

INVESTIFI Securities LLC Customer Agreement

In consideration of INVESTIFI Securities LLC, and its agents and assigns ("INVESTIFI SECURITIES" or the "Broker") opening one or more accounts on the customer's behalf ("Customer Account(s)" or the "Account(s)") for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds, the Customer represents and agrees with respect to all Accounts to the terms set forth below (the "Customer Agreement"). When used in this Customer Agreement, the word "Customer" means the owner(s) of the Account. For the avoidance of doubt, in the case of a joint account, the word "Customer" means each of the owners of the joint Account.

THE COMPLETION OF A CUSTOMER OR ACCOUNT PROFILE OR SIMILAR FORM CONSITUTES AN APPLICATION TO OPEN A CUSTOMER ACCOUNT WITH THE BROKER. THE CUSTOMER UNDERSTANDS THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF THE RELATIONSHIP WITH THE BROKER REGARDING THE CUSTOMER'S ACCOUNT(S). THE CUSTOMER FURTHER UNDERSTANDS THAT THEIR ACCOUNT IS NOT PROVIDED BY OR AFFILIATED WITH THE CUSTOMER'S FINANCIAL INSTITUTION THROUGH WHICH THE CUSTOMER'S ACCOUNT AND SERVICES PROVIDED HEREIN ARE MADE AVAILABLE. THE CUSTOMER WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS CUSTOMER AGREEMENT BEFORE CLICKING "SUBMIT" OR OTHER SIMILARLY WORDED BUTTON. IF THE CUSTOMER HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS CUSTOMER AGREEMENT, THE CUSTOMER MAY EMAIL support@investifisecurities.co. THE CUSTOMER UNDERSTANDS THAT CLICKING "SUBMIT" OR OTHER SIMILARLY WORDED BUTTON IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT AND THE CUSTOMER WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. BY ENTERING INTO THIS AGREEMENT, THE CUSTOMER ACKNOWLEDGES RECEIPT OF THE BROKER'S PRIVACY POLICY AND PRIVACY AND SECURITY STATEMENT. THE CUSTOMER UNDERSTANDS THAT THIS CUSTOMER AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY THE BROKER, WITH REVISED TERMS POSTED ON THE PLATFORM PER SECTION 28(F) BELOW. THE CUSTOMER AGREES TO CHECK FOR UPDATES TO THIS CUSTOMER AGREEMENT. THE CUSTOMER UNDERSTANDS THAT BY CONTINUING TO MAINTAIN A CUSTOMER ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS CUSTOMER AGREEMENT, THAT THE CUSTOMER IS ACCEPTING THE TERMS OF THE REVISED CUSTOMER AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF THE CUSTOMER REQUESTS OTHER SERVICES PROVIDED BY THE BROKER THAT REQUIRE THE CUSTOMER TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS CUSTOMER AGREEMENT.

THE CUSTOMER ALSO UNDERSTANDS THAT BY CLICKING "SUBMIT APPLICATION" THE CUSTOMER HAS ACKNOWLEDGED THAT THIS CUSTOMER AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 25 HEREIN.

1. Capacity and Status.

If an individual, the Customer represents that it is of legal age under the laws of the state where the Customer resides and authorized to enter into this Customer Agreement. No person, except the Customer (or any person named in a separate agreement or joint account), has any interest in the Account opened pursuant to this Customer Agreement.

The Customer acknowledges that unless the Broker receives written objection from the Customer via email at **support@investifisecurities.co**, the Broker may provide the Customer's name, address, and securities positions to requesting companies in which the Customer holds securities. Except as otherwise disclosed to the Broker in writing, neither the Customer nor any member of the Customer's immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. The Customer understands and agrees to the Customer's obligation to promptly notify the Broker in writing if the Customer or the Customer's immediate family becomes registered or employed in any of the above-described capacities. Except as otherwise disclosed to the Broker in writing, the Customer is not a Professional (as defined below) and further agrees to promptly notify the Broker in writing if the Customer is now or if in the future becomes a Professional or an officer, director or 10% stockholder of any publicly traded company.

All correspondence with the Broker, including when Customer is required to provide notice to Broker per this Agreement, shall be directed to support@investifisecurities.co

2. Market Data and other Third-Party Information.

A. <u>Definitions</u>.

- "Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on exchanges such as the New York Stock Exchange ("NYSE") and/or NASDAQ, as well as the Options Pricing Regulatory Authority ("OPRA"); (b) such bond, option, and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the NYSE or NASDAQ may from time to time designate as "Market Data"; and (c) all information that derives from any such information.
- 2) "Nonprofessional" means any natural person who receives market data solely for his/her personal, non-business use and who is not a "Professional."
- 3) A "Professional" includes an individual who, if working in the United States, is: (i) registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodity Futures Trading Commission (the "CFTC"), any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) engaged as an "investment advisor" as that term is defined in Section 202(a)(11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act), or (iii) employed by a bank or other organization exempt from registration under federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt. A person who works outside of the United

States will be considered a "Professional" if he or she performs the same functions as someone who would be considered a "Professional" in the United States.

B. <u>Provisions Applicable to All Customers</u>.

- 1) <u>Proprietary Nature of Data</u>. The Customer understands and acknowledges that each Authorizing SRO and Other Data Disseminator (as defined below) has a proprietary interest in the Market Data that originates on or derives from it or its market(s). The Customer agrees not to reproduce, distribute, sell or commercially exploit the Market Data in any manner.
- 2) Enforcement. The Customer understands and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Customer Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Customer Agreement, by legal proceedings or otherwise, against the Customer or any person that obtains Market Data that is made available pursuant to this Customer Agreement other than as this Customer Agreement contemplates.
- <u>Data Not Guaranteed</u>. The Customer understands that neither the Broker nor any 3) Authorizing SRO, other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator"), information provided for over the Platform (as defined in Section 3), or information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy, completeness, reliability, or content of Market Data or of other website and trading platform content and market information or messages disseminated to or by any Disseminating Party. The Customer understands that neither the Broker nor any Disseminating Party (including the provided used for market data and asset price quotes guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. The Customer understands that neither the Broker nor any Disseminating Party warrants that the service provided by any such entity will be uninterrupted or errorfree. Further, the Customer understands that Market Data by a disseminating third party that provides market data to the Broker's customers. NEITHER THE BROKER, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, NOR ANY DISSEMINATING PARTY SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (I) ANY MARKET DATA, INFORMATION OR MESSAGE, OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR (B) ANY LOSS (AS DEFINED IN THIS CUSTOMER AGREEMENT) OR DAMAGE ARISING FROM OR OCCASIONED BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (II) NON-PERFORMANCE OR III) INTERRUPTION IN ANY SUCH MARKET DATA, INFORMATION, OR MESSAGE, WHETHER DUE TO ANY ACT OR OMISSION BY THE BROKER, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR ANY OTHER CAUSE BEYOND THE

