

Ram Financial LLC Brokerage Agreement

1. Introduction

A. Agreement to Terms

In consideration of Ram Financial LLC, a broker-dealer registered with the Securities and Exchange Commission (“**SEC**”) and a member in good standing with the Financial Industry Regulatory Authority (“**FINRA**”), and its agents and assigns (collectively “**Ram Financial**” or the “**Broker**”) opening one or more accounts (individually and collectively referred to as “**My Investing Account**” or the “**Investing Account**”) on my behalf, I represent and agree with respect to all Investing Accounts to the terms set forth below, and contained in all addendums and amendments attached hereto and as may be added from time to time (collectively referred to as the “**Brokerage Agreement**” or “**This Agreement**”).

Ram Financial is a wholly owned subsidiary of Aries Financial, Inc. (“**Aries Financial**” or “**Aries**”). Aries Financial is a technology company that develops and operates the consumer-facing platform, including the website at aries.com (the “**Website**”) and the Aries mobile application (the “**App**”), through which I access the brokerage services provided by Ram Financial. Throughout This Agreement, references to “**Ram Financial**” or the “**Broker**” pertain to the registered broker-dealer and its regulatory obligations, while references to “**Aries**” or “**Aries Financial**” pertain to the technology platform and related non-brokerage services.

When used in this Brokerage Agreement, the words “**I**,” “**Me**,” “**My**,” and/or “**Mine**” mean the owner(s) of the Investing Account. For any account with more than one owner (such as a joint or trust account), such words refer to all owners, collectively and individually.

B. Terms and Conditions

As a condition of this Brokerage Agreement, I agree to the following:

- (I) I understand that the terms and conditions of This Agreement govern all aspects of My relationship with the Broker regarding My investment accounts.
- (II) I will carefully read, understand, and accept the terms and conditions of This Agreement before I click “I AGREE” or other similarly worded button.
- (III) If I have any questions about any of the provisions in This Agreement, I will contact support at support@aries.com.
- (IV) I understand that clicking “I AGREE” is the legal equivalent of My manually signing This Agreement and I will be legally bound by its terms and conditions.
- (V) By entering into This Agreement, I acknowledge receipt and accept the terms of the [Aries Terms and Conditions](#) and the [Aries Privacy Policy](#).
- (VI) I understand that This Agreement may be amended from time to time by Ram Financial with revised terms posted on the Aries Website (help.aries.com).
- (VII) I agree to check for updates to This Agreement. I understand that by continuing to maintain My Investing Account without objecting to any revised terms, I am accepting the terms of the revised Brokerage Agreement and will be legally bound by its terms and conditions.
- (VIII) If I request other Services provided by Ram Financial or Aries Financial that require Me to agree to specific terms and conditions electronically (through clicks or other actions) or otherwise, such terms and conditions will be deemed an amendment and will be incorporated into and made part of This Agreement.

(IX) I UNDERSTAND THAT BY CLICKING “AGREE & ACCEPT” I HAVE ACKNOWLEDGED THAT THIS BROKERAGE AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN SECTION 15 HEREIN.

C. My Account and Relationship with the Broker

(I) Types of Investing Accounts

- (1) A “Self-Directed Account” shall refer to an Investing Account in which I make My own investment decisions and direct the Broker to execute My orders.

(II) Authorization

- (1) I appoint Ram Financial as My broker and agent for the purpose of carrying out My directions with respect to My Investing Account(s).
- (2) Ram Financial is authorized to act as My broker upon My directions, in accordance with the terms and conditions of This Agreement and any attendant risks with respect to the purchase or sale of securities for so long as I maintain an account.
- (3) Ram Financial is authorized to open or close My Investing Accounts; place, withdraw, and cancel orders; and take such other steps as are reasonable to maintain My account and to carry out My directions.
- (4) All transactions will be effected only on My order or the order of My authorized delegate, except as otherwise provided in This Agreement.
- (5) I understand Ram Financial provides trading and brokerage services through the Aries Website and the Aries App. I agree to receive and transmit financial information through such electronic means.

D. Services and Agreements

(I) Services

“**Aries Service**” means the non-brokerage services provided by Aries Financial, Inc. through the App and Website, including general news and information, commentary, educational material, information and data concerning the financial markets, securities, and other subjects, market data such as quotations for securities transactions and/or last sale information for completed securities transactions reported in accordance with federal securities regulations, along with other websites, networks, applications, mobile applications, developer tools, and other services, including any social media services available on the App and Website. The Aries Service does not include the brokerage services provided by Ram Financial LLC (the “**Brokerage Service**”). The Brokerage Service encompasses all account opening, order execution, clearing, custody, and related broker-dealer functions performed by Ram Financial through its clearing arrangement with Apex Clearing Corporation. Together the Aries Service and Brokerage Service are referred to as the “**Services**.”

