



MDB Capital Customer Agreement

About This Agreement

What You Should Know Before Using Your MDB Capital (“MDB”) Account

The following information is only a summary. Please read the complete Agreement for more complete information.

Using your brokerage account involves risks, for which you assume full responsibility. As the account owner, you are fully responsible for monitoring your account and for all investment decisions and instructions concerning your account. Unless we have contractually agreed otherwise, we have no responsibility for monitoring your account or your investment decisions, even if your decisions were based on our recommendations. Additionally, unless we have contractually agreed otherwise, your account is a brokerage account and not an investment advisory account subject to the Investment Advisers Act of 1940.

Placing orders during times when markets are volatile can be risky.

Before you start using your account or any account feature, it’s essential that you understand the terms, conditions, and policies that apply. A Client Relationship Summary ([Form CRS](#)) is the uniform disclosure document that provides succinct information about a firm’s services and responsibilities, fees and costs, and standards of conduct. Its goal is to raise the level of client understanding and let you more easily compare services and offerings of other brokerage firms across the industry. Please follow this link to review MDB Capital’s [Form CRS](#), as well as products, services, and conflicts of interest on our Disclosures page online at mdb.com/disclosures.

A joint owner or any one of multiple trustees can place any order in a joint account or trust account (including removing all of the assets) without the approval of the other owner(s) or trustee(s) and without any obligation on MDB’s part to question the action.

There are certain situations in which it is essential that you get in touch with us. You need to tell us immediately if any of the following occur:

- You notice anything incorrect or suspicious concerning your orders, account activity, or statements.
- Your financial circumstances or goals change.
- You become subject to laws or regulations concerning corporate insiders, the reporting of certain investments, or employment in the securities industry.

Disputes between you and MDB Capital are settled by arbitration.

As with most brokerage accounts, the parties agree to waive their rights to sue in court and agree to abide by the findings of an arbitration panel established in accordance with an industry self-regulatory organization.

How to Contact Us

For matters concerning your account, including questions, changes, and notification of errors, reach us:

By Phone (945) 262-9010	In Writing MDB Capital MDB Support
By Email Support@mdb.com	14135 Midway Road Suite G-150 Addison TX, 75001
Online www.MDB.com	

Relevant Parties to This Agreement

In this document, “MDB Capital” “us,” and “we” include MDB Capital (“MDB”) and their employees, agents and representatives, as the context may require. “You,” “customer,” and “account owner” refer to the owner indicated on the account application; for any account with more than one owner or authorized person (such as a joint or trust account), “you” and “account owner” or “account owners” refer to all owners, collectively and individually.

MDB Capital’ Commitments to You

Under this Agreement, MDB has certain rights and responsibilities. When we accept your account application, we agree to serve as your broker and to maintain an account for you. We agree, subject to our acceptance of an authorized order, to buy, sell, or otherwise dispose of, or acquire, securities for you according to your instructions. We also agree to provide, or acquire, various services and features, as described on the following pages.

Your Commitments to MDB Capital

Many of these commitments are spelled out more completely on the following pages, but in general, when you sign the account application, you agree:

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account, and for all results and consequences of these instructions, including all investment decisions, trading orders, tax consequences, and instructions placed by you or any other person you authorize.
- to pay all fees, charges, and expenses incurred on your account, in accordance with the provisions of this Agreement and the fee schedule in effect at the time; for services we perform at your request that are not covered in our current fee schedule, you agree to pay the applicable fee.
- to maintain enough assets in your account to satisfy all obligations as they become due, and to understand that we may take whatever steps we consider necessary to resolve unpaid debts or other obligations, including selling or purchasing any and all securities and other property in any of your accounts, and/or transferring any such securities and other property among any of your accounts to the fullest extent of the law and without notice where allowed.

- to use the account and its features according to this Agreement and for your own personal purposes only.
- to conduct business with MDB and its affiliates electronically, which necessarily includes having your personal financial information transmitted electronically, and to electronic delivery of all documents (including your initial notice of our privacy policy) and communications related to this account and all your other MDB accounts as detailed in the eConsent Agreement, which is incorporated herein by reference. Since, electronic (including wired and wireless) communications may not be encrypted, you acknowledge that there is a risk that data, including email, electronic and wireless communications, and personal data, may be accessed by unauthorized third parties when communicated between you and MDB or between you and other parties.
- to provide and maintain as current both your mobile phone number and email address as both are required for account security, transactional alerts, and delivery of other communications. You consent to MDB's use of your email address and/or mobile phone number to message, call, or text you for these purposes. Message and data rates apply, and frequency may vary. You acknowledge that you can update your contact information through your profile on mdb.com.
- to keep secure your account number, username, and password, and any devices, such as mobile phones, you use in connection with your account.
- to let us monitor and/or record any phone conversations with you.
- to let us verify the information you provide and obtain credit reports and other credit-related information about you at any time, such as payment and employment information (whether for account verification or any other purpose).
- to resolve disputes concerning your relationship with us through arbitration rather than in a court of law.
- if applying for any other optional features or services, to understand and accept the terms associated with them.
- to protect MDB against losses arising from your usage of market data and other information provided by third parties.
- to notify us in writing any time there is a material change in your financial circumstances or investment objectives.
- to be bound by the current and future terms of this Agreement, from the time you first use your account or sign your application, whichever happens first.
- that if you have authorized someone to act on your behalf in your account, any and all disclosures may be provided solely to you or the individual acting on your behalf as part of the scope of his or her authority.

Account Features

Your MDB Capital brokerage account offers access to a range of integrated financial services, making it a versatile investment and cash management tool. Certain features and services are standard with your account. Others are optional and may be added either when you open your account or later. Note that some features and fees vary depending on the nature of your relationship with MDB. Industry regulations require that MDB Capital (MDB) inform you of its duties regarding the administration of your account. The following is a summary of the functions performed.

MDB Capital is responsible for:

- Obtaining and verifying account information and documentation.
- Opening, approving and monitoring trading and other activity in your account.
- Acceptance of orders and other instructions from you regarding your account, and for promptly and accurately transmitting those orders.
- Operating and supervising your account and its own activities in compliance with applicable laws and regulations, including compliance with federal and industry rules pertaining to your account.
- Maintaining the required books and records for the services it performs.
- Investigating and responding to any questions or complaints you have about your account(s), confirmations, your periodic statement, or any other matter related to your account(s).
- The clearance and settlement of securities transactions.
- The execution of securities transactions.
- Preparing and sending transaction confirmations and periodic statements of your account.
- Acting as custodian for funds and securities received on your behalf.
- Following instructions with respect to transactions and the receipt and delivery of funds and securities for your account.

Securities Trading

This account is a brokerage account that allows you to trade and hold securities that are publicly traded in the United States, such as most securities in these categories:

- stock, including common and preferred.
- exchange-traded funds (ETFs).

Aggregate, non-personal data may be made publicly available on our websites, online services, and/or mobile applications. Aggregate non-personal data may also be shared with clients, affiliates, and third parties consistent with applicable law.

Some investments that cannot be traded through your MDB Account are futures and commodities.

When you place a trade, you may have a choice of order types, including market orders, limit orders, stop orders, and stop-limit orders. MDB may refuse to accept or execute any order or instruction related to your account, for any reason and at any time, in its sole discretion.