- REASONABLE CONTROL OF THE BROKER, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS AND EMPLOYEES, OR ANY DISSEMINATING PARTY.
- 4) <u>Permitted Use</u>. The Customer shall not furnish Market Data to any other person or entity. If the Customer receives Market Data other than as a Nonprofessional, the Customer shall use Market Data only for personal individual use.
- 5) <u>Dissemination</u>, <u>Discontinuance</u>, <u>or Modification</u>. The Customer understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.
- 6) <u>Duration; Survival</u>. This Section 2 of this Customer Agreement remains in effect for so long as the Customer has the ability to receive Market Data as contemplated by this Section 2. In addition, Sections 2(B)(1)-(3) and Section 2(B)(7), survive any termination of this Customer Agreement.
- 7) <u>Miscellaneous</u>. The laws of the State of California shall govern this Section 2 and it shall be interpreted in accordance with those laws. This Subsection is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act.

C. Provisions Applicable to Nonprofessionals.

- 1) Permitted Receipt. The Customer understands that Market Data may not be received from the Broker as a Nonprofessional, and the Broker may not provide Market Data to the Customer as a Nonprofessional, unless the Broker first properly determines that the Customer qualifies as a Nonprofessional as defined above and in fact the Customer qualifies as a Nonprofessional. The Customer agrees that, as a prerequisite to the Broker qualifying the Customer as a Nonprofessional, that the Customer will provide to the Broker truthful and accurate information regarding the Customer, such as the Customer's: occupation, employer, employment position and functions; use of Market Data; registration status with any securities agency, exchange, association, or regulatory body, or any commodities or future contract market, association, or regulatory body, whether in the United States or elsewhere; and any compensation of any kind the Customer may receive from any individual or entity for the Customer's trading activities, asset management, or investment advice. Except as otherwise declared to the Broker in writing, by executing this Customer Agreement, the Customer certifies to meet the definition of Nonprofessional as set forth in this Customer Agreement.
- 2) <u>Permitted Use</u>. If the Customer is a Nonprofessional, the Customer agrees to receive Market Data solely for personal, non-business use.

3) <u>Notification</u>. The Customer shall notify the Broker promptly in writing of any change in the Customer's circumstances that may cause the Customer to cease to qualify as a Nonprofessional.

3. Authorization.

The Customer understands that the Customer Account is self-directed, and that all securities offered by Broker will be recommended to Customer by AdvisiFi, LLC, an SEC-registered investment adviser ("AdvisiFi") through the Customer's account with AdvisiFi ("RIA Account"). Accordingly, the Customer appoints the Broker as the Customer's agent for the purpose of carrying out the Customer's, or AdvisiFi's on behalf of Customer, directions to the Broker in accordance with the terms and conditions of this Customer Agreement and any attendant risks with respect to the purchase or sale of securities. The Broker is authorized to open or close the Customer's Account(s), place and withdraw orders and take such other steps as are reasonable to carry out the Customer's or AdvisiFi's (on behalf of Customer) directions. All transactions will be effected only on the Customer's order or the order of the Customer's authorized delegate, entered through the Platform, except as described in Section 9. The Customer understands the Broker provides trading and brokerage services through the InvestiFi Inc. ("InvestiFi") platform (collectively, the "Platform"), which is only made available through the websites and mobile applications of thirdparty credit unions and other depository institutions who contract with InvestiFi ("Financial Institution(s)"), and that the Customer can only access Broker's services and the Customer Account through the Customer's account with their Financial Institution ("Financial Institution Account"). Closing a Financial Institution Account will cause the Customer to lose access to their Customer Account, and will restrict Customer's trading capabilities as described below in Sections 4(K) and 15(A)(1). The Customer agrees to receive and transmit financial information through such electronic means. The Customer's use or grant of access to the Customer Account to any third party to access information or place transactions in the Customer Account is solely at the Customer's risk.

4. Customer Representations and Responsibilities.

(A) <u>Customer Representations</u>.

Customer Represents and Warrants that:

- The Account is not maintained by a current or former Politically Exposed Person or Public Official (includes U.S. and Foreign Individuals).
- The Account is not maintained by a Foreign Financial Institution as defined by Title 30 of the Code of Financial Institution as defined by Title 30 of the Code of Federal Regulations.
- The Account is not a Foreign Bank organized under foreign law and located outside of the United States as defined by Title 31 of the Code of Federal Regulations.
- They have carefully reviewed, understand and agree to the terms and provisions
 of the following: Broker's Customer Relationship Summary (Form CRS), InvestiFi's
 Terms of Use and Privacy Policy, Broker's Pattern Day Trading Disclosure and
 Payment for Order Flow Disclosure, Broker's Business Continuity Statement, and
 Broker's Pricing and Fees Schedule, as well as the agreements required and

- disclosures provided by RQD* Clearing, LLC in order for the Customer to open their account.
- All information provided by the Customer to Broker is accurate. Customer understands that the Broker is authorized rely on this information, and Customer agrees to notify the Broker promptly regarding any change in the information provided in Customer's Customer Account application and Investor Profile (defined below).
- Customer consents to receive all future Account-related information electronically and consistent with Section 27 herein.
- By clicking "submit" or other similarly worded button electronically, it is equivalent to a written signature, and Customer understands that Customer is entering into a legal agreement.
- Customer acknowledges and agrees that Broker did not directly solicit Customer to open a brokerage account.
- (B) <u>Self-directed Account</u>. The Customer understands that the Customer Account is self-directed, and so the Customer is solely responsible for any and all orders placed in the Customer Account and that all orders entered by the Customer or on behalf of the Customer are unsolicited and based on the Customer's own investment decisions or the investment decision of the Customer's duly authorized representative or agent.