(II) Agreements

This Agreement, in conjunction with the Aries Terms and Conditions, solely governs My use of the Brokerage Service and My relationship with Ram Financial as related to the Brokerage Service. To access and use the Services, I acknowledge receipt of and agree to the terms of the following agreements and items (provided at <https://help.aries.com>), as supplemented and updated from time to time:

- (1) The applicable agreement(s) with Apex Clearing Corporation (“Apex”), including the [Apex Customer Account Agreement](#) and any applicable joint, trust, entity, or other account-type-specific agreements;

- (2) [Market Data Addendum to the Ram Financial LLC Brokerage Agreement](#);
- (3) [Ram Financial LLC Customer Relationship Summary](#);
- (4) [Ram Financial LLC Day Trading Risk Disclosures](#);
- (5) [Ram Financial LLC FINRA Public Disclosure Program](#);
- (6) [Ram Financial LLC Fractional Shares Risk Disclosure](#);
- (7) [Ram Financial LLC Summary of Business Continuity Plans](#);
- (8) [Ram Financial LLC US Consumer Privacy Notice](#);
- (9) [Ram Financial LLC Use and Risk Disclosures](#);
- (10) [Ram Financial LLC Electronic Delivery and Signature Policy](#);
- (11) [Aries Financial, Inc. Terms and Conditions](#);
- (12) [Aries Financial, Inc. Privacy Policy](#);
- (13) [Apex Margin Account Agreement](#) and [Margin Risk Disclosure Statement](#), if I have elected to open one or more of My Investing Accounts as a margin account instead of a cash account;

(III) Disclosures

In addition to the agreements provided above, I agree that I have reviewed and I acknowledge and agree to all of the disclosures, notices, and policies available at help.aries.com, as supplemented and updated from time to time.

E. No Investment Advice or Recommendations by the Broker

I agree and acknowledge that I am not relying on any recommendations from Ram Financial and that Ram Financial has not made any suitability determinations with respect to my investment decisions. I acknowledge that I have an affirmative duty to monitor and stay informed about My Investing Account and My investments and respond to changes as I deem appropriate. To the extent research materials or similar information is available through the Aries Service, I understand that these materials are intended for informational and educational purposes only and they do not constitute a recommendation or offer to enter into any securities transactions or to engage in any investment strategies.

F. Apex Execution Services

(I) Clearance Agreement

- (1) I understand that Ram Financial does not handle cash and does not directly execute trades. All money and securities in My account are held by Apex and all trades for Me are executed by Apex at the instruction of Ram Financial. I understand that Ram Financial has entered into a clearing agreement with Apex whereby Ram Financial will introduce My Investing Account to Apex, and Apex will clear all transactions, on a fully-disclosed basis. I understand that Apex carries My Investing Account(s) and is responsible for the execution, clearing, and bookkeeping of transactions, but is not otherwise responsible for the conduct of Ram Financial. I will separately enter into a customer agreement with Apex which will govern My relationship with Apex.
- (2) Until receipt from Me of written notice to the contrary, Apex may accept from Ram Financial, without inquiry or investigation: (i) orders for the purchase or sale of securities and other property, on margin or otherwise; and (ii) any other instructions concerning said accounts. Apex will look solely to Ram Financial unless otherwise directed, and not to Me, with respect to any such orders or

instructions; except that I understand that Apex will prepare and deliver confirmations, statements, and other notices with respect to My Investing Account directly to Me with copies made available to Ram Financial, and that Apex may look directly to Me or Ram Financial for delivery of margin, payment, or securities, as applicable.

- (3) I agree to hold Apex harmless from and against any losses, costs, or expenses arising in connection with the delivery or receipt of any such communication(s), provided Apex has acted in accordance with the above. I agree further to hold Ram Financial harmless from and against any losses, costs, or expenses arising in connection with any actions taken by Apex in accordance with this provision and the customer agreement I have or will enter into with Apex.
- (4) I understand and agree that Ram Financial is not responsible for regulating Apex and is not responsible, and will not be liable, for Apex's actions. I will resolve any disputes I have with Apex directly.

(II) Securities Lending

If I have agreed to enroll in the Apex fully-paid securities lending program, Apex may lend the securities in My Investing Account to other brokers or investors who are seeking to borrow stock. I understand that if I participate in the securities lending program and My shares are loaned out, I will earn a portion of the fees actually received by Apex in connection with such loans, subject to the terms and conditions of the [Apex Master Securities Lending Agreement](#).

