

Robinhood Connect Tools License Agreement

This Robinhood Connect Tools License Agreement (this "**Agreement**") is a binding contract between you ("**You**" or "**Your**") and Robinhood Crypto, LLC and its Affiliates (as defined below) ("**Robinhood**"). This Agreement governs Your access to and use of a unique identification number created by Robinhood and licensed to You for the sole purpose of redirecting end users to Robinhood Connect (as defined below).

BY CLICKING THE "I ACCEPT" BUTTON, OR BY ACCESSING OR USING THE ROBINHOOD CONNECT TOOLS (AS DEFINED BELOW), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE ROBINHOOD CONNECT TOOLS. YOU MAY NOT USE THE ROBINHOOD CONNECT TOOLS AND MAY NOT ACCEPT THIS AGREEMENT IF YOU ARE A PERSON BARRED FROM RECEIVING THE ROBINHOOD CONNECT TOOLS UNDER THE LAWS OF THE UNITED STATES OR OTHER COUNTRIES, INCLUDING THE COUNTRY IN WHICH YOU ARE RESIDING OR FROM WHICH YOU USE THE ROBINHOOD CONNECT TOOLS.

1. Definitions.

- a. "**Affiliates**" means an entity that, directly or indirectly now or hereafter owns or controls, is owned or is controlled by or is under common ownership or control with Robinhood. As used herein, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.
- b. "**Application ID**" means the unique identification number made available by Robinhood to You in connection with this Agreement.
- c. "**Documentation**" means the Robinhood Connect SDK, Robinhood Connect Demo Deck, and any other ancillary documents or materials that Robinhood provides to You in connection with this Agreement.
- d. "**Receiving Wallet Address**" means the unique digital wallet address specific to each end user transmitted by You to Robinhood.
- e. "**Robinhood Connect**" means the Robinhood Offering (as defined below) hosted platform that allows end users to engage in cryptocurrency transactions.
- f. "**Robinhood Marks**" means Robinhood's proprietary trademarks, trade names, branding, or logos made available for use in connection with the Robinhood Connect Tools or Robinhood Connect pursuant to this Agreement.
- g. "**Robinhood Offering**" means the technology and application software made available by Robinhood that hosts Robinhood Connect.
- h. "**Robinhood Widget**" means the image and text button displayed on Your Platform (as defined below) used to redirect end users to Robinhood Connect.
- i. "**Robinhood Connect Tools**" means the Application ID and Documentation provided by Robinhood to You.
- j. "**Your Platform**" means the application developed by You that, among other functions, enables

end users to access Robinhood Connect.

2. License Grants. Subject to and conditioned on Your compliance with all terms and conditions set forth in this Agreement, including the restrictions set forth in Section 3, Robinhood hereby grants You a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term (as defined in Section 12) of the Agreement to: (a) use the Robinhood Connect Tools solely to create the Robinhood Widget that is displayed on Your Platform for the purpose of communicating and interoperating with Robinhood Connect; and (b) display certain Robinhood Marks in compliance with usage guidelines that Robinhood may specify from time to time solely to identify that the Robinhood Widget connects the end user to Robinhood Connect and not in connection with the advertising, promotion, distribution, or sale of any other products or services. You acknowledge that there are no implied licenses granted under this Agreement. Robinhood reserves all rights that are not expressly granted. You may not use the Robinhood Connect Tools or any Robinhood Mark for any other purpose without Robinhood's prior written consent. You may not share the Robinhood Connect Tools with any third party and the Robinhood Connect Tools and Your license to use Robinhood Marks granted hereunder may be revoked at any time by Robinhood.
3. Use Restrictions. The licenses granted in Section 2 of this Agreement are explicitly conditioned on Your adherence to the following restrictions and compliance with Your responsibilities as set forth herein. Except as expressly authorized under this Agreement, You may not:
 - a. copy, modify, or create derivative works of the the Robinhood Connect Tools or Robinhood Marks, in whole or in part;
 - b. rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Robinhood Connect Tools or Robinhood Marks;
 - c. reverse engineer, disassemble, decompile the Robinhood Connect Tools in whole or in part;
 - d. disclose the Robinhood Connect Tools or any part thereof, to your agents, employees, or services providers, unless they require access to use, maintain, implement, correct or update the Robinhood Widget in accordance with this Agreement, and who are subject to confidentiality obligations the same as or greater than those contained herein;
 - e. with the exception of the Receiving Wallet Address, share any personally identifiable information of the end user with Robinhood in connection with this Agreement;
 - f. attempt to receive or uncover any personally identifiable information from Robinhood Connect or the Robinhood Offering;
 - g. engage in any activity with the Robinhood Connect Tools that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of Robinhood or any third party;
 - h. use the Robinhood Connect Tools or Robinhood Marks in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
 - i. combine or integrate the Robinhood Connect Tools with any software, technology, services, or materials not authorized in writing by Robinhood;
 - j. design or permit Your Platform to disable, override, or otherwise interfere with any Robinhood-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;

