

Revised October 14, 2021

## MarinationMusic LLC User Agreement

This User Agreement (“Agreement”) sets out the terms and conditions pursuant to which MarinationMusic LLC and their agents and assigns (collectively in this Agreement, “MariNation”) may open and operate one or more accounts on your behalf. In this Agreement, “User”, “you”, or “your” (or similar) refer to the Account owner, and “we”, “us” or “our” (or similar) refers to MariNation. References to this “Agreement” include these terms and conditions as well as any other agreements or disclosures that apply to your Account, each as amended or supplemented from time to time. By using the Site and/or Application, you can use our interactive platform to obtain various investment services. Our services allow you to open an account that we manage on your behalf.

BY AGREEING TO THIS AGREEMENT AND OPENING OR USING AN ACCOUNT, YOU EXPRESSLY AGREE TO THE TERMS OF THIS AGREEMENT AND ANY OTHER AGREEMENTS OR TERMS INCORPORATED INTO IT. CLICKING OR TAPPING “SUBMIT APPLICATION”, “AGREE” OR ANY SIMILAR BUTTON OR ACKNOWLEDGEMENT AS PART OF THE APPLICATION PROCESS, IS LEGALLY EQUIVALENT TO MANUALLY SIGNING THIS AGREEMENT, AND YOU WILL BE LEGALLY BOUND BY THIS AGREEMENT WHEN YOU CLICK OR TAP SUCH BUTTON.

THIS AGREEMENT AND ITS TERMS MAY BE SUPPLEMENTED OR AMENDED FROM TIME TO TIME BY MARINATION BY NOTICE TO YOU, AND SUCH NOTICE REQUIREMENT MAY BE SATISFIED BY THE REVISED TERMS BEING POSTED ON THE MARINATION WEBSITE, AND YOU AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. BY CONTINUING TO MAINTAIN ANY ACCOUNT OR ACCESS ANY SERVICES WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, YOU ARE DEEMED TO ACCEPT THE TERMS OF THE REVISED AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF YOU REQUEST OTHER SERVICES PROVIDED BY MARINATION THAT REQUIRE YOU 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. YOU ALSO UNDERSTAND THAT BY CLICKING OR TAPPING “SUBMIT APPLICATION” YOU HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 39 HEREIN.

THIS AGREEMENT IS A LEGAL AGREEMENT AND IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND ITS TERMS BEFORE AGREEING TO IT. IF YOU HAVE ANY QUESTIONS YOU SHOULD CONTACT [marinationmusic@gmail.com](mailto:marinationmusic@gmail.com) OR SEEK INDEPENDENT ADVICE.

1.1.

### 1. Your Account.

When you open or apply to open an Account to access services on the MarinationMusic Website or the MariNation mobile application(s) (each, an “App” and the App and the Website, together with any programs, tools, features, functionality, services, transactions, and Content provided through or in connection with the Website and the Apps, the “Platform”), you are

entering into direct contractual relationships with MarinationMusic LLC. “Website” means the [marinationmusic.com](http://marinationmusic.com) website, and any others through which MariNation offers services.

1.2. To be eligible to open or have an Account you must be at least 18 years old, and otherwise be legally permitted to have an Account and in compliance with the terms and conditions of this

Agreement and Applicable Law, as well as any other eligibility criteria we may implement from time to time. "Applicable Law" includes all federal securities laws and regulations, the applicable laws and regulations of any state or jurisdiction, the rules of any applicable self-regulatory organization of which MariNation is a member and rules, regulations, customs, and usages of the exchange or market or clearing house, if any, where transactions are executed.

1.3. Your Account is self-directed and, except as provided in Section 1.4 below, you are solely responsible for any and all investments placed in your Account, for your investment decisions, and for determining the suitability of any particular transaction, security, or investment strategy. You agree that all deposits entered by you (or on your behalf) are based on your own investment decisions.

1.4. You agree and understand that MariNation or persons acting on MariNation's behalf does not provide any investment advice or recommend any particular security, transaction, or order, or other matter connected with your Account, nor will they advise you about the merits of any action or investment decision relating to your Account or any security you hold, unless specifically agreed upon in writing and clearly identified by MariNation as an individualized investment recommendation for you. MariNation & MarinationMusic LLC is in no way shape or form an investment advisor, broker, or any entity that requires licensed practice to invest equities on behalf of others. You are investing into MarinationMusic LLC once you have created an account giving the company free mobility to operate how it sees fit.

1.5. You appoint MarinationMusic LLC as your agent for the purposes of carrying out your directions and instructions to MarinationMusic LLC in accordance with this Agreement, including all instructions you input or deliver via the Platform. You authorize MarinationMusic LLC to open or close your Account, place and withdraw orders and take such other steps as are reasonable to carry out your instructions or directions. You understand MarinationMusic LLC provides investment services through the Platform and you agree to receive and transmit financial information and instructions through such electronic means.

## 2. User Representations and Responsibilities.

### 2.1. Information Accuracy.

Where you provide MariNation with any information in any form from time to time in connection with your Account or your application for an Account or any services, you represent and warrant that such information is complete, true, accurate, and correct. You acknowledge that knowingly giving false information for the purpose of inducing MariNation to extend credit is a federal crime.

If any information that you have provided to MariNation changes, you agree to promptly notify MariNation of such changes in writing within ten days. You agree that this Agreement, the account application, and any other document you furnish in connection with your Account is MariNation's property.

### 2.2. About you

You represent and warrant that:

1. (a) You are at least 18 years old, and you are of legal age under the laws of the jurisdiction where  
  
you reside.

2. (b) You are authorized to enter into this Agreement.
3. (c) You are the sole owner of the Account. No other person has any interest in the Account opened

pursuant to this Agreement.

4. (d) Except as otherwise disclosed to MariNation in writing, neither you nor any member of your 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. You agree to promptly notify MariNation in writing if you or a member of your immediate family becomes registered or employed in any of the above-described capacities.
5. (e) You are not a "Securities Professional" (as defined in the Market Data Addendum), and you are using the Account for your own personal, non-business, use.
6. (f) You are not an officer, director, or 10% stockholder of any publicly traded company.

### 2.3. Risks.

You acknowledge and 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. You are solely responsible for all investment decisions associated with your Account.

