

Streetbeat Digital Customer Agreement

In consideration of Streetbeat Digital LLC and its agents and assigns (collectively, “Streetbeat”, “You”, or “Your”) opening one or more accounts on my behalf (“My Account(s)” or the “Account(s)”), I represent and agree with respect to all Accounts as applicable, to the terms set forth below (the “Agreement”). When used in this Agreement, the words “I”, “Me”, “My”, “We”, or “Us” mean the owner(s) of the Account. For the avoidance of doubt, in the case of a joint account, the words “I”, “Me”, “My”, “We” or “Us” means each of the owners of the joint Account.

I MUST READ AND CONSIDER THIS AGREEMENT CAREFULLY AND CONTACT STREETBEAT DIGITAL TO ASK ANY QUESTIONS I MAY HAVE BEFORE ENTERING INTO THIS CUSTOMER AGREEMENT. I UNDERSTAND THAT CLICKING THAT I ACCEPT HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF THIS CUSTOMER AGREEMENT. I ACKNOWLEDGE THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME AND AMENDED AGREEMENTS WILL BE POSTED ON THE FOLLOWING WEBSITE, WWW.STREETBEAT.COM (THE “WEBSITE”) OR MOBILE APPLICATION (THE “APP”) (COLLECTIVELY, THE “APPLICATION”). I AGREE TO CHECK THE WEBSITE FOR NEW VERSIONS OF THIS AGREEMENT AND OTHER AGREEMENTS RELATING TO MY USE OF STREETBEAT DIGITAL’S SERVICES. I AGREE THAT, BY KEEPING MY ACCOUNT OR USING THE APPLICATIONS WITHOUT OBJECTING IN WRITING AFTER STREETBEAT DIGITAL POSTS A NEW VERSION OF AN AGREEMENT ON THE WEBSITE, I WILL AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS OF ANY AMENDED AGREEMENT, INCLUDING ANY NEW OR CHANGED TERMS OR CONDITIONS. I ALSO UNDERSTAND THAT BY CLICKING “I ACCEPT” I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.

1. Capacity and Status; Eligibility.

- (A) I am of legal age under the laws of the country where I reside and authorized to enter into this Agreement. No person, except Myself (or any person named in a separate agreement or joint account), has any interest in the Account opened pursuant to this Agreement. Streetbeat reserves the right to assess or reassess at any time My eligibility to maintain an Account and utilize the automated platform operated by Streetbeat and certain of its affiliates (the “Platform”).
- (B) I understand that I may only open an Account if I am a resident of jurisdictions where it is legal to do so. If at any point I cease to be a resident of a jurisdiction where the opening of and maintenance of the Account is legal, I understand that Streetbeat, at its sole discretion, may close or restrict access to My Account. In the event that I cease to be a resident of a jurisdiction where the opening of and maintenance of the Account is legal, I will notify Streetbeat in writing immediately. I further understand that I may not be able to access My Account while physically present in certain jurisdictions. Lastly, I understand that if I attempt to access My Account from a jurisdiction subject to certain U.S. sanctions or I am ordinarily resident in such a jurisdiction, or if Streetbeat reasonably believes that I am attempting such access or have become a resident in such a jurisdiction, Streetbeat may restrict the Account. If this happens, I understand that I should contact support@streetbeat.com.

2. Authorization. I appoint You as My agent for the purpose of carrying out My directions and

instructions to You in accordance with the terms and conditions of this Agreement. I hereby designate You as My agent and authorize You to take any and all action necessary with respect to My Account(s) and any other account required as part of my participation on the Platform. You are authorized to open or close My Account(s), initiate Deposits (as defined below), Withdrawals (as defined below), effectuate Transactions, as well as take such other steps as are reasonable to carry out My Instructions. I understand that the Platform is only accessible via the Applications. I agree to receive and transmit financial information through such electronic means. My use or My grant of access to My Account to any third party to access information or provide instructions with respect to My Account is solely at My risk.

