

**BAMBOO SYSTEMS TECHNOLOGY LIMITED**  
**CUSTOMER AGREEMENT**

In consideration of Bamboo Systems Technology Limited, maintaining an address at Nathan Terrace, Plot 1, Block 22, Babatunde Anjous, Lekki Phase 1, Lagos, Nigeria and its agents and assigns and Lambeth Capital Limited and its agents, assignee, successor or replacement (“**Nigerian Broker**”), maintaining an address at 8 Alhaji Kanike Close, SW Ikoyi, Lagos, Nigeria (as context requires for regulatory purposes, Lambeth and Bamboo shall be individually and collectively referred to as “**Bamboo**”) opening one or more accounts on my behalf (“**My Account(s)**” or the “**Account(s)**”) for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds, with and through Lambeth and which transactions are cleared through DriveWealth LLC or its agents, assignee, successor or replacement (“**U.S. Broker**”), I represent and agree with respect to all Accounts, whether margin or cash, to the terms set forth below (the “**Agreement**”). When used in this Agreement, the words “**I**”, “**Me**”, “**My**”, “**We**”, or “**Us**” mean the owner(s) of the Account. For the avoidance of doubt, in the case of a joint account, the words “**I**”, “**Me**”, “**My**”, “**We**” or “**Us**” means each of the owners of the joint Account.

**I UNDERSTAND THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF MY RELATIONSHIP WITH BAMBOO REGARDING MY ACCOUNTS. I WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE I CLICK “SUBMIT APPLICATION” OR OTHER SIMILARLY WORDED BUTTON. IF I HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, I WILL EMAIL [TEAM@INVESTBAMBOO.COM](mailto:TEAM@INVESTBAMBOO.COM).**

**I UNDERSTAND THAT CLICKING “SUBMIT APPLICATION” IS THE LEGAL EQUIVALENT OF MY MANUALLY SIGNING THIS AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. BY ENTERING INTO THIS AGREEMENT, I ACKNOWLEDGE RECEIPT OF THE BAMBOO TERMS AND CONDITIONS AND PRIVACY POLICY. I UNDERSTAND THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY BAMBOO, WITH REVISED TERMS POSTED ON THE BAMBOO WEBSITE.**

**I AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. I UNDERSTAND THAT BY CONTINUING TO MAINTAIN MY SECURITIES BROKERAGE ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, I AM ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF I REQUEST OTHER SERVICES PROVIDED BY BAMBOO THAT REQUIRE ME TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT.**

**I ALSO UNDERSTAND THAT BY CLICKING “SUBMIT APPLICATION” I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 28 HEREIN.**

1. **Capacity and Status.** If an individual, I am of legal age under the laws of the state where I reside and authorized to enter into this Agreement. If an entity, I am duly formed, validly existing and in good standing in My state of organization, have full power and authority to enter and perform this Agreement, and the persons signing the account application are fully authorized to act on My behalf. No person, except Myself (or any person named in a separate agreement or joint account), has any interest in the Account opened pursuant to this Agreement. I acknowledge that unless Bamboo receives written objection from Me, Bamboo may provide My name, address, and securities positions to requesting companies in which I hold securities. Except as otherwise disclosed to Bamboo in writing, neither I nor any member of My immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. I understand and agree that I am obligated to promptly notify Bamboo in writing if I or a member of My immediate family becomes registered or employed in any of the above-described capacities. Except as otherwise disclosed to Bamboo in writing, I am not a Professional (as defined below). I further agree to promptly notify Bamboo in writing if I am now or if I become a Professional or an officer, director or 10% stockholder of any publicly traded company.
2. **Market Data.** Bamboo may choose to make certain market data available to Me pursuant to the terms and conditions set forth in this Agreement. By executing this Agreement, I agree to comply with those terms and conditions.

- a. **Definitions**

- i. **“Market Data”** means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange (“**NYSE**”), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an “**Authorizing SRO**”) may make available and as the NYSE may from time to time designate as “Market Data”; and (c) all information that derives from any such information.
- ii. **“Nonprofessional”** means any natural person who receives market data solely for his/her personal, non- business use and who is not a “**Professional**.” A “Professional” includes an individual who, if working in the United States, is: (i) registered or qualified with the Securities and Exchange Commission (the “**SEC**”), the Commodity Futures Trading Commission (the “**CFTC**”), any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) engaged as an “**investment advisor**” as that term is defined in Section 202 (a) (11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act), or (iii) employed by a bank or other organization exempt from registration under federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were

to perform such functions for an organization not so exempt. A person who works outside of the United States will be considered a “Professional” if he or she performs the same functions as someone who would be considered a “Professional” in the United States.

b. **Provisions Applicable to All Users**

- i. **Proprietary Nature of Data.** I understand and acknowledge that each Authorizing SRO and Other Data Disseminator (as defined below) has a proprietary interest in the Market Data that originates on or derives from it or its market(s). I agree not to reproduce, distribute, sell or commercially exploit the Market Data in any manner.
- ii. **Enforcement.** I understand and acknowledge that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Me or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates.
- iii. **Data Not Guaranteed.** I understand that neither Bamboo nor any Authorizing SRO, other entity whose information is made available over the Authorizing SROs' facilities (an “**Other Data Disseminator**”), or information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the “**Disseminating Parties**”) guarantees the timeliness, sequence, accuracy, completeness, reliability, or content of Market Data or of other market information or messages disseminated to or by any Disseminating Party. I understand that neither Bamboo nor any Disseminating Party guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. I understand that neither Bamboo nor any Disseminating Party warrants that the service provided by any such entity will be uninterrupted or error-free.

NEITHER BAMBOO, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, NOR ANY DISSEMINATING PARTY SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (I) ANY MARKET DATA, INFORMATION OR MESSAGE, OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR (B) ANY LOSS (AS DEFINED IN THIS AGREEMENT) OR DAMAGE ARISING FROM OR OCCASIONED BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (II) NON-PERFORMANCE OR (III) INTERRUPTION IN ANY SUCH MARKET DATA, INFORMATION, OR MESSAGE, WHETHER DUE TO ANY ACT OR OMISSION BY BAMBOO, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, OR ANY

DISSEMINATING PARTY, OR TO ANY “FORCE MAJEURE” (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF BAMBOO, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS AND EMPLOYEES, OR ANY DISSEMINATING PARTY.

