



**APEX CLEARING CORPORATION
CLASS ACTION SERVICE SUMMARY
April 5, 2024**

Class Action Service Overview:

The following Terms and Conditions apply Apex Clearing Corporation's (the words "Apex," "us," "we" or "our" refer to Apex Clearing Corporation) automated service for the submission of class action lawsuit claims for customers (the words "you," "your," "yours," "customer" and "customers" refer to the account owner(s)). Your enrollment in the Class Action Service (the "Class Action Service") authorizes us to automatically file a claim on your behalf if we receive notice of a potential class action lawsuit that impacts securities purchased in your account(s) ("Impacted Security"). A participating customer entitled to any class action settlement will receive a credit to the account(s) in which the purchase of the Impacted Security took place if that account remains open or if a settlement is received after a participating customer closes the account(s) where the purchase of the Impacted Security took place, a check will be mailed to the most recent address of record for the closed account(s) irrespective of whether the participating customer still has open accounts enrolled in the Class Action Service.

Eligible Apex Clearing Accounts are automatically enrolled in the Class Action Service. If at any point you opted out of the automatic enrollment, then you must affirmatively contact your broker or investment advisor to enroll any of your accounts into the Class Action Service. If any account(s) is(are) excluded from the automated process, you may still participate in such lawsuit by submitting a paper-based claim form directly to the claim's administrator. The automated submission fee described herein does not apply to claims submitted by you via a paper-based claim form.

The Class Action Service will be administered by Broadridge Investor Communication Solutions, Inc. ("Broadridge"). In exchange for administering the Class Action Service, Broadridge will deduct 20% from any class action settlement payment received on a customer's behalf.

You may choose to opt out of any particular class action lawsuit and pursue your own individual claims. If you choose to opt out of the class action, please do so by reaching out to your Introducing Broker or Registered Investment Advisor. You may cancel your participation in the Class Action Service at any time by contacting your broker or investment advisor.

How to Enroll:

All eligible accounts are automatically enrolled in the Class Action Service and your enrollment authorizes Apex to automate the class action claim process for your account(s). Once enrolled in the Class Action Service, this authorization will remain in effect, notwithstanding your disability or death, until we are notified to discontinue this authorization by you or your authorized representative. However, if you would prefer to exclude your account(s) from the Class Action Service and continue to file your class action claims via the existing paper-based claim forms, please contact your broker or investment advisor.

You understand that your enrollment in the Class Action Service does not guarantee that you will receive a settlement payment for any given class action lawsuit. Neither Apex nor its affiliates (our affiliates include companies with a common ownership by Apex Fintech Solutions Inc., hereinafter “Affiliates”) take any responsibility for the outcomes of any given class action lawsuit and you agree to indemnify and hold harmless Apex and its Affiliates for all actions taken in connection with the Class Action Service. You also understand that, in the event of any recovery, the more customers who enroll in the Class Action Service the smaller the average compensation per customer becomes.

Additional Terms & Conditions:

Canceling the Class Action Service

You may cancel the Class Action Service at any time by contacting your broker or investment advisor. Please note that if you cancel the Class Action Service and wish to re-enroll, you will be required to agree to the terms and conditions for the Class Action Service in effect at that time. Canceling the Class Action Service **after** a claim has been filed on your behalf will not remove you from participation in that particular class action lawsuit. Apex reserves the right to cancel the Class Action Service at any time.

Your Rights

While you are enrolled in the Class Action Service, you are permitted to exercise your right to opt out of a specific class action lawsuit without unenrolling from the Class Action Service if you your broker or investment advisor within 15 business days from the date you receive notice of such class action lawsuit. If you do not respond to the notification within 15 business days, then the Class Action Service will automatically file a class action claim on your behalf. **YOU ARE NOT PERMITTED TO OPT OUT OF A CLASS ACTION LAWSUIT ONCE THE CLASS ACTION SERVICE HAS FILED A CLASS ACTION CLAIM ON YOUR BEHALF. YOU ARE NOT PERMITTED TO SEPARATELY BRING A LAWSUIT ON YOUR OWN EITHER CONTEMPORANEOUSLY OR IN THE FUTURE AGAINST ANY NAMED DEFENDANT IN SUCH PARTICULAR CLASS ACTION LAWSUIT.** Once the Class Action Service files a class action claim on your behalf, you hereby disclaim, waive and agree not to assert: (i) any dissenters’ or similar rights under any applicable law, rule or regulation; (ii) any right to require partition or appraisal of any company that is the subject of a potential class action lawsuit or of any of said company’s assets, or to cause the sale of such company’s property; or (iii) any right to maintain any action for partition or to compel any sale with respect to shares held by other shareholders, or with respect to any of said company’s property.

Electronic Delivery

Enrollment in electronic delivery (“eDelivery”) is not required for enrollment in the Class Action Service. If you have enrolled your Apex account(s) in eDelivery then the class action event notifications that the Class Action Service will send to you are hereby incorporated by reference as eDelivery Documents as that term is defined in your Apex Customer Agreement.

Erroneous Credits

If you receive a credit to your account(s) of funds or securities to which you are not entitled (“Erroneous Credit”), you agree to notify us as soon as you learn of such Erroneous Credit and you further agree,

notwithstanding any representations to the contrary made by any Apex personnel or representatives, not to remove any such Erroneous Credit from your account(s) and to return the full amount of such Erroneous Credit to us.

If you fail to return any Erroneous Credit, we may debit an amount equal to the Erroneous Credit from your account, or any other account(s) you maintain with us, and liquidate, if necessary, any of your assets held by us to satisfy your obligation to return any such Erroneous Credit.

If we cannot debit the amount equal to the Erroneous Credit from your account or any other account(s) you maintain with us and you fail to return the full amount of the Erroneous Credit to us, you will be liable to us, not only for the full amount of the Erroneous Credit, but also for any interest and/or expenses (including attorneys' fees) associated with our recovery of the Erroneous Credit.

Any IRA, CESA, qualified retirement or welfare benefit plan account or other account holding assets of a "plan" as defined in Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (collectively, "IRA, CESA or other Retirement Account"), is not subject to a security interest, lien or right of setoff for debts owed to us and/or our Affiliates in relation to your other accounts, but remain subject to legal remedies for debts and obligations owed in relation to the IRA, CESA or other Retirement Account.

Conflict

You agree that Apex may, in our discretion, refuse to participate in a class action lawsuit if we determine that said class action lawsuit presents a conflict of interest. You further understand that neither Apex nor its Affiliates express any opinion or belief about your enrollment in the Class Action Service. You further acknowledge that if you should have any objections or concerns regarding the nature of Apex's involvement in such Impacted Securities, then you may exercise your right to opt out of the class action lawsuit regarding such Impacted Securities by contacting your broker or investment advisor.

Other Terms

In the event of any conflict or inconsistency between the definitions set forth in these terms and conditions and any other agreement between you and Apex and/or our Affiliates, the defined terms set forth above shall govern for purposes of these terms and conditions.