G. Investing Account Risks

I understand and agree that:

- (I) All investments involve risk, including a potential complete loss of all funds invested;
- (II) Losses may exceed the principal invested;
- (III) The past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns;
- (IV) My investment decisions are My own and I shall not rely on the Broker or Aries Financial or any information provided by either entity in making any investment decision;
- (V) My use or My grant of access to My Investing Account to any third party is solely at My risk; and
- (VI) I am solely responsible for knowing the rights, terms, and obligations of all securities purchased, sold, and maintained in My Investing Account including, but not limited to, mergers, reorganizations, stock splits, dividends, option symbols, and option deliverables. Ram Financial may, but is not obligated to, notify Me of any upcoming expiration or redemption dates, or take any action on My behalf without My specific instructions except as required by law and the rules of regulatory authorities.

H. Fees and Charges

Ram Financial may charge (i) transaction fees or commissions on some orders to buy or sell certain securities, (ii) account fees on certain types of brokerage accounts, and (iii) certain administrative fees. Ram Financial also passes along certain regulatory fees charged on certain of My transactions by applicable regulatory agencies. For a list of current fees and charges, please refer to the current [Fee Schedule](#).

I agree to pay any and all fees and charges of Ram Financial and Apex that I may incur at the prevailing rate, and I acknowledge that such prevailing rates may subsequently change from time to time without notice to Me. I also agree to pay all applicable federal, state, and local taxes, and any fees, costs, or expenses incurred by Ram Financial in connection with collection of any negative or unpaid balance due

on My Investing Account, including attorney's fees allowed by law. I authorize Ram Financial to automatically debit My Investing Account for any fees, charges, or other amounts owed to Ram Financial by Me, and for any taxes owed by Me.

I. Account Settings

I understand that My Investing Account comes with many defaulted service instruction features and preferences. I further understand that I am not required to use these defaulted options or preferences and that once My Investing Account is approved and opened I have the sole discretion to control and adjust such defaulted service preferences that relate to My account.

J. No Endorsement of Day Trading Strategy

I understand that Ram Financial does not recommend, endorse, or promote a "day trading" strategy, which may involve significant financial risks to Me. Ram Financial regularly reviews all trading activity to identify Pattern Day Traders. If My trading activity indicates that I may be a Pattern Day Trader, Ram Financial reserves the right, in its sole discretion, to apply enhanced maintenance requirements to My Account, including a minimum Account balance of \$25,000 in cash and eligible securities before any day trades can be made using margin funds. If My Account balance falls below the \$25,000 minimum requirement, I will not be permitted to day trade until My Account is restored to the \$25,000 minimum equity level.

K. SIPC and Other Insurance Coverage

Ram Financial and Apex are both members of the Securities Investor Protection Corporation ("SIPC"), which provides protection for accounts up to \$500,000 (including \$250,000 for claims of cash) per client as defined by SIPC rules. An explanatory brochure is available upon request at www.sipc.org. I also understand that Apex has purchased an additional insurance policy to supplement SIPC protection. SIPC and the excess of SIPC coverage does not protect against loss due to market depreciation, fluctuation in market value of My securities, or a trading loss. Aries Financial, Inc. is not a broker-dealer and is not a member of SIPC.

L. Oral Authorization

I agree that Ram Financial is entitled to act upon any oral instructions given by Me so long as Ram Financial reasonably believes such instruction was actually given by Me or My authorized agent.

M. Effect of Attachment or Sequestration of Accounts

Ram Financial shall not be liable for refusing to obey any orders given by or for Me with respect to any of My Investing Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against Me, and Ram Financial is under no obligation to contest the validity of any such attachment or sequestration.

N. Event of Death

In the event of My death or the death of one of the joint account holders, the representative of My estate or the survivor or survivors must immediately give Ram Financial written notice thereof, and Ram Financial may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the Investing Account as Ram Financial deems advisable to protect itself against any tax, liability, penalty, or loss under any present or future laws or otherwise. Ram Financial may in its discretion close out any or all of the Investing Accounts without awaiting the appointment of a personal representative for My estate. The estate of any of the account holders who have died is liable and each survivor will continue to be liable, jointly and severally, to Ram Financial for any net debit balance or loss in said account resulting from the

completion of transactions initiated prior to the receipt by Ram Financial of written notice of the death of the decedent or incurred in the liquidation of the Investing Account.

2. About Me

A. Capacity and Status

- (I) If an individual, I am of legal age under the laws of the State where I reside, under no legal incapacity, and authorized to enter into This Agreement;
- (II) If an entity, I am duly formed, validly existing, and in good standing in My state of organization, have full power and authority to enter and perform This Agreement, and the person(s) signing the account application are fully authorized to act on My behalf;
- (III) If a trust, I have full power and authority to enter and perform This Agreement, and the trustee(s) signing the account application are fully authorized to act on My behalf; and
- (IV) If a joint account, each joint account holder has authority, without notice to the other, to act on My behalf and full power and authority to enter and perform This Agreement.

B. Account Owners

I agree not to allow any person to trade for My Investing Account unless a trading authorization for that person has been received and approved by Ram Financial.