- 3. Information Accuracy.** I: (i) certify that the information contained in My account application and any other document that I furnish to You in connection with My Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing You to provide financial services is a federal crime; (ii) authorize You to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to You as You may request; and (iv) agree that this Agreement, the account application and any other document I furnish in connection with My Account is Your property, as the case may be. I shall promptly advise You of any changes to the information in such agreements and documents in writing within ten (10) calendar days. I authorize You to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, You agree to provide Me a copy of any report so obtained. You may retain this Agreement, the Account application, and all other such documents and their respective records at Your sole discretion, whether or not any service is extended or Account opened by You on My behalf.
- 4. Important Information Needed to Open a New Account.** To help the government better detect 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. Therefore, I understand that when I open My Account You will ask for My name, address, date of birth, or country identification number, and other identifying information. You may also ask for copies of My driver's license, passport, taxpayer identification number, country of issuance, alien identification number, number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard, or other identifying documents as You so determine. I understand that You may take steps to verify the accuracy of the information I provide to You in My Account application or otherwise. If, for any reason, I am unable to provide the information necessary to verify My identity, You may restrict My access to My Account pending such verification or close My Account. I will provide prompt notification to You of any changes in the information including My name, address, e-mail address and telephone number.
- 5. The Platform; My Account; Cryptocurrency Trading Access .**

 - (A) Platform. In addition to Streetbeat, the Platform is operated by Streetbeat LLC ("Streetbeat RIA"). I understand that My relationship with Streetbeat RIA is governed by the terms and conditions of that certain customer agreement between Me and Streetbeat RIA (the "Investment Advisory Agreement"). My account with Streetbeat RIA ("Investment Account") is separate and distinct from My Account with Streetbeat; except with respect to funding as detailed in Section 6(A)(i). I understand that in order to participate on the Platform, I must maintain my Investment Account in good standing pursuant to the Investment Advisory Agreement.
 - (B) Account. I understand that My Account, in part, includes an account with Alpaca Crypto

LLC (“Alpaca Crypto”) and Alpaca Securities LLC (“Alpaca Securities”). I understand that My Alpaca Securities Account is governed solely by the Alpaca Securities Customer Agreement which I will enter into in conjunction with my Streetbeat RIA Investment Account. By entering into this Agreement, I am instructing Streetbeat to share My information with Alpaca Crypto and Alpaca Securities, and establish an account with Alpaca Crypto (My “Alpaca Crypto Account”) on My behalf. By entering into this Agreement, I represent that I have read, understand, and agree to the terms of the [Alpaca Crypto Customer Agreement](#), [Alpaca Securities Customer Agreement](#), [Alpaca Securities Privacy Policy](#), and other disclosure documents. I also understand that in addition to the terms and conditions of this Agreement that My Account, and the services provided by Alpaca Crypto and Alpaca Securities are also subject to Alpaca’s [Terms and Conditions](#), respectively. I hereby designate You as My agent and authorize You to take any and all action necessary with respect to My Account, including but not limited to delivering any and all Instructions on My behalf to Alpaca Crypto and consistent with the terms of this Agreement including to effectuate any Transaction (as defined below).

- (C) Account Access. By entering into this Agreement and participating on the Platform, I understand that I will have access to a self-directed cryptocurrency and digital asset (“Cryptocurrency”) trading account provided by Streetbeat and maintained by Alpaca Crypto.

I further understand that by entering into this Agreement, I will provide standing authorization to Streetbeat and Alpaca Crypto to initiate certain withdrawals, deposits, conversions, staking mechanisms and other trading operations (together, “Transactions”) through My Account, in accordance with Section 6. Provided, however, that Streetbeat and Alpaca Crypto will not initiate Transactions on My behalf except on instruction from Me which shall be given through My Account on the Platform.

