APPLICATION PROGRAM INTERFACE (API) LICENSE

BY USING ALLY INVEST'S API, YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH ALLY INVEST SECURITIES LLC (HEREAFTER "ALLY INVEST", "WE" OR "OURS") THAT INCLUDES PROVISIONS THAT (1) ALLOW US TO TERMINATE YOUR USE OF THE ALLY INVEST API AT ANY TIME, WITH OR WITHOUT CAUSE AND; (2) MAKE IT CLEAR THAT YOUR USE OF THE ALLY INVEST API DOES NOT IMPLY OR CREATE A PARTNERSHIP OR ANY OTHER TYPE OF RELATIONSHIP WITH ALLY INVEST, OR ANY OF ITS AFFILIATED COMPANIES.

If you are entering into this Application Program Interface license (this "**Agreement**") on behalf of an Ally Invest client, partner, or other legal entity, you represent that you have authority to bind such entity and its affiliates to this Agreement, in which case the terms "you", "your" or "**API User**" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not use the Ally Invest API.

For a list of definitions for all capitalized terms, please see Section 13, below.

We encourage you to read this Agreement with great care in order to participate with us in the development of a quality service. By downloading or otherwise using the Ally Invest API, you acknowledge that you have read and understood this Agreement and that you agree to be bound by all of its provisions.

1. **Application Program Interface (API) License**

    1.1. API User Acceptance. Subject to the terms and conditions contained in this Agreement, Ally Invest hereby grants you a non-exclusive, nontransferable, terminable license to the Ally Invest API solely to access, receive and send Transaction Request Data through Ally Invest products or services to and from the Ally Invest Service. You may not deploy the Ally Invest API on any websites not operated in the Territory, or that contain objectionable content, as determined in our sole discretion, including content that is deceptive, libelous, defamatory, obscene, violent, bigoted, hate-oriented, illegal, and/or promoting illegal goods, services or activities. Nothing in this Agreement and no use of the Ally Invest API shall be construed as Ally Invest's endorsement or approval of the content of any Site(s) published by the API User. The User Platform will not be co-branded and the underlying technology of both the Ally Invest Service and the User Trading System are and will remain independent of each other. The User Platform will be able to access, display and process User account information and Transaction Request Data from the Ally Invest Service.

    1.2. Restrictions. You may not (a) sublicense any of rights granted under this Agreement to any third party, (b) incorporate the Ally Invest API in any of your technology or products or of any third party (except as expressly permitted by this Agreement), (c) disclose the Ally Invest API to any third party (except as agreed to in writing by Ally Invest), or (d) use or reproduce the Ally Invest API other than as permitted by this Agreement. You will not, nor will you knowingly permit any third party to: (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms proprietary to Ally Invest utilized in the Ally Invest Service, the Ally Invest API or the Ally Invest Property; or (ii) provide, lease, lend, use for timesharing purposes or (except as expressly contemplated in this Agreement) otherwise use or allow others to use the Ally Invest Service, Ally Invest API or Ally Invest Property for the benefit of any third party.

2. **Compliance Requirements**

    2.1. Compliance. Prior to the initial connection to the Ally Invest Service via the Ally Invest API or any protocol derived from it, and after any material change to the Ally Invest API: (a) you must test transactions to ensure they map to such data format specified by Ally Invest in accordance with the acceptance test cases provided by Ally Invest, and (b) your User Trading Systems, including the User Platform, must pass compliance testing by Ally Invest. You will cooperate in such API compliance testing to achieve passing results by API User's systems, as determined by Ally Invest in its sole discretion. All such certification and testing is at API User's expense. Ally Invest may require such compliance testing at API User's sole expense each time Ally Invest introduces a new product which modifies the Ally Invest API or Transaction Request Data in such a way that Ally Invest, in its sole discretion, deems such testing necessary. To enable API User to test the functionality of the Ally Invest API against Ally Invest API protocol and Ally Invest products, at API User's request, Ally Invest will establish live financial accounts with API User at no charge for the limited purpose of testing. API User will fund such account(s) as necessary to complete such testing.

2.2. <u>Data Security</u>. API User agrees to institute adequate and appropriate safeguards and precautions to ensure the security of data and information that is processed on the Ally Invest Service and through the User Platform. API User shall adhere to and prominently post on its API User Site and any associated or affiliated sites and on any User Trading System accessed by Users, a privacy policy at least as protective of Ally Invest's rights in the Ally Invest API, Transaction Request Data and Ally Invest Property as this Agreement. As long as any revised privacy policy continues to conform to this Agreement, API User may change such privacy policy, subject to the restrictions concerning Customer Information as set forth herein, upon prompt notice to Ally Invest.

2.3. <u>Inspection Rights</u>. Ally Invest shall have the right, upon reasonable advance notice, to inspect API User's records and facilities with respect to the use of the Ally Invest API in order to verify that such use is within the scope of the Agreement concerning same.

