

Neon Money IA, LLC Member Investment Agreement

Last Updated: January 10, 2024

This Neon Money IA, LLC Member Investment Agreement (“Agreement”) contains terms and conditions related to your investment management relationship with Neon Money IA, LLC, an investment adviser registered with the Securities and Exchange Commission (SEC), under the enterprise of Neon Money Club (“Neon Money Club”). This Agreement governs your use of Neon Money IA, LLC (“Neon,” “we,” “our” or “us”) to open one or more investment management accounts (which we refer to as “Investment Accounts”) and also includes information about the interface between Neon Money IA, LLC and our broker-dealer partner, DriveWealth, LLC (the “Broker”).

The Broker is an SEC-registered broker-dealer, a member of the Financial Industry Regulatory Authority (FINRA) and a member of the Securities Investor Protection Corporation (SIPC). In order to participate in Neon Money IA, LLC, you will need to enter into a separate brokerage account agreement with the Broker (on its form) and open a brokerage account with the Broker. Information about this requirement is included below and the Broker’s brokerage account opening instructions can be found [here](#).

In this Agreement, we sometimes refer to “Neon Money IA, LLC Terms” which includes all of the following documents: this Agreement; all disclosures and documents posted in our [Disclosure Library](#) including any attachments; any terms contained in your Investment Account statements and confirmations; our [E-Sign Consent](#) and [General Terms of Use](#) (collectively, the “Neon Terms”). You acknowledge the receipt of all regulatory notices and disclosures required by law, including all items provided in the Disclosure Library and our [Privacy Notice](#).

You agree that you have carefully read, understood and accepted the Neon Money IA, LLC Terms, and that you understand that any time you click on a link that says “I agree,” “I accept,” “I consent” or a similarly worded link, that your action is the legal equivalent of a handwritten signature on a piece of paper, and you will therefore be legally bound by the terms and conditions that accompany that link. It is your responsibility to check for updates to the Neon Money IA, LLC Terms, and you agree to be bound by the Neon Money IA, LLC Terms as they are in effect each time you access the Neon Money IA, LLC. You understand that additional rules and limitations related to your Investment Account may be modified at any time with or without notice to you. Any such changes are effective immediately and it is your responsibility to review the latest version prior to instructing Neon Money IA, LLC regarding any transactions in your Investment Account.

Securities products are: Not FDIC insured · Not bank guaranteed · May lose value

Your Investment Account. Setting up your Investment Account gives you access to investment advice in the form of certain individual securities and playlists created and published by Neon Money IA, LLC. This investment advice is intended to create a broad array of publicly traded securities that allow you to construct a portfolio consistent with your own needs and objectives. You may choose to invest the money in your Investment Account into one or more potential investments on the platform. You understand that Neon Money IA, LLC provides impersonal investment advice about the securities and playlists, but we do not have discretion over how you invest the funds in your Investment Account. By

accepting this Agreement, you are appointing Neon Money IA, LLC as your non-discretionary investment adviser with a limited power-of-attorney to invest and reinvest the money in your Investment Account according to your instructions and to carry out any other instructions submitted by you regarding your Investment Account. We may rely on any instructions for actions to be taken with respect to your Investment Account that we believe are authorized, regardless of how those instructions have been transmitted to us. This limited power-of-attorney shall continue in effect until this Agreement is terminated.

You agree that your Investment Account and your Neon Money IA, LLC Membership are solely for your personal, non-commercial, non-professional reasons, subject to all terms and conditions specified in this Agreement, and any additional terms and disclosures that may be published from time to time by Neon Money IA, LLC, the Broker, or their respective affiliates.

The balance in your Investment Account shall consist of the value of cash that you from time to time deliver to the Broker by using Neon Money IA, LLC, plus all investments, re-investments and proceeds of sales of any investments, and all interest, dividends and appreciation, if any, earned on your investments. Neon will post the value of securities in your Investment Account at the closing price on the principal market where the securities are traded. You authorize us to instruct the Broker on your behalf to transmit or receive funds into your Investment Account as necessary in connection with any investment instructions you give us.

You understand that Neon Money IA, LLC may, for any reason and at any time in its sole discretion, change a playlist without prior notice to you.

U.S Residents Only. Neon Money IA, LLC does not permit residents of foreign countries to open Investment Accounts. Investment Accounts may only be opened by U.S. residents, including non-U.S. citizens with a social security number who are legally residing in the U.S.

Compliance with Applicable Law. Your Investment Account, the related brokerage account held at the Broker, and any transactions conducted through your Investment Account are subject to applicable federal, state, and local securities laws and regulations, FINRA rules, and the rules, regulations, customs and usages of an exchange, market, or clearing house, if any, where the transactions are executed. Neither we nor the Broker are obligated to take steps to effect any transaction that we or the Broker believe would violate any applicable law, regulation, or rule.

