# **Content of Notice**

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Subject: Important changes to our terms of service

Dear Customer,

This email contains important information regarding the services provided to you in connection with your use of Juno ("Platform"). Please read it carefully

## What is changing?

The Platform, together with its partners, is making important dianges to improve the functionality of the Platform offering to provide you with efficient access to certain financial services. This change will also allow you the potential to gain enhanced FDIC insurance coverage on your cash balances up to \$500,000 deposited through the Platform. For the avoidance of doubt, your funds will not be eligible to potentially receive enhanced FDIC insurance functionsurance above \$250,000 in connection with the Program prior to the Program Effective Date (as defined below).

The Platform is supported by Synapse Financial Technologies, Inc. together with certain of its affiliates, including Synapse Brokerage LLC (<u>"Synapse Brokerage</u>") (collectively, <u>"Synapse</u>") and third-party financial institution partners (<u>"Partner Financial Institutions</u>").

On or after October 17, 2023 (the "Effective Date") changes implemented to the <u>Synapse</u> <u>Terms of Service</u> and <u>Synapse Brokerage Customer Agreement</u> vill become effective to reflect changes to your use of the Platform and the services provided to you by Synapse and one or more Partner Financial Institutions (the "<u>Platform Update</u>". The Platform Update, specifically, the updated Synapse Terms of Service and Synapse Brokerage Customer Agreement, shall supersede and replace all prior agreements and understandings between you and Synapse relating to your use of the Platform and the services offered to you by Synapse. Under the Platform Update, on or after the Effective Date, a Synapse Brokerage account (a "Brokerage Account") will be opened for you on you Service. Additionally, by opening a Brokerage Account, as and when available, and by continuing to use the Platform, you understand that you agree to opt-in to and enroll in the Synapse cash management program (the "<u>Program</u>"), which will be effective on or after the Effective Date (the "<u>Program Effective Date</u>").

Your participation in the Program will commence only upon the Program Effective Date and any funds you deposit in your checking account prior to the Program Effective Date will not be potentially eligible for enhanced FDIC insurance above \$250,000 coverage under the Program.

Below is an overview of the changes associated with the Platform Undate:

• By having an open checking account on the Platform on or after the Effective Date, you authorize and explicitly instruct Synapse to open a Brokerage Account

on your behalf with Synapse Brokerage, subject to the terms and conditions set forth in the <u>Synapse Brokerage Customer Agreement</u>.

- By opening and/or maintaining your Brokerage Account and by continuing to use the Platform, you agree to opt-in to and enroll in the Program which will be effective on or after the Program Effective Date.
- By agreeing to opt-in to and enroll in the Program, on or after the Program Effective Date, one or more Omnibus Program Accounts (each an "<u>Omnibus Program Account</u>") will be established in the name of Synapse Brokerage for your benefit with one or more Partner Financial Institutions, to facilitate the transfer of your funds in connection with your participation in the Program, pursuant to the terms of the updated Synapse Terms of Service and Synapse Brokerage Customer Agreement.
- By having an open checking account on the platform on or after the Program Effective Date, you authorize and explicitly instruct Synapse to deliver your instructions to the Partner Financial Institution that maintains your Deposit Account to transfer your funds to your Brokerage Account and into the Program.
- On or after the Program Effective Date, when you deposit funds into your checking account, you are providing an instruction to Synapse Brokerage in conjunction with the Program Manager (as defined in the Synapse Brokerage Customer Agreement) to automatically transfer your deposited funds to your Brokerage Account and into the Program consistent with the Synapse Brokerage Customer Agreement and the Synapse Terms of Service.
- A link to a list of Partner Financial Institutions and Program Managers has been added to the updated <u>Synapse Brokerage Customer Agreement</u>.

This is also notice to you that the "Threshold Balance" as defined in the Synapse Brokerage Customer Agreement shall be \$0.00, meaning that all funds deposited into and/or maintained in your Deposit Account will be transferred to your Brokerage Account and then into the Program.

The foregoing updates will take effect on or after the Program Effective Date. If you continue to use the Platform on or after the Program Effective Date, you are agreeing to the updated agreements and terms as identified above.

## Why are we making these changes?

The Platform Update allows us to better serve you and utilize the services available from our Platform partners, including Synapse Brokerage and one or more Partner Financial Institutions. The Platform Update also allows us to efficiently enable your participation in the Program upon the Program Effective Date.

#### What this means for you?

By continuing to utilize the Platform on or after the Effective Date, you are agreeing to open a Brokerage Account with Synapse Brokerage and instruct Synapse Brokerage to establish one or more Omnibus Program Accounts. By using the Platform on or after the Effective Date, you authorize and explicitly instruct Synapse to deliver your instructions to the Partner Financial Institution that maintains your Deposit Account to transfer your funds to your Brokerage Account.

Additionally, upon the Program Effective Date, when you deposit and/or maintain a balance in your Brokerage Account your funds will be transferred into the Program.

By participating in the Program, your funds may be transferred into the Program and withdrawn from the Program according to your instructions described in the updated Synapse Terms of Service and Synapse Brokerage Customer Agreement. When your funds are withdrawn from the Program (e.g., transferred to your Brokerage Account), your funds may not be eligible for potential FDIC insurance coverage. Synapse Brokerage is also a member of the <u>Securities Investor Protection Corporation</u> ("<u>SIPC</u>"), which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash held for the purchase of securities).

### What you need to do?

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You should review the changes made to the Platform Terms of Service and <u>Synapse Terms</u> of <u>Service</u>. In addition, you should carefully review the <u>Synapse Brokerage Customer</u> <u>Agreement</u>, which will govern your relationship with Synapse Brokerage and provides important information and disclosures regarding the Program, including which Partner financial Institutions participate in the Program. In connection win the opening of your Brokerage Account you will be asked to provide certain additional information to Synapse Brokerage. We will reach out to you separately to obtain this information. Please respond promptly to these communications to avoid any account disruptions.

<u>If you do not wish to have a Brokerage Account</u>, you should promptly contact us at optoutbrokerage@synapsefi.com. If you opt out, we will send you notification that your accounts will be closed. You can choose to close your platform account even after the Effective Date at any time.

## Other important information and disclosures.

The Brokerage Account is offered by Synapse Brokerage, LLC a U.S. Securities and Exchange Commission ("<u>SEC</u>") registered broker-dealer and member of the Financial Industry Regulatory Authority, Inc. ("<u>FINRA</u>").

Synapse Brokerage is also a member of the <u>Securities Investor Protection Corporation</u> (<u>"SIPC</u>"), which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash held for the purchase of securities). For additional information and an explanatory brochure, please see <u>www.sipc.org</u>.

Brokerage Accounts are only offered to customers in jurisdictions where it is legal to do so. The availability of Synapse Brokerage's services is not a solicitation of an offer, or advice to buy or sell securities, or to open a Brokerage Account to any person in any jurisdiction where such solicitation or offer is prohibited. Synapse Brokerage reserves the right to limit the availability of opening a Brokerage Account to any person, geographic area, or jurisdiction at any time and in its sole discretion.

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No purchase is necessary; however, you may be subject to certain fees associated with your Brokerage Account.