C. Information Accuracy

I represent, warrant, and certify that the information contained in This Agreement, the account application, and any other document that I furnish to Ram Financial in connection with My Investing Account(s) is complete, true, and correct, and acknowledge that knowingly giving false information for the purpose of inducing Ram Financial to extend credit is a federal crime. I will promptly advise Ram Financial of any changes to the information in such agreements and documents in writing within 10 calendar days. Ram Financial may rely upon all information I provide to it.

D. Important Information Needed to Open a New Investing 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 Investing Account, Ram Financial will ask for My name, address, date of birth, social security number, and other identifying information. Ram Financial may request copies of My driver's license, passport, or other documents meant to verify My identity. I understand that Ram Financial may take steps to verify the accuracy of the information I provide and may restrict My access to My Investing Account pending such verification.

E. Regulatory Status

Except as otherwise disclosed to Ram Financial in writing, neither I nor any member of My immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company, or any corporation, firm, or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. I understand and agree that I am obligated to promptly notify Ram Financial in writing if I or a member of My immediate family becomes registered or employed in any of the above-described capacities.

3. Compliance with Laws and Regulations

I agree to comply with all laws, rules, and regulations that apply to Me and to My Investing Account and the purchases and sales of securities made through My Investing Account. Without limiting the generality of the foregoing, I will not use the Services to make trades in violation of any federal or state securities laws, trade on insider information, or attempt to manipulate the market. In no event will Ram Financial be obligated to effect any transaction if it believes it may violate any federal or state law, rule, or regulation or the rules or regulations of any regulatory or self-regulatory organization.

4. Privacy and Confidentiality

A. Privacy

Ram Financial and Aries Financial will take reasonable measures to protect the privacy and confidentiality of information in their possession about My Investing Account and Me. The Aries Financial Privacy Policy explains how information is collected and protected. The Privacy Policy is incorporated into This Agreement by this reference.

B. Account Numbers and PINs

- (I) I am solely responsible for keeping My Investing Account numbers and PINs confidential. “PINs” means My username and password.
- (II) I agree and accept full responsibility for monitoring and safeguarding My Investing Accounts and access to My Investing Accounts.
- (III) I agree to immediately notify Ram Financial in writing if I become aware of: (i) any loss, theft, or unauthorized use of My PINs or Investing Account numbers; (ii) any failure by Me to receive any communication indicating that an order was received, executed, or canceled; (iii) any receipt by Me of confirmation of an order which I did not place; (iv) any inaccurate information in or relating to My Investing Account; or (v) any other unauthorized use or access of My Investing Account (each a “Potential Fraudulent Event”).
- (IV) I agree to notify Ram Financial immediately after I discover any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. I agree to cooperate fully with legal authorities and Ram Financial in any investigation of any Potential Fraudulent Event.

C. Telephone Calls and Communications

I agree that, by opening, applying to open, or maintaining an Investing Account, Ram Financial, Aries Financial, and their third-party service providers may contact Me via mail, phone, email, or other details I have provided. I consent to receive calls (including prerecorded calls and calls completed with an automatic telephone dialing system) and text messages at any time of day made to the telephone number associated with My Investing Account. I further understand and agree that Ram Financial and Aries Financial may record and monitor any telephone or electronic communications with Me.

D. Disclosure of Investing Account Information to Third Parties

Consistent with the Privacy Policy, Ram Financial, Aries Financial, and their agents are specifically authorized to disclose information about My Investing Accounts and Me to third parties as permitted therein.

E. Credit Reports

I authorize Ram Financial to obtain reports and provide information to others concerning My creditworthiness and business conduct. Ram Financial may retain This Agreement, the Investing Account

application, and all other such documents and their respective records at its sole discretion, whether or not credit is extended.

5. Client Communications

A. Review of Confirmations and Statements

I agree that it is My responsibility to review order execution confirmations and statements of My Investing Account promptly upon receipt. I agree to receive all confirmations and account statements, as well as all tax-related documents, in electronic format. These documents will be considered final and binding on Me unless I notify Ram Financial of any objections within five (5) days from the date confirmations are sent and within ten (10) days after My Investing Account statements are posted online. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, Ram Financial reserves the right to determine the validity of My objection.

B. Trusted Contact

I agree that, pursuant to FINRA regulations, Ram Financial and its associated persons are authorized to contact the “Trusted Contact Person” (as defined by FINRA Rule 4512) designated for My Investing Account and disclose information about My Investing Account to address possible financial exploitation, to confirm the specifics of My current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165.