3.   API User Limitations and Restrictions

3.1. <u>Compliance with Ally Invest Agreements</u>. You must comply with all restrictions set forth in this Agreement, the Channel Partner Agreement, the Privacy Policy, and all other agreements you enter into with Ally Invest. If Ally Invest believes, in its sole discretion, that you have violated or attempted to violate any term, condition or the spirit of this Agreement, the license afforded pursuant to this Agreement may be temporarily or permanently revoked, with or without notice to Licensee

3.2. <u>Brokerage Activities</u>. Ally Invest shall be solely responsible for establishing, maintaining, administering and closing all brokerage accounts of Ally Invest customers. The terms and conditions of any agreement between Ally Invest and its customers, including disclosures, disclaimers, documentation, trade execution rates, commissions and all other components of the brokerage services provided by Ally Invest to its customers, shall be at Ally Invest's sole discretion and subject to change without notice to API User. As between Ally Invest and API User, Ally Invest customers shall, for all brokerage and/or financial services purposes, be the exclusive customers of Ally Invest. Ally Invest shall have no obligation to share any customer data with API User other than as described in the Transaction Request Data. API User shall provide appropriate notification in a form approved by Ally Invest that brokerage services provided by Ally Invest accessible via the User Platform are provided by Ally Invest as an independent registered broker-dealer.

3.3. <u>API User Activities</u>. Without Ally Invest's written consent, API User will not (a) make representations regarding Ally Invest's services or otherwise bind Ally Invest, including in any written agreements, information and documentation and oral statements provided to customers of API; or (b) become involved in the financial services offered by Ally Invest, including, without limitation, by: (i) answering Ally Invest customer inquiries or engaging in negotiations involving brokerage accounts or securities transactions; (ii) opening, maintaining, administering, or closing Ally Invest customer brokerage accounts, or soliciting, processing, or facilitating securities transactions relating thereto; (iii) extending credit to any customer for the purpose of purchasing securities through, or carrying securities with, Ally Invest; (iv) accepting customer securities orders, selecting among broker-dealers or routing orders to markets for execution; (v) handling funds or securities of Ally Invest customers, or effecting clearance or settlement of customer securities transactions; (vi) resolving or attempting to resolve any problems, discrepancies or disputes involving Ally Invest customer accounts or related transactions; or (vii) recommending or endorsing specific securities, giving advice or promulgating analysis or reports on the value of securities and/or the advisability of investing in securities. API User will not take any action with the intended result of structuring or influencing the type or frequency of Transaction Requests. API User acknowledges that engaging in any of the above activities may subject API User to broker-dealer registration requirements under the Exchange Act of 1934 and/or applicable federal or state laws and/or regulations.

4.   API User Obligations

4.1. <u>General Conduct</u>. API User agrees: (i) to conduct business in a manner that reflects favorably at all times on the good name, goodwill and reputation of Ally Invest; (ii) to avoid deception, misleading or unethical practices that are or might be detrimental to Ally Invest or the public; (iii) not to disparage Ally Invest or its employees or products; (iv) not to publish or employ or cooperate in the publication or employment of any misleading or deceptive content; and (v) not to include on the Site(s) any baseless statements, guarantees or promises about the performance of investment products or securities. Subject to the limitations of this Agreement, API User shall, at its own expense, use its commercially reasonable efforts to promote the use of the Ally Invest API to Users.

4.2. <u>Marketing Policies and Procedures</u>. API User will not publish or broadcast any promotional, marketing or advertising material or other content that refers to Ally Invest, Ally Invest API or this Agreement without Ally Invest's prior written approval. Except as required by Section 4.1, neither party shall be obligated to perform any advertising or marketing

related to the services contemplated herein. API User must obtain prior written approval and consent of Ally Invest for any proposed advertising, including banner and other Internet-based advertising, as well as advertising through commercials, print ads, and through any other media, including press releases, trade shows and private demonstrations. All advertising or any other marketing of the capabilities of the User Trading System to interface with Ally Invest shall include the following disclaimer, prominently displayed: "Ally Invest is an independent registered broker-dealer not affiliated with [API USER] or any of its subsidiaries or affiliates. All brokerage services performed by Ally Invest." Each party is responsible for the accuracy of all sales and marketing materials relative to its products. A party shall have no liability for the other party's marketing materials and marketing actions.

4.3.   Trademark Use. Nothing herein shall grant either Party any right, title or interest in the other's trademarks. At no time during or after the Term of this Agreement shall either Party challenge or assist others to challenge the other Party's trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of the other Party. API User shall comply with any and all guidelines provided by Ally Invest concerning the use of Ally Invest's images, logos, trademarks and copyrights, including all legacy TradeKing intellectual property. All representations of a Party's trademarks that the other Party intends to use shall first be submitted to the other Party in writing for approval. All goodwill associated with the use of the Ally Invest trademarks will inure to Ally Invest.