Fee and Trading Policies

Commissions will be charged per order. For commission purposes, orders executed over multiple days will be treated as separate orders. Unless noted otherwise, all fees and commissions are debited from your core position.

Extended-Hours Trading Risk Disclosure Statement

Trading in the extended hours (outside of the standard market hours, generally 9:30 a.m. to 4 p.m. Eastern time) may pose greater risks than the risks you take when you trade during standard market hours. You should review and understand these risks prior to engaging in extended-hours trading.

Liquidity, Volatility, and Price Spreads. Prices are based on the supply and demand created by other sellers and buyers. Because there are generally fewer participants trading during the extended-hours sessions, there may be wider price spreads, reduced liquidity, and higher volatility. These conditions may prevent your orders from being executed, in whole or in part, or you may receive a less favorable price than you might receive during standard market hours. Additionally, the prices of investments traded in extended-hours trading may not reflect the prices at the end of regular trading hours, or at opening the next morning.

Communication Delays. If there is a high volume of orders, increased number of communications being sent, or other computer system problems, you may experience delays or failures in communication that cause delays in or prevent access to current information about the investments you're considering, or in executing your order.

Time and Price Priority of Orders. Orders in the extended-hours sessions are generally handled in a price/time priority manner. Orders are first prioritized according to price, with the orders at the same price ranked based on the time the order was submitted. There is no trade through protection during the extended-hours sessions, so price/time priority is set by each market center, not across market centers. This may prevent your order from being executed, in whole or in part, or prevent you from receiving as favorable a price as you might receive during standard market hours. If you change your order, your change is treated as a cancellation and replacement, which may cause it to lose its time priority.

Access to Other Markets and Market Information. Not all market centers are connected in extended-hours trading sessions, and not all market centers offer extended-hours trading during the same time periods. This means there may be greater liquidity or a more favorable price for a particular security in another market center. Access to quotes and trading information in other market centers may be limited during extended-hours sessions.

Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading hours. Keep in mind that news stories and related announcements, coupled with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

Penny Stock Trading Risk Disclosure Statement

Low-priced securities, or penny stocks, generally trade for less than \$5 per share and have a relatively small market capitalization. Before engaging in penny stock trading, you should carefully review and consider the following risks, which can be exacerbated in periods of market volatility:

Lack of Public Information. Reliable, publicly available information about the penny stock you're considering may not be available or as accessible as information about securities that trade on major exchanges. This can include information about the management, operations, financials, and other aspects of a company may not be available. As a result, it is less likely that quote prices will be based on full and accurate information about the company.

No Minimum Listing Standards. Companies that trade on major exchanges like the New York Stock Exchange or Nasdaq must meet minimum standards for the amount of net assets they have and the number of shareholders invested in their companies. In contrast, companies that trade as penny stocks in the OTC market may be subject to reduced or no minimum listing standards.

Liquidity Risk. Demand may not be constant for penny stocks, which means you may not be able to sell when you want to. You should carefully consider that you may have difficulty selling the stock, and that it could impact the sale price.

High Volatility. Penny stocks are susceptible to and can experience large price swings in a short amount of time. These swings may be exacerbated during periods of overall market volatility.

Fraud. Since reliable, publicly available information on penny stock is often limited and there is generally less liquidity and trading volume, these stocks can be a target for price or volume manipulation and other fraudulent activity.

For more information on penny stocks and their risks, see the three-part Investor Bulletin: Microcap Stock Basics from the SEC. You can also contact the Office of Filings, information, and Consumer Services of the U.S. Securities and Exchange Commission 450 Fifth Street, NW Washington, DC 20549, and (202) 272-7440.

Statements

We will send an account statement to the email address of record:

- every calendar quarter, at a minimum
- for any month when you have trading or cash management activity

Your account statements will show all activity in your account for the stated period, including securities transactions, cash balances, credits and debits, and all fees paid directly from your account.

We will also send a confirmation for every securities transaction in your account. The only exceptions are automatic investments, automatic withdrawals, dividend reinvestments, and transactions that involve your core position - for these activities, your regular account statement serves in place of a confirmation.

Householding of Shareholder Documents

You consent to have only one copy of exchange-traded fund shareholder documents, such as prospectuses and shareholder reports ("Documents"), delivered to you and any other investors sharing

your address. Your Documents, if held in eligible accounts, will be householded indefinitely; however, you may revoke this consent at any time by contacting MDB at (945) 262-9010 and you will begin receiving multiple copies within 30 days. As Documents for other investments become available in the future, these Documents may also be householded in accordance with this authorization or any notice or agreement you received or entered into with MDB or its service providers.

In addition, by signing the account application, you consent to have only one copy of MDB Capital mutual fund shareholder documents, such as prospectuses and shareholder reports (“Documents”), delivered to you and any other investors sharing your address. Your Documents will be householded indefinitely; however, you may revoke this consent at any time by contacting MDB Capital. Additional details regarding your consent are provided in the account application.

You also consent that if, presently or in the future, you and/or any other investors sharing your address who receive the householded Documents is an “associated person” of a member firm of an exchange or FINRA, as defined by the Securities Act of 1933, that MDB may provide the associated person’s employer with Documents as required by applicable regulation.

Account Protection

The securities in your account are protected in accordance with the Securities Investor Protection Corporation (SIPC) for up to \$500,000 (including up to \$100,000 for uninvested cash). SIPC is not the same as or a substitute for FDIC deposit insurance, nor does it protect against a decline in the value of your securities or extend to certain securities that are considered ineligible for coverage.

For additional information regarding SIPC, including obtaining a copy of a SIPC brochure, please contact SIPC at (202) 371-8300 or by emailing asksipc@sipc.org. Please visit the SIPC website at www.sipc.org.

Accessing Your Account

There are a variety of ways you can place orders, access your account, get market and investment information, or contact MDB. You can go to the [MDB Direct](#) web application, or access your account anywhere with the MDB Direct mobile app. By phone, you can call our services and support team at (945) 262-9010. Please note that our telephone lines may be recorded, and, by signing the account application, you are consenting to such recording. If you do not wish to be recorded, you should contact MDB Capital via another means. You can also email us at support@mdb.com.

Account Policies

Account Registration

Joint Registration

With joint registration accounts, any obligations or liabilities resulting from one account owner’s actions are joint and several (i.e., are the responsibility of each account owner, both individually and jointly). We may enforce this Agreement against all account owners or against any owner individually.

Each owner of a joint account may act as if they were the sole owner of the account, with no further notice or approval necessary from any joint owner. For example, a joint owner can buy or sell securities, withdraw assets, transfer assets into or out of the account, arrange for account statements, notices, confirmations, and communications of every kind to be sent only to them and consent to electronic delivery of such communications in accordance with the terms of the eConsent Agreement, which is

incorporated herein by reference, view all available historical account documents or change the account's features and services (although no account owner may remove another's name from the account), enter, terminate or agree to modify this agreement, or waive any part of this agreement. In the case of Tenants by the Entirety accounts, joint action will be required for all matters concerning the joint account. Tenants by Entirety is not recognized in certain jurisdictions, and, where not expressly allowed, will not be a permitted designation of the account.

