Tradesk

Tradesk Securities, Inc. Rewards Program Agreement

Tradesk Securities, Inc.'s Rewards Program Agreement ("Agreement") is entered into by and between [Tradesk] ("Firm") and the undersigned customer ("Customer"). By participating in the Firm's Rewards Program ("Program"), Customer agrees to the following terms and conditions:

1. **Eligibility and Enrollment**
    - The term "rewards programs" refers to the Deposit Rewards Program, the Referral Reward Program and the Account Transfer Rewards Program offered by Tradesk.
    - Customer must be an active account holder in good standing with the Firm and have successfully linked your bank account.
    - Enrollment in the Program is automatic upon meeting the eligibility criteria. Customer may opt-out of the Program at any time by contacting the Firm's customer service.
2. **Earning Rewards**
    - Rewards are earned based on specific actions and activities as outlined by the Firm, including but not limited to depositing funds, making referrals and transferring account.
    - Additionally, as part of its promotional program, Tradesk may also offer fractional shares to its customers. This initiative allows customers to invest in high-value stocks and diversify their portfolios without needing to purchase whole shares. By offering fractional shares, Tradesk aims to make investing more accessible and inclusive, enabling customers to take advantage of market opportunities regardless of their investment budget. The Firm will not offer fractional shares of non-US securities.
    - Deposit Rewards Program - Tradesk may offer, at its own discretion, a tiered deposit reward program that offers cash or stock rewards based on the amount a customer deposits into their Tradesk account. The greater the deposit, the larger the reward- providing an attractive benefit for customers who commit more substantial funds.
        - Based on the amount of deposit, a customer is eligible to receive one or more free fractional shares, as shown in the table below.

Initial deposit amount (low end)	Initial deposit amount (high end)	Fractional shares
$1	$499	1
$500	$1,999	2
$2,000	$4,999	6
$5,000	$9,999	15
$10,000	$50,000	30

- The value of the free stock or fractional share is determined based on a standard computer randomization process and the probability table is shown below. Once determined, such an amount will be credited by Tradesk as cash rewards to the Customer's account, which are then used to purchase the stock or fractional shares. The stock or fractional share is selected from a list of 10-20 popular and liquid stocks.

Value of free stock or fractional share	Probability
$5	98.00%
$10	1.30%
$50	0.40%
$100	0.20%
$200	0.08%
$5,000	0.02%

- Account Transfer Rewards Program - Tradesk may offer, at its own discretion, account transfer rewards to incentivize and reward our customers. This means that customers who transfer their accounts to Tradesk can receive a reward for doing so. The details of how rewards are earned and distributed under this program will be specified separately but follow similar principles as described above regarding the timing and mechanism of rewards.
- Referral Rewards Program - Tradesk may offer, at its own discretion, rewards to Customers for referring new clients to Tradesk. The details of how rewards are earned and distributed under this program will be specified separately but follow similar principles as described above regarding the timing and mechanism of rewards. For each friend or family member a customer successfully invites to join Tradesk, the customer (referrer) will earn a $25 referral reward, unless otherwise specified by the program.
  - The referral is considered successful when the referred individual signs up using the unique referral link or code and meets any required conditions, such as account funding or completing certain transactions.
  - The non-transferability of referral rewards and the fact that they hold no cash value until redeemed will also apply to this program.

Tradesk

  - Tradesk reserves the right to verify the legitimacy of referrals and may delay or withhold rewards if there is evidence of fraudulent activity or violations of the referral program terms.

  - For each Customer who satisfies the eligibility criteria for a particular reward program, Tradesk shall credit the specified cash reward amount directly to the Customer's account.
  - Upon crediting the cash reward to the Customer's account, Tradesk will immediately initiate the purchase of fractional shares equivalent to the reward amount. For example, if the Customer is eligible for a $10 reward, Tradesk will purchase $10 worth of fractional shares on behalf of the Customer as soon as practicable following the reward credit.
  - Tradesk does not engage in proprietary trading. The purchase of fractional shares is conducted solely for the purpose of fulfilling the reward obligation to the Customer and does not involve the Firm trading for its own account.
  - The price of the fractional shares purchased will be based on the market price at the time the transaction is executed. The exact number of shares purchased may vary depending on market fluctuations, and Tradesk is not responsible for any variations in price between the time the reward is credited and the shares are purchased.