6. Brokerage Services

A. Order Routing and Executions

Currently all orders for execution made through My Investing Account are executed through Apex at the instruction of Ram Financial, but Ram Financial reserves the right to change how orders are routed and executed. I understand that Apex will decide where to route My orders for execution and may execute all orders on any exchange or market. I understand that Ram Financial may earn rebates as a result of order routing decisions made by Apex. However, the price I receive will be the price at which the order is executed in the market. I understand that Apex will follow its regulatory obligation to deliver best execution when routing orders.

B. Trade Execution and Price

I understand that, whether I place a market or limit order, I will receive the price at which My order is executed in the marketplace. I understand and agree with the following:

- (I) Particularly during periods of high volume, illiquidity, fast movement, or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. Ram Financial is not liable for any price fluctuations or market changes.
- (II) Securities may open for trading at prices substantially higher or lower than the previous closing price. If I place a market order, I agree to pay or receive the prevailing market price at the time My order is executed.
- (III) A limit order may not be executed at any particular time, or at all, if there is not sufficient trading at or better than the limit price I specify. Limit orders are only good until the end of the trading day in which they are entered unless such order is placed on a “Good-Til-Canceled” (“GTC”) basis.

- (IV) A GTC limit order remains valid and is reentered on a daily basis until (A) it is executed; (B) I or Ram Financial cancel the order; or (C) there is a corporate action which impacts the pricing of the security.
- (V) Any order may fail to be sent to the market due to unforeseen circumstances or technical issues, and neither Ram Financial nor Aries Financial is liable in the event My order fails.

C. Purchase and Sales

- (I) All orders for the purchase of securities given for My Investing Account will be authorized by Me and executed by Apex in reliance on My promise that an actual purchase is intended.
- (II) Ram Financial reserves the right to require full payment in cleared funds prior to the acceptance of any order. I will have the required cash, available funds, or equity in My Investing Account prior to the execution and/or settlement of a purchase.
- (III) In the event that I fail to provide sufficient funds, Ram Financial may, at its option and without notice to Me: (1) charge a reasonable rate of interest; (2) liquidate the property subject of the buy order; or (3) sell other property owned by Me and held in any of My Investing Accounts.

D. Order Routing and Payment for Order Flow

I acknowledge that, as an introducing broker to My Investing Account, Ram Financial relays My stock and options orders to its fully-disclosed clearing firm, Apex. Apex then routes My stock and options orders for execution to various national securities exchanges, alternative trading systems, or other broker-dealers (collectively, "Market Centers") for execution. Apex is responsible under applicable securities laws and FINRA rules for obtaining "best execution" with respect to My orders, and Ram Financial conducts regular and rigorous reviews of Apex's order routing and executions to ensure that Apex is meeting its obligations.

E. Options Trading

If I have been approved for options trading, I acknowledge that I have received and reviewed the Options Disclosure Document (Characteristics and Risks of Standardized Options) published by the Options Clearing Corporation. I understand that options transactions are often complex and may involve the potential of losing the entire investment in a relatively short period of time. Certain complex options strategies carry additional risk, including the potential for losses that may exceed the original investment amount. Options are not suitable for all investors.

F. Restrictions on Trading

I understand that Ram Financial may at any time, at its sole discretion and without prior notice to Me: (i) prohibit or restrict My access to the use of the Services and My ability to trade; (ii) refuse to accept or execute any of My transactions; (iii) cancel any of My transactions; (iv) prohibit or restrict the trading of securities in any of My Investing Accounts; (v) restrict My ability to deposit or withdraw funds; and (vi) terminate My Investing Account. The closing of My Investing Account will not affect the rights and/or obligations of either party incurred prior to the date My Investing Account is closed. Ram Financial shall not be liable for any loss that I may incur due to Ram Financial's refusal to permit any deposit, withdrawal, or transaction.

G. Automated Systems

I consent to the use of automated systems or service bureaus by Ram Financial, Aries Financial, and Apex, and their respective affiliates, in conjunction with My Investing Account, including, but not limited to, automated order entry and execution, 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”). I understand and agree that Indemnified Parties will have no liability whatsoever for any claim, loss, cost, expense, damage, or liability of Me arising out of or relating to a System Failure.

H. Payment of Indebtedness; Right of Offset

I shall be liable at all times for and agree to make full payment of any Obligations owing from Me to Ram Financial, including any negative or debit balance in My Investing Account. “Obligations” includes all indebtedness, negative or debit balances, liabilities, or other obligations of any kind of Me to Ram Financial, whether now existing or hereafter arising. Ram Financial may elect at any time, with or without notice, to make a negative balance or other Obligation due and payable, and I shall immediately make payment of all such Obligations upon demand. I authorize Ram Financial to recover the amounts I owe, and to debit, charge, or otherwise exercise a right of offset to recover funds from the balance in My Investing Account, external bank account, or any other payment instrument linked to My Investing Account. This authorization shall survive termination of My Investing Account and This Agreement.