In addition, with joint accounts, the principle of "notice to one is notice to all" applies. We are legally considered to have fulfilled an obligation to the account if we fulfill it with respect to just one account owner (e.g., sending statements or other required communications to just one account owner). Note also that we have no obligation to question the purpose or propriety of any instruction of a joint account owner or authorized person that appears to be authentic, or to let other owners know about any changes an owner has made to the account, unless we have received written notice to the contrary, from an authorized person and in good order, at the address referenced earlier under "How to Contact Us." We reserve the right to require, at any time, the written consent of all account owners and/or authorized persons before acting on an instruction from any account owner or authorized person, but we use this right only at our sole discretion and for our own protection.

Laws covering joint or community property vary by state. You are responsible for verifying that the joint registration you choose is valid in your state. You may want to consult your lawyer about this. Upon the death of any joint holder, the surviving holder shall provide immediate written Notice to MDB and MDB may, before or after receipt of Notice, initiate proceedings, require documents, retain or liquidate assets or restrict transactions as it deems advisable in its sole discretion to protect itself against any liability or loss. For joint tenants with rights of survivorship and tenants by the entirety, on the death of an account owner the entire interest in the account generally goes to the surviving account owner(s), on the same terms and conditions. For tenants in common, a deceased account owner's interest (which equals that of the other account owner(s) unless specified otherwise) goes to that account owner's legal representative.

Tenants in common are responsible for maintaining records of the percentages of ownership.

Trust Accounts

The provisions in the foregoing section applicable to joint registration accounts shall likewise apply to trust accounts with multiple trustees, with one trustee having the rights and responsibilities of one joint account owner. In addition, you represent that there are no trustees other than those listed in this account application certify that MDB may follow instructions from any trustee, under the terms of the trust and applicable law, to open and direct a brokerage account on behalf of the trust, to receive notices, confirmations, account statements, and communications of every kind and consent to electronic delivery of such communications in accordance with the terms of the Electronic Delivery Agreement, which is incorporated herein by reference, and that their orders and transactions will be governed by the terms and conditions of all applicable trust agreements.

The Trust and the Trustees, jointly and severally, shall indemnify MDB and hold MDB harmless from any claim, loss, expense or liability arising from or related to MDB effecting any instructions from the Trustees, including but not limited to instructions to buy, sell, transfer or withdraw account assets, even if such instructions may be interpreted to be beyond the scope of the Trustees' authority. Trustees will provide MDB with immediate Notice if the authority of the Trustees changes in any manner relating to this Agreement, including but not limited to any change affecting the accuracy of any warranties made

herein. MDB has no duty to review or enforce the legal terms of any Trust with an account at MDB and MDB may rely entirely on the instructions of the Trustees or persons apparently authorized to act on behalf of the Trust, regardless of whether MDB has some or all of the Trust documents in MDB's possession.

Custodial Registration

For accounts opened under the Uniform Gifts to Minors Act (UGMA) or Uniform Transfers to Minors Act (UTMA), you, the account owner, are the custodian. By opening this type of account, you agree that all assets belong to the minor and that you will only use them for the minor's benefit—even after the assets have been removed from the account. You agree that at any time, MDB may, in its sole discretion and without prior notice to you, disclose information about the account to the beneficiary.

You also agree that once the minor reaches the age of termination, you will transfer the assets in the account in an appropriate and timely manner consistent with applicable state law. In the event the assets are not transferred, MDB may in its sole discretion and without prior notice, (i) restrict the account to prevent further activity including trading and/or (ii) if you are unable and/or unwilling to transfer the assets, unilaterally transfer the custodial property to the beneficiary. You agree to indemnify and hold harmless MDB and its officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from any such restrictions to the account and/or the transfer of the custodial property by MDB, including without limitation any claims you may or could have for any expenses incurred in the performance of your custodial duties and/or compensation for services that you have not already deducted from the UGMA/UTMA account prior to such restrictions and/or transfer.

Representations

If this application is for a corporation, partnership, trust or other entity, you represent that its governing instruments permit this Agreement, that this Agreement has been authorized by all applicable persons and that the signatory on the Account Application is authorized to bind the entity. You represent that you shall comply with all applicable laws, rules and regulations in connection with your account. You further represent that no one except you has an interest in the account or accounts with MDB.

Designation of a Trusted Contact Person

You are encouraged, but not required, to designate a Trusted Contact Person ("TCP") for your account. A TCP is someone who is 18 years of age or older that you authorize MDB to contact for assistance if MDB is concerned that you may be the victim of financial exploitation or experiencing mental or physical impairment that is affecting your ability to manage your account.

By designating a TCP, you authorize MDB to contact the TCP in MDB's sole discretion and to disclose to the TCP any information in MDB's possession about you and your account, including financial information, your identity and contact information, the identity of any legal guardian, executor, trustee or holder of power of attorney, and facts regarding the circumstances that have caused MDB to contact the TCP for assistance.

Designating a TCP does not ensure that financial exploitation will not be attempted or occur and does not obligate MDB to contact the TCP. You waive any claim for loss or damages against MDB arising out of or relating to MDB contacting (or not contacting) a Client-designated TCP.

Authorization and Direction to Obtain and Use Information Related to You

You authorize us to obtain and use information related to all of your accounts, workplace plans, or other benefits, or other information related to you that may be maintained by us or any of our affiliates, including without limitation information related to your accounts, participation, or benefits that we or any MDB affiliate may obtain in connection with providing services to or through your employer or a workplace plan or other benefit. We may use this information for any purpose not prohibited by law, such as in the provision of enhanced or integrated services or more personalized communications, but the information shall not be required to be used for any specific purpose.

Investment Objective Definitions

Growth: To increase the principal value of your investments over time rather than seek current income. Investor assumes higher degree of risk.

Preservation of Capital: To seek safety and stability for your principal by focusing on securities and investments that carry a low degree of risk.

Income Generation: To generate dividends, interest, or other income instead of or in addition to long-term capital appreciation.

Active Trading for Profits: Frequent trading in and out of stocks to increase account value.

Speculation: To increase the principal value of your investments by assuming substantially higher risk to your investment capital.

Account Usage

Prohibited Uses and Actions

You are strictly prohibited from using your account in conjunction with any business as a broker-dealer, trader, agent, or advisor in any type of security, or in any business or organization connected with individuals performing these functions. You are also prohibited from publicizing or sharing with anyone any information you obtain through your account (such as securities quotes). In addition, be aware that we may freeze your account or suspend certain privileges, features, or services at any time without notice.

Understanding the Risks of Trading in Volatile Markets

Volatile markets can present higher trading risks. Ways to manage some of these risks include:

- Consider placing limit orders instead of market orders in certain market conditions or with certain types of securities offerings (such as IPOs and biotech stocks), price changes may be significant and rapid during regular or after-hours trading. In these cases, placing a market order could result in a transaction that exceeds your available funds, meaning that MDB would have the right to sell other assets in your account.
- Be aware that quotes, order executions, and execution reports could be delayed. During periods of heavy trading or volatility, quotes that are provided as “real time” may be stale — even if they appear not to be — and you may not receive every quote update. Security prices can change dramatically during such delays, and order execution may be delayed or unavailable.
- If you attempt to cancel an order, understand that there is no guarantee that an open order can be canceled, in whole or in part. If you wish to replace an order you have attempted to cancel, be sure your original order is actually canceled. Don’t rely on a receipt for your cancellation order; that order may have arrived too late for us to act on.

- Use other ways to access MDB during peak volume times. Phone or computer capacity limitations could mean delays in getting information or placing orders. If you are having problems with one method, try another.