Member Identification Program Notice. The Broker is required by law to obtain, verify and record information that identifies each person who opens an Investment Account. Under the terms of the agreement between the Broker and Neon Money IA, LLC, we have agreed to obtain such information on behalf of the Broker. As a result, when you open an Investment Account, we will request, and you must provide, certain information, including your name, address, date of birth, employment status, and other identifying information (“Account Information”). You may also be asked to provide copies of your driver’s license, passport or other identifying documents. By opening an Investment Account, you represent that all Account Information is accurate, complete, and current. You must provide us with prompt notification of any changes to the Account Information. *Opening an Investment Account is your*

option and you may choose to not open an Investment Account if you do not wish to provide Account Information or other identifying documents.

You understand that this information will be retained by, and available to, both Neon Money IA, LLC and the Broker for purposes of complying with applicable U.S. laws and regulations relating to the prevention and reporting of money laundering and terrorist financing. These laws and regulations include the Bank Secrecy Act of 1970, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “USA PATRIOT Act”), the Anti-Money Laundering Act of 2020, and the Financial Crimes Enforcement Network implementing regulations and guidance related to these laws, as well as all other applicable anti-money laundering, countering the financing of terrorism, embargo and trade sanctions, or similar laws, statutes, regulations, requirements or regulatory policies. Neon Money IA, LLC and/or the Broker will also implement policies and procedures to (i) identify and prohibit accounts for foreign shell banks, (ii) identify and monitor politically exposed foreign persons, (iii) identify and report suspicious activity, (iv) U.S. sanctions-related screening, (v) conduct and refresh, as appropriate, know-your-customer due diligence of Neon Money IA, LLC members, and (vi) maintain records consistent with applicable legal requirements.

Neon Money IA, LLC or the Broker may take steps to independently verify the accuracy of the Account Information, including through the use of third-party vendors or third-party consumer reports. You will cooperate fully with any follow-up requests for information that we, on our own behalf or on behalf of the Broker, may make. We may restrict access to your Investment Account pending such verification.

Neon Money IA, LLC and the Broker may refuse to open any Investment Account or to enable any other services available to a member of Neon Money IA, LLC at any time for any reason, in our sole discretion.

Representations and Warranties. You represent and warrant to us that the following are true:

- All information provided by you to us from time to time, including Account Information, is accurate, true and complete, and we may rely on all information you provide to us.
- We can rely on any instructions that we reasonably believe were provided by you, whether those instructions are transmitted by phone, in writing or through the Neon Money IA, LLC platform. You authorize us to record any telephone instructions regarding your Investment Account, and you understand that we may undertake any inquiries we deem necessary to confirm your instructions.
- You are of legal age under the laws of the state where you reside and are authorized to enter into this Agreement. You understand that this Agreement constitutes a valid and binding contract between you and Neon, and that it is enforceable against you in accordance with its terms.
- You are not a “politically exposed person” or otherwise on any restricted list under applicable Office of Foreign Assets Control rules and regulations.
- You have read and will comply with the Neon Terms.

Data and Information We Provide. Neon Money IA, LLC may provide you with access to data and information regarding our playlists and the individual securities within those playlists, including: Market Data (as defined below); stock quotes; historical price data; index, company, and market information;

news articles and press releases; and other information derived from such information (“Provided Information”). Provided Information may be made available by third party sources, including the New York Stock Exchange (NYSE), NASDAQ, or other registered national securities exchanges and national securities associations in the United States (“Data Providers”).

Provided Information is for informational purposes only. Price quotes may be delayed fifteen (15) minutes or longer. Neither we nor the Data Providers guarantee the timeliness, accuracy, completeness, reliability, or content of Provided Information or of other market information or messages disseminated to or by any party. Neither we nor any Data Provider warrants that the Provided Information will be uninterrupted or error-free. We or any Data Provider, in our or their sole discretion and without notice, may suspend or stop providing any category of Provided Information.

Prohibited Uses of Your Investment Account. You may not use your Investment Account for any of the following uses: (i) any use in violation of applicable federal, state, or local law or regulation or the rules or regulations of any self-regulatory organization (such as FINRA); or (ii) investing on behalf of a company, corporation, or other entity. Your failure to comply with this prohibition may result in the immediate suspension, termination, or closure of your Investment Account.

Amendments to this Agreement. We may change the terms of this Agreement from time to time and at any time, with such notice as we deem to be reasonable under the circumstances, by posting the revised version to our website (<https://joinneon.com/disclosures>) or communicating it to you via email or via messaging available on Neon Money IA, LLC. All changes to this Agreement will appear on and will be accessible via the Neon Money IA, LLC. You agree that by continuing to maintain your Investment Account with Neon Money IA, LLC after any revision to the terms of this Agreement, you are accepting the terms of the revised Agreement and will be legally bound by its terms and conditions.

Privacy Notice. We are committed to protecting your privacy and security. Please refer to our [Privacy Notice](#) for more information.