### 2.4. Review of Confirmations and Statements.

You agree that it is your responsibility to review confirmations and statements of your Account promptly upon receipt. These documents will be considered binding on you unless you notify us of an objection within two days from the date confirmations are sent or within ten days after Account statements are sent.

Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, MariNation reserves the right to determine the validity of your objection. If you object to a transaction for any reason, you understand and agree that you are obligated to take action to limit any losses that may result from such transaction and that you will bear sole responsibility for any losses relating to the transaction, even if your objection to the transaction is ultimately determined to be valid. Nothing in this clause shall limit your other responsibilities in this Agreement.

### 2.5. Orders and instructions.

Any instruction or order given for your Account, including via the Platform or using your Account username or password, will be treated as being from you and fully authorized by you. You agree that MariNation shall be entitled (but not required) to act upon any oral instructions given by you so long as MariNation reasonably believes such instruction was actually given by you. You instruct and authorize MariNation to rely on such instruction or order without further inquiry, and agree that MariNation will not be liable for doing so.

You agree not to allow any person access to your Account, your Account username or password, or permit any other person to give orders or instructions on your Account to MariNation, without the prior

consent of MariNation. If any other person has access to your Account, your Device, your Account username or password, that is solely at your own risk.

MariNation reserves the right to require full payment in cleared funds prior to the acceptance of any deposit. You agree to pay for purchases immediately or on MariNation's demand. In the event that you fail to provide sufficient funds, MariNation may, at its option and without notice, (i) charge a reasonable rate of interest, (ii) liquidate your account, or (iii) sell other Property owned by you and held in your Account. MariNation may also charge any consequential Loss to your Account. "Property" includes all monies, securities, contracts, investments, and options, whether for present or future delivery, and all related distributions, proceeds, products, and accessions.

## 2.6. Assistance by MariNation.

On your request, MariNation may provide support you understand that when you request support, help, or assistance from MariNation in any form orally, electronically, or in writing (each, a "Support Request") in using the Platform, any of MariNation's services, any investment tools available on the Platform, or any other information or thing or service provided by MariNation, that Support Request and assistance provided relating to it will be limited to functional or operational explanation or assistance and, if requested by you, to the entry or correction by MariNation or its Representatives of information or variables provided by you, and that such assistance and any communication from MariNation or its Representatives in connection with a Support Request does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.

## 2.7. No Advice.

You understand that MariNation does not provide any advice to you, and in particular MariNation does not provide any tax, legal, financial, or accounting advice. You are encouraged to consult your own tax advisor or attorney.

## 2.8. Discontinuation of Services.

You understand that MariNation may discontinue your Account or any services related to your Account immediately by providing written notice to you.

MariNation will not tolerate any foul or abusive language, physical violence, threatening behavior, or other inappropriate conduct directed toward MariNation, or its or its Affiliates' officers, employees, contractors, or users. Any such behavior, as determined by MariNation in its sole discretion, may result in the discontinuation of your Account.

If MariNation discontinues your Account or any services related to your Account, you agree that MariNation is authorized to (i) liquidate any Property in your Account and send you any net proceeds (after satisfying any Obligations), and (ii) close your Account. This is without limitation to MariNation's other rights under this Agreement or otherwise. "Obligations" includes all indebtedness, debit balances, liabilities, or other obligations of any kind of you to MariNation, whether now existing or hereafter arising.

MariNation will not be responsible for any Losses caused by MariNation discontinuing your Account or any services, or any liquidation of your Property, or closure of your Account, including any tax liabilities.

## 2.9. No Business Use

You may only use the Platform for your own personal, non-business, non-commercial use.

## 2.10. Promotions Programs

You agree to the terms or conditions of any MariNation promotions programs that you participate in. You understand that any such promotions may have significant limitations on eligibility or rewards.

## 2.11. Third Party Authorized Representatives.

You agree not to allow any person access to your Account, or your Account username or password, or permit any other person to give orders or instructions on your Account to MariNation, without the prior consent of MariNation.

MariNation may in its discretion from time to time permit you to appoint your duly Authorized representative or agent to act on your behalf with respect to your Account (your "Third Party Authorized Representative"), subject to any conditions that MariNation may require. You are solely responsible for any risks associated with your Third Party Authorized Representative, including any actions, decisions, or conduct of your Third Party Authorized Representative. You instruct MariNation to treat any order or instruction from your Third Party Authorized Representative as if that order or instruction was directly from you for the purposes of this Agreement, and to assume that such order and instruction is valid and authorized without further inquiry.

MariNation is not responsible for determining and will not determine whether any Third Party Authorized Representative has authority to perform any actions generally or specifically with respect to your Account or your Property, and does not determine the validity of your Third Party Authorized Representative's status or capacity. You will be bound by any order or instruction given by your Third Party Authorized Representative, and irrevocably ratify any action taken by your Third Party Authorized Representative connected with your Account.

## 3. Account Security.

In order to set up and access your Account, you will be required to create or will be given security details, including an Account username and password. You are solely responsible for monitoring and safeguarding your Account and access to your Account. You are solely responsible for keeping your Account username, password, your PIN, and other Account details safe, and for the safety and security of any electronic devices through which you access your Account (which may include your phone, tablet, computer, or any similar device) (a "Device"). "PIN" means your Card PIN number. This includes taking all reasonable steps to avoid the loss, theft, or misuse of such Device, for instance engaging available protections provided by your Device, such as passcodes, biometric login (such as via a fingerprint or a face-scan), or similar, and keeping your Account username, password, PIN, and other Account details safe and secret at all times. Any loss or compromise of your Device, your email account, your Account username or password, your PIN, or other security details, may result in unauthorized access to your Account by third parties.

You agree to immediately notify MariNation immediately and in any event within 24 hours if you become aware of: (i) any loss, theft, or unauthorized use of your Account, Account username or password, your PIN, or your Card; (ii) any failure by you to receive any Account communication such as confirmation of an order or a statement; (iii) any receipt by you of an Account communication that you do not recognize such as a confirmation of an order that you did not place; (iv) any inaccurate information in or relating to Account balances, deposits, withdrawals, or transaction history; (v) any receipt by you of a security notification concerning your Account that notifies you of an event or action that you do not recognize; or (vi) any other unauthorized use or access of your Account. Each of the events described in (i)-(vi) of this clause will be a "Potential Fraudulent Event".