- iv. **Permitted Use.** I shall not furnish Market Data to any other person or entity. If I receive Market Data other than as a Nonprofessional, I shall use Market Data only for My individual use.
  - v. **Dissemination, Discontinuance, or Modification.** I understand and acknowledge that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.
  - vi. **Duration; Survival.** This Section 2 of this Agreement remains in effect for so long as I have the ability to receive Market Data as contemplated by this Section 2. In addition, Sections 2(B)(1)-(3) and the first two sentences of Section 2(B)(7), survive any termination of this Agreement.
  - vii. **Miscellaneous.** The laws of the State of Delaware shall govern this Section 2 and it shall be interpreted in accordance with those laws. This Subsection is subject to the Securities Exchange Act of 1934, the rules promulgated under the act, and the joint-industry plans entered into pursuant to that act.
- c. **Provisions Applicable to Nonprofessionals**
- i. **Permitted Receipt.** I understand that I may not receive Market Data from Bamboo as a Nonprofessional, and Bamboo may not provide Market Data to Me as a Nonprofessional, unless Bamboo first properly determines that I qualify as a Nonprofessional as defined above and I, in fact, qualify as a Nonprofessional. I agree that, as a prerequisite to Bamboo qualifying Me as a Nonprofessional, I will provide to Bamboo truthful and accurate information about Me, such as: my occupation, employer, employment position and functions; my use of Market Data; my registration status with any securities agency, exchange, association, or regulatory body, or any commodities or future contract market, association, or regulatory body, whether in the United States or elsewhere; and any compensation of any kind I may receive from any individual or entity for my trading activities, asset management, or investment advice. Except as otherwise declared to Bamboo in writing, by executing this Agreement, I certify that I meet the definition of Nonprofessional as set forth in this Agreement.

- ii. **Permitted Use.** If I am a Nonprofessional, I agree to receive Market Data solely for my personal, non-business use.
- iii. **Notification.** I shall notify Bamboo promptly in writing of any change in my circumstances that may cause Me to cease to qualify as a Nonprofessional.

d. **Market Data Through U.S. Services**

- i. I understand that any content regarding market data, such as price quotes, may be delayed 20 minutes or longer, according to the rules and regulations applicable to exchanges and Third-Party Providers. Neither the Company nor Third-Party Providers makes any representations, warranties or other guarantees as to the accuracy or timelines of any price quotes. Neither the Company nor the Third-Party Providers make any representations, warranties or other guarantees as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investment. Content is provided exclusively for personal and noncommercial access and use. Nor part of the U.S. Services, Service or Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without the Company’s express written consent.

3. **NASDAQ OMX Information**

a. **Definitions**

- i. **“Information”** means certain market data and other data disseminated that has been collected, validated, processed, and recorded by any system NASDAQ OMX has developed for the creation or dissemination of Information or other sources made available for transmission to and receipt from either a distributor such as Bamboo or from NASDAQ OMX relating to: a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; b) activities of a NASDAQ OMX company; c) other information and data from a NASDAQ OMX company. “Information” also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.
- ii. **“NASDAQ OMX”** means The NASDAQ OMX Group, Inc., a Delaware limited liability company and its subsidiaries and Affiliates (collectively **“NASDAQ OMX”**).

- b. **Use of Data.** I understand that I may use the Information only for personal use and not for any business purpose. I may not sell, lease, furnish or otherwise permit or provide access to the Information to any other natural person or entity (**“Person”**) or to any other office or place. I will not engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal

purpose or violate any NASDAQ OMX or SEC Rule or any Flexible Spending Account (“FSA”) rule or other applicable law, rule or regulation. I may not present the Information rendered in any unfair, misleading or discriminatory format. I shall take reasonable security precautions to prevent any Person other than Myself from gaining access to the Information.

- c. **Proprietary Data.** I acknowledge and agree that NASDAQ OMX has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ OMX, and compilation or other rights to Information gathered from other sources. I further acknowledge and agree that NASDAQ OMX’s third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by Me or anyone who accesses the Information through Me, NASDAQ OMX or its third-party information providers shall have the right to obtain injunctive relief for its respective materials.
- d. **System.** I acknowledge that NASDAQ OMX, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Bamboo’s service. Changes or the failure to make timely changes by Me may sever or affect My access to or use of the Information. I understand that neither NASDAQ OMX nor Bamboo shall be responsible for such effects.
- e. **NASDAQ OMX Limitation of Liability.** Except as may otherwise be set forth herein, NASDAQ OMX shall not be liable to Me for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, lost profits, or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ OMX has been advised of the possibility of such damages. NASDAQ OMX shall not be liable to Me for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information. This Section shall not relieve NASDAQ OMX or Me from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. I agree that the terms of this Section reflect a reasonable allocation of risk and limitation of liability.
- f. **Disclaimer of Warranties.** NASDAQ OMX and its third-party information providers make no warranties of any kind with respect to the Information—express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.
- g. **Termination by NASDAQ OMX.** I acknowledge that NASDAQ OMX, when required to do so in fulfillment of statutory obligations, may by notice to Bamboo unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Bamboo will comply with any such notice and will terminate or limit the furnishing of the Information.

4. **Authorization.** I understand that My Account is self-directed. Accordingly, I appoint Bamboo as My agent for the purpose of carrying out My directions to Bamboo in accordance with the terms and conditions of this Agreement and any attendant risks with respect to the purchase or sale of securities. Bamboo is authorized to open or close My Account(s), place and withdraw orders and take such other steps as are reasonable to carry out My directions. All transactions will be effected only on My order or the order of My authorized delegate, except as described in Section 10. I understand Bamboo provides trading and brokerage services through the Bamboo website (the “**Website**”) and the Bamboo mobile application (the “**App**”). I agree to receive and transmit financial information through such electronic means. My use or My grant of access to My Account to any third party to access information or place transactions in My Account is solely at My risk.