The Broker. As noted above, when you open an Investment Account, Neon Money IA, LLC Neon requires that you establish a brokerage account with the Broker and agree to separate terms and conditions required by the Broker. For important disclosures regarding your relationship with the Broker, including its customer account, please visit: <https://legal.drivewealth.com/>. Under the terms of the agreement with the Broker, it is responsible for: holding and safekeeping the assets in your Investment Account, including all securities and any cash balance; execution, clearance and settlement of all transactions in your Investment Account; and maintenance of books and records related to all transactions in your Investment Account.

When you decide to buy or sell a security in your Investment Account, Neon Money IA, LLC will instruct the Broker, on your behalf, to place the trade. The Broker will execute, clear and settle all transactions for your Investment Account on a fully-disclosed basis. Because Neon intends to direct trades to the Broker, transactions in your Investment Account may be exercised at prices and commission rates that may be in excess of prices or commission rates that might have been charged for execution elsewhere or by other brokers or dealers. The Broker will provide all trade confirmations related to the

Investment Account to Neon Money IA, LLC, all of which will be accessible when you log into your Investment Account. Neon Money IA, LLC will deliver those trade confirmations and Investment Account statements to you.

You agree that the Broker may accept from us, without inquiry or investigation, (i) orders for the purchase or sale of securities, (ii) instructions regarding the transmission or receipt of funds to and from your Investment Account, and (iii) any other instructions concerning your Investment Account. The Broker will look solely to us unless otherwise directed by us, and not to you, with respect to any such orders or instructions. The Broker holds all assets in your Investment Account on its own books. If you want to learn more about how your assets are being held, you may contact us or the Broker directly.

You understand that Neon may aggregate the purchase or sale of any security or other instrument for your Investment Account with purchases and sales, as the case may be, of the same security or other instrument (effected on the same day and through the same broker) for the accounts of one or more of Neon's other clients if, in Neon's reasonable judgment, such aggregation will result in an overall economic benefit to the Investment Account. When we make that decision, we can take into consideration the selling or purchase price, brokerage commission and other expenses and trading requirements related to the transaction. When we aggregate transactions: (i) the actual prices applicable to the aggregated transaction will be averaged, and your Investment Account and each other account participating in the aggregated transaction shall be deemed to have purchased or sold its share of the security or other instrument at this average price; and (ii) all transaction costs incurred in effecting an aggregated transaction shall be shared on a pro rata basis among all accounts participating in such aggregated transaction.

Neon shall be permitted to engage in cross transactions. This means that where you hold a particular security and wish to sell it, and another of Neon's investment advisory clients wishes to purchase that security (or vice versa), Neon may sell that security directly from your Investment Account to the other client's advisory account (or vice versa). You will not pay any brokerage commissions or mark-ups in connection with any cross transactions.

Orders. You authorize us to instruct the Broker to place, withdraw, or modify orders in accordance with the instructions you submit through your Investment Account. You are solely responsible for orders placed through your Investment Account. You may not grant access to your Investment Account or the ability to submit instructions to us to any third party. You understand and acknowledge that when you place orders through us, those orders may be sent directly to a market center without being viewed by a Broker representative. Due to many factors, including changing market conditions or technical or operational limitations, neither we nor the Broker can guarantee that orders will be placed, withdrawn, or modified as instructed.

Modification or Cancellation of Orders. Once you have instructed us to place an order with the Broker, there is no guarantee that we will be able to complete any subsequent request to cancel or modify that order before the order is executed by the Broker. Neon Money IA, LLC is liable to you if any request to cancel or modify an order is not completed before the Broker has executed the order.

Purchases. It is your obligation to pay for all securities ordered for purchase by your Investment Account in full immediately, on demand or at an agreed upon payment date. When you instruct us to place an order to purchase securities, you understand that we are authorized and directed, on your behalf, to instruct the Broker to transfer funds necessary to settle such order from your Investment Account. The Broker may, in its discretion, require full payment in cleared funds prior to accepting any order. If you do not have sufficient funds in your Investment Account to pay for any order to purchase securities, such order may be rejected.

Daily Purchases. With your Neon Money IA, LLC Membership you may set up recurring daily orders to purchase securities on an individual security or a group of securities present in a Neon Money IA, LLC playlist (“Daily Purchases”). If you set up the Daily Purchase option for your Investment Account, you authorize Neon Money IA, LLC to instruct the Broker to place an order for the securities you have identified in the amount(s) you instruct. We will instruct the Broker to place Daily Purchases as market orders on each applicable day and they will be executed as if you had placed the order manually at that time. If a scheduled Daily Purchase is set to occur on a non-market day it will be placed on the next available market open day, and Daily Purchases may not necessarily occur at the same time on each day of the selected periodic interval. As a market order, the price per share of any given security may have changed from when you set the instruction for Daily Purchases and the price per share may vary for each Daily Purchase. Neon Money IA, LLC may set minimum transaction requirements for Daily Purchases.