7. Use of Market Data and Disclaimer of Warranties

A. Market Data

I understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes. I understand that neither Ram Financial, Aries Financial, nor any participating national securities exchange or association nor any other supplier of market data (each a “Disseminating Party”) guarantees the timeliness, sequence, accuracy, completeness, reliability, or content of market information or messages disseminated. I understand that neither Ram Financial, Aries Financial, nor any Disseminating Party warrants that the Services will be uninterrupted or error-free.

B. No Warranties

I understand and agree that My use of the Brokerage Service and the Aries Service is at My sole risk. The Services are provided on an “as is,” “as available” basis without warranties of any kind, either express, implied, statutory, or otherwise, including, without limitation, those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion under applicable law.

8. Limitation of Liability; Indemnification

A. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, I UNDERSTAND AND AGREE THAT RAM FINANCIAL, ARIES FINANCIAL, THEIR AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE PROVIDERS (COLLECTIVELY, THE “RAM FINANCIAL PARTIES”) WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING TRADING LOSSES, DAMAGES, LOSS OF PROFITS, REVENUE, OR GOODWILL) THAT I MAY INCUR IN CONNECTION WITH MY USE OF THE SERVICES PROVIDED BY RAM FINANCIAL OR ARIES FINANCIAL UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT FORESEEABLE, EVEN IF ANY RAM FINANCIAL PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

The Ram Financial Parties and Apex or any of Apex’s affiliates (collectively, the “Indemnified Parties”) will not be liable for any Losses or damages except to the extent that such Losses are actual Losses and are

determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from the Indemnified Parties' gross negligence or willful misconduct.

B. Indemnification

I agree to indemnify, defend, and hold harmless Indemnified Parties from all Losses and any damages that result from: (i) any noncompliance by Me with any of the terms and conditions of This Agreement; (ii) My or My agent's misrepresentation or alleged misrepresentation, or act or omission; (iii) any third-party actions related to My use of the Website, App, or Services; (iv) Indemnified Parties following My or My agent's directions or failing to follow My or My agent's unlawful or unreasonable directions; (v) any activities or services of the Indemnified Parties in connection with My Investing Account; (vi) the failure by any person not controlled by the Indemnified Parties to perform any obligations to Me; or (vii) any actions I take that result in liability to the Indemnified Parties, including without limitation under the federal or state securities laws.

9. Tax Reporting; Tax Withholding

The proceeds of transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law. Under penalties of perjury, I certify that the taxpayer identification number that I have provided or will provide to Ram Financial is My correct taxpayer identification number. I certify that I am not subject to backup withholding. If a correct Taxpayer Identification Number is not provided to Ram Financial, I understand I may be subject to backup withholding tax at the appropriate rate on all dividends, interest, and gross proceeds paid to Me.

10. Cash Held in My Investing Account

If I hold cash in My Investing Account, such cash will be held as free credit balances unless otherwise specified for a particular account type. Free credit balances may not earn interest and may not be eligible for FDIC insurance. Such cash will be eligible for SIPC protection. I understand that Ram Financial and Apex will not be obligated to pay interest on any free credit balance in My Investing Account unless a separate arrangement or account type explicitly provides for such interest.

11. Services Not Being Provided

- (A) Ram Financial will act only as a broker-dealer and not as an investment adviser governed by the Investment Advisers Act of 1940, unless otherwise agreed in a separate advisory agreement. Aries Financial is a technology company and does not provide broker-dealer or investment advisory services.
- (B) When I act as a self-directed investor, I am responsible for determining the suitability of any particular investment strategy, transaction, or security. Neither Ram Financial nor Aries Financial has any responsibility for any such determination.
- (C) I understand that any information made available through the Aries Service does not constitute an individualized recommendation by Ram Financial or Aries Financial to buy, sell, or hold a particular security.
- (D) Unless otherwise agreed to in writing, Ram Financial does not have discretionary authority over My Investing Account.
- (E) I understand that neither Ram Financial nor Aries Financial provides tax, legal, or estate planning advice.

12. ACH and Wire Transfers

A. ACH Transfers

Money deposited via Automatic Clearing House (“ACH”) is normally not available for withdrawal for 5 to 10 business days. I understand that for the ACH transfers to be established, at least one common name must match exactly between My Investing Account and My bank account. I acknowledge that in the event of an ACH reversal, I may incur a fee. I agree that I am solely liable and responsible for any ACH reversal fees that I incur, and should I incur an ACH reversal, any positions paid for with uncleared funds may be liquidated unless they are properly paid for within 2 business days.

B. Wire Transfers

If I arrange for a wire transfer to be directed to My Investing Account, I am responsible for ensuring that such wire is initiated properly, addressed properly, and bears appropriate wire instructions. I understand that any erroneous, mismatched, or incomplete identifying information on an incoming wire transfer may result in such wire being rejected, lost, posted to an incorrect Investing Account, or returned to the originating bank without notice to Me. I agree to indemnify and hold Ram Financial Parties harmless from any Losses arising out of or relating to any erroneous, mismatched, or incomplete identifying information on any wire transfer.