4.4.   Limitations on General Advertising. API User agrees to fully comply with the Controlling the Assault of Non-Solicited Pornography and Marketing Act (also known as the "CAN-SPAM Act") with respect to promotional materials distributed by email. API User agrees not to: (a) advertise or promote the Ally Invest API through any newsgroup postings, on message boards, through instant messaging (including SPIM), via the use of any type of unsolicited communication, in chat rooms, on or through banner advertisements, on guest books, on or in Internet Relay Chat (IRC) channels, and/or through any Internet resources similar thereto; (b) advertise or promote the Ally Invest API through the use or by means of any device, program, robot, iframe, hidden frame, popup window or other disruptive advertising, and/or via any redirect; (c) direct link to any Ally Invest website from any search engine or contextual ad network; (d) promote or advertise the Ally Invest API through the use of any promotion that provides Users with any rewards, points or any type of compensation whatsoever, including offering any incentive whatsoever to Users to induce them to open a User account application; (e) use the Ally Invest name or Ally Invest trademarks, or any misspellings or variations thereof, alone or in combination with any other term, in any API User search engine advertisements or any type of search engine marketing, including the   titles thereof; (f) use display URLs containing the Ally Invest name or Ally Invest trademarks, or any misspellings or variations thereof, alone or in combination with any other term; (g) use the term "official" or "official website" when referring to Ally Invest, the Ally Invest API, in any manner whatsoever; (h) use any advertising copy, including any headlines, which contains misspelling, poor grammar, and/or poor punctuation; (i) link to any website that creates or could create the impression that such website is owned, operated and/or sponsored or affiliated with Ally Invest; and/or (j) suggest in any manner that API User's website(s) is in any way part of Ally Invest's website(s) or owned and/or sponsored by Ally Invest in any manner. API User agrees to correct any Testimonials (defined below) in violation of Section 4.9 within three (3) days of being notified by Ally Invest, however, the failure of Ally Invest to notify API User shall not be deemed as a waiver of any API User violation of this Section.

4.5.   Limitations on Advertising on Third Party Websites. API User shall not advertise Ally Invest API on or through the following: (a) websites not located in the Territory (location, for purposes of this section, means the location of the website's servers, the owner of the website and/or the Ally Invest material represented thereon, and/or the owner of the domain name); or (b) websites that contain objectionable content, including, but not limited to, content that is deceptive, libelous, defamatory, obscene, violent, bigoted, hate-oriented, racist, illegal, or promotes illegal goods, services, or activities.

4.6.   Limitations on Keyword Advertising. API User shall not bid on any Ally Invest name or Ally Invest Trademark or any misspellings or variations thereof, alone or in combination with any other terms. Bidding on any Ally Invest names or Ally Invest Trademarks shall result in an immediate and automatic termination of this Agreement and automatic forfeiture of any Bonus amount or other payment due to API User.

4.7.   Limitations on Domain Names. API User agrees not to: (a) use, operate or link to websites with domain names (root) or subdomains that contain the Ally Invest name or Ally Invest Trademarks, or any misspellings or variations thereof, alone or in combinations with any other terms or (b) use or purchase any domain name containing the Ally Invest name or Ally Invest Trademarks, or any misspellings or variations thereof, alone or in combination with any other term. The purchase, retention or use of any domain names described in this section shall cause the immediate and automatic termination of this Agreement and automatic forfeiture of any Bonus amount or other payment due to API User. Notwithstanding any termination pursuant to this section, API User agrees to transfer any and all such domain names to Ally Invest within three (3) days after receipt of notification from Ally Invest regarding such domain names.

4.8.   License Limitation. Notwithstanding anything herein to the contrary, API User acknowledges and agrees that its right to

utilize the Ally Invest API does not provide API User any rights to offer any other of Ally Invest's products or services.

4.9. Testimonials. API User agrees to comply with all laws and regulations, including the guidelines of the Federal Trade Commission (available at <http://www.ftc.gov/sites/default/files/attachments/press-releases/ftc- publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>), with respect to any endorsements, referrals, reviews or testimonials (collectively, "**Testimonials**") regardless of whether or not related to Ally Invest or the Ally Invest API. In addition to the foregoing, API User agrees that it will use Testimonials that are factually accurate and not misleading in any manner. API User agrees that any Testimonials should represent typical results that an average User can expect to receive, and any User Testimonial that is obtained based upon any payment or compensation must be described as such in a conspicuous manner. API User agrees to correct any Testimonials in violation of this section within three (3) days of either being notified by Ally Invest and/or API User's own independent investigation. The failure of Ally Invest to notify API User shall not be deemed as a waiver of any API User violation of this section.

5. **Risk Acknowledgement**

API User acknowledges that: (a) there are serious risks associated with using an automated trading system (ATS) for the purposes of trading securities; (b) developing and programming an ATS is a complex process, and ATS design and/or programming errors can lead to undesired, erratic and/or unexpected trading behavior and can result in large trading losses, up to and including the loss of all funds in the Ally Invest account(s); (c) an ATS should only be designed, programmed and maintained by persons who are expert and qualified in these areas; (d) the performance of an ATS must be closely supervised and an ATS used in the Ally Invest Service should not be left to run unattended.