- (D) SIPC and FDIC. I explicitly understand and acknowledge that Funds (as defined below) held in My Account, My Alpaca Crypto Account, and My Alpaca Securities Account are not insured by the Federal Deposit Insurance Corporation (“FDIC”), and are not subject to Securities Investor Protection Corporation (“SIPC”) coverage. In connection with a Transaction, Streetbeat may temporarily hold My Funds and aggregate the Funds of other customers in the same account (i.e., an omnibus account). There is a risk of loss associated with the use of omnibus accounts. These risks may include legal risks, liquidation or financial risks, haircut risks, and third-party risks, among others. In the event of the insolvency or any other analogous proceedings in relation to a third party, Streetbeat may only have an unsecured claim against the third party on My behalf, and I will be exposed to the risk that the funds received by Streetbeat from the third party is insufficient to satisfy My claims in respect of My Account. Streetbeat hereby disclaims any and all liability or responsibility for any resulting losses.

- 6. Transactions.** I may instruct Streetbeat to effectuate each of the below types of Transactions. Each Transaction will involve, in some capacity, the transfer and conversion of various Cryptocurrencies as well as fiat currency, including United States Dollars (“USD”) (collectively, “Funds”).

(A) Account Deposits.

- i. I understand that I may only deposit Funds into My Alpaca Securities Account, and that I may only deposit Funds in the form of USD or Crypto. I further understand that I may initiate deposits of Funds utilizing a credit or debit card as well as from a personal bank account or wallet (each, a “Personal Account”) into

My Alpaca Securities Account. By utilizing the tools made available to me through the Platform, I understand that I am able to deliver instructions (“Instructions”) to You to transfer Funds from a Personal Account of My choosing into My Alpaca Securities Account (a “Account Deposit”).

(B) Cryptocurrency Purchases and Sales.

- i. I understand that I may effect Transactions in Cryptocurrency at My sole discretion. I understand that when I provide an order to effectuate a Transaction through the Platform (an “Order”), I am providing You with an Instruction to send the Order to Alpaca Crypto. I understand that You will communicate the Instruction and Order to Alpaca Crypto. Pursuant to the Alpaca Crypto Customer Agreement, Alpaca Securities will sweep the necessary Funds out of My Alpaca Securities Account into My Alpaca Crypto Account. I understand that Alpaca Crypto will then effectuate the Transaction on My behalf and pursuant to My Instruction. I understand that all Cryptocurrencies Transactions will be facilitated and custodied by Alpaca Crypto.

(C) DeFi Program Participation.

- i. In addition to Transactions involving the purchase and sales of Cryptocurrency, I understand that through the Platform I may enter Orders to participate in certain decentralized finance (“DeFi”) protocols made available to Me through the Platform (“DeFi Program”). I understand that any participation by Me in the DeFi Program will be facilitated by You, after You allocate my Funds to Your account with Alpaca Crypto. Provided, however, in order to participate in the DeFi Program, I understand that I must submit an Order to stake Cryptocurrency (“Stake Order”) via You. I understand that once I submit a Stake Order, I am providing You with an instruction to instruct Alpaca Crypto to sweep the necessary funds out of My Alpaca Securities Account into Your Account with Alpaca Crypto. I further understand that You will withdraw Funds allocated to My Stake Order from Your Alpaca Securities account to your bank account, which You will then use to purchase the required Cryptocurrencies to participate in the designated DeFi Program of My choosing. Once You have the required Cryptocurrencies in a Cryptocurrency wallet You control, You will execute the Stake Order with the designated DeFi Program. If I choose to withdraw My Stake Order from the DeFi Program, I must submit an Order to You, which will be communicated to Alpaca Crypto. Alpaca Crypto will then, subject to Your instruction, execute a Transaction depositing Funds into My Alpaca Securities Account. I understand that Alpaca Crypto will only initiate a transfer of My Funds to My Alpaca Securities Account if You provide instructions to Alpaca Crypto that depends on the availability of My Stake Order to be withdrawn from the DeFi Program.
- ii. I understand that I may also enter Orders to unstake my Cryptocurrency (“Unstake Order”). I understand that when I enter an Unstake Order, I am giving an Instruction to You to remove my staked Cryptocurrency from the DeFi Program. I further understand that upon acting on My Instruction to unstake My Cryptocurrency, you will facilitate the transfer of Funds out of the DeFi Program and back into Your Account with Alpaca Crypto, and give an Instruction to Alpaca Crypto to sweep My Funds back into My Alpaca Securities Account.