5. **Customer Representations and Responsibilities**

a. **Self-directed Account.** I understand that My Account is self-directed, and so that I am solely responsible for any and all orders placed in My Account and that all orders entered by Me or on My behalf are unsolicited and based on My own investment decisions or the investment decision of My duly authorized representative or agent. Accordingly, I agree that neither Bamboo nor any of its employees, agents, principals, or representatives:

- i. provide investment advice in connection with this Account;
- ii. recommend any security, transaction or order;
- iii. solicit orders;
- iv. act as a market maker in any security;
- v. make discretionary trades; and
- vi. produce or provide first-party research providing specific investment strategies such as buy, sell or hold recommendations, first-party ratings and/or price targets. To the extent research materials or similar information are available through the App or the Website or the websites of any entity controlled by, controlling, or under common control with Bamboo (such entity, an “**Affiliate**”), I understand that these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any securities transactions or to engage in any investment strategies.

b. **Information Accuracy.** I: (i) certify that the information contained in this Agreement, the account application, and any other document that I furnish to Bamboo in connection with My Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing Bamboo to extend credit is a federal crime; (ii) authorize Bamboo to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to Bamboo as Bamboo may request; and (iv) agree that this Agreement, the account application and any other document I furnish in connection with My Account is Bamboo’s property, as the case may be. I shall promptly advise Bamboo of any changes to the information in such agreements and documents in

writing within ten (10) calendar days. I authorize Bamboo to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, Bamboo agrees to provide Me a copy of any report so obtained. Bamboo may retain this Agreement, the Account application, and all other such documents and their respective records at its sole discretion, whether or not credit is extended.

- c. **Risks.** I understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns.
- d. **Account Defaults.** I understand that My Account comes with many defaulted service instruction features and preferences. I further understand that I am not required to use these defaulted options or preferences and that once My Account is approved and opened I have the sole discretion to control and adjust such defaulted service preferences that relate to My account.
- e. **Knowledge of Account.** I understand that I am solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in My Account including mergers, reorganizations, stock splits, name changes or symbol changes, dividends, option symbols, and option deliverables. I further understand that certain securities may grant Me valuable rights that may expire unless I take specific action. These securities include bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. I am responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with My securities may be called, canceled, or modified. Bamboo may, but is not obligated to, notify Me of any upcoming expiration or redemption dates, or take any action on My behalf without My specific instructions except as required by law and the rules of regulatory authorities. I acknowledge that Bamboo may adjust My Account to correct any error. If My Account has an option position on the last trading day prior to expiration, which is one cent or more in the money, Bamboo will generally exercise the option, on My behalf. However, Bamboo reserves the right at its discretion to close any option position prior to the expiration date or any position resulting from the exercising/assignment after option expiration. I will be charged a commission for any such transaction. Bamboo is not obligated to take any of these actions and Bamboo is not liable for Losses should it not take them.

I understand that Broker-dealers providing services to me or my Account, such as U.S. Broker and Nigerian Broker, may act as a principal for its own account or as an agent for its customers in connection with the sale to me or a purchase by me of a security that is the subject of Content prepared by the Company. If it receives a mark-up or commission or acts as agent for another person I connection with any such transaction, Company may have a potential conflict of interest. I understand this potential conflict and acknowledge that I may choose to effect securities transactions at another broker-dealer.

- f. **Purchases.** All orders for the purchase of securities given for My Account will be authorized by Me and executed in reliance on My promise that an actual purchase is



intended. It is My obligation to pay for purchases immediately or on Bamboo's demand. I understand Demand may at any time, in its sole discretion and without prior notice to Me, prohibit or restrict My ability to trade securities. I further agree not to allow any person to trade for My Account unless a trading authorization for that person has been received and approved by Bamboo. Bamboo reserves the right to require full payment in cleared funds prior to the acceptance of any order. In the event that I fail to provide sufficient funds, Bamboo may, at its option and without notice to Me, i) charge a reasonable rate of interest, ii) liquidate the Property subject of the buy order, or iii) sell other Property owned by Me and held in any of My Accounts. Bamboo may also charge any consequential Loss to My Account. For purposes of this Agreement, "**Property**" shall mean all monies, contracts, investments and options, whether for present or future delivery, and all related distributions, proceeds, products and accessions.

- g. **Sales/Short Sales.** I promise to deliver all securities sold in My Account and to provide collateral of a type and amount acceptable to Bamboo for all short sales in My Account. Bamboo requires that a security be held in My Account prior to the acceptance of a sell order with respect to such security unless the order is specifically designated as a "short sale." If a security is not held in My Account and a sell order is processed, I must promptly deliver such security to Bamboo for receipt in good deliverable form on or before the settlement date. Any order accepted without negotiable certificates or positions in My Account will be subject, at Bamboo's sole discretion, to cancellation or buy-in. To ensure this will not occur, I agree to only place sell orders for securities owned by Me and held in My Account at the time My order is placed. Proceeds of a sale will not be paid to Me or released into My Account until Bamboo has received the security in good deliverable form, whether from a transfer agent or from Me and the settlement of the security is complete. If the security is not received on or before the settlement date, or as market conditions warrant, Bamboo may in its sole discretion purchase the security on the open market for My Account and may liquidate and close out any and all securities in My Account in order to pay for such purchase. In the event a security is bought in, I will be responsible for all resulting Losses incurred by Bamboo. I understand that I may execute short sales only in a margin Account and that such execution must comply with applicable short sales rules.
- h. **Assistance by Bamboo.** I understand that when I request assistance from Bamboo or its employees in using the investment tools available on the Website or the App, it will be limited to an explanation of the tool's functionality and, if requested by Me, to the entry by Bamboo or its employees of variables provided by Me, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.
- i. **No Tax or Legal Advice.** I understand that Bamboo does not provide tax or legal advice.
- j. **Discontinuation of Services.** I understand that Bamboo may discontinue My Account and any services related to My Account immediately by providing written notice to Me.