Unregistered and Restricted, Control and Affiliate Stock

Selling unregistered, restricted, control or affiliate stock ("144 Stock") is prohibited, unless provisions pursuant to Rule 144 under the Securities Act of 1933 (the "Securities Act") exist and are followed. You confirm that you will not attempt to deposit or sell such stock until you obtain sale approval or legend removal from MDB Capital. MDB's review process for sale or legend removal eligibility can be removed can be an arduous one. We can initiate a review, and after an extended review period, may reject the proposed transaction in the end. A large fee may also be charged to you just for reviewing a proposed 144 Stock transaction.

Conditions and exceptions under which 144 Stock may be sold include 1) holding period exemption 2) timely financial reporting for 12 months 3) volume limitations on the sale of 144 Stock over a prescribed period 4) normal trading conditions and trade charges apply and 5) sales of more than 5,000 shares or more than \$50,000 worth of shares must be preregistered with the SRC, unless the seller is not considered an affiliate or control person, among many other conditions or exemptions.

Sweep Program

The "Sweep Program" is the automatic movement of cash balances to or from a money market mutual fund ("money market fund" or "MMF") or a FDIC-insured bank deposit sweep program ("bank sweep"). The deposit of funds, the sale of securities, and other activities generate cash balances in your MDB Capital account. You can choose to have the cash automatically "swept" to a money market fund or bank sweep. The cash balance you hold in a sweep vehicle is called your "Core Position." Cash held in the money market fund generally earns a higher rate of interest than cash balances you have on deposit that are not "swept." Cash held in the bank sweep generally earn a lower rate of interest than cash balances you have on deposit that are not "swept". All cash held in your Core Position are readily available for withdrawal or trading purposes. You can consider money in your Core Position a cash equivalent interest-earning vehicle. Although the purchase or redemption of a position in the MMF, and the recalling of money from the bank sweep, can take a full day to settle, we will not delay the delivery of cash to the extent possible. Cash in your account arising from account activity, such as new cash deposits and proceeds from sales can "float" in your account for a full day when in between sweep processes. These floating cash amounts are called "Intra-day Free Credit Balances." The total free credit balance and cash equivalent balance is called your "Total Core Cash."

With the automatic cash sweep feature, you do not need to contact your MDB Capital representative to move funds to or from your Core Position. The sweep happens automatically.

Money Market Fund Investments

MDB Capital has partnered with Invesco Advisers, Inc. to offer its money market products for you to invest in and hold your cash. Currently, MDB Capital offers the Invesco Govt & Agency Portfolio, Resource Class money market fund (symbol AGOXX) for you to select as your core position. The fund primarily invests in short-term, high-credit-quality money market instruments. These instruments are

debt securities issued or guaranteed by the US government or its agencies and securities such as repurchase agreements and variable and floating rate debt obligations, all of which are collateralized by such obligations.

You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. MDB Capital and its affiliates, the fund's sponsor, have no legal obligation to provide financial support to money market funds and you should not expect that the sponsor will provide financial support to the fund at any time.

For more information on rates/yields, service and/or 12B-1 fees, explanation of conflicts of interest, please refer to the Invesco Money Market Fund Prospectus enclosed or online at mdb.com/disclosures.

FDIC Insured Bank Sweep Program

MDB Capital has an Insured Bank Deposit Sweep Program designed to provide accounts that qualify with additional security on the cash held in their accounts. The Program provides Federal Deposit Insurance Corporation (FDIC) coverage on cash balances. There's no cost to participate, insured balances earn interest, and balances are readily available for trading purposes.

How it Works

Participants will have cash balances above \$250,000 deposited into interest-bearing accounts at one or more FDIC-insured banks within the Program. If your balance nears the \$250,000 FDIC limit at one of these banks, additional cash is deposited at the next approved bank, thereby ensuring you don't exceed single bank limits. By using multiple banks, the program is able to provide you up to \$2 million of FDIC insurance in addition to \$250,000 SIPC insurance, for total cash insurance of \$2.25 million.

For more information, please refer to the FDIC-Insured Deposit Sweep Program Disclosure document at mdb.com/disclosures.

Core Positions

Your MDB Capital account includes cash which are available funds awaiting investment or withdrawal. Any amount of cash will be held in the core position specified on your MDB Capital account application or as otherwise selected by you. The available options for your core position may include a money market mutual fund, a bank sweep, or a free credit balance (cash). Note that some of these options may not be available until after the elected core position is established. With respect to both investment yield and compensation to MDB Capital, results will typically vary across available core options. Generally, MDB Capital earns more compensation when your funds are invested in products or services offered by an affiliate of MDB Capital. The core option specified in the account application may not always provide the highest yield, based in part on the then-current interest rate environment. More details about the money market mutual fund and bank sweep can be found, respectively, in the money market mutual fund's prospectus or the FDIC-Insured Deposit Sweep Program Disclosure, both of which

will be made available to you when you enroll. The free credit balance, or cash, represents an amount payable to you on demand by MDB Capital. Subject to applicable law, MDB Capital may use this free credit balance in connection with its business. MDB Capital may, but is not required to, pay you interest on this free credit balance, provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by MDB Capital, which may change from time to time at MDB Capital' sole discretion. MDB Capital reserves the right to make changes to the available options and/or the options available to you for your core position.

For more information, please refer to the Invesco Money Market Fund Prospectus and the FDIC-Insured Deposit Sweep Program Disclosures document at mdb.com/disclosures.

After your MDB Capital account has been opened, there may be situations where your core position must be changed from the option you currently use to another available option. Upon receiving advance written notice of such change, unless you contact MDB Capital and inform us otherwise within the time frame specified in the notice, you will be deemed to (i) consent to such change and (ii) direct MDB Capital to withdraw your funds from the core position you currently use and place those funds in the new core position.

First Use of Money Market Fund

If a money market mutual fund is your core position, making your first investment into that fund is your acknowledgment that you have received and read a prospectus for that fund.

How Transactions Are Settled

Credits to Your Account

During normal business hours ("Intra-day"), activity in your account such as deposits and the receipt of settlement proceeds are credited to your account and may be held as a free credit balance (the "Intra-day Free Credit Balance").

Activity in your account, such as deposits and the receipt of settlement proceeds, may also occur after the cut-offs described above or on days the market is not open and the Fedwire Funds Service is not operating (collectively "After-hours"). Those amounts are credited to your account and may be held as a free credit balance (the "After-hours Free Credit Balance").

Like any free credit balance, the Intra-day and After-hours Free Credit Balances represent amounts payable to you on demand by MDB Capital. Subject to applicable law, MDB Capital may use these free credit balances in connection with its business. MDB Capital may, but is not required to, pay you interest on free credit balances held in your account overnight, provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by MDB Capital, which may change from time to time at MDB Capital sole discretion.

Interest paid on free credit balances will be labeled "Credit Interest" in the Investment Activity section of your account statement. Interest is calculated on a periodic basis and credited to your account on the next business day after the end of the period. This period typically runs from approximately the last day of one month to the last day of the next month. Interest is calculated by multiplying your average overnight free credit balance during the period by the applicable interest rate, provided, however, that

if more than one interest rate is applicable during the period, this calculation will be modified to account for the number of days each period during which each interest rate is applicable.