(D) Additional Transaction Terms.

- i. I understand and agree that You may refuse to effectuate a Transaction in Your sole discretion for any reason, including in the following instances: (a) the Transaction would violate applicable laws, rules, regulations, or appears intended to defraud or manipulate; (b) as it relates to a Cryptocurrency component of a Transaction, the existence of abnormal Cryptocurrency market conditions or a significant disruption in, or premature close of, trading in a Cryptocurrency, or the market or an exchange on which a Cryptocurrency is traded; (c) a Force Majeure Event or action by an exchange, regulatory or governmental authority that disrupts trading in a Cryptocurrency underlying a Transaction occurs or is imminent; or (d) Streetbeat or a third-party service provider is unable to obtain satisfactory Cryptocurrency liquidity in order to satisfy the Transaction.
- ii. Aggregation of Transfers. I understand and acknowledge that You or any third-party service provider may aggregate My Transactions with the Transactions of other Streetbeat customers (a “Batched Transaction”). In such instances, a Transaction may not be effectuated on a real-time basis, but rather batched with one or more Transactions from other Streetbeat customers. Streetbeat will not be liable or have any responsibility for any Losses (as defined below) suffered by Me in connection with or as a result of a Batched Transaction.

7. Cryptocurrency.

- (A) Cryptocurrency Networks; Forks. Streetbeat does not own or control the underlying software protocols which govern the operation of Cryptocurrency or any DeFi protocol that is offered under the DeFi Program. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. Streetbeat is not responsible for operation of the underlying protocols, and Streetbeat makes no guarantee of their functionality, security, or availability. The underlying protocols are subject to sudden changes in operating rules (“Forks”), and such Forks may materially affect the value, function, or even the name of the Cryptocurrency. In the event of a Fork or any other similar operational change to a Cryptocurrency network Streetbeat may take all steps that it determines necessary to protect the security and safety of the Platform, including temporarily suspending Transactions (with or without advance notice to Me). Streetbeat will use its reasonable efforts to provide notice to Me of its response to any Fork or similar operational change affecting a Cryptocurrency. In response to a Fork or other similar operational change, Streetbeat may determine not to support Transactions that would involve or require the particular Cryptocurrency. I understand and accept the risks of Forks and other similar operating changes to Cryptocurrency available through the Platform. I agree that You are not responsible for any loss of value that I may experience as a result, whether directly or indirectly, from any such Fork or similar operating change.
- (B) Delisting or Non-Supported Cryptocurrency. If at any time any of the Cryptocurrency necessary to effectuate a Transaction is delisted from exchanges or trading markets that Streetbeat or its third-party service providers utilize, or Streetbeat determines to no longer support such Cryptocurrency for any reason, then any currently outstanding Transactions will be immediately cancelled.
- (C) Cryptocurrency Withdrawals and Third-Party Transfers. If available, Customer understands that it is exclusively responsible for ensuring that a Deposit, Withdrawal or third-party transfer is being made to the correct or intended wallet address. Cryptocurrency Deposits, Withdrawals and third-party transfers cannot be reversed once broadcast to the relevant Cryptocurrency network. Streetbeat will not be liable for any loss that results from inaccurate, incomplete, or misleading details that Customer may provide

in connection with a Deposit, Withdrawal or third-party transfer. Streetbeat will not bear any liability for any failure, error or delay in processing a Deposit, Withdrawal or third-party transfer. Streetbeat may, in its sole discretion, provide reasonable assistance to Me in the event that I request reasonable assistance in connection with an attempted, failed, or otherwise erroneous Deposit, Withdrawal or third-party transfer. You do not guarantee that any such assistance will result in the successful completion or remediation of a Deposit, Withdrawal, Third-Party Transfer, or the recovery of any Funds. Streetbeat may charge fees in connection with any such assistance. I understand that a Deposit, Withdrawal or third-party transfer may be incapable of reversal once properly initiated.