13. Electronic Services

A. Electronic Delivery

All communications, including account statements, trade confirmations, margin calls, notices, disclosures, regulatory communications, and other information regarding My Investing Account may be sent to Me at the email address I have provided or posted to the secure section of the Website or App. All communications so sent will be deemed given to Me personally, whether actually received or not. I understand that the Aries App and Website are operated by Aries Financial, and that brokerage-related communications delivered through those channels are issued on behalf of Ram Financial.

B. Electronic Signatures

I agree to transact business with Ram Financial electronically through the Aries platform. 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. The use of an electronic version of any document fully satisfies any requirement that the document be provided to Me in writing.

C. Consent to Electronic Delivery of Documents

By agreeing to electronic delivery, I am giving My informed consent to electronic delivery of all Investing Account Documents, including notices, disclosures, account statements, regulatory communications, trade confirmations, and any other information regarding My Investing Account. I agree that I can download, save, and/or print any Investing Account Documents I receive via electronic delivery for My records.

D. Revocation of Consent

I may revoke or restrict My consent to electronic delivery of Investing Account Documents at any time by notifying Ram Financial in writing. I understand that if I revoke or restrict My consent, Ram Financial may, in its sole discretion, charge a reasonable service fee for paper delivery, restrict or close My Investing Account, and/or terminate My access to Services.

14. Aries Engine and Developer Platform

I understand that Aries Financial operates a developer platform known as “Aries Engine,” which provides APIs, tools, SDKs, and widgets that allow third-party developers to build applications that may interact with the Aries platform and, where authorized, with My Investing Account. I understand and agree that:

- (I) Aries Engine is a product of Aries Financial, Inc. and is not a service of Ram Financial LLC. Third-party applications built using Aries Engine are developed by independent third parties and are not endorsed, sponsored, or guaranteed by Ram Financial or Aries Financial;
- (II) My use of any third-party application that accesses My Investing Account data or places transactions on My behalf is solely at My own risk;
- (III) Neither Ram Financial nor Aries Financial is responsible for the conduct, functionality, security, or availability of any third-party application;
- (IV) I am solely responsible for reviewing and understanding the terms of service and privacy policies of any third-party application before granting it access to My Investing Account; and
- (V) I agree to indemnify and hold both Ram Financial and Aries Financial harmless from any Losses arising from My use of or reliance on any third-party application.

15. Arbitration

A. THIS BROKERAGE AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS.

(I) 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.

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

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

(IV) 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 CALENDAR DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

(V) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

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

B. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, MY INVESTING ACCOUNT, OR THE SERVICES PROVIDED BY RAM FINANCIAL OR ARIES FINANCIAL WILL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF FINRA DISPUTE RESOLUTION, INC. (“FINRA DR”). I AGREE TO ARBITRATE ANY CONTROVERSY OR CLAIM BEFORE FINRA DR IN THE STATE OF MICHIGAN.

C. THIS AGREEMENT TO ARBITRATE CONSTITUTES A WAIVER OF THE RIGHT TO SEEK A JUDICIAL FORUM UNLESS SUCH A WAIVER WOULD BE VOID UNDER THE FEDERAL SECURITIES LAWS.

D. NO PERSON WILL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION UNTIL: (1) THE CLASS CERTIFICATION IS DENIED; (2) THE CLASS IS DECERTIFIED; OR (3) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT.

16. Miscellaneous Provisions

A. Headings

The heading of each provision hereof is for descriptive purposes only and will not be used to construe or interpret any of the provisions hereunder.

B. Binding Effect; Assignment

This Agreement will 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 Ram Financial's prior written consent. Ram Financial may assign, sell, or transfer My Investing Account and This Agreement, or any portion thereof, at any time, without My prior consent.

C. Severability

If any provisions or conditions of This Agreement are or become inconsistent with any present or future law, rule, or regulation, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions will be deemed rescinded or modified to the extent permitted by applicable law, but in all other respects, This Agreement will continue in full force and effect.

D. Entirety of Agreement

This Agreement, any attachments hereto, other agreements and policies referred to in This Agreement, and the terms and conditions contained in My Investing Account statements and confirmations, contain the entire agreement between Ram Financial, Aries Financial, and Me, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written.

E. Amendment

Ram Financial may at any time amend This Agreement without prior notice to Me. The current version of the Brokerage Agreement will be posted on the Aries Website and App, and My continued Investing Account activity after such amendment constitutes My agreement to be bound by all then in effect amendments, regardless of whether I have actually reviewed them. Neither Ram Financial nor Aries Financial is bound by any verbal statements that seek to amend This Agreement.