If You are using a Money Market Fund as Your Core Position

MDB Capital has partnered with Invesco Advisers, Inc. to offer its Invesco Government & Agency Portfolio, Resource Class money market fund (symbol AGOXX) as your core position. If you utilize this money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by activity occurring prior to the market close each business day (or 4 p.m. Eastern time on business days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into your account and invested in your core position when the money market fund closes the following business day.

If You are Enrolled in the FDIC-Insured Bank Sweep Program

If you participate in the Bank Sweep Program, the Intra-day Free Credit Balance, if any, as well as any After-hours Free Credit Balance generated by activity occurring prior to MDB's nightly processing cycle are automatically swept into your cash vehicle as part of that nightly cycle and reflected in your account as Bank Sweep Deposits in anticipation of the deposit process described below occurring on the next business day.

Your cash Balance will be deposited in an FDIC-insured interest-bearing account (a "Bank Sweep Account") at one or more participating banks (each, a "Program Bank"). The amounts on deposit are collectively referred to as your Bank Sweep Deposits, and Bank Sweep Deposits are eligible for FDIC insurance up to certain limits. Please note that in the event you have cash balances greater than either a) amount that the bank sweep program can place at the participating banks, or b) amounts that exceed the total FDIC insurance offered by the Program, excess funds will be swept into your cash on deposit balance, earning interest, but only protected up to the SIPC covered limits. Please see the FDIC-Insured Bank Deposit Sweep Program Disclosure for more details.

If You are using a Money Market Fund Product as Your Core Position

MDB Capital has partnered with Invesco Advisers, Inc. to offer its money market fund products for you to invest in. If you are utilizing a money market fund as your core position and there are debits in your account generated by account activity occurring close each business day, intra-day and after hours (or 4 p.m. Eastern time on business days when the market is closed and the Fedwire Funds Service is operating), these debits will be settled when the money market fund closes on the following business day using the following sources, in this order:

- the Intra-day Free Credit Balances
- redemption proceeds from the sale of your core position when the money market fund closes

If You Utilize the Bank Sweep as Your Core Position

If you utilize the FDIC-Insured Bank Sweep as your core position and there are debits in your account generated by account activity occurring prior to MDB Capital' nightly processing cycle, these debits will be settled using the following sources, in this order:

- any Intra-day or After-hours Free Credit Balances

- proceeds from the withdrawal of Program Deposits occurring on the next business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday)

Certain unsettled debits in your account along with debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using proceeds from the withdrawal of Program Deposits the following business day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday). Debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using proceeds from the withdrawal of Program Deposits the following business day.

Resolving Unpaid Obligations or Other Obligations

If certain of the sources listed above in “Debits to Your Account” (which are defined as your “available balance” for purposes of this Agreement) are not enough to satisfy a given debit, we reserve the right to take action as we see fit, including declining to honor the debit, which may result in fees (such as a wire reject fee) or other consequences for you.

Note that at any time, we may reduce your available balance to cover obligations that have occurred but not yet been debited, including but not limited to withholding taxes that should have been deducted from your account.

It is important to understand that we do have additional choices for resolving unsatisfied obligations. Like many other securities brokers, we reserve the right to sell or otherwise use assets in an account to discharge any obligations the account owner(s) may have to us, and to do so without further notice or demand. For example, if you have bought securities but not paid for them, we may sell them ourselves and use the proceeds to settle the purchase.

This provision extends to any property held by you or carried for any account of yours, including any credit balances, assets, and contracts, as well as shares of any money market funds or other investment companies for which MDB Capital or an affiliate provides management or administrative services. Although MDB Capital may use other methods, MDB Capital reserves the right to use the provisions described in this section at any time, except in cases involving retirement accounts when these provisions would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

Cash Deposits

Each check, bank wire, or Automated Clearing House (ACH) deposit is promptly credited to your account. However, the money may not be available to use until up to six business days later, and we may decline to honor any debit that is applied against the money before the deposited check or ACH has cleared. If a deposited check or ACH does not clear, the deposit will be removed from your account, and you are responsible for returning any interest you received on it.

Note that we can only accept checks denominated in U.S. dollars and drawn on a U.S. bank account. We cannot accept third-party checks. In addition, if we have reason to believe that assets were incorrectly credited to your account, we may restrict such assets and/or return such assets to the account from which they were transferred.

Transfer of Securities — Dividends

When dividends are paid on securities that are transferred from a brokerage account (other than in settlement of brokerage transactions), such as transfers between accounts and gifts of securities, MDB will apply the same “ex-dividend date” rules that apply to brokerage transactions so that transfers before an ex-dividend date will transfer the dividend to the transferee, and transfers on or after the ex-dividend date will not transfer the dividend to the transferee.

Non-Transferable Securities

In the event that any securities in your account become non-transferable, MDB may remove them from your account without prior notice, including any security that is deemed to have been cancelled, worthless, revoked, or otherwise invalidated. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent. MDB may remove non-transferable securities from your account pursuant to a Securities and Exchange Commission approved program that permits our custodian for these securities to no longer maintain the physical certificates representing the positions in these securities. Please note the following:

- There are no known markets for these securities.
- We are unable to deliver certificates to you representing these positions.
- These transactions will not appear on Form 1099 or any other tax-reporting form.
- If the position is held in a retirement account, we will not report the removal of the position as a taxable distribution and any reinstatement of the position will not be reported as a contribution.
- If transfer agent services become available sometime in the future, MDB will use its best efforts to have the position reinstated in your account.
- Positions removed from your account will appear on your next available account statement following such removal as an “Expired” transaction.

By opening and maintaining an account with us, you consent to our actions as we have described them above, and you waive any claims against us arising out of such actions. You also understand that we do not provide tax advice concerning your account or any securities that may be the subject of removal from or reinstatement into your account, and you agree to consult with your own tax advisor concerning any tax implications that may arise as a result of any of these circumstances. MDB Capital has no responsibility for determining if the sale of either a limited partnership or master limited partnership would generate unrelated business taxable income in your IRA or whether a specific securities transaction you have made would be deemed a prohibited transaction under ERISA and §4975 of the Internal Revenue Code.

Electronic Funds Transfers (EFT)

Options for transferring cash in and out of your account electronically include:

Bank Wires, which use the Federal Reserve wire system, are processed the same day, depending on the time received. A wire transfer may normally be between \$5,000 and \$250,000.

Automated Clearing House (ACH) transfers can take two-seven business days to complete and can be between \$0.01 to \$100,000. At least one common name must match exactly between your MDB Capital account and bank account. To send and receive ACH transactions, your bank must be a member of the Automated Clearing House (ACH) system.

Money deposited electronically may not be available for withdrawal for four to six business days.

If you have arranged for an EFT to be made to or from your account, you can call MDB at (945) 262-9010 to confirm whether or not your transfer has been processed. You further understand that MDB Capital may notify you electronically or by phone when EFT transactions are initiated on your account.

Dividend Reinvestment Program

If you elect to enroll your account in the dividend reinvestment program, you agree that the dividend reinvestment election applies to all eligible securities in your account. With this feature, all dividends paid by eligible securities are automatically reinvested in additional shares of the same security. (For purposes of the Dividend Reinvestment Program, "dividends" means cash dividends and capital gain distributions, late ex-dividend payments, and special dividend payments, but not cash-in-lieu payments.)