We will send you a trade confirmation following the execution of each Daily Purchase but you may not receive prior notification of Daily Purchases before they occur. You may cancel Daily Purchases at any time, but cancellations must be submitted at least one day prior to a scheduled trade date in order to ensure cancellation of the next Daily Purchase. Daily Purchases will continue until canceled or modified by you, Neon Money IA, LLC or the Broker for any reason in your, our or its sole discretion. If you do not have sufficient funds available for any Daily Purchase, the Carrying Broker may make additional attempts to pull funds, wait to retry on the next scheduled Daily Purchase date, or cancel the Daily Purchase altogether. Each Daily Purchase is a separate instruction to Neon Money IA, LLC. We do not exercise any discretion or investment authority over Daily Purchases.

Sales. You may only sell those securities that are owned by you and held by your Investment Account at the time of sale; the Broker will only accept orders to sell securities if you own and hold such securities. Proceeds from a sale of securities from your Investment Account will not be paid to you or placed in your Investment Account until the Broker informs Neon Money IA, LLC that the settlement of the trade is complete.

Settlement of Funds. Settlement of funds for transactions typically takes two (2) business days or more. Prior to settlement of funds for a transaction you may be limited from accessing funds (in the case of a sale transaction) or selling any purchased securities (in the case of a buy transaction) until the transaction has fully cleared and the respective funds and securities have settled and appear in your Investment Account.

After-Market Orders. You cannot engage in after-hours trading. If you place an order in your Investment Account during hours when applicable U.S. stock markets and exchanges are not open for

trading, your order will be placed in queue to be executed at or after the open of U.S. markets and exchanges the next business day. Market conditions for a particular security can fluctuate significantly between close and open of market hours. Neither Neon Money IA, LLC nor the Broker are responsible for any outcome of a transaction resulting from changing market conditions during this time.

Proxy Voting. Neon will vote proxies received with respect to securities in your Investment Account in accordance with our proxy voting procedures, as they may be amended from time to time. Neon shall have no obligation or liability with respect to proxies or other corporate action notices that are not received by Neon at least three business days prior to the deadline for action. You understand that you are appointing Neon Money IA, LLC as your attorney-in-fact to execute and deliver on your behalf proxies and other documentation received with respect to any corporate actions. We will maintain our proxy voting policies, any amendments to them and a record of all proxy votes made on behalf of your Investment Account. We will send you a copy of such records upon your request.

You acknowledge that your Investment Account is a non-discretionary investment management account. As a result, Neon Money IA, LLC does not provide any personalized investment advice in connection with your Investment Account, although we will make reasonable attempts to highlight potential risks of the securities you choose to invest in, or exercise any discretion over investments made in your Investment Account.

You acknowledge and understand that Neon's playlists are aggregated categorizations of individually investable assets. They are not, nor do they claim to be, a passive or managed portfolio of stocks. You should consider your investment objectives and unique risk profile and how any security purchased in your Investment Account, whether alone or in concert with other securities and assets that you own, might affect those objectives when making an investment decision.

You understand and agree that the Neon Money IA, LLC (i) is not a complete investment program; (ii) unless otherwise indicated, does not consider outside assets, concentration, debt or other accounts you may have with other financial institutions; (iii) has limits on quantitative models, profiles and underlying securities; (iv) may not be suitable for all users; and (v) relies on the accuracy of information provided by you in providing investment advice and does not verify the completeness or accuracy of such information.

You acknowledge that none of Neon Money IA, LLC, our representatives, affiliates, and agents, provide tax or legal advice.

Risks of Investing

Losses May Occur. All investments involve risk. As a result, losses may occur, and past performance is not a guarantee or indication of future results or returns. The greatest risk in buying securities is the potential for the value of the security to decrease significantly or entirely. You are solely responsible for any gains or losses in your Investment Account. You should invest carefully, considering your available resources, investing experience, and risk tolerance. You should only invest money you can afford to lose. While diversification may help spread risk, it does not assure a profit or protect against loss in a down market. There is always the potential of losing money when you invest in securities.

Electronic Platform. Information on the Neon Money IA, LLC platform is sourced from a variety of third party Data Providers, and we cannot guarantee that our system will be accessible or function adequately, or that our interfaces with Data Providers or the Broker will operate as anticipated, which may affect the timeliness of the information on our system and your ability to instruct us to place a trade in any particular security at a particular time. Our system depends on services provided by various third parties, including your internet service provider, mobile phone carrier, and other providers of hardware and software that are needed for us to access data provided by the Data Providers and for you to access your Investment Account. We do not control the products or services provided by these third parties and we cannot guarantee they will operate adequately at all times.

Differences Between Stocks. Not all stocks are the same, and each carries a unique profile of many factors including the condition and prospects of the underlying issuer, fees, dividend and voting rights, and trading volume. Some securities cannot be easily sold or converted to cash.