Accordingly, the Customer agrees that neither the Broker nor any of its employees, agents, principals, or representatives:

- 1) provide investment advice in connection with this Account;
- 2) recommend any security, transaction, or order;
- 3) solicit orders;
- 4) act as a market maker in any security;
- 5) make discretionary trades;
- 6) produce or provide first-party research providing specific investment strategies such as buy, sell, or hold recommendations, first-party ratings and/or price targets; and
- 7) offer or otherwise facilitate the sale of cryptocurrencies or other digital assets.

To the extent research materials or similar information are available through the Platform or the websites of any entity controlled by, controlling, or under common control with the Broker (such entity, an "Affiliate"), the Customer understands that these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any securities transactions or to engage in any investment strategies.

(C) <u>Information Accuracy</u>. The Customer: (i) certifies that the information contained in this Customer Agreement, the investor profile completed during the Customer Account opening process ("Investor Profile"), and any other document furnished to the Broker in connection with the Customer's Account(s), including the information submitted by Customer in the Customer's Financial Institution Account, is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing the Broker to extend credit is a federal crime; (ii) authorizes the Broker to contact any individual or firm noted herein or on the

documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information; (iii) authorizes anyone so contacted to furnish such information to the Broker as may be requested; and (iv) agrees that this Customer Agreement, the investor profile and any other document furnished in connection with the Customer Account is the Broker's property, as the case may be. The Customer shall promptly advise the Broker of any changes to the information submitted, in such agreements, documents or otherwise, and including the information submitting in the Customer's Financial Institution Account, in writing via email, within ten (10) calendar days. The Customer authorizes the Broker to obtain the Customer's information from the Customer's Financial Institution Account and understands and agrees that any updates to the information in the Customer's Financial Institution Account may reflect in the Broker's records. The Customer further authorizes the Broker to obtain reports and to provide information to others concerning the Customer's creditworthiness and business conduct. Upon the Customer's request, the Broker agrees to provide the Customer a copy of any report so obtained. The Broker may retain this Customer Agreement, the Account application and or Investor Profile, and all other such documents and their respective records at the Broker's sole discretion, whether or not credit is extended.

- (D) <u>Risks</u>. The Customer understands that all investments involve risk, that losses may equal or exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns.
- (E) Account Defaults. The Customer understands that the Customer Account may come with defaulted service instruction features and preferences. If available, the Customer further understands that the Customer is not required to use these defaulted options or preferences and that once the Customer Account is approved and opened the Customer has the sole discretion to control and adjust such defaulted service preferences that relate to the Customer's Account.
- (F) Knowledge of Account. The Customer understands that the Customer is solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in the Customer Account including mergers, reorganizations, stock splits, name changes or symbol changes, dividends, option symbols, and option deliverables. The Customer further understands that certain securities may grant the Customer valuable rights that may expire unless the Customer takes specific action. These securities include bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. The Customer is responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with the Customer's securities may be called, cancelled, or modified. The Broker may, but is not obligated to, notify the Customer of any upcoming expiration or redemption dates, or take any action on the Customer's behalf without specific instructions from the Customer except as required by law and the rules of regulatory authorities. The Customer acknowledges that the Broker may adjust the Customer's Account to correct any error. The Customer may be charged a commission for any such transaction described in this Section 4(F). The Broker is not obligated to take any of these actions and the Broker is not liable for Losses should it not take them.

(G) <u>Purchases and Sales</u>. All orders for the purchase or sale of securities given for the Account will be authorized by the Customer and executed in reliance on the Customer's promise that an actual purchase or sale is intended. It is the Customer's obligation to pay for purchases immediately or on the Broker's demand. The Customer understands the Broker may at any time, in its sole discretion and without prior notice, prohibit or restrict the Customer's ability to trade securities. The Customer further agrees not to allow any person to trade for his or her Account unless a trading authorization for that person has been received and approved by the Broker. The Broker reserves the right to require full payment in cleared funds prior to the acceptance of any order. In the event that the Customers fail to provide sufficient funds, the Broker may, at its option and without notice, (i) charge a reasonable rate of interest, (ii) liquidate the securities subject of the buy order, or (iii) sell other Property owned by the Customer and held in any of the Customer's Accounts. The Broker may also charge any consequential Loss to the Customer's Account. For purposes of this Agreement, "Property" shall mean all monies, contracts, and investments, whether for present or future delivery, and all related distributions, proceeds, products, and accessions.

(H) Stop Orders. Stop orders are not currently available.

- (I) <u>Assistance by the Broker</u>. The Customer understands that when requesting assistance from the Broker or its employees in using the investment tools available on the Platform, it will be limited to an explanation of the tool's functionality and, if requested by the Customer, to the entry by the Broker or its employees of variables provided by the Customer, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.
- (J) No Tax or Legal Advice. The Customer understands that the Broker does not provide tax or legal advice.
- (K) <u>Discontinuation of Services</u>. The Customer understands that the Broker may discontinue the Customer Account and any services related to the Customer Account immediately by providing written notice to the Customer. Further, the Customer understands that in order to access and maintain full trading capabilities in a Customer Account, the Customer must maintain a Financial Institution Account. If the Customer ceases to maintain or otherwise closes their Financial Institution Account, the Customer will lose access to their Customer Account and will be limited to liquidating investment positions in their Customer Account, either over the phone or via email. Customers may also initiate a transfer of the assets in the Customer Account to another broker-dealer in accordance with Section 15(B)(5). In the event of a closure of Customer's Financial Institution Account, confirmations and account statements will continue to be sent to Customer electronically to the email address on file with Broker and the Clearing Broker (defined below), subject to the terms of this Customer Agreement. Sale proceeds from any liquidated securities positions will be remitted to Customer by the Clearing Broker, via check or federal wire, and sent to Customer at Customer's address on record with the Clearing Broker. Neither Clearing Broker nor Broker shall be liable in the event Customer's address on record is incorrect and the remittance of payment in the form of sale proceeds is not received.