Upon request by MariNation, you agree to report any Potential Fraudulent Event promptly to legal authorities and provide MariNation a copy of any report prepared by such legal authorities. You agree to

cooperate fully with the legal authorities and MariNation in any investigation of any Potential Fraudulent Event, and to complete any required affidavits promptly, accurately, and thoroughly. You agree to allow MariNation access to your Device, and your network in connection with MariNation's investigation of any Potential Fraudulent Event. You acknowledge that if you fail to do any of these things, you may encounter delays in regaining access to the funds in your Account. You agree to indemnify and hold MariNation, its Affiliates, and their respective officers, directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event.

You understand that, pursuant to FINRA regulations, MariNation is authorized to contact the "Trusted Contact Person" (as defined by FINRA Rule 4512) designated for your Account and to disclose information about your account to address possible financial exploitation, to confirm the specifics of your 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.

#### 4. Important Information Needed to Open or Maintain an Account.

To help the government better detect the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, when you open or apply to open an Account MariNation will ask for your name, residential address, date of birth, social security number (or other personal identification number), telephone number, citizenship, and other identifying information. MariNation may also ask for copies of your driver's license, passport, or other unexpired, government-issued identifying documents with a photograph. From time to time, MariNation may ask you to confirm or re-verify your identity, or may require that you provide certain additional documents.

You understand that MariNation may take steps to verify the accuracy of the information you provide to MariNation relating to your Account in your application or otherwise. You authorize MariNation or its agents or third-party vendors to contact any person or firm noted therein or in any other information you may provide to MariNation from time to time, or any other normal sources of debit or credit information and other similar databases, and authorize any such person or entity to furnish such information about you as may be requested or required by MariNation. You acknowledge that MariNation may restrict your access to your Account pending such verification. You will provide prompt notification to MariNation of any changes in the information including your name, address, e-mail address, and telephone number.

You authorize MarinationMusic LLC to obtain reports and provide information to others concerning your creditworthiness and business conduct. Upon your request, MarinationMusic LLC agrees to provide you a copy of any report so obtained. MariNation 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.

You acknowledge that if you attempt to access your Account from a jurisdiction subject to certain U.S. sanctions or if you are ordinarily resident in such a jurisdiction, or if MariNation believes that you are attempting such access or have become a resident in such a jurisdiction, MariNation may restrict your Account, and any pending orders may be cancelled. MariNation is not liable for any Losses, including any trading losses, that you may suffer as a result. If this happens, you should contact [marinationmusic@gmail.com](mailto:marinationmusic@gmail.com), and you may be asked to provide supplemental information as part of this process. You agree that you will notify MariNation and close your Account before establishing residency in any jurisdiction subject to U.S. sanctions.

## 5. Applicable Laws and Regulations.

All transactions in your Account will be subject to all applicable laws. In no event will MariNation be obligated to effect any transaction or provide any service or take any action that it believes would or might violate or be contrary to any applicable laws.

## 6. Content.

We may provide or make available to you certain content or information which may include news, articles, commentary, research, links to outside websites, and other information accessible through the Platform, but excluding brokerage services (such content or information, "Content"). Content may be prepared by third parties and independent external providers not affiliated with MariNation ("Providers"). If we provide or make Content available to you, this does not grant you any rights over or in that Content. You may not and agree that you will not reproduce, sell, market, distribute, or otherwise commercially use the Content in any matter. MariNation may terminate your access to the Content at any time.

Content is provided or made available to you on an "as is" and on an "as available" basis and should not be considered as any form of advice or recommendation for you or your Account, or a recommendation by MariNation to buy or sell any securities or to engage in any investment strategy. Your use of any Content is at your own risk. We do not make any warranty of any kind, express or implied, regarding the Content or the accuracy, completeness, timeliness, or otherwise of the Content.

MariNation does not produce or provide first-party research providing specific investment strategies such as buy, sell, or hold recommendations, first-party ratings, or price targets. To the extent any Content is prepared by MariNation or its associated persons and made available via that Platform or by other means, that Content is intended for informational and educational purposes only and does not constitute either research or a recommendation to enter into any securities transactions or to engage in any investment strategies.

Any views expressed in any third-party Content are not the views of MariNation. MariNation is not responsible for any third-party website or anything contained on or connected with any third-party website.

## 7. Restrictions on Trading, Deposits, Withdrawals and Use of Services.

You understand that MariNation may at any time, at its sole discretion and without prior notice to you: (i) prohibit or restrict your access to the use of the Platform or related services; (ii) restrict your ability to deposit or withdrawal funds, or (iii) terminate your Account. The closing of your Account will not affect the rights or obligations of either party incurred prior to the date your Account is closed.

MariNation may restrict your Account from withdrawals, but not limited to, the following reasons: if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if MariNation receives reasonable notice that ownership of some or all of the assets in your Account are in dispute. You will not hold MariNation liable for any loss that you may incur due to MariNation's refusal to permit any deposit, withdrawal or transaction.

In the event of a breach or default by you under this Agreement, MariNation 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.

## 8. Waiver; Limitation of Liability; Indemnification.

You agree that your use of the Platform or any other service provided by MariNation or its Affiliates is at your sole risk. The MariNation services (including the Platform, the provision of Market Data, Content, or any other information provided by MariNation, 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.