Fractional Shares. Neon Money IA, LLC and the Broker allow you to purchase securities in dollar amounts rather than share quantities and you understand that you may therefore receive fractional shares as a result of any purchase or sale of securities. The Broker may round the amount of fractional shares in a transaction, which may affect your purchase of a fixed dollar amount order. Rounding may also affect your ability to be credited for cash dividends, stock dividends and stock splits, as you will not receive dividends in denominations under one cent.

Fractional shares are not transferable. If you close your Investment Account or transfer your Investment Account to another firm, the fractional shares will need to be liquidated, resulting in potential charges, fees, and loss of value. Fractional shares cannot be put into certificate form and mailed. Fees, charges, and loss of value in connection with a liquidation of fractional shares may match or exceed the value of the fractional share depending on your holdings.

Holders of fractional shares may not have voting rights for the fraction of a share owned. You may need to own the full share of a stock to be able to exercise voting rights.

Confirmations and Statements. It is solely your responsibility to review trade confirmations and Investment Account statements promptly upon receipt. It is your responsibility to promptly notify us of any error on any confirmation or statement for your Investment Account. You agree that Neon Money IA, LLC will not be liable to you for any losses arising in connection with your delay in reporting an error, including but not limited to, losses resulting from market fluctuations.

Custody. Nothing in this Agreement shall be deemed to give Neon custody of your assets or the Investment Account. As set forth above, you are required to establish a brokerage account at the Broker, which will maintain custody of the Investment Account.

Payment for Order Flow. The Broker may receive compensation in connection with directing orders to particular market centers for execution (known as “payment for order flow”). Please review the Broker’s

SEC Rule 606 Disclosure in the Disclosure Library for details on order routing. Details on payment for order flow received in connection with your orders will be provided upon request.

Account Suspension or Termination. Neon Money IA, LLC may for any reason, in its sole discretion, prohibit or restrict your ability to instruct us to place trades from your Investment Account or terminate, close, or suspend your Investment Account for any length of time or permanently. Neon Money IA, LLC may, in its sole discretion, liquidate all assets in your Investment Account and prohibit any and all current or future use of the Investment Account, or transfer your Investment Account to another brokerage firm, to the extent permitted by applicable law. In the event of any such action you will remain responsible for all outstanding obligations to Neon Money IA, LLC and the Broker, including outstanding fees and cash and securities necessary to execute pending transactions. Neon Money IA, LLC and the Broker are not responsible for any losses caused by the liquidation of securities, instruments or other property pursuant to this paragraph, including any tax liabilities.

Commissions and Fees. You are responsible for trade charges, brokerage commissions, mark-ups and other fees imposed by the Broker (the “Fees”), and your Investment Account may be debited to cover such Fees. The Fees will be listed in the Member Fees section of the Disclosure Library. Fees may be implemented or increased from time to time, at the sole discretion of the Carrying Broker. In the event that a Fee is implemented or changed, we will give you prior notice if possible. If not possible, notice will be given to you as soon as practicable after the change is implemented. You acknowledge that you have reviewed the Fees and that they constitute reasonable compensation for the Service.

Taxes. You are responsible for and will pay any applicable taxes, duties and fees, including any interest and penalties with respect thereto, which may be assessed under present or future laws in connection with your Investment Account. You are responsible for reporting all proceeds of sale transactions, dividends paid, or other amounts in your Investment Account to the Internal Revenue Service in accordance with applicable law.

Deduction of Commissions, Fees and Taxes. We may deduct all Fees, charges, expenses, disbursements and taxes as described above directly from your Investment Account. You grant Neon Money IA, LLC express legal authority to use, liquidate or transfer any and all securities, assets or other property in your Investment Account as needed to satisfy any amounts owed by you arising in connection with your Investment Account, to the extent permitted by law.

Error Corrections. We or the Broker may correct any errors that arise in your Investment Account without prior notice to you, including debiting your Investment Account for any amounts or positions incorrectly existing therein and correcting errors with respect to Investment Account holdings or balances. We may take these actions even if they result in a negative balance in your Investment Account.

Monitoring and Recording. We may view, monitor, and record activity in the Neon Money IA, LLC and related to your Investment Account without notice to or permission from you. Any information obtained by monitoring, reviewing, or recording activity is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity as well as by any regulatory agency or self-regulatory body with supervisory authority over us. We may monitor or

record conversations, telephone calls, SMS messages, or electronic communications that you have with our employees or agents for the purpose of verifying instructions, quality control, or for other business reasons. You waive any notice other than this provision that your communications shall or may be recorded at any time.

Account Security. You are solely responsible for keeping your Investment Account login information and password confidential and for monitoring and safeguarding your Investment Account and access to your Investment Account. You acknowledge that we do not know whether a person that has accessed your Investment Account using your credentials is you.

We will consider any action taken from your Investment Account by a user accessing your Investment Account with proper credentials to be an action taken by you. We are not liable for any losses or damages caused by any third party that you authorize or allow to access your Investment Account.

