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- c. **No Recommendations.** To the extent the Licensee Products or API Licensees express opinions or make recommendations, I understand that such opinions and recommendations are expressed solely by API Licensees and are not the opinions or recommendations of Galaxie. The existence of the API Products and Bamboo's consent to any connectivity between any Licensee Products and Bamboo's technology, the App, the Website, or trading platform(s) does not constitute: (i) any recommendation by Galaxie to invest in any security or utilize any investment strategy; or (ii) any representation, warranty, or other guarantee by Galaxie as to the present or future value or suitability of any sale, trade, or other transaction involving any particular security or any other investments. The existence of any and all information, tools and services provided by API Licensees or by the Licensee Products shall not constitute Bamboo's endorsement of API Licensees or the Licensee Products.
- d. **Data Provided by Galaxie to API.** From time to time, and subject to then-in-effect agreements between Galaxie and API Licensees, Galaxie may, in its own discretion, make market data feeds received from third parties available via the API Products. Galaxie does not make any guarantees in regard to such market data feeds. Furthermore, API Licensees or Licensee Products may make available to Me market data feeds independent of Galaxie. I am aware that from time to time that there may be discrepancy between the market data presented on the App or Website and information provided by any API Products due to a variety of reasons, including the time to update and transmit such data to a mobile application or website and latency caused by such API Product's or My local environment (such as computer set up, connection speed, etc.). Galaxie is not responsible for the accuracy of any market data displayed on any API Products or otherwise made available by API Licensees.
- e. **Risks; No Liability.** I acknowledge that there may be latency between the time an order (or other Personal Information) is submitted from the API Products and the time such order or Personal Information is received by Galaxie. Latency may also affect order modification and order cancellation requests. The time an order or a request is actually received by Galaxie (including for execution) will be the official time, including for the purposes of routing the order to the market for execution. In addition, all orders submitted to Galaxie are subject to order vetting by Galaxie. Orders created and submitted through any API Products are not vetted until they are received by Galaxie. It is possible that Galaxie may reject an order placed through

any API Products. Galaxie cannot guarantee that any order will be accepted when such order is routed to the market for execution, and Galaxie cannot guarantee that notifications and Personal Information provided to Me by Galaxie will be successfully delivered to or displayed by any API Products.

Without limiting the generality of any other terms in this Agreement, I agree that:

(i) Galaxie or its Affiliates shall not be liable for any Losses as a result of any issues addressed in this Section 29 of this Agreement, nor shall Galaxie or its Affiliates be liable for any Losses realized for technical issues involving any API Products or API Licensee technology or product offerings (including system outages or downtime).

(ii) Galaxie or its Affiliates shall not be responsible for any investment research provided by any API Licensee or any Licensee Products.

(iii) Galaxie or its Affiliates makes no representations, warranties or other guarantees as to the accuracy, timeliness or efficacy of any market data, information, or other functionality made available by any API Licensee or any API Products.

f. **Intellectual Property.** My use of any API Products will not confer to Me any title, ownership interest or intellectual property rights that otherwise belongs to Galaxie or any of its affiliates. The API Package, including content, is protected under U.S. patent, copyright laws, international treaties or conventions, and other laws and will remain Bamboo's exclusive property, as applicable. Names, logos, and all related product and service names, design marks, and slogans displayed by or relating to Galaxie or any of its Affiliates or API Licensees in the context of the API Products shall remain the property of the respective owner, and use of such property by Galaxie or any API Licensee in marketing or provision of any API Products does not grant ownership of or entitle Me to use any such name or mark in any manner.

g. **User's Representations and Warranties.** I represent and warrant that:

(i) By virtue of utilizing any API Products, I consent to and accept any risk associated with Bamboo's sharing of Personal Information with any API Licensee and shall not hold Galaxie, its Affiliates, or their respective officers, directors, or employees responsible for any Losses resulting from the sharing of such Personal Information.

(ii) I agree that My use of any API Products or API Licensee's content, information, technology, or functionality is at My own risk.

(iii) I agree that Galaxie may revoke any API Licensee or API Products' authorization at any time, for any reason, with or without cause and without prior notice to Me.

30. **Electronic Signatures; Modifications to the Agreement.** I agree to transact business with Galaxie electronically. By electronically signing an application for an Account, I acknowledge and agree that such electronic signature is valid evidence of My consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Bamboo's services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to Me in writing. I accept notice by electronic means as reasonable and



proper notice, for the purpose of any and all laws, rules and regulations. I acknowledge and agree that Galaxie may modify this Agreement from time to time and I agree to consult the Website from time to time for the most up-to-date Agreement. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I agree to not contest the admissibility or enforceability of Bamboo's electronically stored copy of the Agreement.