Although considerable effort is expended to make the Platform and other operational and communications channels available around the clock, MariNation does not warrant that these channels will be available and error free every minute of the day. You agree that MariNation will not be responsible for temporary interruptions in service due to maintenance, Platform changes, or failures, nor shall MariNation be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature (including earthquakes and storms), labor disputes and armed conflicts.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT MARINATION, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE PROVIDERS (COLLECTIVELY THE “MARINATION PARTIES”) WILL NOT BE LIABLE TO YOU OR TO THIRD PARTIES FOR ANY LOSSES YOU INCUR (MEANING CLAIMS, DAMAGES, ACTIONS, DEMANDS, INVESTMENT LOSSES, OR OTHER LOSSES, AS WELL AS ANY COSTS, CHARGES, ATTORNEYS’ FEES, OR OTHER FEES OR EXPENSES) BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THEIR RESPECTIVE SYSTEMS, 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, MariNation or any of its affiliates or respective partners, officers, directors, employees or agents (collectively, “Indemnified Parties”) shall have no liability for, and you agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by you with any of the terms and conditions of this Agreement; (ii) any third- party actions related to your receipt and use of any Market Data, Content, market analysis, other third-party content, or other such information obtained on the Platform, whether authorized or unauthorized under this Agreement; (iii) any third- party actions related to your use of the Platform; (iv) your or your agent’s misrepresentation or alleged misrepresentation, or act or omission; (v) 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; (vi) any activities or services of the Indemnified Parties in connection with your 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 you. Further, if you authorize or allow third parties to gain access to MariNation’s services, including your Account, you will indemnify, defend and hold harmless the Indemnified Parties against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. MariNation does not warrant against loss of use or any direct, indirect or consequential damages or Losses to you caused by your assent, expressed or implied, to a third party accessing your Account or information, including access provided through any other third-party systems or sites. The indemnity provided for in this section shall not be construed as limiting your ability to bring a claim against the Indemnified Parties or receive an award or judgment from MariNation that you would be entitled to bring or receive under any applicable laws.

You consent to the use of automated systems or service bureaus by MariNation and its respective affiliates in conjunction with your Account, including automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "Automated Systems"). You 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 you. You understand and agree that Indemnified Parties will have no liability whatsoever for any of your Losses arising out of or relating to a System Failure.

You also agree that Indemnified Parties will have no responsibility or liability to you 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. You agree that Indemnified Parties will have no liability, to you or to third parties, or responsibility whatsoever for: any Losses (including special, indirect, incidental, consequential, punitive or exemplary (including lost profits, trading losses and damages)) 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.

## 9. Effect of Attachment or Sequestration of Accounts.

MariNation shall not be liable for refusing to obey any orders given by or for you with respect to your Account that has or have been subject to an attachment or sequestration in any legal proceeding against you, and MariNation shall be under no obligation to contest the validity of any such attachment or sequestration.

## 10. Event of Death.

It is agreed that in the event of your death, the representative of your estate or the survivor or survivors shall immediately give MariNation written notice thereof, and MariNation 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 MariNation may deem advisable to protect MariNation against any tax, liability, penalty or loss under any present or future laws or otherwise.

Notwithstanding the above, in the event of your death, MariNation incur all assets in account if no other appointed party is named, but MariNation shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, MariNation may in Its discretion close out any or all of the Account without awaiting the appointment of a personal representative for your 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 MariNation 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 MariNation 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 MariNation's rights under this Agreement to take any action that MariNation could have taken if you had not died.

## 11. Tax; Tax Reporting; Tax Withholding.

### 11.1. Tax.

You acknowledge that it is your responsibility to declare and pay any income, gains, or similar to all applicable tax authorities, make any tax filings, and to pay any and all taxes, duties, or similar (“tax”) when due in all applicable jurisdictions. You undertake and warrant to MariNation that you will do so and will comply in full with all applicable tax laws and obligations to which you are subject.

### 11.2. Reporting.

The proceeds of sale transactions and dividends (and substitute payments in lieu of dividends) paid will be reported to the Internal Revenue Service (“IRS”) in accordance with applicable law.

### 11.3. U.S. Persons.

This subsection is applicable if you are a U.S. person. Under penalties of perjury, you certify that the taxpayer identification number that you have provided or will provide to MariNation (including any taxpayer identification number on any Form W-9 that you have provided or will provide to MariNation) is your correct taxpayer identification number. You certify that you are not subject to backup withholding and you are a United States Person (including a U.S. resident alien) as such term is defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (“U.S. Person”). If a correct Taxpayer Identification Number is not provided MarinationMusic LLC, you understand you may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to you. Backup withholding taxes are sent to the IRS and cannot be refunded by MarinationMusic LLC. You further understand that if you waive tax withholding and fail to pay sufficient estimated taxes to the IRS, you may be subject to tax penalties.

### 11.4. Non-U.S. Persons.

This subsection is applicable if you are not a U.S. Person. You certify that you fully understand all the information on any Form W-8BEN that you have submitted or will submit to MariNation. Under penalties of perjury, you declare that (i) you have examined all the information (including all the information in the English language) on any Form W-8BEN that you have submitted or will submit to MariNation and (ii) to the best of your knowledge and belief all such information is true, correct, and complete. You authorize MariNation to provide any such Form W-8BEN to MarinationMusic LLC or any withholding agent that has control, receipt, or custody of the income of which you are the beneficial owner or any withholding agent that can disburse or make payments of the income of which you are the beneficial owner. You agree that you will submit a new Form W-8BEN to MariNation within 30 days if any certification made on any previously submitted Form W-8BEN becomes incorrect. You understand that the IRS does not require your consent to any provisions of such Form W-8BEN other than the certifications required to establish your status as a non-U.S. Person and, if applicable, obtain a reduced rate of withholding.

## 12. Fees and Charges.

You understand that MariNation does not charge fees or commissions. However, you understand that other fees may apply. The current fees are included in the fee schedule available on the Platform. You agree to pay any such fees at the then-prevailing rate. You acknowledge that the prevailing fees may change and that change may occur without notice. You agree to be bound by such changes once they are posted in the fee schedule available on the Platform. You also agree to pay all applicable federal,

state, local, and foreign taxes, and any fees, costs, or expenses incurred by MariNation in connection with collection of any unpaid balance due on your Account, including attorney's fees allowed by law.

You authorize MariNation to automatically debit your Account for any fees, charges or other amounts owed to MariNation by you, and for any taxes owed by you.