ALLY INVEST AND ITS OWNERS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, PARTNERS AND AGENTS DO NOT WARRANT THAT AFFILIATE'S OR ITS USERS' USE OF THE ALLY INVEST API OR THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ALLY INVEST API IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE ALLY INVEST API AND THE SERVICES AND ALL CHARGES RELATED THERETO. EXCEPT AS EXPRESSLY SET FORTH HEREIN, API USER AND ITS USERS ASSUME ALL RESPONSIBILITY AND RISK FOR API USERS' USE OF THE ALLY INVEST API AND THE SERVICES AND USERS' RELIANCE THEREON OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO OPINION, ADVICE OR STATEMENT OF TRADEKING OR ITS OWNERS, SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, PARTNERS, AGENTS OR THIRD PARTY USERS SHALL CREATE ANY WARRANTY. API USER'S AND ITS USERS' USE OF THE TRADEKING API OR THE SERVICES ARE ENTIRELY AT THEIR OWN RISK.

The Ally Invest API may contain links to third-party websites ("**Third-Party Websites**") and advertisements for third parties (collectively, "**Third-Party Websites & Ads**"). When you or a User clicks on a link to a Third-Party Website or Ad, we may not warn you or that User that your or such User has left the Ally Invest API and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of Ally Invest. Ally Invest is not responsible for any Third-Party Websites & Ads. Ally Invest provides these Third-Party Websites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third- Party Websites & Ads, or their products or services. You and your Users use all links in Third-Party Websites & Ads at your own risk. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. No information contained in the Third-Party Websites constitutes a recommendation by Ally Invest to buy, sell or hold any security, financial product or instrument discussed therein. By making available a Third-Party Website, Ally Invest does not offer or provide any investment advice or opinion regarding the nature, potential, value, suitability or profitability of any particular security, portfolio of securities, transaction or investment strategy, and you shall be fully responsible for any investment decisions you make, and such decisions will be based solely on your evaluation of your financial circumstances, investment objectives, risk tolerance, and liquidity needs.

6. **Term & Termination.**

6.1. Term. This Agreement shall commence on the date you first accept this Agreement or use the Ally Invest API, and shall continue unless and until terminated under this Section 6.

6.2. Termination for Regulatory Reasons. If, in the sole determination of Ally Invest, cancellation of this Agreement is required to avoid or prevent a regulatory violation (including without limitation of a regulatory or administrative nature), or, in the sole determination of Ally Invest, to prevent the material impairment of the relationship between Ally Invest and its applicable regulators, then Ally Invest may terminate this Agreement immediately by giving API User notice of said termination along with the basis for such termination.

6.3. <u>Termination for Convenience</u>. This Agreement may be cancelled by Ally Invest for any reason by giving API User written notice ten (10) days in advance. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, AT ALLY INVEST'S SOLE DISCRETION AND WITHOUT PRIOR NOTICE TO API USER, FOR ANY REASON OR NO REASON, ALLY INVEST MAY SUSPEND, PROHIBIT, RESTRICT OR TERMINATE THE ABILITY OF API USER AND/OR USERS (INDIVIDUALLY OR AS A GROUP) TO ACCESS THE TRADEKING SERVICE, OR TO RECEIVE OR TRANSMIT TRANSACTION REQUESTS.

6.4. <u>Termination for Breach</u>. If either Party defaults in the performance of any material provision of this Agreement, then the non-defaulting Party may give notice to the defaulting Party that if the default is not cured within twenty (20) days the Agreement will be terminated. If the non-defaulting Party gives such notice and the default is not cured during the twenty (20) day period, then the Agreement automatically shall terminate at the end of the twenty (20) day period.

6.5. <u>Right to Terminate</u>. At any time and for any reason or no reason, Ally Invest, in its sole discretion, may: (a) terminate your use of the Ally Invest API; or (b) terminate this Agreement by giving notice to you. Your right to use the Ally Invest API terminates immediately and automatically if: (i) you violate any of the terms of the Agreement; (ii) Ally Invest sends a written notice of termination to you; or (iii) Ally Invest disables your access to the Ally Invest API. You may terminate this Agreement at any time by giving us ten (10) days written notice.

6.6. <u>Effect of Termination</u>. Upon the expiration or termination of this Agreement, all rights and licenses granted to API User hereunder shall immediately terminate. You agree to promptly remove the Ally Invest API from your website and cease all further use of the Ally Invest API and any Ally Invest trademarks. You will also destroy and remove from all computers, hard drives, networks and other storage media all copies of the Ally Invest API or any other Ally Invest Property or Ally Invest Confidential Information; and you will promptly certify in writing to Ally Invest that such actions have been taken. Expiration or termination of this Agreement shall not act as a waiver of any breach of this Agreement and shall not act as a release of API User's liability for breach of its obligations under this Agreement. Ally Invest shall not be liable to API User for damages of any kind solely as a result of terminating this Agreement in accordance with its terms.