(L) Electronic Access.

- The customer is solely responsible for keeping the Customer Account numbers and PINs confidential and will not share this information with third parties. "PINs" shall mean the Customer's username and password, whether used to access the Platform directly or indirectly.
- 2) The Customer agrees and accepts full responsibility for monitoring and safeguarding the Customer Accounts and access to the Customer Accounts.
- 3) The Customer agrees to immediately notify the Broker in writing, delivered via e-mail, if the Customer becomes aware of: (i) any loss, theft, or unauthorized use of the Customer PINs or Account numbers; (ii) any failure by the Customer to receive any communication from Broker indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by the Customer to receive an accurate written confirmation of an order, execution, or cancellation; (iv) any receipt by the Customer of confirmation of an order, execution or cancellation, which the Customer did not place; (v) any inaccurate information in or relating to the Customer orders, trades, Account balances, deposits, withdrawals, securities positions or transaction history; or (vi) any other unauthorized use or access of the Customer Account.
- 4) Each of the events described in subsections (L)(3)(i)-(vi) shall be deemed a "Potential Fraudulent Event". The use and storage of any information including the Customer Account numbers, PINs, portfolio information, transaction activity, account balances and any other information or orders available on the Customer's wireless, web-enabled cellular telephone or similar wireless communications device (collectively, "Mobile Device") or the Customer's personal computer is at the Customers own risk and is the Customer's sole responsibility. The Customer represents that the Customer is solely responsible for and has authorized any orders or instructions appearing in, originating from, or associated with the Customer Account, the Customer Account number, the Customer username and password, or PINs. The Customer agrees to notify the Broker immediately after the Customer discovers any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. Upon request by the Broker, the Customer agrees to report any Potential Fraudulent Event promptly to legal authorities and to provide the Broker a copy of any report prepared by such legal authorities. The Customer agrees to cooperate fully with the legal authorities and the Broker in any investigation of any Potential Fraudulent Event and the Customer will complete any required affidavits promptly, accurately and thoroughly. The Customer also agrees to allow the Broker access to the Customer's Mobile Device, the Customer's computer, and the Customer's network in connection with the Broker's investigation of any Potential Fraudulent Event. The Customer understands that if the Customer fails to do any of these things the Customer may encounter delays in regaining access to the funds in the Customer Account. The Customer agrees to indemnify and hold the Broker, its Affiliates, and the Broker and its Affiliates' respective officers, directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event. The Customer acknowledges that the Broker does not know when a person entering orders with the Customer's username and password is indeed the Customer.
- 5) <u>Trusted Contact Person.</u> The Customer understands that, pursuant to FINRA regulations, the Broker is authorized to contact the Trusted Contact Person (as defined by FINRA Rule 4512) designated for the Customer Account and to disclose information about the Customer Account to address possible financial exploitation, to confirm the specifics of

the Customer's current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by Rule 2165.

5. Clearance of Trades.

The Customer understands that the Broker has entered into a clearing agreement with RQD* Clearing, LLC ("Clearing Broker") whereby the Broker will introduce the Customer Account to the Clearing Broker, and the Clearing Broker will hold Customer funds and securities, and clear and settle all transactions on a fully-disclosed basis. The Customer understands that the Clearing Broker carries the Customer Account(s) and is responsible for the clearing and bookkeeping of transactions, but is not otherwise responsible for the conduct of the Broker.

Until receipt from the Customer of written notice to the contrary, the Clearing Broker may accept from the Broker, without inquiry or investigation, (i) orders for the purchase or sale of securities, or otherwise, and (ii) any other instructions concerning the Customer Accounts. The Clearing Broker shall look solely to the Broker unless otherwise directed by the Broker, and not to the Customer, with respect to any such orders or instructions; except that the Customer understands that the Clearing Broker will deliver confirmations, statements, and all written or other notices with respect to the Customer Account directly to the Customer with copies to the Broker, and that the Clearing Broker will look directly to the Customer or the Broker for delivery of payment or securities. The foregoing shall be effective as to the Customer Account(s) until written notice to the contrary is received from the Customer by the Clearing Broker or the Broker.

6. Review of Confirmations and Statements.

The Customer agrees that it is the Customer's responsibility to review order execution confirmations and statements of the Customer Account(s) promptly upon receipt. The Customer agrees to receive all confirmations and account statements, as well as all tax related documents, in electronic format. The Customer understands that account statements will evidence all activity in the Customer Account for the stated period, including securities transactions, cash balances, credits to the Customer Account and all fees paid from the Customer Account. Notwithstanding Section 27(B), confirmations will be considered binding on the Customer unless the Customer notifies the Broker of any objections within two (2) calendar days from the date confirmations are sent. Account statements will be considered binding on the Customer unless the Customer notifies the Broker of any objections within ten (10) calendar days after the Customer Account statements are posted online. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, the Broker reserves the right to determine the validity of the Customer objection. If the Customer objects to a transaction for any reason, the Customer understands and agrees that the Customer is obligated to take action to limit any losses that may result from such transaction or the Customer will bear sole responsibility for any losses relating to the transaction, even if the Customer objection to the transaction is ultimately determined to be valid. Nothing in this Section 6 shall limit the Customer responsibilities as described in Section 4 of this Customer Agreement.

7. Important Information Needed to Open a New Account.

To help the government better detect the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, the Customer understands that when the Customer opens an account at the Broker, the Broker, the Customer will be required to provide their name, address, date of birth and other identifying information. The Customer may also be asked to provide copies of the Customer's driver's license, passport, or other identifying documents. The Customer understands that the Broker may take steps to verify the accuracy of the information the Customer provided to the Broker in the Customer Account application or otherwise, and that the Broker may restrict the Customer's access to the Customer Account pending such verification. The Customer will provide prompt notification to the Broker of any changes in the information including the Customer's name, address, e-mail address and telephone number. The Customer further understands that if the Customer attempts to access the Customer Account from a jurisdiction subject to certain U.S. sanctions or the Customer is ordinarily resident in such a jurisdiction, or if the Broker reasonably believes that the Customer am attempting such access or have become a resident in such a jurisdiction, the Broker may restrict the Customer Account, and any pending orders may be cancelled. If this happens, the Customer understands that the Customer should contact support@investifisecurities.co, and that the Customer may be asked to provide supplemental information as part of this process. The Customer further understands that the Customer must close the Customer Account before establishing residency in any jurisdiction subject to U.S. sanctions.