### 13. ACH Transactions.

#### 13.1. Debit Transactions.

MariNation will initiate an ACH debit at your request to debit funds from an account that you own at another financial institution ("External Account") for deposit into your Account. You understand that in order for MariNation to initiate an ACH debit, the financial institution holding your External Account must participate in the ACH system. You understand that for the ACH transfers to be established, at least one common name must match exactly between your Account and your External Account. You authorize MariNation to take such steps as it deems appropriate to verify your ownership of External Account, including by telling the bank at which such External Account is held that you have authorized and consented to such bank disclosing to MariNation any information that MariNation may request about you or your External Account. You also agree to cooperate with MariNation's verification of your ownership of such External Account by promptly providing any identification or other documentation that MariNation may request regarding such External Account. You represent and warrant that there are sufficient funds in your External Account to cover the amount of the deposit to your Account. MariNation will initiate the ACH debit to your External Account on the Business Day or next Business Day after you request the transfer. A transfer request will be deemed to have been made on a Business Day if it is received by MariNation by 7:00 p.m. Eastern on such Business Day; if received after that time, the transfer request will be deemed to have been made on the next Business Day. "Business Days" are Monday through Friday, excluding U.S. federal holidays.

Within 60 days of the date of your ACH deposit, your funds may only be withdrawn to the External Account from which such funds were debited.

You understand that an ACH debit transfer may be reversed or rejected if: (A) there are insufficient funds in your External Account; (B) there is a duplicate transaction; (C) the transaction is denied by the bank holding your External Account; or (D) your External Account does not support ACH transfers. You acknowledge that in the event of an ACH reversal, you will incur a fee. Before initiating making an ACH debit transfer, you agree to check the most recent MarinationMusic LLC [Fees Schedule](#) available in the Disclosure Library. You agree that you are solely liable and responsible for any ACH reversal fees that you incur.

#### 13.2. Credit Transactions.

MariNation will initiate an ACH credit at your request to transfer funds from your Account to a recipient that you designate. You agree that you will have sufficient Available Funds in your Account to cover the amount of any ACH credit that you ask MariNation to initiate. MariNation will debit the amount of such request from your Account on the Business Day or next Business Day after you request the transfer. A transfer request will be deemed to have been made on a Business Day if it is received by MariNation on such Business Day; if received after that time, the transfer request will be deemed to have been made on the next Business Day.

You agree that MariNation may use any means which MariNation, in its sole discretion, considers suitable to execute your ACH credit transfers.

## 14. Recurring Investments

Except as expressly stated otherwise, the provisions of this Section will only apply if you are enrolled in MariNation's Recurring Investments ("RI"). As it relates to this Section, "Recurring Eligible Security" means all shares available for fractional investing through MariNation that MariNation supports for Recurring Investments.

MariNation will process RI orders on the schedule that you choose for a Recurring Eligible Security. If MariNation is unable to process an RI order on the specified day, it will process the order as soon as reasonably possible thereafter, which may take up to five Business Days. If your RI order falls on a day that the market is closed, like a weekend or holiday, it will be scheduled for the next trading day. On partial market holidays, recurring orders will process earlier in the day to accommodate for the early market close.

You understand that your participation in RI is voluntary and that MariNation has not made any recommendation that you should participate. You further understand that MariNation is not recommending or offering any advice regarding the purchase of any security included as a Recurring Eligible Security in RI. You further understand that recurring investment does not assure profits on your investments, nor does it protect against losses in declining markets.

You may delete your recurring investments at any time by giving notice through the Platform. Deleting a recurring investment will take effect prior to the next scheduled RI order, unless the request to delete is made fewer than 2 business days prior to the next recurring investment, in which case the request to delete will take effect prior to the following RI order. If the Platform makes this option available, you may also pause or skip a specific RI order. You understand that your notice to delete recurring investments will not affect any obligations that may result from transactions initiated prior to MariNation's receipt and processing of your notice.

## 15. Disclosure of Information.

You agree and understand that all disclosures of your non-public personal information shall be made in accordance with the terms of this Agreement or the MariNation Privacy Policy (available in the Disclosure Library), as applicable. You agree that your consent to sharing certain types of non-public personal information will remain in effect until you revoke such consent by updating your settings.

In addition, you understand and agree that MariNation may disclose information about your Account and your related activities to third parties under the following circumstances: (i) As necessary to complete your Payment transactions; (ii) to investigate any complaint, disputed transaction, transaction inquiry, or request you make or as necessary to investigate potential fraud, money laundering, or other misuse related to your Account; (iii) to respond to requests from credit bureaus, creditors, or other third parties for account-related information, to the extent such inquiries are necessary for processing your transactions or are usual and customary in the course of servicing similar products or accounts; (iv) as necessary to comply with any applicable law, regulation, government, or court order or subpoena; or (v) in accordance with your written permission or as otherwise permitted under the MariNation Privacy Policy.

## 16. Deposits.

### 16.1. General; Holds.

You acknowledge and agree that funds that you deposit to your Account may be subject to one or more hold periods. You understand and agree that MariNation reserves the right to modify the schedule at any time by posting an updated schedule.

for Payments, withdrawal, or the settling of transactions. You further understand and agree that MariNation reserves the right to further delay making deposited funds available for periods longer than the hold period schedule to the extent MariNation determines that additional time is needed to verify information about the item deposited or the sender or if MariNation otherwise believes there is a risk of fraud or other unlawful activity with respect to your Account.

#### 16.2. Mistaken Deposits.

If funds are deposited or transferred into your Account by mistake or otherwise, you agree that MariNation may correct the situation and deduct any interest paid by Participating Depository Institutions (as such term is defined in Section 26), if applicable, without prior notice to you.

#### 16.3. Returned Funds.

You acknowledge and agree that you are responsible for returned transactions. If you have funds transferred into your Account and that transfer is returned for any reason, MariNation may charge the transfer and interest paid by Participating Depository Institutions, if applicable, against your Account, without prior notice to you.

### 17. Electronic Fund Transfers.

You understand that your Account may be eligible for a variety of EFTs, which may be subject to separate agreements, terms, and conditions. These services may include use of the Card and the “Move Money” functionality of the Platform. You understand that you may be required to agree to separate terms and conditions governing the particular service you use to initiate EFTs. In addition, you understand and agree that your use of EFT services is subject to the disclosures set forth in The Electronic Fund Transfer Disclosures Addendum located at the end of this Agreement, and acknowledge that you have received.

#### API.

Overview; Definitions.

MariNation may, in MariNation’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 MariNation’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”. You may not use the API Package or develop Licensee Products without MariNation’s express written consent (and MariNation may decline any such request for use or development in its sole discretion).

