or return the unsupported securities. Certain

assets (including fractional shares or proprietary products) may be ineligible for transfer and may be liquidated. Transfer-out and rejection fees may apply as disclosed.

28.4 Restricted Stock. You understand that as part of our Brokerage Services, we do not support the sale of Rule 144 restricted stock. You understand and agree that you may not transfer restricted stock to your Account if you are an affiliate of CCM.

29. SIPC and Insurance

29.1 SIPC Membership. We and the Carrying Broker are each a member of SIPC, which protects customers of SIPC members up to applicable limits for cash and securities held in a brokerage account in the event the SIPC member fails financially. SIPC protection does not cover losses with respect to the market value of your investments. The Carrying Broker may maintain additional excess-SIPC insurance; coverage details are available upon request. Bank deposit sweep accounts, if any, are FDIC-insured only to applicable limits at participating banks and are not covered by SIPC. Similarly, pursuant to our cash management program (Section 11 herein), **once free credit balances are transferred from the Carrying Broker to Coinbase Inc., your free credit balances are no longer covered by SIPC. Additionally, SIPC does not apply to your digital asset holdings with Coinbase Inc..**

29.2 SIPC Protection. Coinbase Capital Markets Corporation and the Carrying Broker are members of the SIPC which protects the securities customers of its members up to $500,000, including a maximum of $250,000 for claims of cash. Customers may obtain information about SIPC, including the SIPC brochure, at sipc.org or by calling 1-202-371-8300.

30. Authorized Representatives

30.1 Authorized Representative. CCM may, in its sole discretion and otherwise in compliance with Applicable Laws and subject to any conditions that we may require, permit you to appoint a duly authorized representative or agent to act on your behalf with respect to your Account. You are solely responsible for any risks associated with your authorized representative, including any actions, decisions, or conduct of your authorized representative. You instruct CCM to treat any order or instruction from your authorized representative as if that order or instruction was directly from you for the purposes of this Agreement, and to assume that such order and instruction is valid and authorized without further inquiry.

30.2 Binding Instruction. CCM is not responsible for determining and will not determine whether any authorized representative has authority to perform any actions generally or specifically with respect to your Account or your property and we will not determine the validity of your authorized representative's status or capacity. You will be bound by any order or instruction given by your authorized representative, and irrevocably ratify any action taken by your authorized representative connected with your Account. Should you wish to remove an authorized person from your Account, we may require additional documentation prior to removing such authorized representative. You remain responsible for all actions of your authorized representative until we have had a reasonable time to act on revocations.

31. How to Contact Us & Customer Complaints

31.1 Contact CCM. If you have feedback, or general questions, contact us via our Customer Support webpage at https://help.coinbase.com.

31.2. Complaints. If you have a complaint with CCM, you agree to first contact CCM through Customer Support to attempt to resolve any such dispute amicably. If we cannot resolve the dispute through CCM Support, or if CCM Support requires you to provide additional information, you agree to use our complaint form to describe your dispute, how you would like us to resolve the complaint, and any other relevant information. The complaint form can be found at https://help.coinbase.com/en/contact-us/submit-a-complaint or can be requested from CCM Customer Support. If you prefer to send a written complaint via mail, please include as much information as possible in describing your complaint and how you would like us to resolve the complaint, including your support case number and any other relevant information to Coinbase Capital Markets Corporation, 248 3rd St #434, Oakland, California, 94607. Additionally, you may call us at +1 888-908-7930. We will acknowledge receipt of your complaint form after you submit it. We will review and evaluate your complaint based on the information you have provided and information in the possession of CCM.

32. Arbitration Agreement

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 jury trial, except as provided by the rules of the arbitration forum in which a claim is filed.

2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

3) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.

4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

You agree that any controversy or claim arising out of or relating to this Agreement, your Account, or any transactions with us and/or any of our present or former officers, directors, or employees or the Carrying Broker shall be resolved by binding arbitration

and conducted by, and according to the securities arbitration rules and regulations then in effect of FINRA or another self-regulatory organization arbitration forum of which CCM is a member, as mutually agreed. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act.

If you are a foreign national, non-resident alien, or if you do not reside in the United States, you agree to waive your right to file an action against CCM in any foreign venue.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

33. Binding Effect; Assignment & Severability

33.1 Binding Effect. This Agreement shall bind your heirs, assigns, executors, successors, conservators and administrators.

33.2 Assignment. We reserve the right to assign our rights without restriction, including without limitation to any CCM affiliates or subsidiaries, or to any successor in interest of any business associated with the Brokerage Services. In the event that CCM is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. You may not assign any rights granted under this Agreement. Any attempted transfer or assignment by you in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

33.3 Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

33.4 Modification or Recission. If any terms, provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by Applicable Law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.

34. Acknowledgments

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

35. Entire Agreement

This Agreement, together with all incorporated disclosures, the Carrying Broker's customer agreement, and your account opening documents, constitutes the entire agreement between you and us with respect to your Account and supersedes prior understandings on the same subject. In the event of a conflict, specific product agreements will control as to their subject matter, and the Carrying Broker's agreement will control as to clearing and custody matters.

You understand that by accepting this Agreement you have acknowledged that this Agreement contains a predispute arbitration agreement in Section 32 herein.

By clicking to accept, opening, funding, or using the Account, you acknowledge that you have read, understand, and agree to this Agreement, including the Electronic Delivery Consent Agreement cross-referenced in Section 5 herein.

Appendix A

CCM Use and Risk Disclosure

IT IS IMPORTANT THAT YOU READ AND FULLY UNDERSTAND THE FOLLOWING RISKS OF TRADING AND INVESTING IN YOUR SELF-DIRECTED CCM ACCOUNT.

USE OF SELF-DIRECTED TRADING ACCOUNTS

All Customer Accounts are self-directed. Accordingly, Customers are solely responsible for any and all orders placed in their Accounts and understand that all orders entered by them are based on their own investment decisions or the investment decisions of their duly authorized representative or agent. Consequently, any Customer of CCM agrees that neither CCM, nor any of its affiliates, officers, directors, employees, agents, principals or representatives:

i. Provide investment advice in connection with an Account;

ii. Recommend any security, transaction, order or investment strategy;

iii. Solicit orders;

iv. Act as a market maker in any security;

v. Make discretionary trades; and

vi. Produce or provide research. To the extent third-party research materials or similar information is made available through CCM's application, website, or websites of any of its affiliates, the information is intended for informational and educational purposes only and it does not constitute a recommendation to enter into any securities transactions or to engage in any investment strategies.

GENERAL RISKS OF TRADING AND INVESTING

All securities trading, whether in stocks, exchange-traded funds ("ETFs"), options, or other investment vehicles, is speculative in nature and involves substantial risk of loss. CCM encourages its Customers to invest carefully and to use the information available at the websites of the SEC at http://www.sec.gov and FINRA at http://FINRA.org. Customers can review public companies' filings at the SEC's EDGAR page at https://www.sec.gov/edgar/search/. FINRA has published information on how to invest carefully at its website. CCM may also make some of this information available on its website. CCM believes it is very important that every Customer understands all of the risks of any form of trading or investing prior to trading or investing real dollars. Past performance is not necessarily indicative of future results. By investing their money in securities through CCM, Customers are taking full responsibility for all trading actions, and should make every effort to understand the risks involved.

CCM USE AND RISK DISCLOSURES

1. You may lose money trading and investing.

Trading and investing in securities is always risky. For that reason, Customers should trade or invest only with money they can afford to lose. Trading stocks, ETFs and equity options involves significant risk, and you could lose all of your investments.

2. Past performance is not necessarily indicative of future results.

All investments carry risk, and all trading decisions of an individual remain the responsibility of that individual. There is no guarantee that systems, indicators, or trading signals will result in profits or that they will not result in losses. All Customers are advised to fully understand all risks associated with any kind of trading or investing they choose to do.

3. Investment Advice

All CCM brokerage accounts are self-directed, all investment decisions are self-directed, and the sole responsibility of the Customer, and made at the Customer's own risk. As such, Customers need to depend on their own understanding and knowledge of investing and the details of trading in order to handle situations as they arise, including the consultation of their own investment advisors as they deem appropriate.

4. Stop orders may reduce, but not eliminate, your trading risk.

A stop order, if offered, is an order to buy or sell a security at the market price once the stock has traded at or through a specified price. If the security reaches the stop price, the order becomes a market order and is typically filled at the next available market price. If the security does not reach the stop price, the order is not executed. Stop orders are generally used by investors to limit the amount they might lose or to ensure a trade was profitable. There can be no guarantee, however, that it will be possible under all market conditions to execute the stop order at the price specified. In an active, volatile market, the market price may be declining (or rising) so rapidly that there is no opportunity to liquidate the Customer's position at the stop price they designated. Under these circumstances, the broker's only obligation is to execute your order at the prevailing market price. Therefore, stop orders may reduce, but not eliminate, your trading risk.

5. Common Risks to Trading and Investing

- **Market and volatility risk:** Prices of securities can fluctuate rapidly due to events, including but not limited to, issuer-specific news, macroeconomic events, interest-rate changes, geopolitical developments, and market sentiment. Rapid price movements may result in executions at prices materially different from the last trade price or the displayed quote. You understand that CCM is not liable for any price fluctuations.

- **Liquidity and execution risk:** Not all securities have deep or continuous markets. Low-liquidity securities may experience wide spreads, partial fills, or no execution. Order protections and auction processes vary by venue and product.

- **Order type risk:**

Quick Buy/Sell Orders:

During Market Hours

- Quick Buy orders to *buy a specific quantity of an asset* will be submitted as limit orders with an additional 2% price collar to prevent execution outside of such percentage and based on the National Best Bid and Offer (NBBO) at the time. Such orders attempt to execute upon submission, but may be partially filled, with any unfilled amount being canceled after 5 seconds.

  All other Quick Buy/Sell orders will be submitted as immediate-or-cancel orders:

- Quick Sell orders to *sell a specific quantity of an asset* will be submitted as immediate-or-cancel orders. The order will attempt to execute immediately at the best available price. There is no separate price collar and any portion of the order that cannot be executed will be cancelled.

- Quick Buy orders to *buy a specific dollar amount of an asset* will be submitted as immediate-or-cancel orders. The order will attempt to execute immediately at the best available price. There is no separate price collar and any portion of the order that cannot be executed will be cancelled.

- Quick Sell orders to *sell a specific dollar amount of an asset* will be submitted as immediate-or-cancel orders. The order will attempt to execute immediately at the best available price. There is no separate price collar and any portion of the order that cannot be executed will be cancelled.

During Extended Hours

- Quick Buy/Sell orders to *buy or sell a specific quantity of an asset* will be submitted as limit orders with an additional 2% price collar to prevent execution outside of such percentage and based on the Best Bid and Offer (BBO) available at the time. Such orders attempt to execute upon submission, but are entered with Good-for-Day (GFD) time in force, meaning they may execute at any time within the trade day once conditions are met.

- Quick Buy/Sell orders to *buy or sell a specific dollar amount of an asset* are not available during Extended Hours.