To be eligible for this feature, a security must satisfy all of the following:

- be a closed-end fund, common stock, (or generally American depository receipts [ADRs])
- be held in street name by MDB (or at a securities depository on its behalf)

Dividends are reinvested on shares that satisfy all of the following:

- the security is eligible
- you own the shares on the dividend record date
- you own the shares on the dividend payable date (even if you sell them that day)
- your position in the security has been settled on or before the dividend record date
- the shares are designated for reinvestment as of 9 p.m. Eastern time on the dividend record date

Shares purchased through the Dividend Reinvestment Program will generally be placed in your account as of the dividend payable date. Note, however, that the stock price at which your reinvestment occurs is not necessarily the same as the price that is in effect on the dividend payable date. This is because we generally buy the shares of domestic companies two business days before the dividend payable date, at the market price(s) in effect at the time, in order to help ensure that we have shares on hand to place in your account on the dividend payable date. Other factors may require the purchase of the shares on a different business day, which may be before, on, or after the dividend payable date. Also, shares of securities that have an irregular ex-dividend date are purchased on the ex-dividend date and placed in your account on the second business day following the ex-dividend date. Therefore, you may end up receiving more or fewer shares than if your dividend had been reinvested on the dividend payable date itself, particularly if there are significant changes in the market price of a security just before its dividend payable date. If several purchase transactions are necessary to reinvest your and other customers' dividends in a particular security, the price per share will be the weighted average price per share for all shares purchased. If sufficient shares are unavailable in the market to satisfy all customers' requirements for dividend reinvestment for a security, the dividend will not be reinvested. The reinvestment of dividends may be delayed in certain circumstances. MDB reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice.

Although for dividend reinvestments, your regular account statement takes the place of a trade confirmation, you can generally obtain status information the day after the reinvestment date by contacting MDB.

If you transfer or reregister your account within MDB, you will need to re-enroll your account if you want to participate in the dividend reinvestment program.

Optional Dividends

At times certain issuers that pay dividends may offer shareholders an opportunity to elect to receive stock or cash, or a combination of both. This is known as an "Optional Dividend." The issuer will assign a default if no instruction is received. You have the opportunity up until the applicable deadline to make an election to receive the payment of your choice. Please be advised, if you do not make an election prior to the deadline, your account will be assigned a default election based on the dividend reinvestment program instructions you established with respect to your account. This default election will be utilized in lieu of the issuer's default option being applied to your account.

Closing Your Account

We can close your account, or terminate any optional feature, at any time, for any reason, and without prior notice. You can close your account, or terminate any optional feature, by notifying us in writing or calling us on a recorded line. We may automatically close accounts with zero balances. Regardless of how or when your account is closed, you will remain responsible for all charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination. Note that a final disbursement of assets may be delayed until any remaining issues have been resolved.

If your account has a balance of less than \$100 and no activity has occurred for a 6-month period, you authorize MDB Capital to sell the securities in the account, send a check for all the proceeds and any other cash to your address of record, and close your account.

Monitoring Your Account and Notifying Us of Errors

As an account owner, you are responsible for monitoring your account. This includes making sure that you are receiving transaction confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about your account is accurate and contains nothing suspicious.

Please note that, unless we have otherwise contractually agreed to do so, we do not have an ongoing responsibility to monitor an investment strategy, account type, or securities bought, sold, or held in your account, even in cases where we may have made a recommendation. Note that so long as we send communications to you at the physical or electronic address of record given on the application, or to any other address given to us by you or any other authorized person, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, confirmations and statements are legally presumed to be accurate unless you specifically tell us otherwise.

If you have not received a communication you expected, or if you have a question or believe you have found an error in any communication from us, call us immediately, then follow up with written confirmation.

You agree to notify us immediately if:

- You placed an order electronically but did not receive a reference number for it (an electronic order is not considered received until we have issued an acknowledgment).
- You received confirmation of an order you did not place, or any similar conflicting report.
- There is any other type of discrepancy or suspicious or unexplained occurrence relating to your account.
- Your password or access device is lost or stolen, or you believe someone has been using it without authorization.

If any of these conditions occurs and you fail to notify us immediately (within one business day), neither we nor any other MDB Capital affiliate will be liable for any consequences. If you fail to provide such notice, MDB reserves the right to remove the trade from your account or require you to accept the trade. If you do immediately notify us, our liability is limited as described in this Agreement. With any feature or service that is governed by a separate agreement (such as the bank sweep agreement), note that different policies concerning error resolution and liability may apply, as described in the separate agreement.

If, through any error, you have received property that is not rightfully yours, you agree to notify us and return the property immediately. If we identify an error in connection with property you have received from or through us or a MDB affiliate and determine it is not rightfully yours, you agree that we may take action to correct the error, which may include returning such property to the rightful owner.

Complying with Applicable Laws and Regulations

In keeping with federal and state laws, and with securities industry regulations, you agree to notify us in writing if any of the following occur (with all terms in quotes defined as being within the meaning of the Securities Act of 1933):

- if you are, or later become, an employee or other “associated person” of a stock exchange, a member firm of an exchange or the Financial Industry Regulatory Authority (FINRA), a municipal securities dealer, or any MDB Capital “affiliate”.
- if you are, or later become, an “affiliate” or “control person” with respect to any security held in your account. An affiliate or control person is an entity or individual who has the power to influence, direct, or control the activities of a publicly traded company. Control persons can be directors, officers, shareholders, affiliates, or any other person with authority over the public company's management and operations.
- if any transactions in your account regarding securities whose resale, transfer, delivery, or negotiation must be reported under state or federal laws.

You also agree:

- if you are, or later become, an “associated person” of a member firm of an exchange or FINRA, that you have obtained consent of the “employer member,” you agree that we may contact your employer to request or confirm their consent, and you authorize MDB upon request by an employer member to transmit copies of confirmations and statements, or the transactional data contained therein, with respect to all of your accounts, including all accounts subject to FINRA rules and unit investment trusts, municipal fund securities, and qualified programs pursuant to Section 529 of the Internal Revenue Code.

- to ensure that your account transactions comply with all applicable laws and regulations, understanding that any transaction subject to special conditions may be delayed until those conditions are met.
- to comply with all policies and procedures concerning “restricted” and “control” securities that we may require.
- to comply with any insider trading policies that may apply to you as an employee or “affiliate” of the issuer of a security.
- to not trade in securities of a company while in possession of material non-public information, or, if you are an officer or director of a public company, during any period when the company has declared the window for trading is ‘closed.’

We will assume that any securities or transactions in your account are not subject to the laws and regulations regarding “restricted” and “control” securities unless you specifically tell us otherwise.

If you or another individual associated with your account resides outside the U.S., MDB may at any time in its sole discretion terminate that relationship, or modify your rights to access any or all account features, products or services. By opening or maintaining an account with MDB, you acknowledge that MDB does not solicit offers to buy or sell securities, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

Limits to Our Responsibility

Although we strive to ensure the quality and reliability of our services, including electronic services (such as online, mobile, and telephone services), neither we nor any third party whose services we arrange for are responsible for the availability, accuracy, timeliness, completeness, or security of any service related to your account.