6.7. <u>Survival of Certain Terms</u>. The provisions of Sections 1.2, 3.2, 4.3, 4.9, 5, 6.6, 6.7, 7, 8, 9, 10, and 12 shall survive the termination of this Agreement for any reason. All other rights and obligations of the parties shall cease upon termination or expiration of this Agreement, except that Ally Invest's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve API User of breaches occurring prior to the effective date of such termination.

7. **Limitations on Liability**

7.1. <u>No Consequential Damages</u>. ALLY INVEST AND ITS OWNERS, SUBSIDIARIES, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, WHETHER AN ACTION BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ALLY INVEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ALLY INVEST'S LIABILITY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND, TO THE EXTENT PERMITTED BY LAW, STRICT LIABILITY) OR OTHERWISE, EXCEED ONE HUNDRED DOLLARS ($100.00).

7.2. <u>Additional Limitations</u>. Without limiting any provisions in this Agreement, Ally Invest shall have no obligations, responsibilities and/or liabilities if any nonconformance or failure of, or error in, the Ally Invest API is caused by: (a) use of any attachment, feature, hardware, software or device in connection with the Ally Invest API; (b) transportation, neglect or misuse of the Ally Invest API or any use of the Ally Invest API that is not in accordance with this Agreement; (c) alteration, modification, or enhancement of the Ally Invest API, or (d) failure to provide a suitable installation or use environment for all or any part of the Ally Invest API. THE ALLY INVEST API AND ALL ALLY INVEST SERVICES HEREUNDER ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO ACCURACY, INTEGRITY, COMPLETENESS OR TIMELINESS, OR FOR INFORMATION, DATA, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE ALLY INVEST API AND ALLY INVEST PRODUCTS AND SERVICES, OR BASED ON A RELIANCE ON BUSINESS LOGIC, INCLUDING WITHOUT LIMITATION: (A) ANY WARRANTIES CONCERNING THE USEFULNESS, CONTENT, PRODUCTS, TESTING OR COMPATIBILITY OF ANY INFORMATION, DATA, SERVICES OR PRODUCTS PROVIDED HEREUNDER; AND (B) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR COMMUNICATION LINE FAILURE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS

BEHAVIOR, OR UNDER ANY OTHER CAUSE OF ACTION ARISING FROM THE TRADEKING API OR ANY TRADEKING PRODUCTS OR SERVICES. ALLY INVEST SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO API USER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN, EVEN IF ALLY INVEST IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

7.3. <u>Termination</u>. In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of Ally Invest or API User. Termination shall not, however, relieve either party of obligations incurred prior to the termination.

7.4. <u>Content Disclaimer</u>. Ally Invest and its content providers disclaim all warranties or conditions, express or implied, including, but not limited to, (a) absence of viruses and damaging or disabling code, (b) any warranties or representations that (i) the Ally Invest API or any portion of it will be error-free or that access thereto will be uninterrupted, (ii) the Ally Invest API or any portion of it is compatible with any particular computer software or platform, or (iii) errors or defects in the Ally Invest API will be correctable or corrected; and (c) the implied warranties or conditions of merchantability, fitness for a particular purpose, accuracy of informational content or any implied warranties arising from course of dealing or course of performance.

8. **Indemnity**

8.1. <u>API User</u>. API User shall be solely responsible for, and shall indemnify and hold Ally Invest free and harmless from, any and all third-party claims, damages or lawsuits (including Ally Invest's reasonable attorneys' fees and expenses) (collectively, "**Damages**") arising out of (a) you or your employees' or agents' acts or omissions, including your or their breach or alleged breach of this Agreement; (b) any claim against Ally Invest for tangible property damage directly attributable to the conduct or negligence of API User or its agents, representatives or contractors; (c) the use, operation or combination of the Ally Invest API with non-Ally Invest API(s), data, equipment or documentation if liability would have been avoided but for such use, operation, or combination; (d) use of other than the then-current, unaltered version of the Ally Invest API (e) API User's activities after Ally Invest has notified API User that Ally Invest believes such activities may result in infringement; (f) API User's modifications to or markings on the Ally Invest API; (g) the use of any third-party API(s), software, tools, technology or Third-Party Websites & Ads; and (h) the use of any of API User's materials without Ally Invest's prior approval.

8.2. <u>Ally Invest</u>. ALLY INVEST SHALL HAVE NO LIABILITY WHATSOEVER TO API USER FOR ANY LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES) ARISING OUT OF OR RELATED TO ANY ALLEGATION OR DETERMINATION THAT API USER'S USE OF THE ALLY INVEST API AS PERMITTED UNDER THIS AGREEMENT INFRINGES OR CONSTITUTES WRONGFUL USE OF ANY PROPRIETARY RIGHT.

9. **Proprietary Rights**

9.1. <u>Proprietary Rights</u>. This Agreement is not a sale of the Ally Invest API, nor is it a transfer of any intellectual or proprietary rights in the Ally Invest API. API User acknowledges and agrees that API User does not acquire any right, title, or interest in or to Ally Invest API by virtue of this Agreement. API User further acknowledges and agrees that Ally Invest shall at all times retain its ownership rights in Ally Invest Service(s), the Ally Invest API and Ally Invest Property and all related intellectual property rights, as well as all subsequent copies, improvements, modifications and updates of the Ally Invest API, regardless of the form or media in or on which the original and other copies may subsequently exist or of the party making such improvements, modifications or updates.

