## **Dividend Reinvestment Program**

Last Updated: March 1, 2024

# **Introduction**

DriveWealth offers a Dividend Reinvestment Program (the "**DRIP**"), which permits a customer to automatically reinvest dividends paid by issuers on Eligible Securities (defined below) held in their account. To participate, your introducing brokerage or advisory firm (together, "**Introducing Firm**") must elect to make the DRIP available to you. Additional terms may apply. This document explains the features of the DRIP and provides important disclosures. By voluntarily participating in the DRIP, you acknowledge that you have read and agree to these terms. DriveWealth will notify you in advance of any material changes to the DRIP.

## **Eligible Securities**

"Eligible Securities" are those securities made available for investing by your Introducing Firm, which also pay Dividends (defined below). If you choose to enroll in the DRIP, you are choosing to reinvest dividends paid to you from all Eligible Securities that you own; you do not need to select individual securities for the DRIP. Accordingly, DriveWealth will reinvest dividends paid on such Eligible Securities provided that (1) you own an Eligible Security prior to the record date for determining shareholders eligible to receive dividends and (2) you continue to hold the Eligible Security through the date upon which the dividend is paid.

You understand that DriveWealth, your Introducing Firm, or applicable law may limit the securities available to you. Thus, an Eligible Security held by you could become ineligible under the terms of the DRIP.

## **Dividends**

"Dividends" may include cash distributions such as regular and optional dividends, cash-in-lieu payments, and capital gain distributions, and will be reinvested in the applicable Eligible Securities as part of the DRIP. Special dividends, liquidations, late ex-date, and miscellaneous payments may not be eligible distributions for reinvestment. If you participate in DriveWealth's Fully Paid Securities Lending program through your Introducing Firm, DriveWealth may borrow an Eligible Security and, as a result, instead of a dividend payment you may receive a cash-in-lieu payment. If you receive a cash-in-lieu payment, you authorize DriveWealth to treat such payment as if it were not in lieu and to reinvest it accordingly as part of the DRIP.

#### Authorization for Automatic Investment

By participating in the DRIP, you authorize DriveWealth to reinvest the dividends of an Eligible Security on your behalf by submitting a market order for the same Eligible Security on the trading day following receipt of the dividend. You understand that you will not have use of the funds prior to reinvestment, as they will be segregated for that purpose. DriveWealth will combine the dividends in your account with those from other customers in the DRIP for reinvestment in the same security, using the combined funds to purchase securities on your behalf and on behalf of the other customers, providing you with the average-weighted price of the securities purchased in the open market. Your account will reflect the number of shares, including fractional shares, equal to your dividends divided by the purchase price per share once the reinvestment is complete.

There may be a rare instance in which DriveWealth is unable to reinvest all dividends on the next trading day. In such case, DriveWealth will reinvest the funds as soon as reasonably possible. You will not receive trade confirmations for DRIP transactions. However, DRIP transactions will be included on your account statement.

# **Fractional Shares**

Your participation in the DRIP may result in your ownership of fractional shares of an Eligible Security. Fractional shares and fractional trading present unique risks and certain limitations. You also may have different rights from full share interests in the same Eligible Security. DriveWealth refers you to its <u>Trading Disclosure</u> for further information regarding fractional shares.

# **Enrollment and Voluntary Participation**

If you wish to participate in the DRIP, you must enroll through your Introducing Firm. By doing so, your Introducing Firm will send DriveWealth an instruction regarding your participation. Your enrollment in the DRIP will take effect prior to the next dividend payment provided that DriveWealth receives an instruction regarding your participation at least two (2) trading days prior to the payment date of that dividend payment.

Your participation in the DRIP is voluntary, and you understand that DriveWealth has not made any recommendation that you participate in the DRIP. You further understand that DriveWealth is not recommending or offering any advice regarding the purchase of any Eligible Security or trading strategy. Dividend reinvestment does not assure profits on your investments, nor does it protect against losses in declining markets.

## **Termination**

You may terminate your participation in the DRIP at any time by providing notice to your Introducing Firm in the form that it requires. Your Introducing Firm is responsible for providing DriveWealth with an instruction to terminate your participation. Termination will take effect prior to the next dividend payment provided that DriveWealth receives an instruction regarding the termination of your participation in the DRIP at least two (2) trading days prior to the payment date of that dividend payment. You understand that your request to terminate your participation in the DRIP will not affect any other obligations that you may have to DriveWealth or your Introducing Firm.