Limit Orders:

- Limit orders are orders to buy or sell at a specified price. Limit orders may not execute, or may execute partially. A limit order may be designated as GFD or "good-'til-cancelled" ("GTC"). Orders designated as GTC means the order remains valid until (A) it is executed; (B) you cancel the order; (C) 90 calendar days from when the order is placed (based on Eastern Time); or (D) the contract to which it relates is closed. CCM reserves the right to cancel any order at our discretion without notification to you.

- **No Order Modification for Dividends**: We will not adjust the price or size of your limit orders for dividends. All limit orders will be entered as Do Not Reduce (DNR) or Do Not Increase (DNI), as relevant. You are responsible for monitoring open orders and acting accordingly when a corporate action is announced.

Market Orders

- Market orders are only available to customers of Coinbase Advanced, and only during regular market hours. A market order is an order to buy or sell a stock at the prevailing market price at the time of execution. A market order does not guarantee any specific price, as the prevailing market price may change between the time the order is entered and the time of execution.

Queued Orders

- CCM may provide you with the ability to queue orders until the next available market or extended hours trading session. If you enter an order during non-market hours for execution during market hours, your order will be sent for execution at the beginning of the next normal market trading session. Orders entered during the weekend and marked for market hours will be sent for execution at the open of the regular trading session the following Monday. Orders entered during the weekend and marked for the next available 24 hour session will execute at the beginning of the overnight trading session starting 8pm EST on Sunday. Only orders for stocks may be queued; options orders may not be queued. Fractional shares can only be queued for execution for the next available market hour session.

- **Technology, cybersecurity, and systems risk:** Outages, latency, cyber incidents, and vendor failures may delay or prevent order entry, cancellation, or execution, or display inaccurate balances.

- **Regulatory and trading halts:** Exchanges or regulators may halt or restrict trading (including Limit Up/Limit Down). New orders may be rejected and existing orders may be cancelled or remain unexecuted during halts.

- **Tax risk:** We do not provide tax advice. Tax outcomes depend on your individual situation and may change with law or guidance. You are responsible for maintaining adequate records and consulting your tax adviser.

- **Third-party content and tools:** Third-party research, ratings, or tools are not endorsements of a particular security, sector or industry and the provided information may be incomplete or inaccurate. We do not guarantee their accuracy.

- **Day trading and concentrated position risk:** Frequent trading and concentrated holdings can increase costs and risk of loss. Pattern day trading in margin Accounts, if offered, may trigger special requirements and restrictions.

- **Use of stablecoins and pegged token services:** Use of stablecoins or other pegged token services and related service offerings, should be evaluated for a variety of risk factors,

including storage and management of reserves, market, credit, liquidity, settlement risk, in additional to legal risks related to adoption of new asset services.

RISKS OF INVESTING IN STOCKS AND ETFs

Investments always entail some degree of risk. Be aware that:

i. All CCM brokerage accounts are self-directed and all investment decisions are self-directed, CCM is not making any determination that an investment is suitable for you.

ii. Some investments in stock cannot easily be sold or converted to cash. Check to see if there is any penalty or charge if you must sell an investment quickly.

iii. Investments in stock issued by a company with little or no operating history or published information involves greater risk than investing in a public company with an operating history and extensive public information.

iv. Stock investments are not federally insured against a loss in market value.

v. Stock you own may be subject to tender offers, mergers, reorganizations, or third-party actions that can affect the value of your ownership interest. Pay careful attention to public announcements and information sent to you about such transactions. They involve complex investment decisions. Be sure you fully understand the terms of any offer to exchange or sell your shares before you act. In some cases, such as partial or two-tier tender offers, failure to act can have detrimental effects on your investment.

vi. Investors should consider the investment objectives and unique risk profile of an ETF carefully before investing. ETFs are subject to risks similar to those of other diversified portfolios. **Leveraged and Inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives and other complex investment strategies**. Although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. A prospectus contains this and other information about the ETF and should be read carefully before investing. Customers should obtain prospectuses from issuers and/or their third party agents who distribute and make prospectuses available for review. ETFs are required to distribute portfolio gains to shareholders at year end. These gains may be generated by portfolio rebalancing or the need to meet diversification requirements. ETF trading will also generate tax consequences.

Appendix B

Extended Hours Trading Disclosure

You should consider the following information and risks before engaging in Extended Hours Trading. "Extended Hours Trading" for purposes of this disclosure means trading that is not Regular Hours Trading.

"Regular Hours Trading" means trading from 9:30a.m. to 4:00p.m. Eastern Standard Time ("EST"), Monday through Friday.

Risk of Lower Liquidity

Liquidity refers to the relative ability of market participants to efficiently buy and sell a security at a price that reflects its intrinsic value. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in Extended Hours Trading as compared to Regular Hours Trading. As a result, your order in Extended Hours Trading may only be partially executed, not executed at all, or may receive inferior pricing.

Risk of Higher Volatility

Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in Extended Hours Trading than in Regular Hours Trading. As a result, your order may only be partially executed, not executed at all, or you may receive an inferior price when engaging in Extended Hours Trading than you would during Regular Hours Trading.

Risk of Changing Prices

The prices of securities traded in Extended Hours Trading may not reflect the prices in Regular Hours Trading. As a result, you may receive an inferior price in Extended Hours Trading.

Risk of Unlinked Markets

Depending on the Extended Hours Trading system or the time of day, the prices displayed on a particular Extended Hours Trading system may not reflect the prices in other concurrently operating Extended Hours Trading systems dealing in the same securities. Accordingly, you may receive a price in one Extended Hours Trading system that is inferior to the price you would receive in another Extended Hours Trading system.

Risk of News Announcements

Normally, issuers make news announcements that may affect the price of their securities after Regular Hours Trading. Similarly, important financial information is frequently announced outside of Regular Hours Trading. In Extended Hours Trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

Risk of Wider Spreads

The spread refers to the difference between the price at which a security can be purchased and the price at which it can be sold. Lower liquidity and higher volatility in Extended Hours Trading may result in wider than normal spreads for a particular security.

Fractional Orders

Securities may not be eligible for fractional trading during the pre-market or after-hours sessions; during these sessions, orders in such securities may be placed for whole shares or queued for the opening of the next Regular Hours Trading session.

Appendix C

Fractional Shares Trading Disclosure

CCM, via its Carrying Broker, allows its Customers to purchase certain stocks and ETFs in fractional shares rather than whole share quantities. This disclosure outlines the unique features, limitations, and risks associated with trading in and holding fractional shares.

Risks

Engaging in fractional share trading poses unique risks and limitations, including those set forth in this Fractional Shares Trading Disclosure. CCM Customers agree that CCM shall not be held liable for risks such as those disclosed herein, including risks in connection with the execution, handling, purchasing, and selling of fractional shares for the Customer's CCM Account.

Fractional Share orders for certain securities may not be available during Extended Hours Trading.

Not all securities are eligible for fractional share trading and CCM or the Carrying Broker reserve the right to limit the securities available for fractional share trading at any time without notice to CCM Customers.

Capacity

In connection with any fractional share component of any purchase or sale transaction, the Carrying Broker (or its affiliate) will generally act as a counterparty and will execute that portion of the trade as principal or riskless principal. The CCM Customer will always be the beneficial owner of any fractional shares in their account and all fractional shares owned by a Customer are segregated in the Carrying Broker's books and records in the same manner and to the same extent as whole shares owned by such Customer.

The Carrying Broker will not accept purchases of less than $5.00. You will receive proceeds from the sale of any whole or fractional shares, less any regulatory trading fees, rounded to the nearest $0.01.

Fractional Orders may only be placed during market hours (9:30 a.m. – 4:00 p.m.Eastern) and are subject to all applicable market rules and conditions, including but not limited to restrictions, suspensions of trading, and delays.

For a variety of reasons, including those set forth herein, the actual amount of an order executed by the Carrying Broker to buy or sell a dollar value of a security may be higher or lower than the amount requested.

Orders containing fractional shares ("Fractional Orders") will be executed by the Carrying Broker at the price it receives in the market.

Buy Orders: When the Carrying Broker executes buy orders for fractional shares it rounds up the order to the next higher round number of shares then marks order as a principal trade and executes the order for its own account. The Carrying Broker then divides the shares into the

fractional amount associated with the Customer's order and puts the remaining fraction into its own account.

Sell Orders: The Carrying Broker executes a sell order for fractional shares, it rounds up the order to the next higher round number of shares then marks the order as a short sale. The Carrying Broker then divides the proceeds of that order into the requisite amount for the Customer's order and puts the remaining amount into its-own account.

Accordingly, when the Carrying Broker executes fractional share orders, the Customer may see its buy orders marked as principal trades and its sell orders marked as short sales.

Transferability

While CCM Customers maintain complete day-to-day control of any fractional shares in their account, fractional shares are not transferable to another brokerage firm. If a Customer wants to transfer their holdings in an account to another brokerage firm, the fractional share holdings cannot be transferred and will need to be liquidated before transfer, which may have tax consequences.

Voting Rights

CCM Customers will not have voting rights for any of the fractional shares held in their Account, will not be able to make voluntary elections on any corporate action including, without limitation, any tender offers or rights offerings with respect to such fractional Shares, and the Carrying Broker, via CCM cannot provide CCM Customers any other shareholder documentation for any holdings of less than one share.

Dividend Rights

Clients will receive payments of dividends, or in some cases in connection with stock dividends, either dividend shares or value commensurate to the dividend shares, and will otherwise participate normally in any stock splits, mergers or other mandatory corporate actions.

Five-Decimal Place Recording

The Carrying Broker records the quantity of fractional shares traded or otherwise held in a brokerage account down to five decimal places.

Appendix D

FINRA Public Disclosure Program

FINRA's BrokerCheck Hotline provides certain information regarding the disciplinary history of FINRA members and their associated persons in response to written inquiries, electronic inquiries, or telephonic inquiries via FINRA's (1) toll-free telephone listing (1-800-289-9999), or (2) website (www.finra.org). Additionally, FINRA has prepared an investor brochure that includes information describing BrokerCheck.

CCM Customer Agreement – CBPL Customer Addendum

This Country-Specific Addendum (the "Addendum") is entered into by and between Coinbase Capital Markets Corporation ("CCM," "we," "us," and "our"), and you, a CBPL Customer ("you," "your," "Customer"), introduced to us by CB Payments, Ltd (incorporated in England and Wales with company number 09708629, and with registered offices at The Scalpel, 18th Floor, 52 Lime Street, London, United Kingdom, EC3M 7AF) ("CBPL").

1. Applicability

1.1 This Addendum applies solely to the relationship between CCM and you, to the extent you are domiciled in, reside in, or otherwise subject to the laws of the United Kingdom.

1.2 This Addendum is supplemental to and forms an integral part of the Agreement. Except as expressly modified, amended, or nullified by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect and shall apply to the Customer.

2. Order of Preference

2.1 In the event of any conflict, inconsistency, or incompatibility between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail to the extent of such conflict, inconsistency, or incompatibility.

2.2 No provision of this Addendum shall be construed to create a conflict with the Agreement shall be construed to create a conflict with the CBPL user terms where no genuine conflict exists. Where it is reasonably possible to give effect to both the Agreement and this Addendum, both shall be given full force and effect.

2.3 In the event of any conflict, inconsistency, or incompatibility between the terms of the Agreement, with this Addendum as integral part of the Agreement, and the CBPL user terms, the CCM Agreement, including this Addendum, shall prevail to the extent of such conflict, inconsistency, or incompatibility.