U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") Certification. Customer acknowledges that he or she is aware that the Broker has OFAC sanctions compliance obligations. Customer also acknowledges that this Agreement and the Customer Account are subject to U.S. sanctions laws, rules, and regulations where Customer will not permit the Customer Account to be used in a manner that would cause a violation of the above referenced laws, rules, and regulations. Customer also specifically represents and warrants that Customer has not been designated by OFAC as a Specially Designated National ("SDN"), that Customer has no reason to believe that Customer would be considered a blocked person by OFAC, and that Customer is not acting as an agent of any such person. To the extent that OFAC, via laws, rules, regulations, or executive order, has promulgated restrictive measures against a government or regime ("sanctioned regime"), Customer further represents and warrants that Customer is not employed by or acting as an agent of (1) an entity owned or controlled by a sanctioned regime, (2) a government-controlled entity of a sanctioned regime, or (3) a government corporation of a sanctioned regime.

Further, Customer acknowledges and consents to the Broker restricting the Customer Account and canceling any pending orders to the extent the Broker believes Customer is accessing these from (1) a jurisdiction that is subject to comprehensive sanctions by OFAC or (2) any jurisdiction the Broker has made a risk-based decision to restrict access to use of its application and website. If this happens, please contact support@investifisecurities.co, and Customer may be asked to provide supplemental information as part of this process. Additionally, Customer agrees that Customer will notify the Broker and close the Customer Account before establishing residency in any jurisdiction subject to U.S. sanctions. The Broker is not liable for any Losses, including any trading Losses, that Customer may suffer as a result of the foregoing.

Politically Exposed Person ("PEP") Certification. Customer represents and warrants that Customer is not a PEP. To the extent Customer is or becomes a PEP in the future while Customer holds a Customer Account with the Broker, Customer represents and warrants that Customer will immediately notify the Broker and subject Customer to any due diligence measures deemed appropriate by the Broker.

A PEP is an individual who is/was or is an immediate family member (spouse, parent, sibling, children, in-law, or dependent) or close associate (someone who is closely connected to the individual either socially or professionally) of (1) a senior official in the executive, legislative, administrative, military, or judicial branches of a government (whether elected or not); (2) a senior official of a major political party; (3) a senior executive of a government-owned entity; or (4) a foreign individual who was or has been entrusted with a prominent public function. A senior official or executive includes an individual with substantial authority over policy, operations, or the use of government-owned resources.

8. Telephone Conversations and Electronic Communications.

The Customer understands and agrees that the Broker may record and monitor any telephone or electronic communications with the Customer. Unless otherwise agreed in writing in advance, the Broker does not consent to the recording of telephone conversations by any third party or the Customer. The Customer acknowledges and understands that not all telephone or electronic communications are recorded by the Broker, and the Broker does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

9. Oral Authorization.

The Customer agrees that the Broker shall be entitled to act upon any oral instructions given by the Customer so long as the Broker reasonably believes such instruction was actually given by the Customer or the Customer's authorized agent.

10. Applicable Laws and Regulations.

All transactions in the Customer Account will be subject to federal securities laws and regulations, the applicable laws and regulations of any state or jurisdiction in which the Broker is registered, the rules of any applicable self-regulatory organization of which the Broker is a member and the rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. In no event will the Broker be obligated to effect any transaction it believes would violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory organization.

11. Erroneous Distributions.

The Customer agrees to promptly return to the Broker any assets erroneously distributed to the Customer. In the event that the Customer sells a security prior to its ex-dividend/distribution date, and the Customer receives the related cash/stock dividend or distribution in error, the Customer directs the Broker on the Customer's behalf to pay such dividend/distribution to the entitled purchaser of the securities the Customer sold, and the Customer guarantees to promptly reimburse the Broker for, or deliver to the Broker, said dividend or distribution.

12. Market Volatility; Market Orders; Limit Orders; and Queued Orders.

The Customer understands that, whether the Customer places a market, the Customer will receive the price at which the Customer order is executed in the marketplace, subject to any clarification stated below. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and the Customer may receive partial executions of an order at different prices. The Customer understands that the Broker is not liable for any price fluctuations. The Customer also understands that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices. Further, all orders are marked "Not Held," which gives the Clearing Broker and/or its agents the time and price discretion to execute the order without being held to the current quote.

The Customer understands that securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If the Customer places a market order, the Customer agrees to pay or receive the prevailing market price at the time the Customer market order is executed. The Customer understands that the price the Customer pays may be significantly higher or lower than anticipated at the time the Customer placed the order. The Platform may contain further information regarding order types and limitations, which the Customer agrees to read and understand before placing such orders.

As a customer of the Broker, the Customer understands scenarios may arise where a Customer is unable to trade, a trade they have placed is not able to be executed, and/ or a position in which they have affected but not yet paid for must be sold at the Broker's discretion. These include, after the market has closed for the day, there is insufficient funds in the Financial Institution Account, the Financial Institution Account is closed, or when Customer has reached the limit of permissible orders prescribed by the Pattern Day Trading Rule. Customer understands the Broker does not permit Pattern Day Trading. For further details please see Section 15(B)(3). The Customer may have the ability to place a queue order request in the system to be executed when available ("Queued Order"). If able, the Customer understands that the Customer Queued Order request is prioritized based on the order in which it is received by the Broker, and that the Queued Order requests are sent out for execution shortly after the market opens on the next permissible day of trading for the Customer. The Customer further understands that each Queued Order request is sent out per customer and per security in a similar manner as to the Broker's market orders (described above), and that they are not aggregated.