#### 17.1. Access to Your Personal Information.

Through your use of any API Products, you may be providing API Licensees with access to your Account and Personal Information. “Personal Information” means any information that identifies, describes, or is capable of being associated with an individual (including username, logon password, financial information, trade data, and other financial information). By using any API Products, you 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 MariNation's. You agree that your

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

#### 17.2. No Recommendations.

To the extent the Licensee Products or API Licensees express opinions or make recommendations, you understand that such opinions and recommendations are expressed solely by API Licensees and are not the opinions or recommendations of MariNation. The existence of any API Products and MariNation's consent to any connectivity between any Licensee Products and MariNation's technology, the Platform, or trading platform(s) does not constitute (i) any recommendation by MariNation to invest in any security or utilize any investment strategy; or (ii) any representation, warranty, or other guarantee by MariNation 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 MariNation's endorsement of API Licensees or the Licensee Products.

#### 17.3. Data Provided by MariNation to API.

From time to time, and subject to then-in-effect agreements between MariNation and API Licensees, MariNation may, in its own discretion, make market data feeds received from third parties available via the API Products. MariNation does not make any guarantees in regard to such market data feeds. Furthermore, API Licensees or Licensee Products may make available to you market data feeds independent of MariNation. You acknowledge that from time to time that there may be discrepancy between the market data presented on the Platform 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 your local environment (such as computer set up, connection speed, etc.). MariNation is not responsible for the accuracy of any market data displayed on any API Products or otherwise made available by API Licensees.

#### 17.4. Risks; No Liability.

You 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 MariNation. Latency may also affect order modification and order cancellation requests. The time an order or a request is actually received by MariNation (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 MariNation are subject to order vetting by MariNation. Orders created and submitted through any API Products are not vetted until they are received by MariNation. It is possible that MariNation may reject an order placed through any API Products. MariNation cannot guarantee that any order will be accepted when such order is routed to the market for execution, and MariNation cannot guarantee that notifications and Personal Information provided to you by MariNation will be successfully delivered to or displayed by any API Products.

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

1. (a) MariNation or its Affiliates shall not be liable for any Losses as a result of any issues addressed  
  
in this Section, nor shall MariNation 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).
2. (b) MariNation or its Affiliates shall not be responsible for any investment research provided by any API Licensee or any Licensee Products.
3. (c) MariNation 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.

#### 17.5. Intellectual Property.

Your use of any API Products will not confer to you any title, ownership interest, or intellectual property rights that otherwise belongs to MariNation 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 MariNation's exclusive property, as applicable. Names, logos, and all related product and service names, design marks, and slogans displayed by or relating to MariNation 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 MariNation or any API Licensee in marketing or provision of any API Products does not grant ownership of or entitle you to use any such name or mark in any manner.

#### 17.6. User API Representations and Warranties.

You represent and warrant that:

1. (a) By virtue of utilizing any API Products, you consent to and accept any risk associated with  
  
MariNation's sharing of Personal Information with any API Licensee and shall not hold MariNation, its Affiliates, or their respective officers, directors, or employees responsible for any Losses resulting from the sharing of such Personal Information.
2. (b) You agree that your use of any API Products or API Licensee's content, information, technology, or functionality is at your own risk.
3. (c) You agree that MariNation may revoke any API Licensee or API Products' authorization at any time, for any reason, with or without cause and without prior notice to you.

#### 18. Electronic Signatures; Modifications to the Agreement.

You agree to transact business with MariNation electronically. By electronically signing an application for an Account, you acknowledge and agree that such electronic signature is valid evidence of your consent to be legally bound by this Agreement and such subsequent terms as may govern the use of MariNation's services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to you in writing. You accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. You acknowledge and agree that MariNation may modify this Agreement from time to time and you 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. You agree to not contest the admissibility or enforceability of MariNation's electronically stored copy of the Agreement.

## 19. Phone Calls.

You agree that, by providing information MariNation requests, opening or applying to open, or maintaining an Account, or by downloading any App, MariNation and its third-party service providers may contact you either (i) via mail, phone, or email, or other details you have provided, or (ii) via any other form of electronic or other communications facility available via the Platform or a third party service provider such as "chat", "voice", or messaging functionality.

Specifically, if you provide us with a phone number: (a) you represent and warrant that the number you provide is your phone number, and you will promptly notify us if that changes, and (b) you.

## 20. Consent to Electronic Delivery of Documents.

### 20.1. Consent.

By agreeing to electronic delivery, you are giving your informed consent to electronic delivery of all Account Documents, as defined below, other than those you have specifically requested to be delivered in paper form.

### 20.2. Electronic Delivery System.

You acknowledge that MariNation's primary methods of communication with you include (A) posting information on the Website, (B) providing information via the App, (C) sending email(s) to your email address of record, and, to the extent required by law, (D) providing you with notice(s) that will direct you to the Platform where you can read and print such information. Unless otherwise required by law, MariNation reserves the right to post Account Documents on the Website without providing notice to you. Further, MariNation reserves the right to send Account Documents to your postal or email address of record, or via the Platform. You agree that all Account Documents provided to you in any of the foregoing manners is considered delivered to you personally when sent or posted by MariNation, whether you receive it or not.

All email notifications regarding Account Documents will be sent to your e-mail address of record. You agree to maintain the e-mail address that you have provided MariNation until you provide MariNation with a new one. You understand that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. You further understand that it is your sole responsibility to ensure that any emails from MariNation or its Affiliates are not marked as SPAM. Regardless of whether or not you receive an email notification, you agree to check the Website regularly to avoid missing any information, including amendments or supplements to this Agreement, or time-sensitive or otherwise important communication. If you authorize someone else to access the email account you have provided MariNation, you agree to tell them to share the Account Documents with you promptly, and you 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 the Account Documents.

Additionally, you acknowledge that the Internet is not a secure network and agree that you will not send any confidential information, including Account numbers or passwords, in any unencrypted emails. You also understand that communications transmitted over the Internet may be accessed by unauthorized or

unintended third parties and agree to hold MariNation, its Affiliates, and MariNation and its Affiliates' respective officers and employees harmless for any such access regardless of the cause.