3. Nullified Provision

3.1 Section 26 (Governing Law & Forum Selection) and Section 31 (Arbitration Agreement) of the Agreement, in their entirety, are hereby nullified, deleted, and rendered of no force or effect with respect to you. Added to Section 30 (How to Contact Us & Customer Complaints), Subpart 30.2 (Complaints) is the following:

If we have not been able to resolve your complaint via the complaint process, you may escalate your complaint via the dispute processes. You submit to the non-exclusive jurisdiction of the courts of England and Wales without prejudice to any mandatory rights available to consumers.

This agreement and any contractual or non-contractual obligations arising out of or in connection with it or its subject matter or formation are governed by and shall be construed in accordance with the laws of England and Wales without prejudice to any mandatory rights available to

consumers to commence proceedings against CCM before the courts of the jurisdiction in which they are domiciled.

3.2 Section 18 of the Agreement (Margin; Margin Interest; Liquidation) in its entirety, is hereby nullified and rendered of no force or effect with respect to you unless and until such margin account related services are made available in your jurisdiction.

4. Amended and Restated Provisions

The following provisions of the Agreement are hereby amended and restated, as set forth below. Each provision replaces the corresponding provision of the Agreement in its entirety, unless otherwise specified:

- **Section 1 (Definitions and Relationship), Applicable Law. Applicable Law** means all mandatory and applicable laws of England (or, as the case may be, Wales, Scotland or Northern Ireland) including, without limitation, applicable consumer laws.

- **New - Section 2 (Account Opening), Subpart 2.2.3 Statutory Cancellation Period.** You acknowledge that CCM provides an online digital service enabling you to access self-directed brokerage functionality and that by opening an Account you are agreeing to the terms of the Agreement and this Addendum as an integral part of the Agreement, including Section 6.2 and 11. By requesting immediate access to the service upon account opening, you expressly request that CCM begins providing the digital service before the end of any applicable statutory cancellation period. You also acknowledge that by requesting immediate provision of the service and beginning to use the service (e.g., by entering into a transaction or order) during the cancellation period, you will lose your right to cancel this contract once the service has been performed. For avoidance of doubt, you further acknowledge that you do not have any right to cancel any individual transaction or order placed during the cancellation period, as the price of such instruments is dependent on financial market fluctuations outside our control. If you exercise your right to cancel within the cancellation period, you will be liable to pay for any services that have been provided to you up to the point of cancellation. To cancel, you may inform us by any clear statement (including by contacting us via the details set out in Section 30 (How to Contact Us & Customer Complaints).

- **Section 6 (Clearing and Custody), Subpart 6.1 Clearing and Custody**. You understand that as an introducing broker, CCM does not handle funds and does not directly execute trades. Your funds are held by CBPL in a form of E-money and governed by the CBPL User Agreement (https://www.coinbase.com/legal/user_agreement/uk). All securities in your Account are cleared and carried by the Carrying Broker. CCM has entered into a clearing agreement with the Carrying Broker whereby CCM will introduce your Account to the Carrying Broker, and the Carrying Broker will clear all transactions on a fully-disclosed basis. You understand that the Carrying Broker carries your Account and is responsible for the clearing and bookkeeping of transactions but is not otherwise responsible for the conduct of CCM.

- **Section 6 (Clearing and Custody), Subpart 6.2 Instructions.** You agree that for as long as you maintain an Account with us, CCM may accept from CBPL, and the Carrying Broker may accept from CCM, without inquiry or investigation, (i) orders for the purchase or sale of securities for your Account, and (ii) any other instructions concerning your Account.

- **Section 7 (Security), Subpart 7.4 Prompt Review of Confirmation and Statements.** You agree to promptly review all confirmations and statements electronically delivered to you, including delivered to you via CBPL, and notify us within ten (10) Business Days in writing if:
  (i) You receive confirmation of an order you did not place;
  (ii) You receive a confirmation with inaccurate information pertaining to an order you placed or execution you received; or
  (iii) You fail to receive confirmation of an order you initiated as having been received or executed. Further, you agree to immediately notify us if you become aware of any loss, theft, or unauthorized use of your password, authentication method(s), account number(s); or any unauthorized use of CCM's products, services or provided Market Data.

- **New - Section 7 (Security), Subpart 7.5 Communications.** You acknowledge and agree that, where CBPL acts as an intermediary for communications between you and CCM in connection with the Brokerage Services, delivery by CBPL of any notices, instructions, trade or order confirmations, or other information from CCM to you (or from you to CCM) shall constitute effective delivery for all purposes under this Agreement.

- **Section 10A (ACH and Electronic Funds Transfers; Provisional Credits; Reversals), Funding.** You can fund securities transactions with the balance in your account(s) with CBPL, subject to your agreement with CBPL. By initiating transactions, you authorize the Carrying Broker to receive funds from CBPL and the Carrying Broker, and the Carrying Broker to transfer funds to CBPL, including any necessary reversing entries back to your CBPL account.

- **Section 11 (Cash Management Program), Subpart 11.1 Authorized Transfer Instructions.** As part of our cash management program and for as long as you maintain an Account with us, you provide a standing instruction to Carrying Broker that instructs the Carrying Broker: (i) to transfer any free credit balances in your Account, including free credit balances derived from sale proceeds, cash dividends and interest, to CBPL to be held pursuant to your agreement with CBPL, and (ii) receive your funds as transferred from CBPL to pay for any securities purchased for your Account. For the avoidance of doubt, the standing instruction which you provide allows the Carrying Broker to receive funds from CBPL to fund security transactions in your Account, and to transfer free credit balances in your Account to CBPL. The Carrying Broker does not initiate payment orders from, or direct the transfer of funds from, any of your account(s) held at CBPL on your behalf. **You understand that by opening your Account you are agreeing to the above terms.**

- **Section 11 (Cash Management Program), Subpart 11.2 Money Movement.** The movement of your free credit balances from the Carrying Broker to CBPL and the movement of funds from CBPL to Carrying Broker, as applicable, will be performed via overnight transfer operations and be done on an aggregated, net basis, which aggregates and nets all cash deliveries and receipts owed between Carrying Broker and CBPL Customers on a given Business Day to arrive at a single payment that either the Carrying Broker must transfer to CBPL or that CBPL must transfer to the Carrying Broker. **Once your free credit balances are transferred from the Carrying Broker to CBPL, you lose SIPC protection.**

- **Section 15 (Initial Public Offerings (IPOs)).** Please note that CBPL Customer access to initial public offerings ("IPOs") of US listed companies will be governed generally by Annex B (Participation in Initial Public Offerings and Other Primary Market Distributions) to Appendix 4 (Investment Services Terms) of the CBPL User Agreement. However, the portions of Section 15 of the Agreement as amended and restated below shall apply to you. Those portions of Section 15 not listed below shall be considered nullified.

    - **15.1 (Overview).**
      From time to time, CCM and/or CBPL may make available a self-directed initial public offering access program ("IPOs") that allows eligible Customers to submit orders to purchase shares of equity securities in certain initial public offerings (collectively, "IPO Shares") at the applicable public offering price. Participation in IPOs is entirely optional and may be offered as part of the Brokerage Services described in this Agreement. IPOs are provided subject to share availability and at CCM's and/or CBPL's sole discretion. CCM does not guarantee that any particular offering, security, or issuer will be made available to you, that any conditional order you submit will be accepted, or that you will receive any allocation of IPO Shares.

      All activity in connection with IPOs is self-directed. IPOs does not change CCM's role as a self-directed broker-dealer, and nothing in this Section 15 shall be construed as a recommendation, solicitation, or provision of investment, tax, or legal advice with respect to any IPO, any security, or any investment strategy. You remain solely responsible for determining whether any IPO or related transaction is appropriate for you in light of your investment objectives, financial circumstances, and risk tolerance.

    - **15.2 (Eligibility; Regulatory Requirements).**
      General Eligibility. To participate in IPOs, you must: maintain an approved brokerage Account with CCM in good standing, and be approved to trade U.S. equity securities; satisfy any eligibility criteria, minimum funding, or other conditions that CCM, CBPL, the operator of a public offer platform within the meaning of the Public Offers and Admissions to Trading Regulations 2024 ("POATR")) (a "POP Operator"), or the issuer, lead underwriter, or selling group

may require for a given offering; and timely complete any additional onboarding, questionnaires, acknowledgments, certifications, or consents that CCM requires for IPOs. CCM and/or CBPL may, in their sole discretion and without liability, determine whether you are eligible to participate in a particular offering and may decline or limit your participation at any time. For each IPO in which you submit a conditional order to buy, you represent and warrant that you (and any account over which you have beneficial ownership or control) are not a "restricted person" as defined in FINRA Rule 5130 and are otherwise eligible to participate in that offering under FINRA Rules 5130 and 5131.

FINRA "Restricted or Covered Person" and Related Certifications. Your eligibility to participate in IPOs is subject to applicable laws, rules, and regulations, including without limitation the general prohibition on a "restricted person" or "covered person" purchasing new issue securities and "spinning" under FINRA Rules 5130 and 5131, respectively, and any successor rules. You agree to provide complete and accurate information, and to make such certifications as CCM, CBPL, and/or the POP Operator may reasonably require, regarding: whether you, or any person or account over which you have beneficial ownership or control, is a "restricted person", "covered person" or otherwise ineligible to participate in a particular IPO; and any affiliations, relationships, or circumstances that may limit or prohibit your participation in an offering. You agree to promptly update your information upon any change to your ability to participate in IPOs as provided under FINRA Rules 5130 and 5131.

Suitability and Risk Acknowledgments. CCM, CBPL, and/or the POP Operator may require you to complete one or more IPO-specific attestations or acknowledgments (including, without limitation, acknowledgments regarding the unique risks and volatility associated with IPO investing). CCM and/or CBPL may condition, limit, or deny your participation in IPOs based on your responses or failure to respond, or where CCM and/or CBPL determines in their sole discretion that participation would be inconsistent with your stated investment profile or Applicable Law. For the avoidance of doubt, completion of any such attestation or acknowledgement does not constitute a recommendation or suitability determination by CCM, CBPL or the POP Operator.

- **15.2 (Right to Suspend or Terminate Access).** CCM or CBPL may, at any time and in their sole discretion and without prior notice, suspend, restrict, or terminate your access to IPOs (or to any particular offering) for any reason, including but not limited to failure to satisfy eligibility or certification requirements, suspected or actual violation of this Agreement or Applicable Law, operational or risk management considerations, or at the request or direction of a regulator or the Carrying Broker.

- **15.6 Fees, Concessions, and Other Compensation**
  Customer Fees. At this time, CCM does not charge a separate commission, markup, or specific fee to you solely for participating in IPOs or for the execution

of a purchase of IPO Shares through IPOs. Your purchase price for IPO Shares will be the public offering price per share set by the underwriters for that offering. You remain responsible for any other fees, charges, or costs that may apply to your Account or transactions under Section 13 (Fees, Commissions and Taxes) of this Agreement (for example, account maintenance fees, wire fees, or other standard service fees). CCM reserves the right to introduce or modify fees or charges applicable to IPOs in the future, subject to notice to you as required by Applicable Law and as provided under Section 23 (Amendments). Any such fees will be disclosed in the CCM Fee Schedule or other disclosures on the Brokerage Site and are incorporated by reference into this Agreement.