- k. use the Robinhood Connect Tools in Your Platform to replicate or attempt to replace the user experience of Robinhood Connect or the Robinhood Offering; or
 - l. use the Robinhood Connect Tools in Your Platform in connection with or to promote any products, services, or materials that constitute offensive, profane, obscene, libelous or otherwise illegal content.
4. Representations, Warranties, and Covenants. You represent and warrant that You have all requisite power and authority to enter into and perform this Agreement without the consent of any third party or governmental authority, and Your performance under this Agreement will not conflict with any organizational document or other obligations You may have to any other party. For the avoidance of doubt, if you are entering into this Agreement on behalf of an entity or organization, you represent and warrant that you have the authority to bind such entity or organization whether through delegated authority, through passage of a formal proposal, or other similar mechanism. You will comply with all terms and conditions of this Agreement, and all guidelines, standards, and requirements that may be imposed by Robinhood from time to time. You agree that, in connection with this Agreement, you will comply with all applicable laws, including but not limited to, export restrictions, end-user restrictions, antiterrorism laws, economic sanctions, and privacy laws. In particular, You are responsible for complying with applicable economic and trade sanctions laws and regulations of the United States and/or other jurisdictions (“Sanctions Laws”). You represent and warrant that (1) You, or any of Your partners, customers, or affiliated parties (“Affiliated Party”), are not listed on any U.S. or non-U.S. government list of sanctioned, prohibited and/or restricted parties; (2) You are not subject to any U.S. or non-U.S. government sanctions or trade restrictions; and (3) You do not have operations or Affiliated Parties in a country subject to comprehensive U.S. sanctions. You shall not import, export, re-export any of the Robinhood Connect Tools or any part or product thereof, or undertake any transaction or activity, in violation of Sanctions Laws, including but not limited to, enabling the use of the Robinhood Connect Tools in a country subject to comprehensive U.S. sanctions.
5. Your Platform. You agree to monitor the use of Your Platform for any activity that violates applicable laws, rules, and regulations or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of Your Platform from further use of Your Platform. As between You and Robinhood, You are responsible for all acts and omissions of Your end users in connection with Your Platform and their use of the Robinhood Widget. You agree that You are solely responsible for (and that Robinhood has no responsibility to you or to any third party for) any breach of Your obligations under this Agreement, any applicable third party contract or Terms of Service, or any applicable law or regulation, and for the consequences (including any loss or damage which Robinhood or any third party may suffer) of any such breach. You agree that You are solely responsible for posting any privacy notices and obtaining any consents from Your end users required under applicable laws, rules, and regulations for their use of Your Platform. All use by You of the Robinhood Marks, if any, will comply with any usage guidelines that Robinhood may specify from time to time. You agree that Your use of the Robinhood Marks in connection with this Agreement will not create any right, title, or interest in or to the Robinhood Marks in favor of You, and all goodwill associated with the use of the Robinhood Marks will inure to the benefit of Robinhood. In each instance that an end user clicks on the Robinhood Widget on Your Platform to be redirected to Robinhood Connect, You agree that You are solely responsible for sharing the Receiving Wallet Address associated with the correct end user to Robinhood. This Agreement does not entitle You to any support for the Robinhood Connect Tools or Your Platform.
6. Updates. You acknowledge that Robinhood may update or modify the Robinhood Connect Tools from time to time and at Robinhood’s sole discretion, and may require You to obtain and use the most recent version of the Robinhood Connect Tools. You are required to make any changes to Your Platform immediately as a result of such update at Your sole cost and expense. Updates may adversely affect how Your Platform communicates with Robinhood Connect or the Robinhood Offering. Robinhood shall have no liability of any kind to You or any end user with respect to such update of the Robinhood

Connect Tools or any adverse effects resulting from such update. Your continued use of the Robinhood Connect Tools following an update constitutes binding acceptance of the update.