8. **No Tax Advice.** I understand that Streetbeat does not provide tax or legal advice.
9. **Discontinuation of Service.** I understand that You may discontinue My Account and any services related to My Account immediately by providing written notice to Me. I fully understand that in the event that Streetbeat discontinues My Account or access to My Account that I may no longer be able to transact out of My Alpaca Securities Account.
10. **Telephone Conversations and Electronic Communications.** I understand and agree that You may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, You do not consent to the recording of telephone conversations by any third party or Me. I acknowledge and understand that not all telephone or electronic communications are recorded by You, and You do not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.
11. **Oral Authorization.** I agree that You shall be entitled to act upon any oral instructions given by Me so long as You reasonably believe such instruction was actually given by Me or My authorized agent.
12. **Limitation of Liability; Indemnification.**

(A) I UNDERSTAND AND AGREE THAT YOU, YOUR AFFILIATES, YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, AND DAMAGES) THAT I MAY INCUR IN CONNECTION WITH MY USE OF THE SERVICES PROVIDED BY YOU UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MY USE OF THE APP AND THE WEBSITE, AS WELL AS ANY AND ALL FUNCTIONS AND FEATURES MADE AVAILABLE ON THE PLATFORM, INCLUDING THE ENTERING INTO OF TRANSACTIONS, AS WELL AS ANY SERVICES OF ANY KIND MADE AVAILABLE THROUGH THE PLATFORM BY ANY THIRD PARTY (INCLUDING ANY THIRD-PARTY SERVICE PROVIDER), (COLLECTIVELY, THE “SERVICES”). YOU, YOUR AFFILIATES, AND YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES SHALL NOT BE LIABLE BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICES OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF YOUR SYSTEMS, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

(B) Except as otherwise provided by law, You, or any of Your affiliates or respective partners,

officers, directors, employees or agents (collectively, "Indemnified Parties") shall not be liable for any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, "Losses") are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Your, or any of Your affiliates' gross negligence or intentional misconduct. In addition, I agree that the Indemnified Parties shall have no liability for, and I agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by Me with any of the terms and conditions of this Agreement; (ii) any third-party actions related to My use of the App or the Website; (iii) My or My agent's misrepresentation or alleged misrepresentation, or act or omission; (iv) Indemnified Parties following My or My agent's directions or instructions, or failing to follow My or My agent's unlawful or unreasonable directions or instructions; (v) any activities or services of the Indemnified Parties in connection with My Account (including any technology services, reporting, trading, research or capital introduction services, settlement or processing of any transfer of funds to or from My Account(s) herein); or (vi) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to Me. Further, if I authorize or allow third parties to gain access to Your services, including My Accounts, I will indemnify, defend and hold harmless You, Your affiliates, and Your and Your affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. Streetbeat does not warrant against loss of use or any direct, indirect or consequential damages or Losses to Me caused by My assent, expressed or implied, to a third party accessing My Account or information, including access provided through any other third party systems or sites.

- (C) I consent to the use of automated systems or service bureaus by You and Your affiliates in conjunction with My Account, including record keeping, reporting and account reconciliation and risk management systems (collectively "Automated Systems"). I understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense, or liability to Me. I understand and agree that Indemnified Parties will have no liability whatsoever for any of My Losses arising out of or relating to a System Failure. I also agree that Indemnified Parties will have no responsibility or liability to Me in connection with the performance or non-performance by any third party or any of their respective agents or affiliate. I agree that Indemnified Parties will have no liability, to Me or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that I may incur in connection with My use of the App, the Website, and other services provided by Indemnified Parties under this Agreement. Further, if I authorize or allow third parties to gain access to Your services, including My Accounts, I will indemnify, defend and hold harmless You, Your affiliates, and Your and Your affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

13. Effect of Attachment or Sequestration of Accounts. You shall not be liable for refusing to obey

any instruction given by or for Me with respect to any of My Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against Me, and You shall be under no obligation to contest the validity of any such attachment or sequestration.