Concessions and Third-Party Compensation. In connection with IPOs, CCM will receive compensation from issuers, lead underwriters, selling group members, or other third parties, including without limitation selling concessions, distribution fees, expense reimbursements, or other forms of remuneration, which may be based on the number of IPO Shares sold to CCM's customers or other factors. Any such compensation is paid by the issuer or underwriters and does not change the public offering price you pay for IPO Shares. You acknowledge that such compensation may create conflicts of interest for CCM. By engaging in CCM's IPOs you consent to CCM receiving such compensation.

Taxes. You are solely responsible for any taxes arising from your participation in IPOs, including but not limited to any taxes due on dividends, interest, distributions, or gains attributable to IPO Shares. CCM and/or the Carrying Broker may report transactions and income to you and to taxing authorities as required by Applicable Law and may withhold taxes where required. You should consult your own tax advisor regarding the tax consequences of participating in IPOs.

- **15.7 Additional IPO Risk Disclosures**
  Without limiting Section 19 (Common Risks) and the CCM Use and Risk Disclosures (Appendix A), you acknowledge and agree that investing in IPOs and other new issue offerings involves significant additional risks, including but not limited to the following:

  1. Speculative and Volatile Investments. IPO Shares are often issued by companies with limited operating histories, unproven business models, concentrated ownership, or significant debt. The market price of IPO Shares may be extremely volatile and may fluctuate widely in response to news, market conditions, or trading activity. There is no guarantee that an active or liquid market will develop or be sustained for IPO Shares.

  2. Price and Performance Risk. The public offering price is determined by the issuer and underwriters and may not be indicative of the price at which IPO Shares will trade on the secondary market. IPO Shares may trade below the public offering price shortly after the offering or at any time thereafter, and you may lose

all or a substantial portion of your investment. Any initial price appreciation may be temporary and may reverse in whole or in part.

3. Allocation and Liquidity Risk. You may not receive the number of IPO Shares you request, or any IPO Shares at all, and you may be unable to purchase additional shares at or near the offering price in the secondary market. Conversely, you may receive a larger allocation than you expect and be exposed to greater risk as a result. IPO Shares may be subject to trading halts, price limits, or other market protections that affect your ability to buy or sell.

4. Margin and Short Sale Restrictions. Where margin services are available, IPO Shares will not be eligible for margin borrowing or short selling for a period of time after the offering, and any such eligibility is subject to the policies of CCM, CBPL, the Carrying Broker, and Applicable Law. You should assume that purchases of IPO Shares must be fully paid for and that you may not rely on margin credit to finance such purchases.

5. Issuer- and Deal-Specific Risks. Each IPO is subject to risks specific to the issuer, its industry, its capital structure, and the terms of the offering (including, for example, any dual-class share structures, lock-up arrangements, directed share programs, or variable interest entity structures). You are responsible for reviewing the applicable offering materials for each IPO and for understanding the specific risks, rights, and obligations associated with IPO Shares before participating in an IPO.

6. No Liability for Underwriter or Lead Manager Operational Errors. Customer acknowledges that all IPO allocations, pricing, share deliveries, and settlements are managed, executed, and finalized by third-party underwriters, managers, or syndicates and the Carrying Broker. CCM does not control, and shall have absolutely no liability to Customer for, any operational errors, trade execution mistakes, registration anomalies, incorrect clearing account entries, settlement delays, or failures to deliver shares caused by such third-party underwriters, managers, or their affiliates.

By participating in IPOs, you represent that you have carefully considered these and other risks, have reviewed the relevant offering materials and disclosures for each offering, and understand that IPO investing is speculative and may not be appropriate for all investors. CCM does not guarantee the performance of any IPO Shares or the success of any issuer, and past performance of other IPOs or securities is not indicative of future results.

- **Section 19 (Indemnification; Right of Offset; Limitation of Liability), Subpart 19.2 Payment of Indebtedness and Right of Offset.** You shall at all times be liable for the payment upon demand of any obligations owing from you to CCM, and you shall be liable to CCM for any deficiency remaining in any Accounts in the event of the liquidation of any assets therein, in whole or in part, by CCM or by you; and you shall

make payment of such obligations upon demand. To the extent permissible under applicable law and regulation, you authorize CCM to recover amounts you owe, and to debit, charge or otherwise exercise a right of offset to recover funds from the balance in your Account, your external bank account, any account you own with Coinbase Inc. or any other affiliate of CCM, or any other payment instrument linked to your Account.

In the event that you have a negative balance or indebtedness in any account you own with an affiliate of CCM, to the extent permissible under applicable law and regulation, you authorize CCM at our discretion and without notice to you, to settle any and all such negative balances or indebtedness in any such account with an affiliate of CCM by liquidating or otherwise transferring any or all assets in your Account to us or our affiliates. We or our affiliates may also charge any consequential loss to your Account. CCM may act at our discretion without regard to any tax or other consequences that you may face as a result of such actions. This authorization and/or right of offset shall survive termination of your Account and this Agreement.

YOU WILL BE LIABLE AND AGREE TO PROMPTLY PAY CCM THE AMOUNT OF ANY DEFICIENCIES IN YOUR CCM ACCOUNT THAT ARISE FROM OR REMAIN AFTER SUCH LIQUIDATION OR OTHER ACTION DESCRIBED ABOVE. CCM HAS NO LIABILITY FOR ANY LOSS SUSTAINED BY YOU IN CONNECTION WITH ANY SUCH LIQUIDATION (OR IF CCM DELAYS EFFECTING, OR DOES NOT EFFECT, SUCH LIQUIDATION). YOU SHALL REIMBURSE AND HOLD CCM HARMLESS FOR ALL ACTIONS, OMISSIONS, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES), OR LIABILITIES ASSOCIATED WITH ANY SUCH LIQUIDATION OR OTHER ACTION DESCRIBED ABOVE UNDERTAKEN BY CCM.

- **Section 29 (SIPC and Insurance), Subpart 29.1 SIPC Membership.** We and the Carrying Broker are each a member of SIPC, which protects customers of SIPC members up to applicable limits for cash and securities held in a brokerage account in the event the SIPC member fails financially. SIPC protection does not cover losses with respect to the market value of your investments. The Carrying Broker may maintain additional excess-SIPC insurance; coverage details are available upon request. Bank deposit sweep accounts, if any, are FDIC-insured only to applicable limits at participating banks and are not covered by SIPC. Similarly, pursuant to our cash management program (Section 11 herein), **once free credit balances are transferred from the Carrying Broker to CBPL your free credit balances are no longer covered by SIPC.**

5. Liability

Nothing in the Agreement (including Section 18 (Indemnification; Right of Offset; Limitation of Liability) shall exclude your or CCM's liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) any breach of statutory implied terms under applicable consumer law; or (iv) any other matter for which it would be unlawful for CCM to limit or exclude its liability.

6. Exclusion from Indemnity

Nothing in the Agreement shall apply to you to the extent that it would require you to indemnify CCM or the Carrying Broker in respect of any loss or damage that was caused by CCM's or the Carrying Broker's own act, omission, or negligence. For the avoidance of doubt, nothing in the Agreement shall require you to indemnify CCM or the Carrying Broker where doing so would be unfair or contrary to statutory rights you have as a UK consumer.

7. Warranty

Nothing in the Agreement shall exclude or restrict any statutory right or warranty that you have as a consumer in the UK. To the extent that any provision of the Agreement purports to exclude, restrict, or limit any implied warranty, condition, or guarantee that cannot lawfully be excluded under the laws applicable to UK consumers, such term shall be read and construed as being limited to the maximum extent permitted by law and shall not operate to exclude or restrict such right.

8. Enhanced Severability

8.1 Nothing in the Agreement or this Addendum is intended to, or shall be construed as, limiting or excluding any rights that you may have as a consumer under applicable mandatory law in the UK.

8.2 If any provision of the Agreement or this Addendum is found by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable under the laws of the United Kingdom or any other applicable jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of any other provision of the Agreement or this Addendum.

8.3 Any provision found to be invalid, illegal, or unenforceable shall be deemed modified to the minimum extent necessary to render it valid, legal, and enforceable in the applicable jurisdiction while preserving, to the greatest extent possible, the original intent and economic effect of such provision. If such modification is not possible, the provision shall be deemed severed, and the remaining provisions of the Agreement and this Addendum shall continue in full force and effect.

9. Changes to this Addendum or the Agreement

We will give you 2 months' notice of any material changes to this Agreement that apply to your account. The date when the change will take effect will be included in the notice. In some cases, you may not be notified in advance of a change being made however we will notify you as soon as reasonably possible thereafter. If you do not want to accept any changes you are notified of in advance, you can close your account at any time before the change takes place.

10. No Other Amendments

10.1 Except as expressly set forth in this Addendum, the Agreement is not otherwise amended, modified, or supplemented, and the Agreement, as modified by this Addendum, constitutes the entire agreement between you and us with respect to your Account.

10.2 Capitalized terms used but not defined in this Addendum shall have the meanings ascribed to them in the Agreement.

CCM Market Data Addendum

This agreement is the "CCM Market Data Addendum" referred to in the Coinbase Capital Markets Corporation Customer Agreement ("CCM Agreement") and supplements and forms part of the CCM Agreement. This CCM Market Data Addendum and its terms and any and all agreements constituted by it may be amended or supplemented from time to time by CCM by notice to you. The amended CCM Market Data Addendum will be posted to our website or application and by continuing to maintain your Account with CCM, use our Brokerage Services or access our website and application you agree to accept the amended terms.

1. NYSE Agreement for Market Data Display Services

Coinbase Capital Markets Corporation ("CCM") agrees to make "Market Data" available to you pursuant to the terms and conditions set forth in this NYSE Agreement for Market Data Display Services ("NYSE Market Data Agreement"). By entering into this Agreement you agree to comply with the terms and conditions included in the NYSE Market Data Agreement.

1. MARKET DATA DEFINITION – For all purposes of this NYSE Market Data Agreement, "Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on a national securities exchange (e.g. the New York Stock Exchange ("NYSE") or Nasdaq), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the a national securities exchange (e.g. NYSE) may from time to time designate as "Market Data"; and (c) all information that derives from any such information.

2. PROPRIETARY NATURE OF DATA – You understand and acknowledge that each Authorizing SRO and other data disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

3. ENFORCEMENT – You understand and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this NYSE Market Data Agreement, by legal proceedings or otherwise, against you or any person that obtains Market Data that is made available pursuant to this NYSE Market Data Agreement other than as this NYSE Market Data Agreement contemplates. You shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against you.

4. DATA NOT GUARANTEED – You understand that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither you nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) nonperformance or (iii) interruption in

any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

5. PERMITTED USE – You shall not furnish Market Data to any other person or entity. If you receive Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business.