You will notify us as soon as practicable if you become aware of (i) any loss, theft, or unauthorized use of your Investment Account; (ii) any failure by you to receive any communication from us indicating that an order was received, executed or canceled, as applicable; (iii) any failure by you to receive an accurate written confirmation of an order, execution, or cancellation; (iv) any receipt by you of confirmation of an order, execution or cancellation, which you did not place; (v) any inaccurate information in or relating to your orders, account status, account balances, deposits, withdrawals, securities positions or transaction history; or (vi) any other unauthorized use or access of your Investment Account. Upon request, you will report any such activity promptly to legal authorities and will cooperate fully with the legal authorities and us in any investigation of the matter.

Third Party Content. You may be able to access information or data (including Provided Information) provided by third parties through the Neon Money IA, LLC ("Third Party Content"). Third-Party Content is not reviewed, controlled, or examined by us in any way and we are not responsible for the content, availability, advertising, products or other materials of any such Third-Party Content, or any additional links contained therein. Links to Third Party Content in the Neon Money IA, LLC do not imply our or our affiliates' endorsement of or association therewith.

In no event shall we be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of Third Party Content or the information or material accessed through Third Party Content. You should direct any concerns to that site's administrator. We may, in our sole discretion, modify or remove any Third Party Content without notice.

Market Data

Definitions. "Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on the 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.

"Nonprofessional Subscriber" means any natural person who receives market data solely for his/her personal, non-business use and who is not a "Securities Professional."

"Securities Professional" includes an individual who, if working in the United States, is: (i) registered or qualified with the SEC, the Commodities Futures Trading Commission ("CFTC"), any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) engaged as an "investment adviser" 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 "Securities Professional" if he or she performs the same functions as someone who would be considered a "Securities Professional" in the United States.

Generally Applicable Provisions

Proprietary Nature of Data. You 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).

Enforcement. You 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 you or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. You shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against you.

Data Not Guaranteed. You understand that we, any Authorizing SRO, any other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and any information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") do not guarantee the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither you nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, 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, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

Permitted Use. You shall not furnish Market Data to any other person or entity. If you receive Market Data other than as a Nonprofessional Subscriber, you shall use Market Data only for your individual use in your business.

Dissemination, Discontinuance, or Modification. You 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.

Duration; Survival. This Agreement remains in effect for so long as you have the ability to receive Market Data as contemplated by this Agreement, and any provisions herein that are intended or designated to survive termination or expiration of this Agreement shall survive.

Provisions Applicable to Nonprofessionals

Permitted Receipt. You may not receive Market Data as a “Nonprofessional Subscriber” unless the vendor providing that data to you first determines that you fall within the above definition of “Nonprofessional Subscriber.” You may not receive Market Data from us, and we may not provide Market Data to you, on a “Nonprofessional Subscriber” basis unless we first properly determine that you qualify as a “Nonprofessional Subscriber.”

Permitted Use. If you are a Nonprofessional Subscriber, you shall receive Market Data solely for your personal, non-business use.

Personal and Employment Information. If we determine that we need additional information from you to determine whether or not you are complying with the terms of this section, you agree to provide us such additional information upon request, including: (i) your name and address; your occupations; the name(s) and address(es) of your employer(s); your title(s) and/or position(s); and your employment functions (description).

Eligibility. You agree that all the following are true:

- You use Market Data solely for your personal, non-business use;
- You do not receive Market Data for your business or any other entity;
- You are not currently registered or qualified with the SEC or the CFTC;
- You are not currently registered or qualified with any securities agency, any securities exchange, association or regulatory body, or any commodities or futures contract market, association or regulatory body, in the United States or elsewhere;
- Whether you are located within or outside of the United States, you do not perform any functions that are similar to those that require an individual to register or qualify with the SEC, the CFTC, any other securities agency or regulatory body, any securities exchange or association, or any commodities or futures contract market, association or regulatory body;
- You are not engaged to provide investment advice to any individual or entity;
- You are not engaged as an asset manager;

- Except as otherwise permitted under this Agreement, you do not use the capital of any other individual or entity in the conduct of your trading;
- You do not conduct trading for the benefit of a corporation, partnership, or other entity;
- You have not entered into any agreement to share the profit of your trading activities or receive compensation for your trading activities;
- You are not receiving office space, equipment or other benefits in exchange for your trading or work as a financial consultant to any person, firm or business entity.
- You shall notify us promptly in writing of any change in your circumstances that may cause you to cease to qualify as a Nonprofessional Subscriber or that may change your responses to any of the preceding questions.

Consent to Electronic Delivery. You agree to be bound by any affirmation, assent or agreement that you transmit, or have transmitted, to or through the Neon Money IA, LLC website or any interactive platforms made available to you through our website (the website and any such platform(s) are referred to, collectively, as the “Platform”) by computer or other electronic device, including internet, telephonic and wireless devices. This includes, but is not limited to, any consent you give or have given to receive communications from Neon or any of its affiliates solely through electronic transmission.