k. **Electronic Access.**

- i. I am solely responsible for keeping My Account numbers and PINs confidential and will not share them with third parties. “**PINs**” shall mean My username and password.
- ii. I agree and accept full responsibility for monitoring and safeguarding My Accounts and access to My Accounts.
- iii. I agree to immediately notify Bamboo in writing, delivered via e-mail and a recognized international delivery service, if I become aware of: (i) any loss, theft, or unauthorized use of My PINs or Account numbers; (ii) any failure by Me to receive any communication from Bamboo indicating that an order was received, executed or canceled, as applicable; (iii) any failure by Me to receive an accurate written confirmation of an order, execution, or cancellation; (iv) any receipt by Me of confirmation of an order, execution or cancellation, which I did not place; (v) any inaccurate information in or relating to My orders, trades, margin status, Account balances, deposits, withdrawals, securities positions or transaction history; or (vi) any other unauthorized use or access of My Account.
- iv. Each of the events described in subsections (K)(3)(i)-(vi) shall be deemed a “**Potential Fraudulent Event**”. The use and storage of any information including My Account numbers, PINs, portfolio information, transaction activity, account balances and any other information or orders available on My wireless, web-enabled cellular telephone or similar wireless communications device (collectively, “**Mobile Device**”) or My personal computer is at My own risk and is My sole responsibility. I represent that I am solely responsible for and have authorized any orders or instructions appearing in, originating from, or associated with My Account, My Account number, My username and password, or PINs. I agree to notify Bamboo immediately after I discover any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. Upon request by Bamboo, I agree to report any Potential Fraudulent Event promptly to legal authorities and provide Bamboo a copy of any report prepared by such legal authorities. I agree to cooperate fully with the legal authorities and Bamboo in any investigation of any Potential Fraudulent Event and I will complete any required affidavits promptly, accurately and thoroughly. I also agree to allow Bamboo access to My Mobile Device, My computer, and My network in connection with Bamboo’s investigation of any Potential Fraudulent Event. I understand that if I fail to do any of these things I may encounter delays in regaining access to the funds in My Account. I agree to indemnify and hold Bamboo, its Affiliates, and Bamboo and its Affiliates’ respective officers, directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event. I acknowledge that Bamboo does not know when a person entering orders with My username and password is Me.
- v. **Trusted Contract Person.** I understand that, pursuant to FINRA regulations, Bamboo is authorized to contact the Trusted Contact Person (as defined by FINRA Rule 4512) designated for My Account and to disclose information about My account to address possible financial exploitation, to confirm the

specifics of My current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by Rule 2165.

6. **Clearance of Trades.** I understand that Bamboo has entered into a clearing agreement with U.S. Broker whereby Bamboo will introduce My Account to U.S. Broker, and Bamboo will clear all transactions, on a fully-disclosed basis. I understand that U.S. Broker carries My Account(s) and is responsible for the clearing and bookkeeping of transactions, but is not otherwise responsible for the conduct of Bamboo.

I understand that U.S. Broker will deliver confirmations, statements, and all written or other notices with respect to My Account directly to Me with copies to Bamboo, and that U.S. Broker will look directly to Me or Bamboo for delivery of margin, payment, or securities. I agree to hold U.S. Broker and Bamboo harmless from and against any Losses arising in connection with the delivery or receipt of any such communication(s), provided U.S. Broker has acted in accordance with the above. The foregoing shall be effective as to My Account(s) until written notice to the contrary is received from Me by U.S. Broker or Bamboo.

7. **Review of Confirmations and Statements.** I agree that it is My responsibility to review order execution confirmations and statements of My Account(s) promptly upon receipt. I agree to receive all confirmations and account statements, as well as all tax-related documents, in electronic format. I understand that account statements will evidence all activity in My Account for the stated period, including securities transactions, cash balances, credits to My Account and all fees paid from My Account. Notwithstanding Section 32(B), confirmations will be considered binding on Me unless I notify Bamboo of any objections within two (2) calendar days from the date confirmations are sent. Account statements will be considered binding on Me unless I notify you of any objections within ten (10) calendar days after My Account statements are posted online. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, Bamboo reserves the right to determine the validity of My objection. If I object to a transaction for any reason, I understand and agree that I am obligated to take action to limit any losses that may result from such transaction or I will bear sole responsibility for any losses relating to the transaction, even if My objection to the transaction is ultimately determined to be valid. Nothing in this Section 7 shall limit My responsibilities as described in Section 5 of this Agreement.

8. **Important Information Needed to a Open a New Account.** To help the United States government better detect the funding of terrorism and money laundering activities, United States federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, I understand that when I open My Account Bamboo will ask for My name, address, date of birth and other identifying information. Bamboo may also ask copies of My driver's license, passport or other identifying documents. I understand that Bamboo may take steps to verify the accuracy of the information I provide to Bamboo in My Account application or otherwise, and that Bamboo may restrict My access to My Account pending such verification. I will provide prompt notification to Bamboo of any changes in the information including My name, address, e-mail address and telephone number. I further understand that if I attempt to access My Account from a jurisdiction subject to certain U.S. sanctions or I am ordinarily resident in such a jurisdiction, or if you reasonably believe that I am attempting such access or have become a resident in

such a jurisdiction, you may restrict My Account, and any pending orders may be canceled. If this happens, I understand that I should contact [team@investbamboo.com](mailto:team@investbamboo.com) and that I may be asked to provide supplemental information as part of this process. I further understand that I must close My Account before establishing residency in any jurisdiction subject to U.S. sanctions.