6. DISSEMINATION DISCONTINUANCE OR MODIFICATION – You understand and acknowledge that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

7. DURATION; SURVIVAL – This NYSE Market Data Agreement remains in effect for so long as you have the ability to receive Market Data as contemplated by this Agreement. In addition, CCM may terminate this NYSE Market Data Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

8. MISCELLANEOUS – The laws of the State of New York shall govern this NYSE Market Data Agreement and it shall be interpreted in accordance with those laws. This NYSE Market Data Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. You may not assign all or any part of this NYSE Market Data Agreement to any other person. The person entering into this NYSE Market Data Agreement represents and warrants that he or she has legal capacity to contract and, if that person is entering into this NYSE Market Data Agreement on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

9. NONPROFESSIONAL SUBSCRIBER DEFINITION. For purposes of this Agreement and the use of CCM's Brokerage Services, "Nonprofessional Subscriber" means any natural person who receives Market Data solely for his/her personal, non-business use and who is not a "Securities Professional." A "Securities Professional" includes an individual who, if working in the United States, is:

(a) registered or qualified in any capacity with the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association;

(b) engaged as an "investment advisor" as that term is defined in Section 202 (a)(11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or

(c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt.

A person who works outside of the United States will be considered a "Securities Professional" if he or she performs the same functions as someone who would be considered a "Securities Professional" in the United States.

You may not receive Market Data as a "Nonprofessional Subscriber" unless CCM determines that you fall within Paragraph 10's definition of "Nonprofessional Subscriber."

10. PERMITTED RECEIPT – You may not receive Market Data from CCM, and CCM may not provide Market Data to you, on a "Nonprofessional Subscriber" basis unless CCM first properly determines that you qualify as a "Nonprofessional Subscriber" as defined in Paragraph 9 and you in fact qualify as a "Nonprofessional Subscriber."

11. PERMITTED USE – If you are a Nonprofessional Subscriber, you shall receive Market Data solely for your personal, non-business use.

12. CERTIFICATION – By entering into this Agreement, you hereby certify that you fall within Paragraph 10's definition of "Nonprofessional Subscriber" and that your personal and employment information that you have provided us is truthful and accurate.

12. Termination of Market Data Services. You further understand and agree that CCM may, at any time and for any reason, without notice to you, to the extent permissible under Applicable Law, (i) terminate or otherwise restrict your access to any or all Market Data services provided by the Disseminating Parties for nonpayment of fees or other reasons; and/or (ii) require that you purge any or all Market Data provided by the Disseminating Party.

2. UTP Plan Subscriber Agreement

The Nasdaq Stock Market LLC ("Nasdaq"), as Administrator of the UTP Plan ("UTP Plan Administrator"), requires all subscribers to the information described herein ("Information") to sign the UTP Plan Subscriber Agreement ("Agreement"), or its equivalent, in order to receive the Information. By completing the below section, the Subscriber agrees to the terms and conditions set forth in this UTP Plan Subscriber Agreement.

TERMS AND CONDITIONS The Vendor and its agents may not modify or waive any term of this Agreement. Any attempt to modify this Agreement, except by Nasdaq, is void.

1. USE OF DATA. Subscriber may not sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. Subscriber will not engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any Nasdaq or Securities and Exchange Commission ("SEC") Rule or other applicable law, rule or regulation. Subscriber may not present the Information rendered in any unfair, misleading or discriminatory format. Subscriber shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information. a. NON-PROFESSIONAL SUBSCRIBER — For Non-Professional Subscribers, the Information is licensed only for personal use. By representing to Vendor that

Subscriber is a Non-Professional Subscriber, or by continuing to receive the Information at a Non-Professional Subscriber rate, Subscriber is affirming to Vendor and to Nasdaq that Subscriber meets the definition of Non-Professional Subscriber as set forth in Section 16 of this Agreement. A Non-Professional Subscriber shall comply promptly with any reasonable request from Nasdaq for information regarding the Non-Professional Subscriber's receipt, processing, display and redistribution of the Information. b. PROFESSIONAL SUBSCRIBER — For Professional Subscribers, the Information is licensed for the internal business use and/or personal use of the Professional Subscriber. Professional Subscribers may, on a non-continuous basis, furnish limited amounts of the Information to customers in written advertisements, correspondence or other literature or during voice telephonic conversations not entailing computerized voice, automated information inquiry systems or similar technologies. Upon request, Professional Subscribers shall make its premises available to Nasdaq for physical inspection of Vendor's Service and of Professional Subscriber's use of the Information (including review of any records regarding use of or access to the Information and the number and locations of all devices that receive Information), all at reasonable times, upon reasonable notice, to ensure compliance with this Agreement.

2. PROPRIETARY DATA. Nasdaq grants to Subscriber a nonexclusive, non-transferable license during the term of the Agreement to receive and use the Information transmitted to it by Vendor and thereafter to use such Information as permitted under the terms of this Agreement and/or the UTP Plan Requirements. Subscriber acknowledges and agrees that Nasdaq has proprietary rights to the Information that originates on or derives from markets regulated or operated by Nasdaq, and compilation or other rights to Information gathered from other sources. Subscriber further acknowledges and agrees that Nasdaq's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by Subscriber or anyone who accesses the Information through Subscriber, Nasdaq or its third-party information providers shall have the right to obtain injunctive relief for its respective materials. Subscriber will attribute source as appropriate under all the circumstances.

3. PAYMENT. Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Subscriber or Nasdaq (except for federal, state or local income taxes, if any, imposed on Nasdaq) by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest relating to the provision of the Information to Subscriber. Interest shall be due from the date of the invoice to the time that the amount(s) that are due have been paid. To the extent permitted by applicable law, Subscriber acknowledges and agrees that the termination of the Vendor's Service for failure to make payments shall not be considered an improper limitation of access by Nasdaq. For Professional Subscribers, if any payment is due directly to Nasdaq under this Agreement, payment in full is due Nasdaq in immediately available funds, in US Dollars by a check to Nasdaq, by electronic funds transfer to an institution of Nasdaq's choosing, within fifteen (15) days of the date of an invoice, whether or not use is made of, or access is made to, the Information.

4. SYSTEM. Subscriber acknowledges that Nasdaq, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Vendor's Service. Changes or the failure to make timely changes by Vendor or Subscriber may sever or affect Subscriber's access to or use of the

Information. Nasdaq shall not be responsible for such effects. Nasdaq does not endorse or approve any equipment, Vendor or Vendor's Service.

5. EXCLUSIVE REMEDY. Nasdaq shall endeavor to offer the Information as promptly and accurately as is reasonably practicable. In the event that the Information is not available as a result of failure by Nasdaq to perform its obligations under this Agreement, Nasdaq will endeavor to correct any such failure. If the Information is not available, is delayed, is interrupted, is incomplete, is not accurate or is otherwise materially affected for a continuous period of four (4) hours or more during the time that Nasdaq regularly transmits the Information due to the fault of Nasdaq (except for a reason permitted in this Agreement or in Nasdaq's agreement with the Vendor), Subscriber's or any other Person's exclusive remedy against Nasdaq shall be: a. If Subscriber or any other Person continues to receive the Information or any other data and/or information offered by Nasdaq, a prorated month's credit of any monies due for the affected Information directly to Nasdaq from Subscriber or, if applicable, from said other Person, for the period at issue; or b. If Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by Nasdaq, a prorated month's refund of any monies due for the affected Information directly to Nasdaq from Subscriber or, if applicable, from said other Person, for the period at issue. Such credit or refund shall, if applicable, be requested in writing to Nasdaq with all pertinent details. Beyond the warranties stated in this section, there are no other warranties of any kind — express, implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose.

6. LIMITATION OF LIABILITY. a. Except as may otherwise be set forth herein, Nasdaq shall not be liable to Subscriber, its Vendor or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if Nasdaq has been advised of the possibility of such damages. b. Nasdaq shall not be liable to Subscriber or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information that lasts less than four (4) continuous hours during the time that Nasdaq regularly transmits the Information or if the Information is materially affected for less than four (4) continuous hours during the time that Nasdaq regularly transmits the Information. c. If Nasdaq is, for any reason, held liable to Subscriber or to any other Person, whether in tort or in contract, the liability of Nasdaq within a single year of the Agreement (one year from the effective data of the Agreement) is limited to an amount of Subscriber's damages that are actually incurred by Subscriber in reasonable reliance (combined with the total of all claims or losses of Subscriber's Vendor and any other Person claiming through, on behalf of or as harmed by Subscriber) and which amount does not exceed the lesser of: i. For Subscriber or any other person that continues to receive the Information or any other data and/or Information offered by Nasdaq, a prorated month's credit of any monies due directly to Nasdaq from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue, or if Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by Nasdaq, a refund of any monies due directly to Nasdaq from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue; or ii. $500. d. This section shall not relieve Nasdaq, Subscriber or any other Person from liability

for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. e. Subscriber and Nasdaq understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

7. DISCLAIMERS OF WARRANTIES. Nasdaq and its third-party information providers make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.

8. THIRD-PARTY INFORMATION PROVIDERS' LIMITATION OF LIABILITY. Nasdaq's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of the Subscriber or any other Person seeking relief through Subscriber, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to Subscriber or any other Person seeking relief through Subscriber pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by Subscriber or any other Person seeking relief through Subscriber, as applicable.

9. CLAIMS AND LOSSES. Subscriber will indemnify Nasdaq and hold Nasdaq and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by Subscriber with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement. Each party warrants and represents and will indemnify and hold harmless (and in every case, Nasdaq shall be permitted to solely defend and settle) another party (including Nasdaq) and their officers, directors, employees and other agents, against any Claims or Losses arising from, involving or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment or other property. This right is conditioned on the indemnified party giving prompt written notice to the indemnifying party (as does not prejudice the defense) of the Claims or Losses and providing cooperation in the defense of the Claims or Losses (without waiver of attorney-client, work-product or other legal privilege, or disclosure of information legally required to be kept confidential).

10. PERSONAL DATA. Subscriber acknowledges that Nasdaq, in the course of providing services to Subscriber, may process Personal Data (as defined in the The Nasdaq Stock Market LLC Vendor Agreement for UTP Plan Services ("Vendor Agreement")) in the performance of services or in support of its rights (including, but not limited to, its audit and usage review rights) under the Vendor Agreement. Subscriber shall provide to Vendor or its designee such Personal Data (including, but not limited to, information regarding Subscriber or, for Subscribers that are firms, information regarding individual users of the Information) as reasonably requested by Nasdaq to make Information available to Subscriber, perform Nasdaq's services under the Vendor Agreement, and/or enforce Nasdaq's rights (including, but not limited to, its audit and usage review rights) under the Vendor Agreement, and Vendor shall provide such information to

Nasdaq or its designee. Provisions for the processing of such data are set forth in the Vendor Agreement. With respect to individuals whose Personal Data is processed by Nasdaq and/or its service providers, the current publicly-posted Privacy Policy identified on the UTP Plan website located at www.utpplan.com, or its successor website, shall apply to such processing. To the extent that the Subscriber is a legal entity established in the European Economic Area ("EEA"), transfers of Personal Data to a Vendor (or its designee) outside of the EEA in connection with this Agreement shall be governed by the Data Processing Addendum of the Vendor Agreement, which is incorporated herein by reference mutatis mutandis, with the personal data exporter being the Subscriber and the personal data importer being the Vendor. Transfers of personal data from Vendor to Nasdaq shall be governed by the relevant provisions of the Vendor Agreement.