31. **Margin Accounts**

a. **Election.** This numbered section applies to my account to the extent I elect and am approved for a margin account.

b. **Margin Trading.** I understand that margin trading involves interest charges and risks, including the potential to lose more than deposited or the need to deposit additional collateral in a falling market. Before using margin, customers must determine whether this type of trading strategy is right for them given their specific investment objectives, experience, risk tolerance, and financial situation. If I have elected to have a margin Account, I represent that I have read the Margin Disclosure Statement, Day Trading Risk Disclosure, and FINRA Investor Information. These disclosures contain information on Bamboo's lending policies, interest charges, and the risks associated with instant and margin accounts.

c. **Hypothecation.** Within the limitations imposed by applicable laws, rules and regulations, all securities now or hereafter held by Galaxie, or carried by Galaxie in any account for Me (either individually or jointly with others), or deposited to secure same, may from time to time, without any notice, be carried in your general loans and may be pledged, repledged, hypothecated or re-hypothecated, separately or in common with other securities for the sum due to you thereon or for a greater sum and without retaining in your possession or control for delivery a like amount of similar securities. The IRS requires Broker-Dealers to treat dividend payments on loaned securities positions as payments received in lieu of dividends for 1099 tax reporting purposes. Taxation of substitute dividend payments may be greater than ordinary on qualified dividends. It is understood, however, that you agree to deliver to Me upon demand and upon of the full amount due thereon, all securities in such accounts, but without obligation to deliver the same certificates or securities deposited by Me originally. Any securities in My margin or short account may be borrowed by you, or lent to others.

d. **Interest.** Debit balances in all My Accounts shall be charged with interest in accordance with your established custom, as disclosed to Me in the Customer Information Brochure pursuant to the provisions of the Securities Exchange Act.

e. **Margin.** I agree to maintain in all accounts with Galaxie such positions and margins as required by all applicable statutes, rules, regulations, procedures and custom, or as you deem necessary or advisable. I agree to promptly satisfy all margin and maintenance calls.

g. **Sales.** I agree to specifically designate any order to sell a security, which I do not own as a short sale, and understands that Galaxie will mark such order as a short sale. I agree that any order which is not specifically designated as a short sale is a sale of securities owned by me,

and that I will deliver the securities on or before settlement date, if not already in the account. If I should fail to make such delivery in the time required, Galaxie is authorized to borrow such securities as necessary to make delivery for the sale, and I agree to be responsible for any loss you may thereby sustain, or which you may sustain as a result of your inability to borrow such securities.

32. **Consent to Electronic Delivery of Documents**

- a. **Consent.** By agreeing to electronic delivery, I am giving My informed consent to electronic delivery of all Account Documents, as defined below, other than those I have specifically requested to be delivered in paper form. “Account Documents” include notices, disclosures, current and future account statements, regulatory communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, tax-related documents, and any other information, documents, data, and records regarding My Account, this Agreement (including amendments to this Agreement), and the services delivered or provided to Me by Galaxie, the issuers of the securities or other property in which I invest, and any other parties. I agree that I can access, view, download, save, and print any Account Documents I receive via electronic delivery for My records.
- b. **Electronic Delivery System.** I acknowledge that Bamboo’s primary methods of communication with Me include (A) posting information on the Website, (B) providing information via the App, (C) sending email(s) to My email address of record, and, to the extent required by law, (D) providing Me with notice(s) that will direct Me to the App or the Website where I can read and print such information. Unless otherwise required by law, Galaxie reserves the right to post Account Documents on the Website without providing notice to Me. Further, Galaxie reserves the right to send Account Documents to My postal or email address of record, or via the App or Website. I agree that all Account Documents provided to Me in any of the foregoing manner is considered delivered to Me personally when sent or posted by Galaxie, whether I receive it or not.

All e-mail notifications regarding Account Documents will be sent to My e-mail address of record. I agree to maintain the e-mail address that I have provided Galaxie until I provide Galaxie with a new one. I understand that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. I further understand that it is My sole responsibility to ensure that any emails from Galaxie or its Affiliates are not marked as SPAM. Regardless of whether or not I receive an e-mail notification, I agree to check the Website regularly to avoid missing any information, including time-sensitive or otherwise important communication. If I authorize someone else to access the e-mail account I have provided Galaxie, I agree to tell them to share the Account Documents with Me promptly, and I accept the risk that they will see My sensitive information. I understand that if I use a work e-mail address or computing or communications device, My employer or other employees may have access to the Account Documents.

Additionally, I acknowledge that the Internet is not a secure network and agree that I will not send any confidential information, including Account numbers or passwords, in any unencrypted e-mails. I also understand that communications transmitted over

the Internet may be accessed by unauthorized or unintended third parties and agree to hold Galaxie, its Affiliates, and Galaxie and its Affiliates' respective officers and employees harmless for any such access regardless of the cause.

I agree to promptly and carefully review all Account Documents when they are delivered and notify Galaxie in writing within five (5) calendar days of delivery if I object to the information provided (or other such time specified herein). If I fail to object in writing within such time, Galaxie is entitled to treat such information as accurate and conclusive. I will contact Galaxie to report any problems with accessing the Account Documents.