You therefore agree that we are not responsible for any losses you incur (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys’ fees, or other fees and expenses) as a result of any of the following:

- the acceptance and processing of any order placed on your account, whether received electronically or through other means, as long as the order reasonably appears to be authentic; or the refusal to accept or execute any order, instruction, or transfer as MDB may elect to do at any time.
- cancellation of an accepted/executed trade in which MDB reasonably determines, in its sole discretion, that there was a data, clerical or other similar error in the handling or processing of the trade, including but not limited to situations where a third-party caused such error.
- cancellation of an accepted/executed trade when dealers and/or contra-parties notify MDB that they are unable to deliver shares because the order was filled in error.
- investment decisions or instructions placed on your account, or other such actions attributable to you or any authorized person.
- occurrences related to governments or markets, such as restrictions, suspensions of trading, or high market volatility or trading volumes.
- uncontrollable circumstances in the world at large, such as wars, natural disasters, power outages, unusual weather conditions, or government restrictions.
- occurrences related to computers and communications, such as a network or systems failure, a message interception, or an instance of unauthorized access or breach of security.

- with respect to electronically provided market data or other information provided by third parties, any flaw in the timing, transmission, receipt, or substance (such as any inaccuracy, error, delay, omission, or sequence error, any nonperformance, or any interruption of information), regardless of who or what has caused it to occur.
- the storage and use of information about you and your account(s) by our systems and transmission of this information between you and us; these activities occur entirely at your risk.
- the usage of information received by you or us through any electronic services.
- difficulties receiving information or accessing your account that are due to the equipment you use, including difficulties resulting from technical incompatibilities, malfunctions, inherent limitations, or interruptions in service.
- any checks or other debits to your account that are not honored because the account has insufficient funds.

You understand that there may be delays or interruptions in the use of MDB Direct, including, for example, those caused intentionally by MDB for purposes of servicing the MDB Direct system.

MDB Capital reserves the right to restrict your account from withdrawals and/or trades if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity. MDB Capital also reserves the right to restrict your account from withdrawals and/or trades if MDB is put on reasonable notice that the ownership of some or all of the assets in the account is in dispute.

Any and all securities and other property belonging to you or which you may have an interest held by MDB or carried in any of your accounts with MDB (either individually or jointly with others) shall be subject to a first and prior security interest and lien for the discharge of your obligations to MDB, wherever or however arising and without regard to whether or not MDB has made advances with respect to such securities and other property, and MDB is hereby authorized to sell and/or purchase any and all securities and other property in any of your accounts, and/or to transfer any such securities and other property among any of your accounts to the fullest extent of the law and without notice where allowed.

Nothing in this agreement represents a contractual promise of warranty to you regarding MDB's compliance with applicable laws, rules, or regulations. Nor is anything in this agreement intended to create a contractual or private cause of action for any non-compliance with applicable laws, rules (including but not limited to rules of any exchange, market center, or clearinghouse) or regulations. MDB specifically disclaims any such warranty or obligation.

Indemnification

You agree to indemnify, hold harmless, and defend MDB Capital, its affiliates, and their respective officers, directors, employees, agents, and representatives from any and all liabilities, losses (as defined in "Limits to our Responsibility"), costs, judgements, penalties, claims, actions, damages, or expenses (collectively, "Losses") resulting from any action taken in reliance on any representation, information or instructions received from you, your breach of this agreement, your actions or failures to act, whether intentional or not, including Losses resulting from actions taken by third parties, except to the extent that such Losses directly result from MDB's gross negligence, fraud, or willful misconduct.

If you use any third-party services or devices in connection with your account (such as Internet service or wireless devices), all service agreements and payments for these are your responsibility. Rates and terms are set by the service providers and are not MDB's responsibility. Note that beyond taking

reasonable steps to verify the authenticity of instructions, we have no obligation to inquire into the purpose, wisdom, or propriety of any instruction we receive.

Terms Concerning This Agreement

Applicability

This Agreement is the only agreement between you and us concerning its subject matter, and covers all accounts that you, at whatever time, open, reopen, or have opened with us. In addition, if you have already entered into any agreements concerning services or features that relate to this account, or if you do so in the future, this Agreement incorporates by reference the terms, conditions, and policies of those agreements. The terms of these other agreements are in addition to the provisions of this Agreement and any other written agreements between you and the Customer. In the case of any conflict between this Agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.

Governing Laws and Policies

This Agreement and its enforcement are governed by the laws of the State of Texas, except with respect to its conflicts-of-law provisions. State and federal courts located in Texas have jurisdiction over disputes relating to this Agreement, and all other agreements entered between you and MDB, except when arbitration is provided. You waive any objection to the bringing of any proceedings in any such court by MDB and agree not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it. However, the foregoing shall not prevent MDB from bringing an action in any court of any other jurisdiction, in its discretion. In all judicial actions, arbitrations or dispute resolution methods, the parties waive any right to punitive damages.

All transactions through MDB Capital are subject to the rules and customs of the marketplace where they are executed, as well as applicable state and federal laws. In addition, securities trades are subject to any MDB Capital trading policies and limitations that are in effect at the time of this agreement.

Assignment and Termination, Modification and Enforcement

We may amend or terminate this Agreement at any time. This may include changing, dropping, or adding fees and policies, changing features and services or the entities that provide them (such as the financial institution that provides banking services), and limiting the usage or availability of any feature or service, within the limits of applicable laws and regulations. Although it is our policy to send notice to account owners of any material changes, we are not obligated to do so in most cases. Outside of changes originating in these ways, no provision of this Agreement can be amended or waived except in writing by an authorized representative of MDB Capital.

MDB Capital may transfer its interests in this account or agreement to any of its successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your account or agreement (including de facto transferal by giving a nonowner access to the account using a password) except with the prior written approval of MDB, or through inheritance, corporate dissolution, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.

We may enforce this Agreement against any and all account owners. In addition, any securities exchanges or associations that provide information to you through your account may enforce the terms of this Agreement directly against you. Although we may not always enforce certain provisions of this Agreement, we retain our full right to do so at any time.

If any provision of this Agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this Agreement will remain fully in effect. MDB may use the electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the account application and this Agreement as the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of the electronically stored copies of such documents in any proceeding between you and MDB.

Routing of Orders and Payment for Order Flow

MDB Capital routes customer orders to various routing brokers, which in turn sends orders to various exchanges or market centers for execution. In deciding where to send an order, MDB looks at a number of factors, such as size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules and practices. Although you can instruct us to send an order to a particular marketplace, our order-routing policies are designed to result in transaction processing that is favorable for you. MDB reserves the right to wait for the primary exchange to open before commencing trading in a particular security.

MDB may receive compensation or other consideration for directing orders to particular broker dealers or market centers for execution. Payment for order flow such forms as monetary payments, rebates in the form of fee reduction or volume discounts. The amount of the compensation depends on the agreement reached with each venue. MDB makes a reasonable effort to pass through any rebate it receives or cost assessed from order flow activity to the client account. The source and nature of compensation relating to your transactions will be furnished upon written request.

Conflicts of Interest

This section summarizes important information concerning the material conflicts of interest that arise through our delivery of brokerage services to you. We encourage you to review this information carefully, along with any applicable account agreement(s) and disclosure documentation you receive from us.

MDB Capital deals with securities for a limited number of companies which may be affiliates of MDB Capital, or in which MDB Capital and its customers and financial professionals otherwise own substantial equity. This limited area of service creates substantial conflicts since the securities sold for the companies are sold for affiliates of MDB Capital, and if you trade in the public shares of these companies, MDB Capital, its affiliates, its financial professionals or its customers may be buying or selling shares at the same time, or at any time, and may be holding a substantial amount of shares.

