

**Marcus Invest**  
**Electronic Signature and Delivery Agreement**  
**February 2021**

Please read this Goldman Sachs & Co. LLC (“**GS&Co.**”) Electronic Signature and Delivery Agreement (“**Agreement**”) carefully and retain a copy for your records. This Agreement applies to all current and future disclosures, agreements, statements, notices, tax forms, and other types of agreements, consents, elections, acknowledgments, disclosures, and documents (collectively, “**Communications**”) related to the services provided by GS&Co. through its Marcus Invest platform (the “**Services**”). As used in this Agreement, “**you**” means the person providing this consent and “**us**” or “**we**” or “**our**” means GS&Co.

**1. Consent to Electronic Delivery**

By clicking the check box next to the hyperlink for this Agreement, you consent and agree that:

- We can provide all Communications to you electronically including, but not limited to, all disclosures required by law and other information about your legal rights and duties;
- You have any necessary hardware, software or other technology to receive and review any Communications sent electronically, including Internet access, a valid e-mail address, the hardware and software described in Section 4 below, and a printer or other device to download and save any information you wish to retain; and
- Your electronic signature (as evidenced by checking boxes, clicks, or other actions) has the same effect as if you signed it in ink.

Your consent is effective immediately and will remain in effect until you tell us that you no longer want to receive Communications electronically by sending us notice in the manner described in Section 5 below.

**2. Method of Electronic Delivery**

You agree that the primary method we will use to deliver Communications to you will be to post the information on [www.marcus.com/us/en/invest](http://www.marcus.com/us/en/invest) or such other secure website or mobile application as we may specify in the future (collectively, the “**Site**”) and, to the extent required by law, to send you an e-mail notice directing you to the Site. You understand that you will be deemed to have received certain Communications (such as prospectuses and other Communications that do not contain personal financial information) when they are posted to a publicly available website. In addition, we reserve the right to post Communications to the Site without providing notice to you, to send e-mail documents to you by e-mail at your electronic address of record, or otherwise through the Site. You agree to check the Site regularly, as you may have no other way to know the Communications have been delivered to you.

You agree that electronic delivery of these Communications in any of the ways described in this Agreement will constitute good and effective delivery to you when posted or sent, regardless of whether you actually or timely receive or access the Communications.

**3. E-mail Address**

You must keep your e-mail or electronic address current with us. You must notify us immediately of any change in your e-mail or other electronic address. You may change the e-mail address on record for you through the Site, by sending an e-mail to [invest-support@marcus.com](mailto:invest-support@marcus.com), or by calling 1-833-720-6468. Until GS&Co. has received and had a reasonable time to act on any notice of such a change, GS&Co. may continue to send Communications to your previous e-mail address, and any such Communications will be deemed to have been delivered to you, whether or not you actually receive them.

If any e-mail notification sent to you at your electronic address of record is returned to GS&Co. as undeliverable and GS&Co. is unable to obtain a valid e-mail address, you will be deemed to have revoked your consent to electronic delivery and will be subject to the consequences described in Section 5 below.

#### **4. Hardware and Software You Will Need**

To view Communications, you will need a:

- Current Version (defined below) of an Internet browser we support;
- connection to the Internet;
- Current Version of a program that accurately reads and displays PDF files (which may be either a browser that supports native PDF rendering or a program such as Adobe Acrobat Reader); and
- device and an operating system capable of supporting all of the above.

By “**Current Version**,” we mean a version of the software that we support and that is currently being supported by its publisher. We support the Current Version and, for a period of time, the version immediately prior to the Current Version of Firefox, Google Chrome, Microsoft Internet Explorer and Safari. You acknowledge that you may incur expenses (such as Internet service provider charges) associated with electronic delivery of Communications and you agree that you will be solely responsible for all such expenses.

We agree to provide you with notice of any change in the hardware or software requirements needed to access or retain Communications electronically, and will give you the right to revoke your consent without the imposition of any fee if you cannot meet those requirements. If you revoke your consent to electronic delivery, you will be subject to the consequences described in Section 5 below.

#### **5. Withdrawing Your Consent to Electronic Delivery**

You may revoke or suspend your consent to electronic delivery at any time by sending an e-mail to [invest-support@marcus.com](mailto:invest-support@marcus.com) or by calling 1-833-720-6468. You may also request that GS&Co. send you paper copies of Communications that the law requires GS&Co. to provide to you. You agree, however, that if you revoke or suspend your consent or request paper copies of Communications, GS&Co. may charge you a reasonable service charge (to the extent permitted by law) for the delivery of paper copies of any Communication that would otherwise be delivered to you electronically. GS&Co. may also restrict, revoke or terminate your access to the Services, eliminate product features, or terminate your customer agreement or advisory agreement in accordance with the provisions of those agreements.

Any revocation of your consent will take effect on a date determined by GS&Co., which will be communicated to you in writing. You further agree that any revocation or suspension of your consent to this Agreement, your request for paper copies, or our delivery of any paper copies will not imply that the previous electronic delivery or signature of documents pursuant to this Agreement did not constitute good and effective delivery, as applicable, or otherwise revoke your consent to any agreement or any term thereof.

#### **6. Acknowledging Your Consent to Electronically Receive and Sign Agreements**

You agree to be bound by any agreement entered into electronically (through checking boxes, clicks or other actions) by any person using your user ID and password for the Site. You will not contest the legal effectiveness, validity, enforceability or use of the electronically stored copies of any agreements signed by you electronically based on the fact that the terms were accepted electronically, and you further agree that any such agreements entered into electronically will be deemed to be “in writing” and to have been “signed” by you with the same effect as a manual signature (and any electronic record of such agreements entered into electronically will be deemed to be “in writing”).