F. Termination

Ram Financial may terminate This Agreement, or close, deactivate, or block access to My Investing Account at any time in its sole discretion. If Ram Financial decides to close My Investing Account and I fail to transfer it to another broker, I agree that Ram Financial is authorized to: (i) liquidate any securities, instruments, or other property in My Investing Account; (ii) send Me the net proceeds (after satisfying any Obligations). I will remain liable to Ram Financial for all obligations incurred in My Investing Account, whether arising before or after termination. Ram Financial will not be responsible for any losses caused by the liquidation of securities pursuant to this paragraph, including any tax liabilities. I may terminate This Agreement after paying any obligations owed upon written notice. Sections 4, 8, 9, 15, and 16 will survive termination or expiration of This Agreement.

G. No Waiver

Ram Financial's failure to insist at any time upon strict compliance with any term contained in This Agreement, or any delay or failure on its part to exercise any power or right given to it in This Agreement, will at no time operate as a waiver of such power or right. All rights and remedies given to Ram Financial in This Agreement are cumulative and not exclusive.

H. No Third-Party Beneficiaries

Except with regard to Apex's rights as specifically provided in This Agreement, and except as between Ram Financial and Aries Financial, the provisions of This Agreement are not intended to be for the benefit of or enforceable by any third party.

I. Governing Law

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

J. Relationship Between Ram Financial and Aries Financial

I understand and acknowledge that Ram Financial LLC is a wholly owned subsidiary of Aries Financial, Inc. Ram Financial is the registered broker-dealer responsible for all brokerage services, regulatory compliance, and obligations arising under federal and state securities laws and FINRA rules. Aries Financial is the technology provider that operates the platform through which I access the Brokerage Service. My brokerage relationship is with Ram Financial. Aries Financial is not a registered broker-dealer and does not provide brokerage services. Nothing in This Agreement shall be construed to create a brokerage relationship between Me and Aries Financial.

Appendix I: Customer Identification Program

Ram Financial and Apex are required to maintain a Customer Identification Program (“CIP”). The objective of the CIP is to gather and confirm sufficient information from applicants to open an Investing Account while abiding by applicable laws and regulations, including FINRA and Bank Secrecy Act rules. To accomplish this:

Ram Financial will gather personal information, including an applicant’s name, address, phone number, date of birth, and social security number where applicable. Ram Financial will attempt to verify the internal consistency of that information by referencing third-party data services. If Ram Financial can successfully verify the information, it may approve and open the applicant’s Investing Account. If Ram Financial cannot successfully verify the information, it may ask the applicant to provide additional documentation. There are some categories of people who Ram Financial cannot or does not currently accept as customers, including but not limited to: people with a history of financial crimes, people on applicable “do not do business” lists, and any person subject to sanctions, including persons on OFAC’s list of specially designated nationals.

At all times, Ram Financial retains sole and complete discretion to reject an applicant’s application to open an Investing Account and may revoke its authorization for the Investing Account without notice.

Appendix II: Funding and Withdrawals

Ram Financial, through the Aries platform, offers the following primary methods for users to fund their Investing Accounts:

ACH Funding and Withdrawals

To allow users to use ACH funding and withdrawals, Ram Financial needs to collect user bank account and routing number information to verify the user's ownership of each external bank account in order to link that bank account to the Investing Account. Ram Financial currently uses third-party verification services (such as Plaid) and/or micro-deposit verification to accomplish this.

Debit Card Funding and Withdrawals

Ram Financial may allow users to make cash deposits from their external bank account into their Investing Account through a linked personal debit card, and to withdraw cash from their Investing Account to their external bank account via their linked debit card. To verify and process debit card transactions, Ram Financial may utilize one or more third-party payment processors. I understand and agree that any payment using a debit card will be processed by a third-party processor and/or bank, and that if any transfer of funds is incorrectly or improperly processed, neither Ram Financial nor Aries Financial is responsible for those funds, and I can only look to the applicable third party for any resulting remedy.

Wire Transfers and ACATS

Ram Financial also accepts domestic wire transfers and ACATS (Automated Customer Account Transfer Service) transfers in accordance with applicable regulations and procedures.

Potential Issues

In the event of an ACH reversal or debit chargeback, any cash will be returned or removed from the user's Investing Account and buying power will be reduced accordingly. If this results in a debit balance, the user will have 2 business days to deposit additional funds to avoid having assets sold to cover the debit. Ram Financial may also restrict a user's deposit, withdrawal, and investment abilities, or terminate and liquidate the Investing Account based on such activities at the sole discretion of Ram Financial and/or Apex.

At all times, Ram Financial retains sole and complete discretion to take any and all actions described in this Appendix II and/or This Agreement with regards to a user's ability to fund or withdraw from their Investing Account.