Our financial professionals may have a financial interest in the debt or equity securities (e.g., option, right, warrant, future, long or short position) of the following companies for which we provided

investment banking services: ClearSign Combustion Corp. (CLIR); Second Sight Medical Products, Inc. (EYES); Ideal Power Inc. (IPWR); The Arena Group Holdings, Inc. (AREN); Pulse Biosciences, Inc. (PLSE); Cue Biopharma, Inc. (CUE); and HeartBeam, Inc. (BEAT).

We have two financial professionals who are directors of Endra Life Sciences Inc. (NDRA).

Information about the source(s) and amount(s) of compensation as well as other remuneration received by MDB and other affiliates is also more fully described in the MDB Form CRS and the Products, Services, and Conflicts of Interest disclosure document, available online at <https://mdb.com/disclosures/regulation-best-interest-disclosures/> and information about the foregoing is also available upon written request.

Quotes, Market Data, and Research

Quotes, news, research, and information accessible through MDB Direct are provided by QuoteMedia ("QM"). The Information is the property of QM, who are solely responsible for its content, and is protected by law. You agree not to reproduce, distribute, sell or commercially exploit the Information in any manner without written consent of QM. MDB reserves the right to terminate access to the information. None of the Information constitutes a recommendation by MDB or a solicitation to buy or sell. MDB, its affiliates, and QM do not guarantee accuracy, timeliness, or completeness of the information, and you should consult an advisor before making investment decisions. Reliance on quotes, data or other information is at your own risk. Such information could include technical or other inaccuracies, errors or omissions. In no event will MDB, any MDB affiliate, or the Providers be liable for consequential, incidental, special or indirect damages arising from use of the Information. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR USE OR WARRANTY OF NON-INFRINGEMENT.

Warranty Disclaimer

Neither we nor any third party makes any representations or warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose in respect of any services provided in connection with this account, or any information programs or products obtained from, through, or in connection with these services. In no event will we or any third party be liable for direct, indirect, incidental, or consequential damages resulting from any defect in or use of these services.

Louisiana Residents

If you are opening a joint account in Louisiana, you should be aware that Louisiana does not recognize certain types of joint account registrations. As a result, MDB will only establish a joint account when directed by you to do so and only when you direct MDB to establish such account as tenants in common. In connection with your direction to establish this type of joint account, each account owner expressly and irrevocably renounces the right to concur in the disposition or alienation of the account by the other account owner for the entire time the account is open, or the longest term allowed by applicable law.

Residing Outside the United States

If we determine that you reside outside the United States, you will be subject to certain limitations. While we generally make this determination by looking at the address information on our books and records (including the addresses maintained by the account owner and certain individuals with control

over the account), we reserve the right to consider other information when making this determination and/or subjecting you to these limitations.

Generally speaking, regardless of where you reside, you will be subject to certain limitations. We will provide you with only ministerial or administrative services, which means that, among other things, our representatives will not engage in discussions with you about such topics as asset allocation, income planning, or portfolio composition.

Depending on where you reside, you may also be subject to additional restrictions (for example, trading in certain shipping or communications companies) up to and including restrictions that will prevent you from making additional deposits or purchasing additional securities positions (i.e., you will be prohibited from doing anything in your account other than selling your existing holdings and withdrawing the proceeds).

Notwithstanding the above, special rules govern your relationship with us if you live in Canada. Because of this, and because every situation is unique, you should contact MDB Capital if you have questions about how you may be affected. If you notify us that you do not reside outside the U.S., these limitations may be lifted.

Unclaimed Property

Your account balance and certain uncashed checks issued from your account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

FINRA BrokerCheck

As a member of the Financial Industry Regulatory Authority (FINRA), MDB Capital would like to inform you of the availability of a FINRA Investor Brochure that includes information describing the FINRA's BrokerCheck program. The BrokerCheck program provides certain information about the disciplinary history of FINRA Members and their associated personnel.

For more information, you may contact the FINRA Regulation BrokerCheck hotline at 1-800-289-9999 or visit the FINRA website at www.finra.org.

ARBITRATION

The following is a Pre-dispute Arbitration Agreement. PLEASE REVIEW IT CAREFULLY AS IT MATERIALLY EFFECTS YOUR RIGHTS AND REMEDIES SHOULD ANY DISPUTE ARISE.

ARBITRATION AGREEMENT

This arbitration agreement provides for arbitration under the arbitration rules of the Financial Industry Regulatory Authority ("FINRA"), a self-regulatory organization. However, should FINRA decline jurisdiction of a dispute it provides for arbitration under the commercial arbitration rules of the American Arbitration Association, one of the largest private arbitration forums in the United States. IN EACH CASE YOU WOULD BE WAIVING THE RIGHT TO A JURY TRIAL AND SUBMITTING DISPUTES FOR RESOLUTION UNDER THE RULES OF THE RELEVANT ORGANIZATION. SO PLEASE READ THIS CAREFULLY.

FINRA ARBITRATION

This Agreement contains a pre-dispute arbitration clause which means that you WAIVE THE RIGHT TO A JURY TRIAL.

This is an Agreement between, on the one hand, the party or parties executing below, and in the case of an entity its officers, directors or equivalent, and employees, and all such persons agents, successors and assigns (collectively "You"), and on the other hand, MDB Capital and its officers, directors, employees, affiliates and their agents, successors and assigns (collectively referred to as the "MDB Parties"). By signing this arbitration agreement all the parties agree to submit all disputes as outlined in more detail below for arbitration under the arbitration rules of FINRA. All the parties further 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 discoveries is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. Under this Agreement a claim that is ineligible for arbitration under the rules of FINRA and the alternative rules of JAMS may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied
2. the class is decertified; or
3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with The MDB Parties, an instruction or authorization provided to the MDB Parties or the breach of any such agreements, instructions, or authorizations; (ii) any account or Services; (iii) transactions in any account

related to the MDB Parties; (iv) or in any way arising from the relationship of You with the MDB Parties, including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, heirs, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in any account or investment sold related to a dispute, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist the MDB Parties in providing Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement.

The parties agree that this arbitration agreement will apply even if no account is accepted, opened or investment made will survive the closure of any of Your accounts, investments made and/or the termination of services rendered under this Agreement.

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the Financial Industry Regulatory Authority (FINRA) or any national securities exchange that provides a forum for the arbitration of disputes, provided that the MDB Parties is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA) or its successor. If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.

In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

1. The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.
2. Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the State of Texas, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

3. The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
4. If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.

Signature(s)

I am at least 18 years of age and am of full legal age in the state in which I reside. I acknowledge that I have read, understood, and agree to the terms set forth in the MDB Capital Customer Agreement herein.

IF YOU ARE EXECUTING THIS DOCUMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE DUE AUTHORITY TO BIND THE ENTITY AND TO MAKE THESE REPRESENTATIONS ON ITS BEHALF.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE ON PAGES 20-23. IT IS CRITICAL THAT YOU REVIEW THIS PROVISION, IT PLACES LIMITATIONS ON YOUR ABILITY TO SELECT A COURT OR OTHER FORUM TO RESOLVE CERTAIN DISPUTES.

By clicking "Submit" you, (i) agree this represents your digital signature, which is the equivalent of your written signature and (ii) consent to the use of electronic records to evidence your certification/agreement.

I understand and agree that my electronic signature is the legal equivalent of a manual written signature.

X	X
Signature	Signature
Date	Date
Signatory Name	Signatory Name