3. **Reward Redemption**
   - You have 60 days to claim your referral reward before it expires.
   - Customer is required to maintain a balance that meets or exceeds the low end of each tier for 30 days in order to qualify for the reward. After the 30-day lockup period on referral rewards, customers are allowed to withdraw funds from their account. However, if a customer withdraws a portion of the funds and their remaining balance drops to a lower tier, their reward eligibility is reduced to the lower tier. Customer will no longer qualify for the higher reward and will receive only the reward amount associated with the lower tier. Rewards have no cash value until redeemed and are not transferable.
   - The referral reward will be credited to the enrolled individual brokerage account within approximately one week after the reward is claimed, although this timeline may be delayed in Tradesk's sole discretion if, for example, Tradesk determines that there is evidence of fraud or a violation of these Terms.
   - Tradesk has determined that the process of depositing rewards into Customer accounts under the Fractional Share Reward Program will typically take up to one (1) week. This timeline accounts for both the initiation and completion of the transaction.

- The deposit process generally involves a 1-2 business day window for initiating the transaction. Additionally, the transaction may take several more business days to clear through the clearing firm, particularly when fractional shares are involved, due to potential liquidity and availability issues.
- The one-week timeframe is a conservative estimate provided to account for any delays in processing or clearing. While Tradesk aims to deposit rewards as quickly as possible, this timeframe ensures that the Customer has a clear expectation of when the reward will be credited.
- Should there be any unforeseen delays extending beyond the one-week timeframe, Tradesk will promptly communicate the reason for the delay to the Customer and provide an updated estimate for when the reward will be deposited.

4. **Liquidation of Fractional Shares**
    - Fractional shares held in a customer's account will be liquidated upon account transfer. This means that any fractional shares will be sold, and the proceeds from the sale will be credited to the customer's account before the transfer is completed. This ensures that only whole shares and cash are transferred to the new account, facilitating a smooth and efficient transition. Customers will be notified of the liquidation process and any applicable fees prior to the account transfer.
    - Tradesk does not charge any commission for the purchase of fractional shares made in connection with the Fractional Share Reward Program (the "Program"). The Customer will not incur any direct brokerage commission fees as part of the fractional share purchase process.
    - While no commission is charged for fractional share purchases, the Customer may be responsible for other fees that may apply, including but not limited to regulatory fees, exchange fees, or any other third-party costs associated with the transaction. These fees are determined by the relevant regulatory bodies and exchanges, and Tradesk will pass these costs through to the Customer without markup.
    - Tradesk will disclose applicable fees in a transparent manner, and the Customer can review these fees prior to any fractional share purchases. It is the Customer's responsibility to understand and review all potential fees associated with their transactions under the Program.

5. **Participants**
   You may only refer people with whom you have a direct, personal relationship. You may not share your referral code or otherwise solicit anyone through spamming, commercial advertising, or other similar means.

6. **Program Changes and Termination**

- The reward programs are subject to changes as described previously. The terms for each program will be clearly defined and communicated, and Tradesk reserves the right to modify or terminate the programs as needed, with notifications provided as outlined in the relevant sections.
- The specific reward program (the "Program") is available for a specified period, which will be clearly indicated in the terms of the Program at the time of its launch. The Firm shall not be obligated to provide any rewards for actions taken by the Customer outside of the specified period.
- Upon the conclusion of the specified Program period, the Firm reserves the right to modify, alter, or terminate the Program or any subsequent reward programs at its sole discretion. These changes may include, but are not limited to, the criteria for eligibility, reward amounts, or any other conditions of the Program.
- After the end of the specified Program period, the Firm shall not be required to provide notice to the Customer regarding any modifications or discontinuation of future reward programs. Customers are advised to refer to the most current terms of any subsequent programs for participation and eligibility details.
- The terms and conditions governing the Program during its specified period shall remain in full effect for the duration of that period. Any changes will only apply to subsequent reward programs and shall not affect rewards earned or the criteria met by the Customer during the original Program period.
- The Firm may, at its sole discretion, cancel Customer's participation in the Program if there is any suspected fraudulent activity or violation of the Program terms.

7. Tradesk and Velox Discretion

- Tradesk and/or Velox are authorized to make reward deposits of cash or fractional shares into customer accounts as part of their respective rewards programs. These deposits are made to incentivize and reward customer engagement, loyalty, and specific account activities. Customers will receive notifications detailing the nature and value of these reward deposits, ensuring transparency and allowing customers to monitor and manage their rewards effectively. This authorization enhances the value provided to customers, aligning with the commitment to offer rewarding and beneficial services.
- The value of the fractional share rewards deposited into the Customer's account under the Reward Program is directly tied to the value of the underlying shares at the time of purchase. Since the market value of shares

can fluctuate, the exact value of the fractional shares purchased on behalf of the Customer will vary based on the current market price at the time of the transaction.