9.2. <u>Improvements</u>. API User also acknowledges that Ally Invest may continue to make changes to and enhance the Ally Invest API and that those changes and enhancements will be owned by Ally Invest. The licenses granted to the Ally Invest API are specifically set forth in this Agreement, and no licenses are granted by Ally Invest to API User by implication. API User hereby assigns and transfers to Ally Invest all of API User's right, title and interest in and to any modifications or derivative works of the Ally Invest API created by or for API User, regardless whether created in accordance with the terms of this Agreement; such assignment being effective upon creation of such works, and shall include, without limitation, all rights under any intellectual property laws, including copyright. API User shall not take any action to jeopardize, encumber, limit or interfere in any manner with Ally Invest's ownership of and rights with respect to the Ally Invest API, or any derivative works or updates thereof or thereto. The Ally Invest API is protected by copyright registration. Any components, parts, or mechanics of any system or API program derived from the Ally Invest API, Ally Invest Service(s) or Ally Invest business practices shall belong solely to Trade Ally Invest King. No work performed by Ally Invest or its agents hereunder shall be

deemed "work for hire," as defined by 17 U.S.C. § 101. Further, API User will not, at any time, contest or assist any other Person in contesting the rights of Ally Invest in the Ally Invest API or Ally Invest Property or any other intellectual property provided in this Agreement.

9.3. <u>No Right to Manufacture or Copy</u>. The Ally Invest API does not in any manner convey any license, expressly or by implication, to manufacture, duplicate or otherwise copy or reproduce the Ally Invest API. API User shall take appropriate steps with its Users, as Ally Invest may request, to inform them of and assure compliance with the restrictions contained in this section.

10. Confidentiality

10.1. <u>Confidential Information</u>. The parties acknowledge that, in the course of dealing under this Agreement, they may obtain confidential information relating to the other party and its parent, subsidiaries, affiliates or agents or other third parties ("**Confidential Information**"). Such Confidential Information shall belong solely to the party disclosing it ("**Disclosing Party**") or licensors to the other party ("**Receiving Party**") and shall include, without limitation, Ally Invest API (including any and all derivative works and updates), the existence of and terms of this Agreement (including all payment amounts), and all trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, formulas, schematics, testing procedures, API design and architecture, computer code, internal documentation, design and functional specifications, product requirements, problem reports, performance information, documents, and other technical, business, product, marketing, third-party customers and financial information, plans and data.

10.2. <u>Use and Disclosure Restrictions</u>. The parties hereby acknowledge and agree that Confidential Information constitutes and contains valuable proprietary information and trade secrets of the Disclosing Party, and embodies substantial creative efforts and confidential information, ideas, and expressions. Accordingly, each Receiving Party agrees: (a) to protect Confidential Information from unauthorized dissemination and use; (b) to use Confidential Information only for the performance of its obligations and in connection with the exercise of its rights hereunder; (c) to limit the use of and access to the Confidential Information to such employees who have a need to know the Confidential Information and have signed legally binding non-disclosure agreements containing provisions similar to this Agreement; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the disclosing Party, any Confidential Information or any part or parts thereof; (e) to undertake whatever action is necessary to prevent or remedy (or authorize the Disclosing Party to do so in the Receiving Party's name) any breach of the confidentiality obligations set forth herein; (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Ally Invest API, or on any other Confidential Information provided by a Disclosing Party to a Receiving Party; (g) not to develop any other materials, products, or services containing any non-public concepts or ideas contained in Confidential Information from a Disclosing Party; and (h) promptly to notify the Disclosing Party in writing of any unauthorized disclosure and/or use of any Confidential Information.

10.3. <u>Exceptions</u>. For purposes of this Agreement, Confidential Information shall not include, and the obligations provided hereunder shall not apply to, information that: (a) is now or subsequently becomes generally available to the public through no fault of the Receiving Party; (b) the Receiving Party can demonstrate that such information was rightfully in its possession prior to disclosure by the Disclosing Party; (c) the Receiving Party rightfully obtained or obtains from a third party who has the right, without obligation to the Disclosing Party, to transfer or disclose such information; or (d) is released or approved for release by the Disclosing Party without restriction.

10.4. <u>Disclosure by Request from Authority</u>. If a Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall immediately notify the Disclosing Party in writing so that the Disclosing Party may, at its option, seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Disclosing Party elects to seek a protective order or other appropriate remedy, the Receiving Party shall cooperate with, and not object to, any such actions. If a protective order or other remedy is not obtained or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party shall furnish only that portion of the Confidential Information which it reasonably believes is legally required to be disclosed. The Receiving Party shall promptly notify the Disclosing Party in writing of any request or demand by any third party, including a court or administrative body, for any Confidential Information, unless instructed not to do so or prohibited from doing so by a legal or regulatory requirement or authority.