11. TERMINATION. Subscriber acknowledges that Nasdaq, when required to do so in fulfillment of statutory obligations, may by notice to Vendor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Vendor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to Nasdaq. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In addition to terminations permitted under the Vendor's agreement, this Agreement may be terminated by Subscriber with thirty (30) days written notice to Vendor and by Nasdaq with thirty (30) days written notice either to Vendor or Subscriber. Nasdaq may also alter any term of this Agreement with ninety (90) days written notice either to Vendor or Subscriber, and any use after such date is deemed acceptance of the new terms. In the event of Subscriber breach, discovery of the untruth of any representation of Subscriber, or where directed by the SEC in its regulatory authority, Nasdaq may terminate this Agreement with not less than three (3) days written notice to Subscriber provided either by Nasdaq or Vendor.

12. AMENDMENTS/AGREEMENT. Except as otherwise provided herein, no provision of this Agreement may be amended, modified or waived. No failure on the part of Nasdaq or Subscriber to exercise, no delay in exercising and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. If any of the provisions of this Agreement or application thereof to any individual, entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to individuals, entities or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event of any conflict between the terms of this Agreement and of the Vendor's agreement, the terms of this Agreement shall prevail as between Nasdaq and Subscriber.

13. REQUIREMENTS OF SELF-REGULATORY ORGANIZATION; ACTIONS TO BE TAKEN IN FULFILLMENT OF STATUTORY OBLIGATIONS. (a) Subscriber acknowledges that in the United States: (i) Nasdaq is registered with the SEC as national securities exchanges pursuant to Section 6 of the Act, and FINRA is registered with the SEC as a national securities association pursuant to 15A of the Act; (ii) FINRA and Nasdaq have a statutory obligation to protect investors and the public interest, and to ensure that quotation information supplied to investors and the public is fair and informative, and not discriminatory, fictitious or misleading;

(iii) Section 19(g)(1) of the Act mandates that FINRA and Nasdaq comply with the UTP Plan Requirements; (iv) Nasdaq has jurisdiction to enforce compliance with certain of the UTP Plan Requirements; (v) FINRA has jurisdiction to enforce compliance with certain of the UTP Plan Requirements; and (vi) Nasdaq is obligated to offer terms that are not unreasonably discriminatory between Subscribers, subject to applicable UTP Plan Requirements. Accordingly, Subscriber agrees that Nasdaq, when required to do so in fulfillment of its statutory obligations, may, temporarily or permanently, unilaterally condition, modify or terminate the right of any or all individuals or entities to receive or use the Information. Nasdaq shall undertake reasonable efforts to notify Subscriber of any such condition, modification or termination, and Subscriber shall promptly comply with any such notice within such period of time as may be determined in good UTP Plan Subscriber Agreement 2019-1B 5 faith by Nasdaq to be necessary, consistent with its statutory obligations. Any Person that receives such a notice shall have available to it such procedural protections as are provided to it by the Act and the applicable rules thereunder. (b) If Subscriber is a member of a Nasdaq market, then Subscriber expressly acknowledges and agrees that (i) this Agreement does not limit or reduce in any way Subscriber's obligations and responsibilities as a member of any applicable Nasdaq market; (ii) this Agreement does not in any way alter the procedures or standards generally applicable to disciplinary or other actions taken by Nasdaq to enforce compliance with, or impose sanctions for violations of, the UTP Plan Requirements; and (iii) the nonpayment of amounts due under this Agreement could result in the suspension or cancellation of Subscriber's membership in a Nasdaq market in accordance with the UTP Plan Requirements.

14. GOVERNING LAWS; CONSTRUCTION. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of New York, without reference to principles of conflicts of laws thereof. Any dispute that cannot be amicably settled that arises out of this Agreement shall be referred to arbitration and shall be conducted in accordance with the rules of the American Arbitration Association. All such proceedings shall be held in New York City, NY, and shall be conducted in the English language, which shall also be the language of the documents.

15. NOTICES; NOTIFICATION OF CHANGES. All notices and other communications (except for invoices) required to be given in writing under this Agreement shall be directed to the signatories or, in the alternative, to the individuals identified in subsections (a) and (b) below. Notices shall be deemed to have been duly given: (i) upon actual receipt (or date of first refusal) by the parties, or (ii) upon constructive receipt (or date of first refusal) if sent by certified mail, return receipt requested, or any other delivery method that actually obtains a signed delivery receipt, to the following addresses or to such other address as any party hereto shall hereafter specify by prior written notice to the other party or parties below, or (iii) upon posting the notice or other communication on the www.utpplan.com website or a successor site. If an email address is provided, Nasdaq may, in lieu of the above, give notice to or communicate with Subscriber by email addressed to the persons identified in subsection (a) or to such other email address or persons as Subscriber shall hereafter specify by prior written notice. By providing an email address, Subscriber agrees that any receipt received by Nasdaq from Subscriber's service provider or internet computer server indicating that the email was received shall be deemed proof that Subscriber received the message. If Subscriber cannot see or printout all or any portion of the message, Subscriber agrees that it is Subscriber's responsibility to contact Nasdaq at (301) 978–8080.

16. DEFINITIONS.

Act shall mean the Securities Exchange Act of 1934.

Affiliate shall mean any individual, corporation, company, partnership, limited partnership, limited liability company, trust, association or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such party.

Claims or Losses — Any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (a) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation or other indirect loss or damage), and (b) administrative costs, investigatory costs, litigation costs and auditors' and attorneys' fees and disbursements (including in-house personnel).

Information shall mean certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Vendor or from Nasdaq relating to: a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; b) activities of a Nasdaq Company; c) other information and data from a Nasdaq Company. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.

Nasdaq shall collectively mean The Nasdaq Stock Market LLC, a Delaware limited liability company and its subsidiaries and Affiliates (collectively “Nasdaq”).

UTP Plan Requirements — All (i) rules, regulations, interpretations, decisions, opinions, orders and other requirements of the SEC; (ii) the rules and regulations, disciplinary decision and rule interpretations applicable to UTP (iii) the decisions, policies, interpretations, operating procedures, specifications, requirements, and other documentation by Nasdaq, as Administrator of the UTP Plan, that is regulatory or technical in nature (including, but not limited to, user guides) published on the UTP Plan website located at www.utpplan.com or another website accessible by and made known to Vendor; and (iv) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions, and other requirements, whether promulgated by the United States or any other applicable jurisdiction (including in the area of intellectual property); and (v) the successors, as they may exist at the time, of the components of the UTP Plan Requirements.

Or — Includes the word "and."

Person — Any natural person, proprietorship, corporation, partnership or other entity whatsoever.

Subscriber — When it appears alone, the word "Subscriber" encompasses all Non-Professional and Professional Subscribers. All Subscribers are deemed Professional unless they are qualified as Non-Professional. Non-Professional Subscriber — Any natural person who is NOT: a)

registered or qualified in any capacity with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association or any commodities or futures contract market or association; b) engaged as an "investment adviser" as that term is defined in Section 202(a)(11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act); or c) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt. Professional Subscriber — All other persons who do not meet the definition of Non-Professional Subscriber.

System shall mean any system Nasdaq has developed for the creation and/or dissemination of Information.

Vendor shall mean Vendor and its Affiliates as identified in writing to Nasdaq.

Vendor's Service — The service from a Vendor, including the data processing equipment, software and communications facilities related thereto, for receiving, processing, transmitting, using and disseminating the Information to or by Subscriber.

3. Nasdaq Market Data

CCM may provide or make available to certain Market Data that is provided directly or indirectly by Nasdaq, Inc. or its affiliates (“Nasdaq”) (such Market Data, “Nasdaq Market Data”)©2025 Nasdaq, Inc. All rights reserved. The information, data, analysis and Information contained herein (i) include the proprietary information of Nasdaq, Inc. and/or the applicable Nasdaq Market, (ii) are subject to applicable Nasdaq Requirements (http://nasdaqtrader.com/Trader.aspx?id=GDP_Ops or successor link); (iii) may not be copied or further disseminated except as specifically authorized by Nasdaq, (iv) do not constitute investment advice, (v) are provided solely for informational purposes. and (vi) Nasdaq makes no warranties including that the information is complete, accurate or timely. Nasdaq and the Nasdaq Markets bear no liability with respect to the data analysis.

4. Morning Star Market Data

CCM may provide or make available to certain Market Data that is provided directly or indirectly by Morningstar, Inc. or its affiliates (“Morningstar”) (such Market Data, “Morningstar Market Data”)©2025 Morningstar. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses.

5. Blue Ocean End User Agreement

This Blue Ocean End User Agreement (this “Agreement”), with an effective date as of the last date executed on the signature page hereof, is made by and between CCM (“Distributor”) and the End User.

1. Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 1.

“Claims and Losses” means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, proceedings, costs, judgments, settlements and expenses of any nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (a) indirect, special, punitive, consequential or incidental loss or damage; and (b) administrative costs, investigatory costs, litigation costs and auditors’ and attorneys’ fees and expenses (including in-house personnel).

“Market Data” or “Information” means certain data and other information: (a) disseminated by a System relating to securities or other financial instruments, products, vehicles, or other means; or (b) related to Persons regulated by Blue Ocean or to activities of Blue Ocean; or (c) gathered by Blue Ocean from other sources.

“Blue Ocean Indemnified Parties” means, collectively, Blue Ocean, its affiliates and third-party information providers, and its and their respective owners, officers, directors, employees, contractors and agents.

“Non-Professional End User” means a natural person or qualifying trust that uses Market Data only for personal purposes and not for any commercial purpose and, for a natural person who works in the United States, is not: (i) registered or qualified in any capacity with the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) engaged as an “investment adviser” as that term is defined in Section 202(a)(11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that Act); or (iii) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt; or, for a natural person who works outside of the United States, does not perform the same functions as would disqualify such person as a Non-Professional User if he or she worked in the United States.

“Person” means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, or other entity.

“Professional End User” means all other Persons who do not meet the definition of Non-Professional End User.

“Regulatory Requirements” means (a) the rules, regulations, interpretations, decisions, opinions, orders and other requirements of the Securities and Exchange Commission or other regulatory authorities, as may be applicable; (b) the rules and regulations, disciplinary decisions and rule interpretations of Blue Ocean; (c) Blue Ocean’s decisions, policies, interpretations, user guides, operating procedures, specifications, requirements and other documentation that is regulatory or technical in nature published on Blue Ocean’s website or successor website; and (d) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions and other legal or regulatory requirements.

“End User” means, collectively, all Non-Professional End Users and Professional End Users.

“System” means any system Blue Ocean or its affiliates have developed for creation and/or dissemination of Market Data.

“Distributor” shall have the meaning defined in the Blue Ocean Market Data Agreement, as may be modified from time to time.

“Distributor’s Service” means the service from a Distributor, including the data processing equipment, software, and communications facilities related thereto, for receiving, processing, transmitting, using, and disseminating Market Data to or by End User.

2. Use of Data. End User may not sell, lease, furnish or otherwise permit or provide access to Market Data to any other Person or to any other office or place. End User will not engage in the operation of any illegal business use or permit anyone else to use Market Data, or any part thereof, for any illegal purpose or violation of any Regulatory Requirements. End User may not present Market Data rendered in any unfair, misleading, or discriminatory format. End User shall take reasonable security precautions to prevent unauthorized Persons from gaining access to Market Data.