- By exercising limited discretionary authority to journal funds and facilitate the purchase of fractional shares, Tradesk enhances the value for the Customer. The rewards deposited into the Customer's account are converted into fractional shares, whose value may increase or decrease based on market performance. This allows the Customer to potentially benefit from any appreciation in the share price after the reward is deposited.
- The discretionary nature of the account allows Tradesk to execute transactions efficiently, ensuring that the fractional shares are purchased at the prevailing market price as soon as possible after authorization. This timely execution minimizes delays and potential market price fluctuations that could affect the value of the reward.
- By allowing the conversion of cash rewards into fractional shares, the Customer can potentially gain greater value if the shares appreciate over time. Thus, the limited discretion given to Tradesk not only facilitates the reward process but also provides a means for enhancing the overall value of the rewards received.
- Limited Discretionary Authority Over Customer's Account: Tradesk will not fully take over the Customer's account or exercise complete control. Instead, the Firm is requesting limited discretionary authority solely for the purpose of journaling funds (depositing rewards) into the Customer's account in connection with the Reward Program.
- After the funds have been journaled into the Customer's account, Tradesk will seek the Customer's explicit authorization to purchase fractional shares using the credited reward. The fractional share purchase will not proceed until the Customer provides this authorization, ensuring the Customer retains control over all transactions in the account.
- Tradesk's authority is strictly limited to the journaling of reward funds and facilitating fractional share purchases upon Customer authorization. This limited discretion does not extend to any other activities, investments, or decisions regarding the Customer's account. The Customer retains full decision-making authority over all other account activities.
- The Customer acknowledges that by granting Tradesk limited discretionary authority, they are allowing the Firm to deposit reward funds and request authorization for purchases, but they remain responsible for monitoring their account and approving transactions related to the Program.

8. **Compliance and Reporting**
   - Customer agrees to comply with all applicable laws and regulations related to the Program. Any tax liability arising from the rewards received under the Program is the sole responsibility of the Customer.

- The Firm will report rewards as required by applicable law.

9. **Privacy and Data Use**
    - Customer consents to the Firm's collection and use of personal data for the purpose of administering the Program. The Firm will handle all personal data in accordance with its privacy policy.
    - Tradesk provides its Privacy Policy to all Customers during the onboarding process. This ensures that Customers are informed of how their personal information is collected, used, and protected from the outset of their relationship with the Firm.
    - Each year, Customers will receive an email from Tradesk informing them of any updates to the Privacy Policy. The email will include a link to the updated policy, where Customers can review any changes or revisions made. This annual notification ensures Customers remain aware of how their personal information is handled.
    - In the event of a material change to the Privacy Policy at any time during the year, outside of the annual update, Tradesk will immediately notify Customers of the change. This notification will be sent promptly via email and will include a clear explanation of the change, along with a link to the updated Privacy Policy.
10. **Limitation of Liability**
    - Upon the Customer's satisfaction of all relevant criteria as set forth in the terms and conditions of the Rewards Program (the "Program"), the Firm agrees to provide the corresponding cash or fractional share rewards to the Customer without undue delay.
    - Once the Customer satisfies all relevant criteria, the Firm will credit the corresponding cash or fractional shares to the Customer's account within one week. Any delays beyond this period will be promptly communicated to the Customer along with an explanation of the cause for the delay and an estimated timeline for resolution.
    - The Firm's obligation to provide cash or fractional shares is limited solely to the extent of the Program's terms and is contingent upon the Customer's compliance with applicable laws, regulations, and the Firm's internal policies.
    - The Firm is not responsible for any losses or damages resulting from participation in the Program, including but not limited to loss of rewards or benefits.
    - The Firm's liability is limited to the value of the unredeemed rewards at the time of any claim.

11. **Governing Law**
    - This Agreement shall be governed by and construed in accordance with the laws NJ, the state in which the Firm is headquartered, without regard to its conflict of law principles.

- Any disputes arising from or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

Customer acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

Customer Information:

- **Name:** ____
- **Account Number:** _________________________________
- **Email Address:** __________________________________
- **Signature:** ______________________________________
- **Date:** ____

Tradesk Securities, Inc. Information:

- **Authorized Representative:** ______________________
- **Title:** ____
- **Signature:** ______________________________________
- **Date:** ____

Please retain a copy of this Agreement for your records.