You agree to promptly and carefully review all Account Documents when they are delivered and notify MarinationMusic LLC in writing within five days of delivery if you object to the information provided (or

other such time specified herein). If you fail to object in writing within such time, MariNation is entitled to treat such information as accurate and conclusive. You will contact MariNation to report any problems with accessing the Account Documents.

#### 20.3. Costs.

Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and you agree to bear these costs. MarinationMusic LLC will not charge you additional online access fees for receiving electronic delivery of Account Documents.

#### 20.4. Archival.

Upon your request, you may obtain copies of up to six prior years of account statements, and three prior years of trade confirmations.

#### 20.5. Revocation of Consent.

Subject to the terms of this Agreement, you may revoke or restrict your consent to electronic delivery of Account Documents at any time by notifying MarinationMusic LLC in writing of your intention to do so. You also understand that you have the right to request paper delivery of any Account Document that the law requires MarinationMusic LLC to provide you in paper form. MarinationMusic LLC will not treat your request for paper copies as a withdrawal of your consent to electronic delivery of Account Documents.

#### 20.6. Duration of Consent.

Your consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either you or MarinationMusic LLC revokes it. You understand that it may take up to three Business Days to process a revocation of consent to electronic delivery, and that you may receive electronic notifications until such consent is processed.

#### 20.7. Hardware and Software Requirements.

You understand that in order to receive electronic deliveries, you 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 MarinationMusic LLC may specify and to which you have access. You also understand that if you wish to download, print, or save any information you wish to retain, you must have access to a printer or other device in order to do so.

#### 20.8. Consent and Representations.

You hereby agree that you have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, you hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. You will maintain a valid e-mail address and continue to have access to the Internet. If your email address changes, you agree to immediately notify MarinationMusic LLC of your new email address in writing.

## 21. Recording and Monitoring of Communications.

You understand and agree that MariNation may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, MariNation does not consent to the recording of telephone conversations by any third party or by you. You acknowledge and understand that not all telephone or electronic communications are recorded by MariNation, and MariNation does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

## 22. Miscellaneous Provisions.

### 22.1. Contact Information.

MariNation User Service may be contacted by visiting [marinationmusic.com](http://marinationmusic.com) or by email at [marinationmusic@gmail.com](mailto:marinationmusic@gmail.com).

### 22.2. 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. References to “days” means calendar days unless indicated otherwise.

### 22.3. Binding Effect; Assignment.

This Agreement shall bind your heirs, assigns, executors, successors, conservators and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining MariNation’s prior written consent. MariNation may assign, sell, or transfer your Account and this Agreement, or any portion thereof, at any time, without your prior consent.

### 22.4. 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.

### 22.5. Website Postings.

You agree and understand that MariNation may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to your use of the Platform or your Account, on the Website from time to time, and that this includes updates or amendments to this Agreement or other agreements or Risk Disclosures incorporated in or referenced in this Agreement (“Website Postings”). You understand

that it is your continuing obligation to monitor the Website for Website Postings and to understand the terms of the Website Postings. You agree to be bound by the Website Postings (and the most current version of this Agreement) as are in effect at the time of your access or use of the Platform or the giving of any order or instruction relating to your Account.

#### 22.6. Entirety of Agreement.

This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings and Risk Disclosures), and the terms and conditions contained in your Account statements and confirmations, contain the entire agreement between MariNation and you and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between MariNation and you, provided, however, that any and all other agreements between MariNation and you, not inconsistent with this Agreement, will remain in full force and effect.

#### 22.7. Amendment.

MariNation may at any time amend this Agreement and any other agreement or document incorporated or referenced in this Agreement without prior notice to you. The current version of the Agreement will be posted in the Disclosure Library, and your continued Account activity (including accessing the Platform or submitting an order or instruction) after such amendment constitutes your agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether you have actually reviewed them. Continued use of the Platform or any other MariNation services after such posting will constitute your acknowledgment and acceptance of such amendment. You agree to regularly consult the Website and the Disclosure Library for up-to-date information about MariNation services and any modifications to this Agreement, Risk Disclosures, or any other agreement incorporated or referenced in this Agreement or related to services provided to you by MariNation. MariNation is not bound by any verbal statements that seek to amend the Agreement. Any communication from you that purports to amend or supplement the terms of this Agreement or impose other terms on MariNation will only take effect if agreed to in writing and signed by one of our authorized signatories.

#### 22.8. Termination.

MariNation may terminate this Agreement, or close, deactivate, or block access to your Account at any time in its sole discretion. You will remain liable to MariNation for all obligations incurred in your Account, pursuant to this Agreement, or otherwise, whether arising before or after termination. You may terminate this Agreement after paying any Obligations owed upon written notice. This Agreement survives termination of your Account.

If MariNation terminates this Agreement or closes or deactivates your Account or any services related to your Account, you agree that MariNation is authorized to (i) liquidate any Property in your Account and send you any net proceeds (after satisfying any Obligations), and (iii) close your Account. This is without limitation to MariNation's other rights under this Agreement or otherwise.

MariNation will not be responsible for any Losses caused by MariNation discontinuing or closing your Account or any services, or any liquidation of your Property or closure of your Account, including any tax liabilities.

#### 22.9. No Waiver; Cumulative Nature of Rights and Remedies.

You understand that MariNation's failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on MariNation's part to exercise any power or right given to MariNation in this Agreement, or a continued course of such conduct on MariNation'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 MariNation in this Agreement are cumulative and not exclusive of any other rights or remedies to which MariNation is entitled.

#### 22.10. International Users.

You understand that MariNation is based in the United States and that MariNation accepts only U.S. currency in MariNation's user accounts.

### 23. Governing Law.

This Agreement and all transactions made in your Account shall be governed by the laws of the State of California (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

### 24. 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 investment 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 you and MariNation, any Account established hereunder, any transaction therein, shall be settled by arbitration before FINRA Dispute Resolution, Inc. ("FINRA DR") in accordance with the rules of FINRA DR.

C. 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 MariNation 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 user 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.