14. Fees and Charges. I understand that Streetbeat may charge a fee, subject to the Fee Schedule, for providing the services as described in this Agreement, in connection with My Account. Specifically, Streetbeat will charge Me a monthly account fee (“Monthly Fee”). I agree to pay all applicable federal, state, local, and foreign taxes in connection with the use of Streetbeat’s services. I authorize Streetbeat to automatically debit My Account, charge my debit or credit card, and/or adjust a Transaction for any such charges, fees, and taxes. Fee rates are available at https://api.streetbeat.com/media/terms/Fee_Schedule.pdf. I agree to pay any such fees at the then-prevailing rate. I acknowledge that the prevailing rate of fees may change, and that change may occur without notice, unless required by applicable law. I agree to be bound by such changes. I understand that Streetbeat RIA, Alpaca Securities, Alpaca Crypto, or any other third party service provider may charge Me fees separate and apart from the fees provided for under this Agreement or as evidenced on the fee schedule, pursuant to the applicable agreements and/or terms and conditions governing the provision of such services.

15. Electronic Delivery of Account Information. All communications, notices, legal disclosures, and other materials related to My Account or this Agreement, including account statements, notices, disclosures, regulatory communications and other information, documents, data and records regarding My Account (the “Communications”), or an alert that any such Communication has been posted to the secure section of the Website or the App, and is available for viewing, may be sent to Me at the mailing address for My Account or the e-mail address that I have given to You in My account application (to either e-mail address in the case of joint accounts where each account holder has given an e-mail address; notice to both e-mail addresses is not required) or at such other address as I may hereafter give You in writing or by e-mail at least ten (10) calendar days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to Me personally, whether actually received or not. I will read and understand the Communications provided to Me and in the event I do not will contact the provider of the Communication be it You, Your affiliate, or a third party.

16. Arbitration. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. BY ENTERING INTO THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:

ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED;

ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY’S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED;

THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;

THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION; AND

THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR

CLAIMS BETWEEN INTERNATIONAL PAYMENTS AND CUSTOMER OR THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR ACCOUNT, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF INTERNATIONAL PAYMENTS' BUSINESS OR ANY ACCOUNT (COLLECTIVELY, "CLAIMS"), SHALL BE CONDUCTED SOLELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON OR ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY. ANY SUCH ARBITRATION SHALL BE HELD IN THE CITY AND STATE WHERE INTERNATIONAL PAYMENTS' PRINCIPAL OFFICE IS LOCATED AT THE TIME SUCH ARBITRATION IS COMMENCED. THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST INTERNATIONAL PAYMENTS OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

Notwithstanding the foregoing or anything to the contrary in this Agreement, in no way shall this Agreement constitute a waiver or limitation of rights that I may have under federal or state law to pursue a remedy by other means if and to the extent such laws guaranty such right to Me and do not permit the waiver thereof.

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

18. Consent to Electronic Delivery of Documents.

(A) Consent. **By agreeing to electronic delivery, I am giving My informed consent to electronic delivery of all Account Documents, as defined below, other than those I have specifically requested to be delivered in paper form. "Account Documents"** include notices, disclosures, current and future account statements, regulatory communications, tax-related documents, and any other information, documents, data, and records regarding My Account, this Agreement (including amendments to this Agreement), and the services delivered or provided to Me by Streetbeat. I agree that I can access, view, download, save, and print any Account Documents I receive via electronic delivery for My

records.