9. **Telephone Conversations and Electronic Communications.** I understand and agree that Bamboo may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, Bamboo does not consent to the recording of telephone conversations by any third party or Me. I acknowledge and understand that not all telephone or electronic communications are recorded by Bamboo, and Bamboo does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.
10. **Oral Authorization.** I agree that Bamboo shall be entitled to act upon any oral instructions given by Me so long as Bamboo reasonably believes such instruction was actually given by Me or My authorized agent.
11. **Applicable Laws and Regulations.** All transactions in My Account will be subject to U.S. federal securities laws and regulations, the applicable laws and regulations of any state or jurisdiction in which Bamboo is registered, Nigerian law, the rules of any applicable self-regulatory organization of which Bamboo is a member and the rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. In no event will Bamboo be obligated to effect any transaction it believes would violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory organization.
12. **Erroneous Distributions.** I agree to promptly return to Bamboo any assets erroneously distributed to Me. In the event that I sell a security prior to its ex-dividend/distribution date, and I receive the related cash/stock dividend or distribution in error, I direct Bamboo on My behalf to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse Bamboo for, or deliver to Bamboo, said dividend or distribution.
13. **Market Volatility; Market Orders; Limit Orders; and Queued Orders.** I understand that, whether I place a market or limit order, I will receive the price at which My order is executed in the marketplace, subject to any clarification stated below. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. I understand that Bamboo is not liable for any price fluctuations. I also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

If I place a market order (whether during normal market hours or when the market is closed), I agree to pay or receive the prevailing market price at the time My market order is executed, subject to the specific clarification above relating to buy orders. I understand that the price I pay may be significantly higher or lower than anticipated at the time I placed the order. To

avoid buying a security at a higher price and possibly exceeding My purchasing power, I understand My option to enter a limit order. I also understand that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at or better than the limit price I specify, and are only good until the end of the trading day in which they are entered. The Website contains further information regarding order types and limitations, which I agree to read and understand before placing such orders.

As a customer of Bamboo, I understand that after the market has closed for the day, I have the ability to place in a queue order requests to be executed the following day upon the opening of the market (“**Queued Order**”). I understand that My Queued Order request is prioritized based on the order in which it is received by Bamboo, and that the Queued Order requests are sent out for execution shortly after the market opens on the next day of trading. I further understand that each Queued Order request is sent out per customer and per security as Bamboo market orders (described above), and that they are not aggregated.

A limit order may be “good till canceled” which means the order remains valid until (A) it is executed; (B) I cancel the order; (C) approximately 90 days from when the order is placed; or (D) the contract to which it relates is closed. I understand that Bamboo will cancel a “good till canceled” order at the end of every trading day (on the exchange on which the instrument to which the contract relates is traded) and place such order again at the start of the following trading day. This process will be repeated every day for as long as the “good till canceled” order remains valid. I further agree that any “good till ” orders I place should be treated as “do not reduce” orders.

14. **Bulletin Board/Pink Sheet Stocks.** Bulletin board, pink sheet and other thinly-traded securities (collectively “**bulletin board stocks**”) present particular trading risks, in part because they are relatively less liquid and more volatile than actively traded securities listed on a major exchange. I understand that bulletin board stocks may be subject to different trading rules and systems than other securities and that I may encounter significant delays in executions, reports of executions, and updating of quotations in trading bulletin board stocks. Bamboo in its sole discretion may require limit orders on certain bulletin board stock transactions.
15. **Research and Internet Links.** News, research, links to outside websites, and other information accessible through the App or Website (“**Content**”) may be prepared by independent external providers not affiliated with Bamboo, such as Morningstar, Inc. (all such providers, the “**Providers**”). I agree not to distribute, reproduce, sell, or otherwise commercially use the Content in any manner. I understand that Bamboo may terminate My access to the Content. I understand that none of the Content is a recommendation by Bamboo to buy or sell any securities or to engage in any investment strategy.

I understand that nothing on the Bamboo website or mobile application (the “**Platform**”) or from the Company shall be construed as making any recommendation or investment and risks associated with the use of any Content provided through the U.S. Services and Service before making any decisions based on such Content. I agree to not hold the Company or any Provider liable for any possible claim for damages arising from any decision you make based on the Content or other information made available to me through the Service or any Provider

websites. I also understand that past performance data should not be construed as indicative of future results.

16. **Restrictions on Trading.** I understand that Bamboo may, in its discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of My Accounts. I understand that Bamboo may execute all orders by Me on any exchange or market, unless I specifically instruct Bamboo to the contrary. In the event of a breach or default by Me under this Agreement, Bamboo shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein. I understand that Bamboo may at any time, at its sole discretion and without prior notice to Me: (i) prohibit or restrict My access to the use of the App or the Website or related services and My ability to trade, (ii) refuse to accept any of My transactions, (iii) refuse to execute any of My transactions, or (iv) terminate My Account. The closing of My Account will not affect the rights or obligations of either party incurred prior to the date My Account is closed.

Further, Bamboo will not tolerate any foul or abusive language, physical violence, threatening behavior, or other inappropriate conduct directed toward Bamboo, its Affiliates' officers, employees, contractors or customers. If I engage in any such behavior, as determined by Bamboo in its sole discretion, I agree that Bamboo is authorized to: (i) liquidate any securities, instruments or other property in My Account, (ii) send Me the proceeds, and (iii) close My account. Bamboo will not be responsible for any Losses caused by the liquidation of securities, instruments or other property pursuant to this paragraph, including any tax liabilities.

17. **Waiver; Limitation of Liability; Indemnification.** I agree that My use of the App or the Website or any other service provided by Bamboo or its Affiliates is at My sole risk. The Bamboo service (including the App, the Website, the provision of Market Data, Information, Content, or any other information provided by Bamboo, any of its Affiliates, or any third-party content provider or market data provider) is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

I UNDERSTAND AND AGREE THAT YOU, YOUR AFFILIATES, YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND THE PROVIDERS WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, TRADING LOSSES, AND DAMAGES) THAT I MAY INCUR IN CONNECTION WITH MY USE OF THE SERVICE PROVIDED BY YOU UNDER THIS AGREEMENT, INCLUDING MY USE OF THE APP, THE WEBSITE, THE MARKET DATA, THE INFORMATION, OR THE CONTENT. YOU, YOUR AFFILIATES, AND YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES SHALL NOT BE LIABLE BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF YOUR SYSTEM, REGARDLESS OF CAUSE,

INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

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

I consent to the use of automated systems or service bureaus by Bamboo and its respective affiliates in conjunction with My Account, including automated order entry and execution, record keeping, reporting, and account reconciliation and risk management systems (collectively “**Automated Systems**”). I understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a “**System Failure**”) that could cause substantial damage, expense, or liability to Me. I understand and agree that Indemnified Parties will have no liability whatsoever for any of My Losses arising out of or relating to a System Failure.