13. Extended Trading Hours.

Regular trading hours ("RTH") generally means trading between 9:30 a.m. and 4:00 p.m. Eastern Standard Time ("EST"). The Broker does not offer Extended Trading Hours ("ETH") or permit order submitted after RTH.

14. Restrictions on Trading, Deposits and Use of Services.

The Customer understands that the Broker may, in its discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of the Customer Accounts. The Customer understands that the Broker may execute all orders by the Customer on any exchange or market, unless the Customer specifically instructs the Broker to the contrary. In the event of a breach or default by the Customer under this Customer Agreement, the Broker shall have all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein. The Customer understands that the Broker may at any time, at its sole discretion and without prior notice to the Customer: (i) prohibit or restrict the Customer's ability to trade, (ii) refuse to accept any of the Customer's transactions, (iii) refuse to execute any of the Customer transactions, or (iv) terminate the Customer Account. Subject to the restrictions on Customer's access to the Customer Account as described in Section 4(K) above, the closing of the Customer Account will not affect the rights or obligations of either party incurred prior to the date the Customer Account is closed.

Further, the Broker will not tolerate any foul or abusive language, physical violence, threatening behavior, or other inappropriate conduct directed toward the Broker, its Affiliates' officers, employees, contractors or customers. If the Customer engages in any such behavior, as determined by the Broker in its sole discretion, the Customer agrees that the Broker is authorized to: (i) liquidate any securities, instruments or other property in the Customer Account, (ii) transmit any sale proceeds arising from liquidations, and any resting cash balance, to the Customer's Financial Institution Account, and (iii) close the Customer Account. The Broker will not be responsible for any Losses caused by the liquidation of securities, instruments or other property pursuant to this paragraph, including any tax liabilities.

15. Platform Trading

A. Platform.

1) Platform Offering. Customer understands that Broker offers securities solely through the Platform, which Customer can access solely through their Financial Institution. Closing a Financial Institution Account will restrict Customer's access to the Customer Account and will limit trading capabilities to 'sell only'. The Platform is operated by InvestiFi and includes Broker's securities offering as well as AdvisiFi's investment advisory offering. Broker's role on the Platform is limited to introducing brokerage services and specifically, receiving instructions from AdvisiFi and introducing Customer's Customer Account and all transactions to RQD. Customer understands that their relationships with Broker and AdvisiFi are controlled by separate documentation governing such relationships (collectively, the "Platform Documentation"). For the avoidance of doubt,

this Customer Agreement <u>solely</u> governs the relationship between Customer and Broker, and not the Customer's relationship with AdvisiFi or any other Affiliate.

Customer understands and acknowledges that Customer's securities and cash held with the Clearing Broker are SIPC protected.

CUSTOMER UNDERSTANDS AND AGREES THAT WHEN IT OPENS AN ACCOUNT AND ACCESSES THE PLATFORM, THAT CUSTOMER WILL INTERACT WITH EACH OF THE RELEVANT ENTITIES DEPENDING ON CUSTOMER'S ACTIVITIES ON THE PLATFORM. CUSTOMER FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT CLEAR, EXPLICIT AND REPEATED DISCLOSURES WILL BE PROVIDED TO CUSTOMER AT ALL RELEVANT TIMES DURING CUSTOMER ACCESS OF THE PLATFORM. IN THE EVENT THAT CUSTOMER HAS ANY QUESTIONS REGARDING CUSTOMER'S RELATIONSHIP WITH BROKER, OR ANY OF THE ENTITIES, OR QUESTIONS REGARDING ANY OF THE INFORMATION CONTAINED IN THIS CUSTOMER AGREEMENT, CUSTOMER WILL IMMEDIATELY CONTACT BROKER AT SUPPORT@INVESTIFISECURITIES.CO PRIOR TO ENGAGING IN ANY TRADING AND/OR RELATED ACTIVITY ON THE PLATFORM.

Funding. Customer understands that each trade will be funded using the Customer's Financial Institution Account. Customer agrees that, by initiating or directing a purchase or sale order, Customer is authorizing their Financial Institution, or other vendor that AdvisiFi may engage from time to time, to either (i) make use of the Automated Clearing House ("ACH") payment system to facilitate, or (ii) facilitate by wire, the transfer of money to the Clearing Broker, for purchases, and to receive money from the Clearing Broker and subsequently allocate such monies to the Customer's Financial Institution Account, for sales and other free credit balances.

B. Customer Account.

1) <u>Self-Directed Investing; No Recommendations</u>. Customer's Account is self-directed, meaning that Broker does not provide recommendations and Broker is not responsible for the suitability of any investment made in the Customer's Account. Customer is solely responsible for any and all orders placed within Customer Account. Customer acknowledges that, with respect to Broker, all orders placed within Customer Account are unsolicited and based upon Customer's own investment decisions and evaluation of the benefits and risks associated with trading in Customer Account.

CUSTOMER ACKNOWLEDGES THAT BROKER DOES NOT: (i) PROVIDE ANY INVESTMENT ADVICE IN CONNECTION WITH THE CUSTOMER ACCOUNT; (ii) RECOMMEND ANY SECURITY, TRANSACTION, STRATEGY, OR ORDER; (iii) SOLICIT ORDERS; (iv) ACT AS A MARKET MAKER IN ANY SECURITY; OR, (v) MAKE DISCRETIONARY TRADES ON CUSTOMER'S BEHALF.

2) <u>Instant Deposit Account; No Extension of Credit</u>. All Customer Accounts will be 'zero balance' accounts, meaning that Customer Accounts held with RQD will not hold an overnight cash balance. All funds held with RQD will be returned, daily, to the Customer's Financial Institution Account. Customers may have access to unsettled funds, subject to certain restrictions and limitations. All securities, assets and other

property held in the Customer Account are subject to a lien in favor of Broker for the payment of all trades, debit balances or other obligations, as applicable, arising in connection with the Customer Account. Customer may request to close the Customer Account at any time by contacting support@InvestiFisecurities.co.

Customer further understands that no margin or other credit will be granted to the Customer Account unless and until approved by Broker.