- (B) Electronic Delivery System. I acknowledge that Your primary methods of communication with Me include (A) posting information on the Website, (B) providing information via the App, (C) sending email(s) to My email address of record, and, to the extent required by law, (D) providing Me with notice(s) that will direct Me to the App or the Website where I can read and print such information. Unless otherwise required by law, You reserve the right to post Account Documents on the Website without providing notice to Me. Further, You reserve the right to send Account Documents to My postal or email address of record, or via the App or Website. I agree that all Account Documents provided to Me in any of the foregoing manner is considered delivered to Me personally when sent or posted by Streetbeat, whether I receive it or not. Further, I agree that all such Account Documentation will be deemed correct unless I provide notice to You of any error in the Account Documentation in accordance with the terms set forth herein. All e-mail notifications regarding Account Documents will be sent to My e-mail address of record. I agree to maintain the e-mail address that I have provided You until I provide You with a new one. I understand that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. I further understand that it is My sole responsibility to ensure that any emails from You or Your Affiliates are not marked as SPAM. Regardless of whether or not I receive an e-mail notification, I agree to check the Website regularly to avoid missing any information, including time- sensitive or otherwise important communication. If I authorize someone else to access the e-mail account I have provided You, I agree to tell them to share the Account Documents with Me promptly, and I accept the risk that they will see My sensitive information. I understand that if I use a work e-mail address or computing or communications device, My employer or other employees may have access to the Account Documents. Additionally, I acknowledge that the Internet is not a secure network and agree that I will not send any confidential information, including Account numbers or passwords, in any unencrypted e-mails. I also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold You, Your Affiliates, and Your and Your Affiliates' respective officers and employees harmless for any such access regardless of the cause. I agree to promptly and carefully review all Account Documents when they are delivered and notify Streetbeat in writing within five (5) calendar days of delivery if I object to the information provided (or other such time specified herein). If I fail to object in writing within such time, Streetbeat is entitled to treat such information as accurate and conclusive. I will contact You to report any problems with accessing the Account Documents or any other issue I may encounter.
- (C) Costs. Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and I agree to bear these costs. Streetbeat will not charge Me additional online access fees for receiving electronic delivery of Account Documents
- (D) Archival. Upon My request, I may obtain copies of up to six (6) prior years of My Account statements, and three (3) prior years of My Transaction confirmations.
- (E) Revocation of Consent. Subject to the terms of this Agreement, I may revoke or restrict My consent to electronic delivery of Account Documents at any time by notifying Streetbeat in writing of My intention to do so. I also understand that I have the right to request paper delivery of any Account Document that the law requires Streetbeat to provide Me in paper form. Streetbeat will not treat My request for paper copies as a withdrawal of My consent to electronic delivery of Account Documents. I understand that if I revoke or restrict My

consent to electronic delivery of Account documents. I understand that if I revoke or restrict My consent to electronic delivery of Account Documents or request paper delivery of same, Streetbeat, in its sole discretion, may charge Me a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to Me electronically, restrict or close My account, or terminate My access to Streetbeat's services. I understand that neither My revocation or restriction of consent, My request for paper delivery, nor Streetbeat's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while My consent was in effect.

- (F) Duration of Consent. My consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either I or Streetbeat revokes it. I understand that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and that I may receive electronic notifications until such consent is processed.
- (G) Hardware and Software Requirements. I understand that in order to receive electronic deliveries, I must have access to a computer or mobile device with Internet access, a valid e-mail address, and the ability to download such applications as Streetbeat may specify and to which I have access. I also understand that if I wish to download, print, or save any information I wish to retain, I must have access to a printer or other device in order to do so.
- (H) Consent and Representations. I hereby agree that I have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, I hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. I will maintain a valid e-mail address and continue to have access to the Internet. If My e-mail address changes, I agree to immediately notify Streetbeat of My new e-mail address in writing.

19. Force Majeure. Streetbeat may, in its reasonable opinion, determine that a Force Majeure Event exists. A "Force Majeure Event" for the purposes of this Agreement will include, but is not limited to, the following: (a) any act, event or occurrence (including, without limitation, any act of God, strike, riot or civil unrest, epidemic, pandemic, act of terrorism, war (declared or undeclared), fire, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in Streetbeat's opinion, prevents it from maintaining My Account; (b) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or (c) the failure of any relevant supplier, service provider, financial institution, agent or principal of ours, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations. If Streetbeat determines that a Force Majeure Event exists, Streetbeat may, without notice to Me, and at any time, acting reasonably, take one or more of the following steps: (i) cease processing any instruction or direction related to a Deposit, Withdrawal, Order or Deposit Account Transfer; or (ii) suspend or modify the application of all or part of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for Streetbeat to comply thereto. I agree that Streetbeat and its affiliates will not be liable in any way to Me or to any other person in the event of a Force Majeure Event, nor for Streetbeat's actions pursuant to this Section if Streetbeat decides to take such action. The parties shall be released of all responsibilities for partial or full non-fulfilment, as well as for improper fulfilment of the obligations under this Agreement, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event.