**ACCEPTED AND AGREED:** You acknowledge that you have read the preceding terms and conditions of this Agreement, that you understand them and that you hereby manifest your assent to, and your agreement to comply with, those terms and conditions by accepting this agreement. **YOU ALSO UNDERSTAND THAT BY ACCEPTING THIS AGREEMENT YOU HAVE ACKNOWLEDGED**

**THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 39 HEREIN. YOU ALSO AGREE THAT (1) ANY OF YOUR ACCOUNT MONIES MAY BE BORROWED BY MARINATION OR LOANED TO OTHERS; (2) YOU HAVE RECEIVED OF A COPY OF THIS**

AGREEMENT AND (3) YOU HAVE REVIEWED A COPY OF THIS DISCLOSURE STATEMENT, (4) YOU HAVE BEEN PROVIDED WITH AND AGREE TO THE AGREEMENT.

## 25. In Accordance With GDPR Regulations.

MariNation is in accordance and follows all the General Data Protection Regulation "GDPR". MarinationMusic LLC is in accordance with the protection and security of user data and information. With all of the necessary protocols and systems in place to be in accordance with this law.

## 26. Copyright & Music Ownership.

You, on behalf of your Subscribing Entity, may post, upload, or otherwise contribute content to MariNation for Artists ("User Content"). For the avoidance of doubt, "User Content" includes all information, materials and other content that is added, created, uploaded, submitted, distributed, or posted to MariNation for Artists by users. MariNation, and/or any third party appointed by MariNation, may in its sole discretion decide to use all, or parts of, the metadata provided in connection with such User Content, as well as to supplement and/or replace such metadata.

You and your Subscribing Entity are solely responsible for all User Content that you post.

You promise, on behalf of your Subscribing Entity, that, with respect to any User Content you post on MariNation for Artists: (1) you own or have the right to post such User Content; (2) such User Content, or its use by MariNation pursuant to the license granted below, does not (i) violate these Terms, including the MariNation User Guidelines, applicable law, the regulations and rules of any guilds, unions or collectives, or violate or infringe the rights of any third party, including any intellectual property (including without limitation, copyright), publicity, privacy, personality, contract or other rights of others, or (ii) imply any affiliation with or endorsement of you or your User Content by MariNation or any artist, band, label, or other individual or entity without the prior express written consent from MariNation or such individual or entity; (3) you have and shall have acquired, retained and properly administered any third-party rights, licenses, authorizations, consents, permissions and approvals relating to the User Content you post to MariNation for Artists and required by MariNation to exercise the license granted in these Terms; (4) you shall be solely responsible for complying with the terms and conditions set forth in each of the third-party licenses, authorizations, consents, permissions and approvals referenced in clause (3) of this paragraph, and you shall be solely responsible for making any and all payments of royalties, fees and any other monies (however characterized) to any and all third parties as and when required under such third-party licenses, authorizations, consents, permissions and approvals; (5) no royalties, fees or other monies (however characterized) are or shall be payable by or on behalf of MariNation to or on behalf of any person or entity in connection with or arising out of the User Content you post to MariNation for Artists or the exercise by MariNation of the license granted in these Terms; (6) all User Content you post to MariNation for Artists is and shall be correct, accurate, and does not contain content that violates our User Guidelines; and (7) you have and shall comply with all applicable laws, regulations and industry standards when posting User Content to MariNation for Artists, including the FTC's Guidelines Concerning the Use of Testimonials and Endorsements in Advertising, the FTC's.com Disclosures Guide, the FTC's Native Advertising Guidelines, and any other guidelines issued by the FTC from time to time, and updates thereto.

In posting or sharing User Content on MariNation for Artists, please keep in mind that certain User Content will be publicly accessible, and may be used and re-shared by others on MariNation for Artists and on other MariNation services and across the web, so please use caution in posting or sharing on MariNation for Artists, and be mindful of your account settings. MariNation is not responsible for what you

or others post or share on MariNation for Artists. To the extent you or your Subscribing Entity has access to a particular page or account on MariNation for Artists which is also accessible to one or more other users or Subscribing Entities, certain of your User Content (including, but not limited to, your name, role, access level and certain actions you take on MariNation for Artists) may be visible to such other users or Subscribing Entities. Your right to access and edit pages or assets may differ depending on your underlying rights over that material and your level of access to MariNation for Artists

Any music uploaded onto the application by the user gives the right to MariNation to distribute that music on its platform. The uploaded party is still the owner of that work and gives MariNation the copyright to that song. The owner of the music still has 100% ownership in relation to royalties and any other use that they see fit. MariNation is simply a medium to distribute this music and is directed at the sole discretion of the music creator.

## 27. Licensing & Ownership.

MariNation does not claim any ownership rights in the User Content you post to MariNation for Artists. After posting User Content to the Service, as between you and MariNation, you will continue to retain any rights you may have in your User Content, including any intellectual property rights or other proprietary rights associated with your User Content, subject to the license you grant to MariNation in the next paragraph of this section.

### 27.1 License

By posting User Content to the Service, you, on behalf of your Subscribing Entity, grant MariNation a non-exclusive, transferable, sub-licensable, royalty-free, fully paid, worldwide license to reproduce, make available, perform and display, translate, modify, create derivative works from, distribute, and otherwise use such User Content through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created, in connection with MariNation for Artists and MariNation's music streaming service, the promotion and marketing of MariNation for Artists and MariNation's music streaming service. If you do not want MariNation to use your User Content for these purposes, you should not post User Content to MariNation for Artists. To the extent you provide User Content that contains your name, likeness or photograph, you further grant us the non-exclusive, fully paid, worldwide right to use such name, likeness, and photograph on MariNation for Artists and MariNation's music streaming service and in our marketing communications to advertise, market and promote the availability of your User Content on MariNation for Artists and MariNation's music streaming service. Where applicable and to the extent permitted under applicable law, you also agree to waive, and not to enforce, any "moral rights" or equivalent rights, such as your right to be identified as the author of any User Content, including Feedback (as defined below), and your right to object to derogatory treatment of such User Content.

### 27.2 Takedowns

Spotify shall be under no obligation to include or distribute User Content via Spotify for Artists. Spotify may, but has no obligation to, monitor or review User Content. Except to the extent prohibited by applicable law, Spotify reserves the right to remove or disable access to any User Content from Spotify for Artists in its sole discretion, for any or no reason, including, but not limited to, when User Content violates the Spotify User Guidelines. Spotify may take these actions without prior notification to you or any third party and without any liability to you for such removal.