To the fullest extent permitted by law, any notices, disclosures, forms, privacy statements, reports or other communications, including any tax-related information or documents to the extent provided below (collectively, “Communications”), regarding your Investment Account may be delivered by electronic means, such as by e-mail or through the Platform, and you consent to such electronic delivery. You also acknowledge that e-mail messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. You specifically acknowledge that an e-mail from Neon may be accessed by recipients other than you and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. Neon gives no warranties in relation to these matters.

By entering into this Agreement, you consent to the delivery of tax documents (such as Internal Revenue Service (“IRS”) Form 1099-INT) through the Platform. You may withdraw this consent before any such tax document is furnished. In providing this consent, you also acknowledge that you have received the Information on the Electronic Delivery of Tax Documents included in our Disclosure Library.

You further understand and agree to each of the following:

- As long as your consent remains in effect, we may provide all Communications to you electronically in lieu of providing paper Communications. You have provided Neon with a current e-mail address and agree to update that information as necessary. Unless otherwise required by law, you will be deemed to have received any electronic Communications that are sent to the most current e-mail address that you provided to Neon. Regardless of whether or not you receive an email notification, you agree to check Neon Money IA, LLC or the Neon Money IA, LLC website regularly to avoid missing any information, including time-sensitive or otherwise important communication.
- Neon will not assume liability for non-receipt of notification of the availability of electronic Communications in the event your e-mail address on file is invalid, your e-mail or internet service provider filters the notification as “spam” or “junk mail,” there is a malfunction in your computer,

browser, internet service and/or software or for any other reasons beyond the control of Neon. If you authorize someone else to access the email Investment Account you have provided us, you agree to accept the risk that they will see your sensitive information. You understand that if you use a work email address or computing or communications device, your employer or other employees may have access to communications regarding your Investment Account.

- You may withdraw this consent to receive Communications in electronic form by emailing Neon at support@neomoneyclub.com. If you withdraw your consent to receive Communications in electronic form, Neon may, at its option and in its sole discretion, (i) terminate your Investment Account(s), (ii) restrict or limit the actions you may take through or with respect to your Investment Account(s), including, but not limited to, restricting your ability to execute transactions through the Investment Account and (iii) charge you a fee of \$5 for each paper copy of each Communication that would otherwise have been provided electronically if you had not withdrawn your consent. Any withdrawal of your consent to receive electronic Communications will not affect or impact in any way the terms of this Agreement or your agreement to the Terms of Service for the Platform. Your revocation or restriction of consent, your request for paper delivery, or our delivery of paper copies of Communications will not affect the legal effectiveness or validity of any electronic Communication provided while your consent was in effect.
- All communications provided to you electronically shall be deemed delivered to you when sent, whether actually received or not. You agree that Neon Money IA, LLC fulfills its legal obligation to deliver to you any document if sent via electronic delivery. You agree that the electronic copy of any Communication is considered to be the authentic, complete and enforceable record of such document. Such document is admissible in a judicial, administrative or arbitration proceeding just as if the document were in printed form.

Required Technology. You understand that to receive electronic delivery of notifications, you must have access to a computer or mobile device with internet access, a valid email address, and the ability to download applications and information and a printer if you wish to retain paper copies of the communications. All email sent to and from us is subject to archival, monitoring, review by, and disclosure to, someone other than the recipient, such as our compliance personnel and applicable regulators. Potential costs associated with electronic delivery of Communications may include charges from internet access providers and telephone companies, and you agree to bear those costs.

Telephone Consumer Protection Act (TCPA) Disclosure. The services Neon provides rely heavily on its ability to reach out to you via telephone. This includes calls and text messages. By accepting this Agreement, you agree that Neon, its affiliates and associated entities may contact you via telephone call (live and pre-recorded) or text message from time to time in connection with instances including, but not limited to communicating account changes, extending offers, servicing your account and resolving payment delinquency. You may opt-out of marketing and collections related communications by sending us an email to support@neomoneyclub.com. Servicing communications may not be opted out of.

No Warranty. YOUR USE OF THE NEON MONEY IA, LLC OR ANY OTHER SERVICE PROVIDED BY US OR ANY OF OUR AFFILIATES IS SOLELY AT YOUR OWN RISK. ALL SERVICES PROVIDED BY US AND OUR AFFILIATES, INCLUDING THE NEON MONEY IA, LLC, ANY DATA OR INFORMATION, GRAPHICS, TEXT, LINKS TO OTHER WEBSITES, OR OTHER INFORMATION AND CONTENT IS PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO, ANY WARRANTIES CONCERNING THE TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, OR FREEDOM FROM INTERRUPTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, OTHER THAN THOSE WARRANTIES WHICH ARE REQUIRED BY APPLICABLE LAW.

WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE NEON MONEY IA, LLC AT ANY PARTICULAR LOCATION OR FOR ANY CONTINUOUS PERIOD OF TIME.

Limitation of Liability. Except as otherwise provided by applicable law, Neon Money IA, LLC, our affiliates, our respective officers, directors, and employees, or agents (the “Indemnified Parties”), are not 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 direct or indirect, related or not related to a third party claim, or otherwise) (collectively, “Losses”) by or with respect to any matters pertaining to your Investment 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 Neon Money IA, LLC’s or any of its affiliates’ gross negligence or willful misconduct;
- Losses incurred as a result of: (i) any error, omission, deletion, untimeliness, incorrect sequencing or defect in your Investment Account or the services provided under this Agreement; (ii) any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of your Investment Account or the Neon Money IA, LLC; (iii) any inaccuracy, error or delay in, or omission of any Provided Information, information or message, or the transmission or delivery of any such Provided Information, information or message; (iv) any access, authorized by you, of a third party of your Investment Account, including access provided through any other third party systems or sites; (v) the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including broker-dealers, clearing firms, and banks) or any of their respective agents or affiliates, of its or their obligations relative to you or any securities; (vi) any Losses caused by anything over which the Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, market data availability or quality, exchange rulings or suspension of trading; and (vii) any “force majeure” (including 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 special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that incurred in connection with your Investment Account, your use of the Neon Money IA, LLC, or any services provided under this Agreement.

Indemnification. In addition to, and in no way limiting, your indemnification obligations elsewhere in the Neon Money IA, LLC Terms, you agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses, whether claimed by you or a third party, resulting from: (i) your or your agent's use of your Investment Account; (ii) any breach by you of any of the terms and conditions of this Agreement; (iii) any third party use of your Investment Account authorized by you; (iv) any third-party actions related to your receipt and use of any information, Provided Information, Third Party Content, or other such information obtained through the Neon Money IA, LLC, whether authorized or unauthorized under this Agreement; (v) any third-party actions related to your use of the Neon Money IA, LLC; (vi) your or your agent's misrepresentation or alleged misrepresentation, or act or omission; (vii) Indemnified Parties following your or your agent's directions or instructions, or failing to follow your or your agent's unlawful or unreasonable directions or instructions; (viii) any activities or services of the Indemnified Parties in connection with your Investment Account (including any technology services, reporting, trading, or other services); or (ix) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to you.

Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction, and your agreement to this arbitration provision shall not preclude you from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Arbitration under this section shall be initiated by written demand for arbitration specifying the controversy or claim on which you seek arbitration, as well as the relief requested. The arbitrator shall render its decision to you and to Neon in writing together with the underlying reasoning, including separate statements of findings of facts and conclusions of law, no later than 60 days after completion of hearings, but in no event later than 180 days from the date of appointment of the arbitrator. You and Neon both agree to use all commercially reasonable efforts to assure that this arbitration procedure, once started, shall be completed as expeditiously as possible. The decision of the arbitrator shall be final and binding upon you and Neon, and judgment upon the award rendered may be entered in any court having appropriate jurisdiction. This arbitration agreement is intended to be self-executing. The expenses of arbitration shall be borne by the party against whom the decision is rendered or apportioned in accordance with the decision of the arbitrator in the event of a compromise decision. All notices from one party to the other relating to any arbitration hereunder shall be in writing and shall be effective if given in accordance with the provisions of this Agreement. Notwithstanding anything to the contrary herein, the arbitration provisions set forth herein, and any arbitration conducted thereunder, shall be governed exclusively by the Federal Arbitration Act, Title 9, United States Code and by the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, to the exclusion of any state or municipal law of arbitration.

Waiver. This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under applicable law. If you are a foreign national, non-resident alien, or if you do

not reside in the United States, you agree to waive your right to file an action against us in any foreign venue.

Class Action Claims. 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: (a) the class certification is denied; or (b) the class is decertified; or (c) the member 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.

Miscellaneous Provisions

You may not assign this Agreement or any rights or obligations under this Agreement without prior written consent of Neon Money IA, LLC. Neon Money IA, LLC may assign, sell, or transfer your Investment Account and this Agreement, or any portion thereof, at any time, without your prior consent.

If any provision of the Neon Money IA, LLC Terms is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

In addition to any provision herein intended by their nature to survive, the following sections of this Agreement shall expressly survive any termination or expiration: Market Data, No Warranty, Limitation of Liability, Indemnification, Arbitration, Waiver, Class Actions, and Miscellaneous Provisions.

The Neon Money IA, LLC Terms contain the entire agreement between Neon Money IA, LLC and you regarding your Investment Account. No waiver of any term of the Neon Money IA, LLC Terms will be deemed a further or continuing waiver of such term or waiver of any other term. This Agreement and all transactions made in your Investment Account shall be governed by the laws of the State of New York, without giving effect to its conflicts of laws principles.