20. Miscellaneous Provisions.

- (A) Applicable Law. This Agreement and all activity effectuated in My Account shall be governed by the laws of the State of California (regardless of the choice of law rules thereof).
- (B) Interpretation. The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The word “or,” when used in this Agreement, has the inclusive meaning represented by the phrase “and/or.” Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms “hereof,” “herein,” “hereunder” and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder. All personal pronouns used in the Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, if and where applicable.
- (C) Binding effect; Assignment. This Agreement shall bind My heirs, assigns, executors, successors, conservators and administrators. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Your prior written consent. You may assign, sell, or transfer My Account and this Agreement, or any portion thereof, at any time, without My prior consent.
- (D) Privacy Policy. I authorize You to share information about Me and My Account(s) with Streetbeat RIA, Alpaca Crypto, Alpaca Securities, or any of Your affiliates, agents or third party providers. The Streetbeat privacy notice is available to Me by accessing <https://api.streetbeat.com/media/terms/4.Privacy.Policy.v1.pdf>.
- (E) Severability. If any provisions or conditions of this Agreement, or any application thereof to any person, entity, or circumstance, are or become to any extent inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed to any extent 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 and be valid and enforceable to the fullest extent permitted by law.
- (F) Website Postings. I agree and understand that Streetbeat may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to My use of the App, the Website, or My Account on the Website (“Website Postings”). I understand that it is My continuing obligation to understand the terms of the Website Postings, and I agree to be bound by the Web Postings as are in effect at the time of My use.
- (G) Entirety of Agreement. This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings), and the terms and conditions contained in My Account statements and confirmations, contain the entire agreement between Streetbeat and Me and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Streetbeat and Me, provided, however, that any and all other agreements between Streetbeat and Me, not inconsistent with this Agreement, will remain in full force and effect.

- (H) Amendment. You may at any time amend this Agreement without prior notice to Me. The current version of the Agreement will be posted on the Website and My continued Account activity after such amendment constitutes My agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether I have actually reviewed them. Continued use of the App, the Website or any other Streetbeat’s services after such posting will constitute My acknowledgment and acceptance of such amendment. I agree to regularly consult the Website for up-to-date information about Streetbeat services and any modifications to this Agreement. You are not bound by any verbal statements that seek to amend the Agreement.
- (I) Termination. You may terminate this Agreement, or close, deactivate, or block access to My Account at any time in Your sole discretion. I will remain liable to You for all obligations incurred in My Account, pursuant to this Agreement, or otherwise, whether arising before or after termination. I may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of My Account.
- (J) No Waiver; Cumulative Nature of Rights and Remedies. I understand that Your failure to insist at any time upon strict compliance with any term contained in this Agreement, any delay or failure on Your part to exercise any power or right given to You in this Agreement, a continued course of such conduct on Your part, or any course of dealing with respect to any right, power, or privilege under this Agreement shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise or the exercise of any other right, power, or privilege under this Agreement. All rights and remedies given to You in this Agreement are cumulative and not exclusive of any other rights or remedies to which You are entitled.
- (K) Customers. I understand that the Platform and the associated services provided by Streetbeat are intended solely for residents of jurisdictions where the opening of and maintenance of the Account is legal. The Platform shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

ACCEPTED AND AGREED: I acknowledge that I have read the preceding terms and conditions of this Agreement, that I understand them and that I hereby manifest My assent to, and My agreement to comply with, those terms and conditions by clicking “Submit Application.” I also understand that by clicking “I Accept” I have acknowledged that this Agreement contains an arbitration clause.