- 3) Prohibition of Pattern Day Trading. Customer may not engage in "pattern day trading." Pattern day trading occurs when Customer initiates four or more day trades within five business days, provided the number of day trades are more than six percent of Customer's total number of trades for that same five day period. A day trade occurs when Customer buys and sells, or sells and buys, the same security on the same day. Engaging in pattern day trading may result in increased Customer Account requirements, suspension, deactivation, or closure of the Customer Account. Broker may institute trade restrictions to prevent pattern day trading at any time without notice to Customer. Specifically, Broker will monitor Customer Account trading activity and will provide Customer with explicit notice to the extent that Customer engages in three-day trades within a five-business day period. A day trade constitutes a buy and a sell of the same security in the same day in a margin account. Customer will be alerted that if they place the 4th buy or sell of a security, they will trigger a day trading call and be required to maintain \$25,000 in equity in the account. An equity maintenance margin call will be issued for the required \$25,000 of equity in the account if the Customer does not have \$25,000 in equity in the account restricted from day trading in a margin account. .
- 4) Account Closing. Customers may close their Customer Account at any time. If a Customer chooses to close their Customer Account, the Customer will be prompted to either transfer securities positions to another broker (in accordance with Section 15(B)(5)), or liquidate the positions back to the Customer's Financial Institution Account. Further, if Customer has fractional shares, the Customer MUST liquidate those shares prior to transfer their positions to another broker, as fractional shares are ineligible for transfer between broker-dealers. See Section 16 below.
- 5) Account Transfer. Customer may request an in-kind transfer of such securities or investment products in the Customer Account to an account established by the Customer with another broker-dealer ("Receiving Firm") by initiating an Automated Customer Account Transfer Service ("ACATS") request with your Receiving Firm. Broker reserves the right to reject the transfer request before or after initiation and you will be notified of any such rejection via email or by phone.

Customer understands and agrees that the Customer Account may be locked during the pendency of the transfer. Broker will not be liable for any Losses the Customer may sustain in connection with and during the course of the transfer process and/or between the time that Broker decides to reject a transfer request and Customer's receipt of notice of the rejection. It is Customer's responsibility to ensure that transfer instructions are accurate before submitting a transfer request. A transfer request generally cannot be amended or canceled after Broker receives the transfer request. Broker may in its discretion attempt to abide by a subsequent Customer request for a change to a transfer

request, but it is not obligated to do so. Broker will not be liable for any Losses that arise out of or relate to an attempt to amend or cancel a transfer request, and Customer agrees to indemnify and hold Broker harmless from any Losses arising out of or relating to an attempt to amend or cancel a transfer request, including a decline in the market value of the assets in the Customer Account.

Certain assets may not be transferable via ACATS within Broker's system. This includes cash as well as securities that are liquidated at Broker's request. Certain Receiving Firms are ineligible to receive Customer Account transfers via ACATS due to technical limitations. In the event an in-kind transfer is unavailable based on the type of product or the Customer's Receiving Firm, Customer assets may need to be liquidated and transferred out via an ACH withdrawal to the Financial Institution Account.

16. Fractional Shares.

The Broker may allow for the purchase of fractional shares of certain securities (**"Fractional Shares**") in the Customer Account. Trading Fractional Shares presents unique risks and has certain limitations that Customer should understand before engaging in such activity.

Customer acknowledges and understands that the Broker rounds all holdings of Fractional Shares to the fifth decimal place, the value of Fractional Shares to the nearest cent, and any dividends paid on Fractional Shares to the nearest cent. Customer also understands that the Broker will not accept buy orders of fractional shares amounts under \$1.00. Customer further understands that they may receive dividends in an amount less than the pro rata ownership would otherwise entitle a Customer to receive, and in certain instances, no dividend at all, subject to the Broker's rounding methodology.

Customer understands that the Broker only accepts market orders and limit orders for Fractional Share orders at this time. Customer also understands that Fractional Shares in a Customer Account (i) are unmarketable, and illiquid outside the Customer Account, (ii) are not transferrable in-kind, and (iii) may only be liquidated and the proceeds transferred out via a wire transfer. Customer acknowledges that, subject to applicable requirements, the Broker may report holdings and transactions in the Account in terms of either U.S. dollars, shares, or both. Customer understands that not all securities available for trading on the Platform are available for Fractional Shares trading. Customer further understands that the Clearing Broker may act in either an agency or principal capacity when executing Fractional Share orders.

FRACTIONAL SHARE INTERESTS IN NMS SECURITIES GENERALLY HAVE DIFFERENT RIGHTS FROM FULL SHARE INTERESTS, OF THE SAME NMS SECURITY. CUSTOMER AGREES TO REVIEW AND UNDERSTAND THE FOLLOWING INFORMATION REGARDING FRACTIONAL SHARE INTERESTS.

Fractional Share positions cannot be transferred or certificated. ACATS does not support fractional share positions. If Customer wants to transfer an Account or specific share positions within an Account to another broker, Customer must sell Fractional Share positions and transfer the cash proceeds.

Customer hereby directs the Clearing Broker not to vote or take any discretionary or voluntary action with respect to any Fractional Share position. Furthermore, Customer acknowledges that Customer cannot vote or take any discretionary or voluntary action with respect to any Fractional Share position. Accordingly, while the Broker may notify the Customer of issuer meetings, the Broker will not solicit proxies in connection with Fractional Share positions, and Customer cannot vote proxies for Fractional Share positions. Fractional Share shareholders will not be able to provide instructions in connection with voluntary corporate actions (e.g., tenders), except for optional dividends; and the Broker will not vote proxies for any Fractional Share it holds as principal and will not affirmatively participate in any voluntary corporate actions.

In the case of a dividend paid on, or a redemption of, an NMS Security, the dividend or redemption proceeds will be passed along to the Customer Account in proportion to Customer's ownership interest, inclusive of Fractional Share interests. For mandatory reorganizations, such as mergers and acquisitions, or other involuntary corporate actions, such as stock splits or stock dividends, typically the Broker will distribute interests in proportion to the Customer's ownership interest, inclusive of Fractional Share interests. Because of the unpredictable nature of corporate actions, there may be situations that arise that are not described. Generally, these situations will be handled in accordance with the above concepts applicable to dividends and reorganizations. Interests will be divided and distributed where possible in proportion to Customer's ownership interest. However, the foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as the Broker's applicable policies and procedures, which may result in a different outcome from what is described above.