I also agree that Indemnified Parties will have no responsibility or liability to Me in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or affiliates, of its or their obligations relative to any securities. I agree that Indemnified Parties will have no liability, to Me or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (as defined in this Agreement), market data availability or quality, exchange rulings or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that I may incur in connection with My use of the App, the Website, Bamboo's brokerage, and other services provided by Indemnified Parties under this Agreement. Further, if I authorize or allow third parties to gain access to Bamboo's services, including My Accounts, I will indemnify, defend and hold harmless Bamboo, its affiliates, and Bamboo and its affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

18. **Mutual Fund Transactions.** In the event that I purchase or hold a mutual fund, I agree to read and understand the terms of its prospectus. I understand that certain mutual funds reserve the right to change their purchasing, switching or redemption procedures or suspend or postpone redemptions under certain market conditions. I further understand that any mutual fund order entered with Bamboo is placed by Bamboo on a best efforts basis as prescribed and recognized by the individual fund, and that Bamboo is not responsible for unexecuted orders due to the failure of any communication system. I agree to be fully responsible for the information contained within the mutual fund prospectus and to hold Bamboo, its Affiliates, and Bamboo and its Affiliates' respective officers and employees harmless for any deficiencies contained therein. I authorize Bamboo to act as My agent in the purchase and redemption of fund shares.
19. **Exchange Traded Funds.** I understand that I should consider the investment objectives and unique risk profile of Exchange Traded Funds ("ETFs") carefully before investing, and that ETFs are subject to risks similar to those of other diversified portfolios. I further understand that leveraged and inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives, and other complex investment strategies, and that although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. I further understand that ETFs are required to distribute portfolio gains to shareholders at year end, which may be generated by portfolio rebalancing or the need to meet diversification requirements, and that ETF trading will also generate tax consequences. I understand that I can obtain prospectuses from issuers or their third party agents who distribute and make prospectuses available for review.
20. **Effect of Attachment or Sequestration of Accounts.** Bamboo shall not be liable for refusing to obey any orders given by or for Me with respect to any of My Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against Me, and Bamboo shall be under no obligation to contest the validity of any such attachment or sequestration.



21. **Event of Death.** It is agreed that in the event of My death or the death of one of the joint Account holders, the representative of My estate or the survivor or survivors shall immediately give Bamboo written notice thereof, and Bamboo may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in the Account as Bamboo may deem advisable to protect Bamboo against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of My death or the death of one of the joint Account holders, all open orders shall be canceled, but Bamboo shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, Bamboo may in its discretion close out any or all of the Accounts without awaiting the appointment of a personal representative for My estate and without demand upon or notice to any such personal representative. The estate of any of the Account holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, to Bamboo for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by Bamboo of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Agreement. Such notice shall not affect Bamboo's rights under this Agreement to take any action that Bamboo could have taken if I had not died.
22. **Tax Reporting; Tax Withholding.** The proceeds of sale transactions and dividends paid may be reported to the appropriate government agencies.
23. **Equity Orders and Payment For Order Flow.** SEC rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker-dealer from any broker-dealer in return for directing orders. I understand that Bamboo transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include: 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 reduced execution costs through price concessions from the market centers. I further understand that certain of the exchanges or market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices and that while a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments or credits received by Bamboo in connection with any specific transactions will be furnished upon written request.

I understand that no order by email will be accepted as the time of the order placement cannot be guaranteed. I understand that all orders not placed through the Platform must be by phone, or otherwise in accordance with any agreements entered into with any U.S. Broker and Nigerian Broker. When trading volumes soar on the United States stock markets and many investors want to buy or sell at the same time, lines form and orders cannot be filled as quickly. I agree that the Company is not responsible for any losses or liabilities that may occur as a

result of high trading volume, market volatility, or computer telecommunications, or Internet failures, regardless of the cause. I understand that the SEC can suspend trading for specific securities per its discretion. I agree that the Company is not responsible for any losses or liabilities that may occur as a result of temporary or permanent suspension exercised by the SEC.

24. **Free Credit Balances.** I authorize Bamboo to invest the free credit balances in My Account in money market funds and, without notice, to redeem My money market fund shares to the extent necessary to satisfy any debits arising in any of My Accounts. Amounts not invested may accrue and may accrue interest on the free credit balances. Any accrued interest will be calculated on a 365-day year and actual days elapsed. The interest rate may vary from time to time without prior notice and may be equal to zero. I understand that Bamboo and U.S. Broker shall not be obligated to pay interest on any free credit balance in My Account. I further understand that Bamboo receives rebates from U.S. Broker derived from customer margin debt balances, money market accounts, and customer free credit balances.
25. **Fees and Charges.** I understand that there are charges for executing buy and sell orders and for other services provided under this Agreement. I understand that the commissions and fees for trade executions and other services in accounts assigned to a registered representative may be different from the commissions and fees charged to Bamboo's self-directed customers. I also agree to pay all applicable federal, state, local, and foreign taxes, including any taxes under Nigerian law. I authorize Bamboo to automatically debit My Account for any such brokerage commissions, charges, fees, and taxes. I agree to pay any such commissions and fees at the then-prevailing rate set forth on <https://investbamboo.com/fees>. I acknowledge that the prevailing rate of commissions and fees may change and that change may occur without notice, and that I will regularly review the commissions and fees set forth on <https://investbamboo.com/fees>. I agree to be bound by such changes. I specifically agree to pay a reasonable rate of interest on the principal amount of any debit balance carried with respect to My Account. Interest may be charged against My Account in connection with cash withdrawals, if the proceeds from a security sale are disbursed before the regular settlement date of the sale transaction and late payments. If Bamboo receives My payment for securities purchases in a cash account after the settlement date, I shall be charged a late payment fee as set forth on set forth on <https://investbamboo.com/fees> on the debit balance until Bamboo is fully paid. Charges will be calculated using a prevailing interest rate, currently set to the daily rate of "Broker's Call" + 1%. The charges shall accrue until paid and posted to My Account on the day following payment of the debit balance. Interest due on My Account is payable on demand. I also agree to pay such expenses incurred by Bamboo in connection with collection of any unpaid balance due on My Accounts including attorney's fees allowed by law.
26. **ACH and International Wire Transfers.**
- a. **ACH Transfers.** I authorize Bamboo, at its discretion and without further prior notice, to utilize an electronic check process or Automated Clearing House ("ACH") facility to draft funds in the amount of any of My checks payable to Bamboo, its agents or assigns. Money deposited via ACH is normally not available for withdrawal for five (5) to ten (10) business days. Within calendar 63 days of the date of My ACH deposit, My funds may only be withdrawn to the bank account from which such funds were deposited. I understand that for the ACH transfers to be established, at least one common name must match exactly between My Bamboo and bank accounts. To send