7. No Fees. You acknowledge and agree that no license fees or other payments will be due under this Agreement in exchange for the rights granted under this Agreement. You acknowledge and agree that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, Robinhood reserves the right to start charging for access to and use of the Robinhood Connect Tools at any time.
8. Intellectual Property Ownership; Feedback. You acknowledge that, as between You and Robinhood, (a) Robinhood owns all right, title, and interest, including all intellectual property rights, in and to the Robinhood Connect Tools, Robinhood Connect, the Robinhood Offering, and the Robinhood Marks and (b) You own all right, title, and interest, including all intellectual property rights, in and to Your Platform, excluding the aforementioned rights in Section 8(a). You will safeguard the Robinhood Connect Tools and the Robinhood Marks (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify Robinhood if You become aware of any infringement of any intellectual property rights in the Robinhood Connect Tools and the Robinhood Marks and will fully cooperate with Robinhood, in any legal action taken by Robinhood to enforce Robinhood's intellectual property rights. If You or any of Your employees, contractors, and agents sends any communications or materials to Robinhood suggesting changes to the Robinhood Connect Tools, Robinhood Connect, or the Robinhood Offering, including without limitation, new features or functionality, or any comments, questions, or suggestions ("**Feedback**"), all such Feedback is and will be treated as non-confidential and non-proprietary and You agree that all the intellectual property rights contained in such Feedback are assigned to Robinhood.
9. Taxes: You understand that You are responsible for your own tax liabilities and any applicable tax reporting obligations that may arise as a result of this Agreement.
10. Disclaimer of Warranties. THE ROBINHOOD CONNECT TOOLS ARE PROVIDED "AS IS" AND ROBINHOOD SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ROBINHOOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ROBINHOOD MAKES NO WARRANTY OF ANY KIND THAT THE ROBINHOOD CONNECT TOOLS OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
11. Indemnification. You agree to indemnify, defend, and hold harmless Robinhood and its Affiliates, officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to (a) Your use or misuse of the Robinhood Connect Tools or Robinhood Trademarks; (b) Your breach or alleged breach of any representation, warranty or other provision of this Agreement by You; (c) any infringement or alleged infringement by You of any third-party intellectual property rights; (d) any personal injury or property damage caused by the negligence, fraud, or willful misconduct of You (including, your employees, agents, or subcontractors); (e) Your transmittal to Robinhood of the incorrect Platform Wallet Address; and (f) Your Platform, including any end user's use thereof, including but not limited to, any lost profits by the end user or any hacks or breach of the end user's account on Your Platform. These remedies are in addition to any other remedies available to Robinhood

at law or in equity. In the event Robinhood seeks indemnification or defense from You under this provision, Robinhood will promptly notify You in writing of the claim(s) brought against Robinhood for which Robinhood seeks indemnification or defense. Robinhood reserves the right, at Robinhood's option and in Robinhood's sole discretion, to assume full control of the defense of claims with legal counsel of Robinhood's choice. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by Robinhood or bind Robinhood in any manner, without Robinhood's prior written consent.

12. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL ROBINHOOD, ITS AFFILIATES, OFFICERS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, THE ROBINHOOD CONNECT TOOLS, ROBINHOOD CONNECT, THE ROBINHOOD OFFERING, THE ROBINHOOD WIDGET, OR THE ROBINHOOD MARKS; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF ONE HUNDRED U.S. DOLLARS (USD \$100.00) EVEN IF ROBINHOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR ROBINHOOD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
13. Robinhood's Confidential Information. You may receive or have access to Robinhood's Confidential Information. "**Robinhood's Confidential Information**" shall mean any information or data of any form disclosed by Robinhood, including information related to its products (including the discovery, invention, research, improvement, development, manufacture or sale thereof), any information related to its customers, processes, or business operations (including sales, costs, profits, pricing methods, organization to You in any form whether or not marked as confidential that reasonably should be understood to be confidential or proprietary given its nature and the circumstance of any such disclosure. For clarity, the Robinhood Connect Tools shall constitute Robinhood's Confidential Information.
 - a. You agree to use the same care and discretion to protect Robinhood's Confidential Information as You employ with similar information of Your own (but in no event less than reasonable care). You may only disclose Robinhood's Confidential Information to its agents, employees, personnel or subcontractors ("**Representatives**") who have a need to know, provided that such Representatives are bound to confidentiality obligations no less protective of Robinhood than this Agreement and that You remain responsible for compliance by any such Representatives with the terms of this Agreement. You may not disclose, copy, sell, assign, lease, rent or otherwise transfer Robinhood's Confidential Information to any third party without the prior written consent of Robinhood. In the event of actual or threatened unauthorized use or disclosure by You or Your Representatives, Robinhood will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. The obligations set forth in this Section will survive any expiration or termination of this Agreement.
 - b. A disclosure of Robinhood's Confidential Information compelled under a valid order issued by a court or governmental agency of competent jurisdiction shall not be considered a breach of confidentiality by You or a waiver of that obligation by Robinhood; provided however, before any such disclosure, You shall provide prompt written notice to Robinhood and reasonable assistance in seeking a protective order or other limitations on disclosure. If, after taking these steps, You are still required to disclose Robinhood's Confidential Information, You shall disclose only that of Robinhood's Confidential Information specifically required and will seek

assurances from the applicable court or agency that Robinhood's Confidential Information will be afforded confidential treatment.

14. Term and Termination. The term of this Agreement commences on the earliest of the dates on which (i) You acknowledge Your acceptance of this Agreement by clicking the “I ACCEPT” button, (ii) You access the Robinhood Connect Tools and (iii) or You begin using the Robinhood Connect Tools and will continue in effect until terminated as set forth in this Section. Robinhood may immediately terminate or suspend this Agreement, any rights granted herein, and/or Your licenses under this Agreement, in Robinhood’s sole discretion at any time and for any reason, by providing notice to You or revoking access to the Robinhood Connect Tools and Robinhood Trademarks. Upon termination of this Agreement for any reason all licenses and rights granted to You under this Agreement will also terminate and You must cease using, destroy, and permanently erase from all devices and systems You directly or indirectly control all copies of the Robinhood Connect Tools, Robinhood Trademarks, and any related data, information, and materials (with written confirmation of such destruction upon Robinhood’s request). Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive termination. Termination will not limit any of Robinhood's rights or remedies at law or in equity.
15. Modifications. You acknowledge and agree that Robinhood has the right, in its sole discretion, to modify this Agreement from time to time and without any notice to You. Robinhood will use reasonable efforts to notify You of the modifications and the effective date of such modifications through communications via email or other means. You must accept the modifications to continue accessing or using the Robinhood Connect Tools. If You object to the modifications, Your exclusive remedy is to cease any and all access and use of the Robinhood Connect Tools and the Robinhood Marks. You may be required to click to accept or otherwise agree to the modified terms in order to continue accessing or using the Robinhood Connect Tools and the Robinhood Marks, and in any event continued access or use of the Robinhood Connect Tools and the Robinhood Marks after the modified version of this Agreement goes into effect will constitute Your acceptance of such modified version.
16. Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal and state courts of the United States or the state and federal courts for San Mateo County and the state of California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
17. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to Robinhood must be sent to Robinhood’s corporate headquarters address at 85 Willow Road, Menlo Park, CA 94025; Attn: Commercial Legal, with a copy of such notice emailed to legal_notices@robinhood.com, and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by Robinhood. Notwithstanding the foregoing, You hereby consent to receiving electronic communications from Robinhood. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Robinhood Connect Tools, Robinhood Connect, Robinhood Offering, or Robinhood Marks. You agree that any notices, agreements, disclosures, or other communications that Robinhood sends to You electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by Robinhood with respect to a breach of this Agreement by

You or others does not constitute a waiver and will not limit Robinhood's rights with respect to such breach or any subsequent breaches. This Agreement is personal to You and may not be assigned or transferred by You for any reason whatsoever without Robinhood's prior written consent and any action or conduct in violation of the foregoing will be void and without effect. Robinhood expressly reserves the right to assign this Agreement and to delegate any of Robinhood's obligations hereunder.