Use by Non-Professional End Users. Market Data is licensed only for personal, non-commercial use by a NonProfessional End User. By representing to Distributor that End User is a Non-Professional End User, or by continuing to receive Market Data at a Non-Professional End User rate, End User is affirming to Distributor and Blue Ocean that End User meets the definition of Non-Professional End User as set forth herein. A Non-Professional End User shall comply promptly with any reasonable request from Blue Ocean, or its designee, for information regarding the Non-Professional End User’s receipt, processing, display, use, and redistribution of Market Data. Use by Professional End Users. Market Data is licensed for internal business use and/or personal use by a Professional End User. Professional End User may, on a non-continuous basis, furnish limited amounts of Market Data to customers in written advertisements, correspondence, or other literature or during voice telephonic conversations not entailing computerized voice, automated information inquiry systems, or similar technologies. Professional End User shall make its premises available to Blue Ocean, or its designee, for physical inspection of Distributor’s Service and of Professional End User’s use of Market Data (including review of any records regarding use of or access to Market Data and the number and locations of all devices that receive Market Data), all at reasonable times and upon reasonable notice, to ensure compliance with this Agreement.

3. Proprietary Data. Blue Ocean grants to End User a non-exclusive, non-transferable license during the term of the Agreement to receive Market Data distributed to it by Distributor and, thereafter, to use such Market Data as permitted under the terms of this Agreement and Regulatory Requirements. End User acknowledges and agrees that Blue Ocean and its affiliates have proprietary rights to Market Data that (a) originates on or relates to trading on Blue Ocean; (b) relates to activities that are regulated or operated by Blue Ocean; (c) Blue Ocean derives from Market Data that originates on or relates to Blue Ocean; and (d) is a compilation of information and data that Blue Ocean gathers from other sources. End User further acknowledges and agrees that Blue Ocean’s third party information providers may impose certain requirements on the use and distribution of their respective information and data or information derived from their information and data, and accordingly End User’s rights under this Agreement with respect to

Market Data including or based on such third party information and data is subject to requirements imposed by the subject provider from time to time, notwithstanding terms and conditions of this Agreement to the contrary. In the event of any misappropriation or misuse by End User or anyone who accesses Market Data through End User, Blue Ocean or its affiliates or third-party information providers shall have the right to obtain injunctive relief for its respective materials. End User shall attribute the source of Market Data as appropriate under all circumstances.

4. Payment. End User shall assume full and complete responsibility for the payment of any taxes, charges, or assessments imposed on End User or Blue Ocean (except for U.S. federal, state, or local incomes taxes, if any, imposed on Blue Ocean) by any foreign or domestic national, state, provincial, or local governmental bodies, or subdivisions thereof, and any penalties or interest relating to the provision of Market Data to End User. Interest shall be due from the date of the invoice to the time that the amounts that are due have been paid. To the extent permitted by applicable law, End User acknowledges and agrees that the termination of Distributor's Service for failure to make payments shall not be considered an improper limitation of access by Blue Ocean. For Professional End Users, if any payment is due directly to Blue Ocean under this Agreement, payment in full is due Blue Ocean in immediately available funds within 30 days of the date of an invoice, whether or not use is made of, or access it made to, Market Data. End User agrees to pay Blue Ocean any applicable late fees on all past due amounts that are not the subject of a legitimate and bona fide dispute.

5. System. End User acknowledges that Blue Ocean, in its sole discretion, may from time to time make modifications, additions, and/or deletions to the System or Market Data or any aspect of either. Such modifications, additions, or deletions may require corresponding changes to be made to Distributor's Service. Changes or the failure to make timely changes by Distributor may sever, delay, or otherwise affect End User's access to or use of Market Data. Blue Ocean shall not be responsible for any such effects. Blue Ocean does not endorse or approve any Distributor, Distributor's Service or equipment utilized by Distributor or End User.

6. Limitation of Liability. Blue Ocean Indemnified Parties shall not be liable to End User or to any other Person for any inaccurate or incomplete Market Data received from Blue Ocean or from Distributor, any delays, interruptions, errors, or omissions in the furnishing thereof, or any direct, indirect or consequential damages arising from or occasioned by said inaccuracies, delays, interruptions, errors or omissions. This Section shall not relieve Blue Ocean, Distributor, End User, or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. Blue Ocean, Distributor, and End User understand and agree that the terms of this Section reflect a reasonable allocation of risk and limitation of liability.

7. Disclaimer of Warranties. END USER EXPRESSLY ACKNOWLEDGES THAT BLUE OCEAN INDEMNIFIED PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Third-Party Information Providers' Limitation of Liability. Blue Ocean's third-party information providers shall have no liability for any damages, whether direct or indirect, whether lost profits, indirect, special, or consequential damages of End User or any other Person seeking relief through End User relating to the accuracy of or delays or omissions in any Market Data provided by Blue Ocean's third-party information providers, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to End User or any other Person seeking relief through End User pursuant to any cause of action, whether in contract, tort, or otherwise, exceed the fee paid by End User or any other Person seeking relief through End User, as applicable.

9. Claims and Losses. End User agrees to indemnify and hold harmless Blue Ocean Indemnified Parties from any and all Claims and Losses imposed on, incurred by, or asserted as a result of or relating to: (a) any noncompliance by End User with the terms and conditions hereof; and (b) any third-party actions related to End User's receipt and use of Market Data, whether authorized or unauthorized under this Agreement. Each party agrees to indemnify and hold harmless (and in every case, Blue Ocean shall be permitted to solely defend and settle) another party (including Blue Ocean) and their owners, subsidiaries, affiliates, officers, directors, employees, agents, and any related Persons, against any Claims and Losses arising from, involving, or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party provided that: (a) the indemnified party promptly notifies the indemnifying party in writing of the Claims and Losses; and (b) the indemnified party reasonably cooperates in the defense of the Claims and Losses.

10. Termination. End User acknowledges that Blue Ocean, when required to do so in fulfillment of statutory obligations or otherwise, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use Market Data, or any part thereof, and that Distributor shall immediately comply with any such notice and terminate or limit the furnishing of Market Data and confirm such compliance by written notice to Blue Ocean. Any affected Person will have available to it such procedural protections as are provided by applicable Regulatory Requirements. In addition to the termination rights permitted under any agreement End User may have with Distributor, this Agreement may be terminated by End User upon 30 days' written notice to Distributor and by Blue Ocean upon 30 days' written notice either to Distributor or End User. In the event of End User's breach, the discovery of the untruth of any representation or warranty of End User, or where directed by a regulatory authority having jurisdiction over Blue Ocean or a Blue Ocean affiliate, Blue Ocean may terminate this Agreement upon not less than 3 days' written notice to End User provided either by Blue Ocean or Distributor.

11. Notices. All communications required to be given in writing to Blue Ocean under this Agreement shall be directed to: Blue Ocean Technologies LLC 73 Lockwood Road Riverside, CT 06878 United States Email: marketdata@blueocean-tech.io Direct communication to End User at the last address known to Distributor shall be considered given (a) upon actual receipt if delivered by email, or (b) upon posting the notice or other communication on Blue Ocean's website (www.blueocean-tech.io) or successor website. End User promptly shall give written notice to Distributor of any change in the name or place of residence or business at which Market Data is received.

12. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns. Neither Distributor nor End User shall assign this Agreement in whole or in part (including by operation of law) without the prior written consent of Blue Ocean, provided, however, that Blue Ocean shall not unreasonably withhold such consent. Notwithstanding the foregoing, Distributor or End User may assign this Agreement in its entirety to an affiliate or subsidiary without the prior written consent of Blue Ocean, provided that the assigning party is not currently in breach of this Agreement or delinquent in any fees owed to Blue Ocean. Blue Ocean may assign or transfer this Agreement or any of its rights or obligations hereunder to a related or unrelated party upon notice to Distributor and End User.

13. Severability. Each provision of this Agreement will be deemed to be effective and valid under applicable law, but if any provision of this Agreement is determined to be invalid, void, or unenforceable under any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Agreement, and such provision shall be construed to be effective and valid to the fullest extent under applicable law.

14. Entire Agreement; Amendment; Waiver. This Agreement constitutes the complete and entire agreement of the parties to this Agreement with respect to its subject matter and supersedes all prior writings or understandings. If there is any conflict and/or inconsistency between this Agreement and Distributor's agreement with End User, the terms of this Agreement shall prevail as between Blue Ocean and End User. Blue Ocean may modify any term of this Agreement upon 60 days' written notice either to Distributor or End User, and any receipt or use of Market Data after such date shall be deemed acceptance of the new term or condition. No failure on the part of Blue Ocean or End User to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

15. Governing Law; Venue. This Agreement will be governed by and interpreted in accordance with the internal laws of the State of New York, USA without giving effect to any choice or conflict of law provision or rule. End User hereby submits to the jurisdiction of the state and federal courts located in the County of New York in the State of New York for the resolution of any dispute arising under this Agreement.

16. Headings. Section headings are included for convenience only and are not to be used to construe or interpret this Agreement. All references contained herein to sections or subsections shall refer to the sections or subsections of this Agreement, unless specific reference is made to the sections or subsections of another document.

17. Third Party Beneficiary. Distributor and End User hereby designate Blue Ocean as a third-party beneficiary of this Agreement, having the right to enforce any provision herein.

18. Cumulative Remedies. Except as otherwise limited herein, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or

subsequently be available at law, equity, by statute, in any other agreement between the parties or otherwise.

19. Counterparts. This Agreement may be executed in one or more counterparts, which shall each be considered an original but all of which shall constitute one and the same Agreement.

ACCEPTED AND AGREED: I, an authorized officer of the End User to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions of this Agreement, that I understand them, and that I hereby manifest End User's assent to, and End User's agreement to comply with, those terms and conditions by accepting the terms herein as a condition to my access and use of the provisioned services. I further acknowledge and agree to the terms of the Blue Ocean Privacy Policy.

6. Financial Information Incorporated ("FII") End User Agreement

1. The Data may contain CUSIP standard numbers, CUSIP standard descriptions and other information about securities (the "CUSIP Database") which FII has obtained under license from FactSet ResearchSystems Inc. ("FactSet") and made available to Subscriber through a data feed.

2. Subscriber agrees and acknowledges that the CUSIP Database is and shall remain valuable intellectual property owned by, or licensed to, FactSet and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Subscriber in such materials or in any of the information contained therein. Subscriber agrees that misappropriation or misuse of such materials will cause serious damage to FactSet and ABA and that in such event money damages may not constitute sufficient compensation to FactSet and ABA; consequently, Subscriber agrees that in the event of any misappropriation or misuse, FactSet and ABA shall have the right to obtain injunctive relief.

3. Subscriber agrees that Subscriber shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal internal processing of security transactions. Subscriber further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain and does not serve the purpose of the creation or maintenance of, a file of CUSIP descriptions or numbers for any other third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, ELECTRONIC and/or CD-ROM Services.