and receive ACHs, My bank must be a member of the ACH system. For ACH transactions, I hereby grant Bamboo limited power of attorney for purposes of redeeming any shares in My Account and direct Bamboo to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption of shares in My Account. In addition, if I or any joint account owner decides to rescind an ACH transfer, I hereby direct and grant Bamboo power of attorney to redeem any shares necessary to fulfill and make such rescission regardless of whether I incur any loss. An ACH bank reversal may occur when (A) there are insufficient funds in My bank account, (B) there is a duplicate transaction, (C) the transaction is denied, or (D) the type of account is incorrect. I acknowledge that in the event of an ACH bank reversal, I will incur a fee. Before making an ACH transfer, I agree to check Bamboo's most recent Commissions and Fees Schedule, set forth on <https://investbamboo.com/fees>. I agree that I am solely liable and responsible for any ACH reversal fees that I incur.

- b. **International Wire Transfers; Indemnification.** If I arrange for a wire transfer to be directed to My Account, I am responsible for ensuring that such wire is initiated properly, addressed properly, and bears appropriate wire instructions in exactly the form required by Bamboo for identification of Me and My Account. I understand that any erroneous, mismatched, or incomplete identifying information on an incoming wire transfer may result in such wire being rejected, lost, posted to an incorrect Account, or returned to the originating bank without notice to Me and I agree to indemnify and hold Bamboo, its Affiliates, and Bamboo and its Affiliates' respective officers and employees harmless from any Losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an incoming wire.

By sending Bamboo a wire transfer request, I authorize Bamboo and Bamboo's bank service provider to act on My behalf to initiate the wire transfer or check disbursement. It is My responsibility to ensure that My instructions are accurate before requesting Bamboo to initiate a wire transfer. In order to complete My wire transfer request, My name and My address on file in My Account must match what I have on file at the recipient bank; and I must provide the correct recipient bank's name, recipient bank's address, recipient bank account number, and BIC/SWIFT code.

In accepting wire transfer requests, Bamboo may rely upon the identifying number (such as routing number, account number and BIC/SWIFT code) of the recipient, the recipient's financial institution or any intermediary bank, as instructed. Also, the recipient's bank in the wire transfer requests may make payment on the basis of the identifying number even if it identifies a person or entity different from the named recipient. I understand that, if I provided Bamboo with incorrect instructions or recipient information, I may lose the amount of the wire transfer. I agree to indemnify and hold Bamboo, its Affiliates, and Bamboo and its Affiliates' respective officers and employees harmless from any Losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an outgoing wire.

I must have sufficient available balance in My Account to cover the wire transfer amount and the wire transfer fee at the time I send Bamboo the wire transfer request. Bamboo will not be obligated to make any wire transfer unless I have sufficient

available balance in My Account to cover the wire transfer amount and the wire transfer fee at the time I send Bamboo the wire transfer request. Bamboo has the right to neither send nor process any wire transfer request without notice in the event of insufficient available funds. Bamboo also may reject any wire transfer request for any reason or no reason.

All wire transfer requests provided to Bamboo are subject to Bamboo's review and acceptance. Bamboo's confirmation, if any, of the receipt of My wire transfer request is an indication only that Bamboo has received My wire transfer request. Bamboo reserves the right to refuse to pay any wire transfer recipient whom I designate in the wire transfer request.

A wire transfer request cannot be amended or canceled after Bamboo receives it. Bamboo may in its sole discretion attempt to abide by a subsequent request for a change, but Bamboo is not obligated to do so. Any acceptance by Bamboo of a request by Me to amend, recall, or trace a wire transfer is made conditionally upon the express understanding by Me that Bamboo cannot guarantee fulfillment of such a request and that Bamboo is not responsible for any failure to change, recall, or trace such wire transfer. I agree to indemnify and hold Bamboo, its Affiliates, and Bamboo and its Affiliates' respective officers and employees harmless from any Losses arising out of or relating to an attempt to amend or cancel a wire transfer.

All wire transfer requests received by Bamboo after the cutoff time will be reviewed and processed within a commercially reasonable time, generally within one to two business day(s). Wire transfer requests entered after the cutoff time may start to process immediately, in its sole discretion. I understand that any cutoff times referenced in this Agreement reflect the times displayed on Bamboo's internal system clocks and may not necessarily be synchronized with the internal clock displayed on My personal device. For this reason, Bamboo suggests that I send any wire transfer requests to Bamboo sufficiently in advance of such cutoff times to eliminate the possibility of missing the cutoff.

Notwithstanding any information I provide on My wire transfer request to the contrary, Bamboo reserves the right to use any funds transfer system and intermediary bank in the execution of My wire transfer request, and Bamboo may use any means of executing wire transfer requests that Bamboo deems reasonable in the circumstances. I authorize such funds transfer systems and any intermediary or recipient banks to deduct fees from the funds transferred. I understand that Bamboo or any intermediary or recipient banks may apply their prevailing currency exchange rate(s) in the conversion and payment of funds. I am aware that currency exchange rates fluctuate over time and I accept the risks of such fluctuation. I also understand that all incoming and outgoing wire transfers must be in U.S. dollars. I acknowledge and agree that I have received, reviewed, and understand without reservation the Supplemental Terms And Conditions For Currency Conversion, along with all the disclosures, policies and statements located at <https://investbamboo.com/legal>.

I agree that I will not hold Bamboo or its Affiliates liable for any damages resulting from an intermediary or recipient bank's decision not to accept any wire transfer.