10.5. <u>Customer Information</u>. As between Ally Invest and API User, Customer Information is and will remain the sole and exclusive property of Ally Invest and shall be treated by API User as Confidential Information of Ally Invest. "**Customer Information**" means all data and information provided to API User or Ally Invest by, and pertaining to or identifiable to, any Ally Invest customer, prospect or user of any Ally Invest Service (as defined below) including without limitation: (a)

name, address, email address, password, personal financial information, personal preferences, demographic data, marketing data, data about securities transactions, credit data, or any other identification data; (b) any information that reflects customers', prospects' or users' interactions with any Ally Invest Service, including but not limited to, information concerning computer search paths, any profiles created or general usage data; or (c) any data otherwise submitted by customers, prospects, or users in the process of registering for or using any Ally Invest Service. API User shall use all reasonable efforts to maintain the confidentiality and security of all user information, including but not limited to Customer Information, input or accessed by the User Trading System, the User Platform or any other API User software or service, which efforts shall not be less protective than those required under the Graham-Leach-Bliley Act of 1999, 15 U.S.C. 6801 et. seq. API User shall not share, aggregate or store information about user accounts, transactions or communications. Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Agreement, during the term of this Agreement and thereafter in perpetuity, API User will not gather, store, or use any such Customer Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any such Customer Information to any third party, except as expressly provided in this Agreement or as API User may be expressly directed in advance in writing by Ally Invest. API User will not retain any Customer Information for any period longer than necessary for API User to fulfill its obligations under this Agreement. As soon as API User no longer needs to retain such Customer Information in order to perform its duties under this Agreement, API User will promptly return or destroy all originals and copies of such Customer Information. The foregoing restriction will not apply to information that an Ally Invest Customer independently submitted to, and authorized, API User for use outside of the Ally Invest Service, even if such information is duplicative of Customer Information of Ally Invest.

11. **API User Representations**

   11.1. <u>Representations and Warranties</u>. You hereby represent and warrant to Ally Invest that:
      (a) you are either a legal resident or corporation in the Territory, validly existing and in good standing under the laws of the Territory;
      (b) you have full authority and corporate power to enter into this Agreement and to perform your obligations;
      (c) if you conduct activities that require you to register as an investment adviser or broker-dealer under the United States federal securities laws, you and/or your clients will not use the Ally Invest order entry API ("**User Trading System**");
      (d) there is no existing or threatened litigation or other proceeding against you that is reasonably likely to have a material adverse impact upon the performance of your obligations hereunder;
      (e) your legal ability to enter into this Agreement is not and will not be prohibited by any contract, agreement or other arrangement currently in force, and entering into this Agreement and performing your obligations hereunder will not result in a breach of any existing agreement, covenant or contract;
      (f) the obligations hereunder are enforceable against you in accordance with their respective terms, except to the extent that the enforcement thereof may be limited by bankruptcy, or similar laws affecting the enforcement of creditors' rights generally and subject also to the availability of equitable remedies; and
      (g) you will provide copies to Ally Invest of all disclosures and disclaimers used in your customer agreements and/or its web site(s) and within the User Platform accessible to its customers that address its customers use of the User Platform or any use of the User Trading System to send to, or receive from, Ally Invest any Transaction Requests, Data or customer information. API User may modify such disclosures and disclaimers in its sole discretion at any time, but must provide Ally Invest with copies of all changes upon doing so. During the term of this Agreement and thereafter in perpetuity, API User will not promote any third party and/or any Ally Invest competitor, in existence now or in the future, to any current or previous Ally Invest Customer.

   11.2. <u>API User Services</u>. Any online services produced by API User, through the API User Site and any associated or affiliated sites, API User Services or otherwise, are the full and sole responsibility of API User.

12. **General Provisions**

   12.1. <u>Changes</u>. Ally Invest reserves the right to modify or revise the Agreement at any time, and will provide you email notice of any material changes in terms. Your continued use of the Ally Invest API after the effective date of any such changes will constitute your acceptance of an agreement to such changes. IF YOU DO NOT WISH TO BE BOUND TO ANY NEW TERMS, YOU MUST TERMINATE THE AGREEMENT BY IMMEDIATELY CEASING USE OF THE ALLY INVEST API.

   12.2. <u>Miscellaneous</u>. The Agreement encompasses the entire agreement between you and Ally Invest regarding the subject matter discussed therein. Each party shall be responsible for its own costs and expenses incurred by such party in performing its obligations hereunder. The Agreement, and any disputes arising from or relating to the interpretation thereof, will be governed by and construed under the laws of the State of New York without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of New York. The

failure of Ally Invest to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be replaced with terms that most closely match the intent of the provision that is not enforceable to the minimum extent necessary so that the remaining Agreement will otherwise remain in full force and effect and enforceable. The Agreement is not assignable, transferable or sublicensable, in whole or in part, by you except with Ally Invest's prior written consent. Ally Invest may assign the Agreement, in whole or in part, at any time with or without notice to you. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

12.3. <u>Notice</u>. We may give notice to you by email, a posting on the Ally Invest Site, or other reasonable means. You must give notice to us in writing to: Ally Invest, Attn.: Compliance Department, 888 E. Las Olas Blvd., Suite 300, Fort Lauderdale, FL 33301, mailed postage prepaid by certified or registered mail, return receipt requested.