4. NEITHER FACTSET, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER FACTSET, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT

SHALL THE LIABILITY OF FACTSET, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED THE FEE PAID BY SUBSCRIBER FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, FACTSET AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

5. Subscriber agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

7. DTCC Data Services End User Terms

With respect to Data provided by DTCC Solutions LLC ("Service Provider") to Customer through CCM ("Recipient") for products and services on CCM ("Recipient Service"), Customer ("End User Customer") agrees:

- to receive and store Data solely for use as part of or in connection with the Recipient Service and not for any other purpose;

- to use the Data, and any data derived therefrom, internally only and not to redistribute such data;

- the Data is and shall remain the property of Service Provider or its third-party providers;

- the Data is provided "AS IS" without any guarantees, representations or warranties and agrees to a disclaimer of liability for the benefit of Service Provider on terms at least as protective as those stated in the Agreement;

- access to Data may be suspended or terminated by Recipient upon thirty (30) calendar days' notice following a determination by Recipient or Service Provider that the End User Customer is not in compliance with any terms applicable to the End User Customer's use of the Data;

- access to and use of the Data is conditional upon Recipient maintaining an agreement with Service Provider and may be subject to immediate termination upon any termination of such agreement;

- in the event of a conflict between any agreement with or terms of use established by Service Provider or its Affiliates to which End User Customer is bound ("Service Provider Agreement") and the Agreement (for the purposes of these terms, the "End User Agreement"), the Service Provider Agreement will govern with respect to End User Customer's use of the Data; and

- Service Provider is a third-party beneficiary of the rights and obligations specified in sub-sections a)-g) above and may enforce such rights and obligations directly against End User Customer even though Service Provider is not a party to the End User Agreement.

For the avoidance of doubt, an "End User Customer" shall not include any Person who uses the Data for the purpose of training, fine-tuning or otherwise improving any artificial intelligence or machine learning model (i) that is made available to any third party or (ii) whose outputs are made available to any third party.

8. OPTIONS PRICE REPORTING AUTHORITY ELECTRONIC FORM OF SUBSCRIBER AGREEMENT

IMPORTANT NOTICE: THIS SUBSCRIBER AGREEMENT (THIS "AGREEMENT") IS AN AGREEMENT BETWEEN YOU AND ***COINBASE CAPITAL MARKETS ("CCM")*** FOR YOU TO RECEIVE INFORMATION PUBLISHED BY THE OPTIONS PRICE REPORTING AUTHORITY, LLC ("OPRA"). PLEASE READ THIS AGREEMENT CAREFULLY. AFTER YOU HAVE READ THIS AGREEMENT, PLEASE INDICATE YOUR AGREEMENT TO BE BOUND BY ITS TERMS AND CONDITIONS BY CLICKING ON THE "I AGREE" BUTTON AT THE END. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU WILL BE UNABLE TO RECEIVE THE INFORMATION.

By completing and submitting this Agreement, you are applying to receive from ***CCM*** ("Vendor") a market data service (the "Service") providing access to current options last sale and quotation information and related information ("OPRA Data") published by OPRA pursuant to a Plan declared effective by the Securities and Exchange Commission. The parties to this Plan (each, an "OPRA Participant") are those national securities exchanges that are from time to time approved by the Securities and Exchange Commission for the trading of securities options. In reviewing and approving this Agreement, Vendor is authorized to act on behalf of OPRA. The person who acts from time to time as data processor on behalf of OPRA is referred to herein as "OPRA's Processor."

By consenting to the CCM Customer Agreement and trading options on CCM (including opting in and upon CCM's determination of your eligibility) , you are consenting to enter into this Agreement in electronic form. You have the right to withdraw your consent by terminating this Agreement and your receipt of the OPRA Data. Your right to terminate this Agreement and your receipt of the OPRA Data, and the procedure you must follow to do so, are described in paragraph 6 below. If any information needed to contact you electronically changes, the procedure for notifying Vendor is described in paragraph 11 below. If you wish to have a copy of this Agreement in paper form and you are unable to print a copy on your own computer system, Vendor will provide you with a paper copy at no charge upon its receipt of your request transmitted as described in paragraph 11. You may access a copy of this Agreement electronically at no charge, if your access to OPRA Data is from a device capable of receiving text, by ***accessing the CCM Customer Agreement online at https://www.coinbase.com/ccm***

This Agreement includes an "Addendum for Nonprofessionals." The term "Nonprofessional" is defined in the Addendum. The purpose of the Addendum is to determine whether you are a Nonprofessional under this definition. If you are a Nonprofessional under this definition, OPRA's charges to Vendor for your use of the OPRA Data are subject to a cap, and you may be entitled to pay lower fees to Vendor. You do not need to complete the Addendum,

but if you do not do so, or if you cannot agree with all of the statements in the Addendum, OPRA will not consider you to be a Nonprofessional.

You hereby represent and agree as follows:

1. Your full name and address are accurate as represented in your CCM account information. You shall receive the Service and the OPRA Data included therein solely for your own business or personal use, and you shall not retransmit or otherwise furnish the OPRA Data to any person, other than your own employees on devices that are subject to the control of Vendor. If you are a Nonprofessional and have completed the Addendum for Nonprofessionals, you are only permitted under this Agreement to use the OPRA Data for the investment activities described in the Addendum for Nonprofessionals.

3. You acknowledge that OPRA Data is and shall remain the property of the OPRA Participant on which a reported transaction took place or a reported quotation was entered.

4. DISCLAIMER OF LIABILITY -- NEITHER VENDOR, OPRA, OPRA'S PROCESSOR NOR ANY OPRA PARTICIPANT GUARANTEES THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF ANY OF THE OPRA DATA SUPPLIED TO YOU HEREUNDER AND NEITHER VENDOR, OPRA, OPRA'S PROCESSOR NOR ANY OPRA PARTICIPANT SHALL BE LIABLE IN ANY WAY, TO YOU OR TO ANY OTHER PERSON, FOR ANY LOSS, DAMAGES, COST OR EXPENSE WHICH MAY ARISE FROM ANY FAILURE OF PERFORMANCE BY VENDOR, OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT, OR FROM ANY DELAYS, INACCURACIES, ERRORS IN OR OMISSIONS OF, ANY OF THE OPRA DATA OR IN THE TRANSMISSION OR DELIVERY THEREOF, WHETHER OR NOT DUE TO ANY NEGLIGENT ACT OR OMISSION ON THE PART OF VENDOR, OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT. IN NO EVENT SHALL VENDOR, OPRA, OPRA'S PROCESSOR OR ANY PARTICIPANT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, OR DAMAGES RESULTING FROM INCONVENIENCE OR LOSS OF USE OF THE SERVICE.

5. The terms of this Agreement may be modified at any time upon notice to you. If you do not assent to this Agreement as modified at or prior to the time you next attempt to access the Service, this Agreement shall automatically be terminated. This Agreement as modified shall apply to your use of the Service from and after the date of the modification.

6. Your receipt of the OPRA Data hereunder may be terminated at any time by you or by Vendor upon 30 days notice from the terminating party to the other party, and may be terminated immediately upon a determination by Vendor or OPRA that you are not in compliance with this Agreement.
7. Nothing herein shall be deemed to prevent or restrict OPRA, OPRA's Processor or any

OPRA Participant from discontinuing to furnish OPRA Data for dissemination or from making such changes in the speed of transmission, the characteristics of the electrical signals representing the OPRA Data or the manner of disseminating the same, as OPRA shall from time to time determine to be appropriate, with or without notice to you. You shall not hold OPRA, OPRA's Processor, or any OPRA Participant liable for any resulting liability, loss or damage that may arise therefrom.

8. You agree to notify Vendor promptly of any changes in the information provided herein and to furnish Vendor any additional information requested by it in connection with your receipt of the OPRA Data.

9. The parties acknowledge and agree that this Agreement is for the express benefit of OPRA, OPRA's Processor and each OPRA Participant.

10. The provisions of Sections 3, 4 and 9 will survive any termination of this Agreement and will remain in full force and effect.

11. All notices under this Agreement may be provided either in writing or electronically. All written notices to Vendor shall be sent to the Vendor's street address set forth above and all such notices to you shall be sent to the street address that you provide in paragraph 1. All electronic notices to Vendor shall be sent to Vendor's email address set forth above and all such notices to you shall be provided to you where you access the OPRA Data electronically.

YOU ARE DEEMED TO HAVE AGREED TO THESE TERMS AND CONDITIONS BY AGREEING TO THE CCM CUSTOMER AGREEMENT AND ACCESSING OPTIONS TRADING ON CCM. By opting into, being deemed eligible for, accessing options trading and/or trading options at CCM, you agree that:

i) you have read and you understand all of the terms and conditions set forth above; and

ii) you intend to form a legally binding and valid contract under which you will be bound by all of the terms and conditions set forth above.

ADDENDUM FOR NONPROFESSIONALS

The purpose of this Addendum is to determine whether you are a "Nonprofessional" for OPRA's purposes. OPRA defines a "Nonprofessional" as a legal person for whom the statements set out in Section 1 of this Addendum are true. If you are a "Nonprofessional", you will be deemed to have represented and agreed to the following as a condition of your access to options trading at CCM.

1. You represent and agree that the following statements are and will continue to be true for so long as you receive OPRA Data as a Nonprofessional:

(a) You are either a "natural person" (an individual human being) or a "qualifying trust."* You are not a corporation, partnership, limited liability company, or other form of entity (including any form of trust that does not qualify as a qualifying trust). If you agree, click on "I AGREE":

(b) If you are a natural person, you shall use the OPRA Data solely in connection with your personal investment activities and the personal investment activities of your immediate family members** and qualifying trusts of which you are the trustee or custodian. If you are a qualifying trust, you shall use the OPRA Data solely in connection with your personal investment activities. In any case, you shall not use the OPRA Data in connection with any trade, business, professional or other commercial activities. If you agree, click on "I AGREE":

(c) You are not a "Professional." For a natural person who works in the United States, a "Professional" is a natural person who is: (i) registered or qualified with the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange/association, or any commodities/futures contract market/ association, (ii) engaged as an "investment adviser," as that term is defined in the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act); or (iii) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require you to be so registered or qualified if you were to perform such functions for an organization not so exempt. For a natural person who works outside of the United States, a "Professional" is a natural person who performs the same functions as someone who would be considered a "Professional" in the United States. If you agree that you are not a "Professional", click on "I AGREE":

2. You agree to notify Vendor promptly if your circumstances change such that any of the statements in Section 1 of this Addendum would no longer be true for you.

*The term "qualifying trust" means (a) any irrevocable or revocable trust (1) which has only one trustee, who is a natural person and is not receiving any compensation for acting as trustee and (2) of which the only current beneficiaries are any one or more of the trustee and the immediate family members of the trustee, and (b) any custodial account established under a Uniform Transfers to Minors Act or similar state statute (1) which has only one custodian, who is a natural person and is not receiving any compensation for acting as custodian, and (2) of which the beneficiary is a lineal descendant (a child, grandchild, etc.) of the custodian. A "current beneficiary" is a beneficiary to whom the current income or principal of the trust may or must then be distributed, ignoring the possible exercise of any then unexercised power of appointment. The term "immediate family members" is defined in the footnote to paragraph 1(b) of this Addendum.

**The term "immediate family members" means, with reference to a particular natural person, the spouse of that person, that person's lineal ancestors (that is, parents, grandparents, etc.) and lineal descendants (that is, children, grandchildren, etc.), and the spouses (including surviving spouses) of that person's lineal ancestors and lineal descendants. The term includes step and adoptive relationships.