- c. **Costs.** Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and I agree to bear these costs. Galaxie will not charge Me additional online access fees for receiving electronic delivery of Account Documents.
- d. **Archival.** Upon My request, I may obtain copies of up to six (6) prior years of account statements, and three (3) prior years of trade confirmations.
- e. **Revocation of Consent.** Subject to the terms of this Agreement, I may revoke or restrict My consent to electronic delivery of Account Documents at any time by notifying Galaxie in writing of My intention to do so. I also understand that I have the right to request paper delivery of any Account Document that the law requires Galaxie to provide Me in paper form. Galaxie will not treat My request for paper copies as a withdrawal of My consent to electronic delivery of Account Documents. I understand that if I revoke or restrict My consent to electronic delivery of Account Documents or request paper delivery of same, Galaxie, in its sole discretion, may charge Me a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to Me electronically, restrict or close My account, or terminate My access to Bamboo's services. I understand that neither My revocation or restriction of consent, My request for paper delivery, nor Bamboo's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while My consent was in effect.
- f. **Duration of Consent.** My consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either I or Galaxie revokes it. I understand that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and that I may receive electronic notifications until such consent is processed.
- g. **Hardware and Software Requirements.** I understand that in order to receive electronic deliveries, I must have access to a computer or Mobile Device with Internet access, a valid e-mail address, and the ability to download such applications as Galaxie may specify and to which I have access. I also understand that if I wish to download, print, or save any information I wish to retain, I must have access to a printer or other device in order to do so.

- h. **Consent and Representations.** I hereby agree that I have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, I hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. I will maintain a valid e-mail address and continue to have access to the Internet. If My e-mail address changes, I agree to immediately notify Galaxie of My new e-mail address in writing.

**33. Miscellaneous Provisions. The following provisions shall also govern this Agreement:**

- a. **Interpretation.** The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The word “or,” when used in this Agreement, has the inclusive meaning represented by the phrase “and/or.” Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms “hereof,” “herein,” “hereunder” and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder.
- b. **Binding Effect; Assignment.** This Agreement shall bind My heirs, assigns, executors, successors, conservators and administrators. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Bamboo’s prior written consent. Galaxie may assign, sell, or transfer My Account and this Agreement, or any portion thereof, at any time, without My prior consent.
- c. **Severability.** If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.
- d. **Website Postings.** I agree and understand that Galaxie may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to My use of the App, the Website, or My Account on the Website (“**Website Postings**”). I understand that it is My continuing obligation to understand the terms of the Website Postings, and I agree to be bound by the Web Postings as are in effect at the time of My use.
- e. **Entirety of Agreement.** This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings), and the terms and conditions contained in My Account statements and confirmations, contain

the entire agreement between Galaxie and Me and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Galaxie and Me, provided, however, that any and all other agreements between Galaxie and Me, not inconsistent with this Agreement, will remain in full force and effect.

- f. **Amendment.** Galaxie may at any time amend this Agreement without prior notice to Me. The current version of the Agreement will be posted on the Website and My continued Account activity after such amendment constitutes My agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether I have actually reviewed them. Continued use of the App, the Website or any other Galaxie services after such posting will constitute My acknowledgment and acceptance of such amendment. I agree to regularly consult the Website for up-to-date information about Galaxie services and any modifications to this Agreement. Galaxie is not bound by any verbal statements that seek to amend the Agreement.
- g. **Termination.** Galaxie may terminate this Agreement, or close, deactivate, or block access to My Account at any time in its sole discretion. I will remain liable to Galaxie for all obligations incurred in My Account, pursuant to this Agreement, or otherwise, whether arising before or after termination. I may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of My Account.
- h. **No Waiver; Cumulative Nature of Rights and Remedies.** I understand that Bamboo's failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on Bamboo's part to exercise any power or right given to Galaxie in this Agreement, or a continued course of such conduct on Bamboo's part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to Galaxie in this Agreement are cumulative and not exclusive of any other rights or remedies to which Galaxie is entitled.
- i. **International Customers.** The products and services described on the Website are offered only in jurisdictions where they may be legally offered. Neither the Website nor the App shall be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal. I understand that Galaxie, in its sole discretion, may accept unsolicited accounts from non-Nigerian residents, depending on the country of residence and other factors. I understand that Galaxie is based in the United States and that Galaxie accepts only U.S. currency in Bamboo's customer accounts.
- j. **Governing Law.** This Agreement and all transactions made in My Account shall be governed by the laws of the State of New York (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

**ACCEPTED AND AGREED:** I acknowledge that I have read the preceding terms and conditions of this Agreement, that I understand them and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions by accepting this agreement. **I ALSO UNDERSTAND THAT BY ACCEPTING THIS AGREEMENT I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 28 HEREIN. I ALSO AGREE (1) THAT ANY OF MY MARGIN ACCOUNT SECURITIES MAY BE BORROWED BY Galaxie OR LOANED TO OTHERS; (2) I HAVE RECEIVED OF A COPY OF THIS AGREEMENT; AND (3) I HAVE REVIEWED A COPY OF THE MARGIN DISCLOSURE STATEMENT.**