Bamboo and its Affiliates are not responsible for any fees, delay, misplacement, loss, errors, any act or failure to act by Bamboo, its Affiliates, or an intermediary or recipient bank or any other third party. I agree that My wire transfers are subject to the fees set forth in Bamboo's Commissions and Fees schedule, available at <https://investbamboo.com/fees>. I also agree that I am solely responsible for all such fees, including wire transfer reversal fees for both incoming and outgoing wire transfer requests. Additionally, I agree that I am solely responsible for any additional fees that any originating, intermediary, or recipient banks may charge.

**27. Electronic Delivery of Trade and Account Information; Notice.** All communications, notices, legal disclosures, and other materials related to My Account or this Agreement, including account statements, trade confirmations, margin calls, notices, disclosures, regulatory communications and other information, documents, data and records regarding My Account (the "**Communications**"), or an alert that any such Communication has been posted to the secure section of the Website or the App, and is available for viewing, may be sent to Me at the mailing address for My Account or the e-mail address that I have given to Bamboo in My account application (to either e-mail address in the case of joint accounts where each account holder has given an e-mail address; notice to both e-mail addresses is not required) or at such other address as I may hereafter give Bamboo in writing or by email at least ten (10) calendar days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to Me personally, whether actually received or not.

## **28. Arbitration**

a. **THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE.** By signing an arbitration agreement, the parties agree as follows:

(1) 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.

(2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(4) 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.

(5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

- (6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- b. Any controversy or claim arising out of or relating to this Agreement, any other agreement between Me and Bamboo, any Account(s) established hereunder, any transaction therein, shall be settled by arbitration in accordance with the rules of the American Arbitration Association (“ADR”). I agree to arbitrate any controversy or claim before ADR in the State of New York.
- c. This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws. If I am a foreign national, non-resident alien, or if I do not reside in the United States, I agree to waive My right to file an action against Bamboo in any foreign venue.
- d. 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; or
  - (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.

29. **API**

- a. **Overview; Definitions.** Bamboo (collectively, “**Bamboo**”) may, in Bamboo’s sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the “**API Package**”) (such third parties, “**API Licensees**”), to make available certain features and functionality of Bamboo’s mobile applications, websites, or technology platform via the API Licensees’ products (such products, the “**Licensee Products**”). The API Package and the Licensee Products are collectively referred to as the “**API Products**”. “**Personal Information**” means My personally identifiable information (including username, logon password, financial information, trade data, and other financial information) and all data exchanged between Bamboo and the API Products.
- b. **Access to My Personal Information.** Through My use of any API Products, I may be providing API Licensees with access to My Account and Personal Information. By using any API Products, I acknowledge that such API Products may employ security, policies, procedures, and systems of API Licensees which may or may not be less stringent and secure than Bamboo’s policies, procedures and systems. I agree that My

use of any API Products shall be subject to the terms and conditions of this Agreement, in addition to any other agreements which I executed with respect to any such API Products. I understand and agree that any end user agreement that I executed with any API Licensee is concluded between Me and such API Licensee only, and not with Bamboo; and such API Licensee, not Bamboo, is solely responsible for such Licensee Product and the content thereof. I understand and agree that the API Products may deliver Personal Information to Bamboo, and that Bamboo is authorized to receive and store such Personal Information consistent with Bamboo's then-in-effect policies and procedures. Further, I agree that the API Products may request Personal Information stored by Bamboo, and I consent to Bamboo's disclosure of such Personal Information to the API Products.

- 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 Bamboo. 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 Bamboo to invest in any security or utilize any investment strategy; or (ii) any representation, warranty, or other guarantee by Bamboo 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 Bamboo to API.** From time to time, and subject to then-in-effect agreements between Bamboo and API Licensees, Bamboo may, in its own discretion, make market data feeds received from third parties available via the API Products. Bamboo 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 Bamboo. 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.). Bamboo 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 Bamboo. Latency may also affect order modification and order cancellation requests. The time an order or a request is actually received by Bamboo (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 Bamboo are subject to order vetting by Bamboo. Orders created and submitted through any API Products are not vetted until they are received by Bamboo. It is possible that Bamboo may reject an order placed through

any API Products. Bamboo cannot guarantee that any order will be accepted when such order is routed to the market for execution, and Bamboo cannot guarantee that notifications and Personal Information provided to Me by Bamboo 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) Bamboo 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 Bamboo 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) Bamboo or its Affiliates shall not be responsible for any investment research provided by any API Licensee or any Licensee Products.

(iii) Bamboo 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 Bamboo 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 Bamboo 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 Bamboo 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 Bamboo, 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 Bamboo 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 Bamboo 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 Bamboo 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 Bamboo, or carried by Bamboo 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 Bamboo 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 Bamboo 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, Bamboo 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 Bamboo, 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, Bamboo reserves the right to post Account Documents on the Website without providing notice to Me. Further, Bamboo 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 Bamboo, 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 Bamboo until I provide Bamboo 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 Bamboo 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 Bamboo, 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 Bamboo, its Affiliates, and Bamboo 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 Bamboo 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, Bamboo is entitled to treat such information as accurate and conclusive. I will contact Bamboo 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. Bamboo 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 Bamboo 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 Bamboo to provide Me in paper form. Bamboo 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, Bamboo, 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 Bamboo 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 Bamboo 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 Bamboo 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. Bamboo 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 Bamboo 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 Bamboo and Me and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Bamboo and Me, provided, however, that any and all other agreements between Bamboo and Me, not inconsistent with this Agreement, will remain in full force and effect.

- f. **Amendment.** Bamboo 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 Bamboo 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 Bamboo services and any modifications to this Agreement. Bamboo is not bound by any verbal statements that seek to amend the Agreement.
- g. **Termination.** Bamboo 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 Bamboo 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 Bamboo 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 Bamboo in this Agreement are cumulative and not exclusive of any other rights or remedies to which Bamboo 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 Bamboo, in its sole discretion, may accept unsolicited accounts from non-Nigerian residents, depending on the country of residence and other factors. I understand that Bamboo is based in the United States and that Bamboo 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 BAMBOO 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.**