12.4. <u>Attorney's Fees</u>. If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing Party in any final judgment or arbitration award, or the non-dismissing Party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and attorneys' fees.

12.5. <u>Independent Contractors</u>. The parties shall act as independent contractors in the performance of this Agreement, and nothing contained herein shall be construed to (a) give either you or us the power to direct and control the day-to-day activities of the other; (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (c) allow API User to create or assume any obligation on behalf of Ally Invest for any purpose whatsoever. All financial obligations associated with API User's business are the sole responsibility of API User, including, but not limited to all applicable federal, state and local income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for API User's protection in connection with work performed under this Agreement; it being understood and agreed that no such taxes or fees shall be withheld or paid by Ally Invest on behalf of API User. As API User is an independent contractor, no workers' compensation insurance shall be obtained by Ally Invest covering API User or employees, agents or representatives of API User. All sales and other agreements between API User and its Users are API User's exclusive responsibility and shall have no effect on API User's obligations under this Agreement. Neither party is authorized and neither party or its employees, agents or representatives shall at any time attempt to act on behalf of the other party to bind the other party in any manner whatsoever to any obligations. Neither party nor their employees, agents or representatives shall engage in any acts that may lead any Person to believe that such party is an employee, agent or representative of the other party, its parent corporation, subsidiaries or affiliates. Ally Invest shall not be deemed to have a fiduciary relationship with any of API User's customers.

13. **Definitions**. For purposes of this Agreement, the following terms shall have the following meanings:

13.1. "**Ally Invest API**" means the Ally Invest proprietary application programming interface created and maintained by Ally Invest that allows API User to interface its User Trading System to Ally Invest and to communicate Transaction Request Data and to retrieve account, client and market information, including account transaction history from its User Trading System to the Ally Invest Service(s) based on certain variables defined in the Ally Invest API.

13.2. "**Ally Invest Property**" means the source code, object code, programming standards and methods, graphic format and design, special routines and techniques, system architecture, network infrastructure, file layouts, message layouts, technical documentation, operations manuals, processes and procedures underlying Ally Invest's trading platform, back-end systems and networks. Included in the Ally Invest Property is Ally Invest's methodology including trade secrets, marks, trademarks, patents, logos, unique content, methods, calculations, formats, user interfaces and special algorithms.

13.3. "**Ally Invest Service**" means any service, including without limitation financial or brokerage services that Ally Invest makes available to its customers, prospects, and users through the Ally Invest website, other web sites, desktops, email, wireless devices, or from any other communications channel, now in existence or existing in the future, developed, owned, licensed, operated, hosted, or otherwise controlled by Ally Invest or any Ally Invest affiliate.

13.4. "**Ally Invest Site**" means any website or URL controlled, owned or operated by Ally Invest.

13.5. "**Documentation**" means Ally Invest standard documentation, in any medium, which is delivered to API User under this Agreement, including any manuals, specifications, instructions, forms, and complete or partial copies of the foregoing.

13.6. "**Person**" means any individual or a corporation, partnership, limited liability company, joint venture, trust or any other entity or organization.

13.7. "**Territory**" means the United States of America.

13.8. "**Transaction Request**" shall mean any communicated request by a User (defined below) to purchase or sell a Security placed through the User Platform, without regard to, among other things, the manner in which Ally Invest may seek to execute a Transaction Request, or the number of partial executions effected with respect to such Transaction Request.

13.9. "**Transaction Request Data**" means (i) data related to the entry, status or execution of a Transaction Request, including action (buy or sell), symbol, price, quantity, order-type, stop price (if applicable), time in force, whether the order is "all or none", and whether to cancel pending (unfilled) orders; (ii) information required by the Ally Invest API; and (iii) such additional order data as the parties may agree from time to time.

13.10. "**User**" shall mean a User Trading System client and/or any person or entity that maintains an account (or accounts) with Ally Invest.

13.11. "**User Platform**" means a portion of the User Trading System configured to integrate the Ally Invest API and/or to communicate with the Ally Invest Service(s) or Ally Invest Site(s). All past, present and future versions (including any and all updates, new versions with additional features etc.) of the User Platform, as developed during the term of this Agreement, shall fall under the term User Platform.

13.12. "**User Trading System**" means the online trade order entry system that provides Ally Invest customers the ability to submit order requests for securities (as defined by Section 3(a)(10) of the Exchange Act), to verify and determine the status of open requests, to cancel and modify open requests, to request transaction and any other securities account information, and to request Ally Invest's trader network data.

IN WITNESS WHEREOF, the API User has executed this API License as of the date set forth below.

Signature: _____

Printed Name: _____

Date: _____

Account #: _____