17. Exchange Traded Funds.

Customer understands that they should consider the investment objectives and unique risk profile of Exchange Traded Funds ("ETFs") carefully before investing, and that ETFs are subject to risks similar to those of other diversified portfolios. Customer should review the ETF's prospectus and other disclosure documents prior to investing, which are generally available on the ETFs' website as well as on the SEC's Electronic Data Gathering, Analysis, and Retrieval (EDGAR) system. Further, Customer understands that leveraged and inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives, and other complex investment strategies, and that although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. Customer further understands that ETFs are required to distribute portfolio gains to shareholders at year end, which may be generated by portfolio rebalancing or the need to meet diversification requirements, and that ETF trading will also generate tax consequences. Customer understands that Customer can obtain prospectuses from issuers or their third-party agents who distribute and make prospectuses available for review. Additional regulatory guidance on ETFs can be found <u>here</u>.

18. Waiver; Limitation of Liability; Indemnification.

The Customer agrees that the Customer's use of the Platform or any other service provided by the Broker or its Affiliates is at the Customer's sole risk. The Broker's service (including the Platform,

the provision of Market Data, information, content, or any other information provided by the Broker, any of its Affiliates, or any third-party content provider or market data provider) is provided on an "as is," "as available" basis without warranties of any kind, either express or implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance, or the implied warranties of merchantability or fitness for a particular purpose or application, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Customer Agreement.

THE CUSTOMER UNDERSTANDS AND AGREES THAT THE BROKER, ITS AFFILIATES, ITS RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND THE PROVIDERS WILL NOT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, TRADING LOSSES, AND DAMAGES) THAT THE CUSTOMER MAY INCUR IN CONNECTION WITH THE CUSTOMER'S USE OF THE SERVICE PROVIDED BY THE BROKER UNDER THIS CUSTOMER AGREEMENT, INCLUDING THE CUSTOMER'S USE OF THE PLATFORM, THE MARKET DATA, THE INFORMATION, OR THE CONTENT. THE BROKER, THE BROKER AFFILIATES, AND THE BROKER'S RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES SHALL NOT BE LIABLE BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THE BROKER'S SYSTEM, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

Except as otherwise provided by law, the Broker or any of its affiliates or respective partners, officers, directors, employees or agents (collectively, "Indemnified Parties") shall not be liable for any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, "Losses") by or with respect to any matters pertaining to the Customer Account, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from the Broker's or any of its affiliates' gross negligence or intentional misconduct. In addition, the Customer agrees that the Indemnified Parties shall have no liability for, and the Customer agrees to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by the Customer with any of the terms and conditions of this Customer Agreement; (ii) any thirdparty actions related to the Customer's receipt and use of any Information, Market Data, content, market analysis, other third-party content, or other such information obtained on the Platform, whether authorized or unauthorized under this Customer Agreement; (iii) any third-party actions related to the Customer's use of the Platform; (iv) the Customer or the Customer' agent's misrepresentation or alleged misrepresentation, or act or omission; (v) Indemnified Parties following the Customer or the Customer's agent's directions or instructions, or failing to follow the Customer or the Customer's agent's unlawful or unreasonable directions or instructions; (vi) any activities or services of the Indemnified Parties in connection with the Customer Account (including any technology services, reporting, trading, research or capital introduction services); or (vii) the

failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to the Customer. Further, if the Customer authorizes or allows third parties to gain access to the Broker's services, including the Customer's Accounts, the Customer will indemnify, defend and hold harmless the Broker, its Affiliates, and the Broker and its Affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. The Broker does not warrant against loss of use or any direct, indirect or consequential damages or Losses to the Customer caused by the Customer's assent, expressed or implied, to a third party, including any joint owner, accessing the Customer Account or information, including access provided through any other third-party systems or sites.

The Customer also agrees that Indemnified Parties will have no responsibility or liability to the Customer in connection with the performance or non-performance by any exchange, clearing organization, market data provider, or other third party (including other broker-dealers and clearing firms, and banks) or any of their respective agents or affiliates, of its or their obligations relative to any securities. The Customer agrees that Indemnified Parties will have no liability, to the Customer or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (as defined in this Customer Agreement), market data availability or quality, exchange rulings or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that the Customer may incur in connection with the Customer's use of the Platform and other services provided by Indemnified Parties under this Customer Agreement. Further, if the Customer authorizes or allows third parties to gain access to the Broker's services, including the Customer Accounts, the Customer will indemnify, defend and hold harmless the Broker, its affiliates, and the Broker and its affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

19. Effect of Attachment or Sequestration of Accounts.

The Broker shall not be liable for refusing to obey any orders given by or for the Customer with respect to any of the Customer Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against the Customer, and the Broker shall be under no obligation to contest the validity of any such attachment or sequestration.

20. Event of Death.

It is agreed that in the event of the Customer's death or the death of one of the joint Account holders, the representative of the Customer's estate or the survivor or survivors shall immediately give the Broker written notice thereof, and the Broker may, before or after receiving such notice, take such action, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in the Account as the Broker may deem advisable to protect the Broker against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above and unless prohibited by applicable law, in the event of the Customer's

death or the death of one of the joint Account holders, all open orders shall be canceled, but the Broker shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, in the Broker's discretion it may close out any or all of the Customer Accounts without awaiting the appointment of a personal representative for the Customer's estate and without demand upon or notice to any such personal representative. The estate of any of the Customer Account holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, to the Broker for any net debit balance or loss in the Customer Account in any way resulting from the completion of transactions initiated prior to the receipt by the Broker of the written notice of the death of the decedent or incurred in the liquidation of the Customer Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Customer Agreement. Broker may, in its sole discretion, apply any proceeds received from the liquidation of the Customer Account to any net debit balance or loss in the Customer Account, or otherwise to any funds owed by Customer to Broker. Such notice shall not affect the Broker's rights under this Customer Agreement to take any action that the Broker could have taken if the Customer had not died.

21. Tax Reporting; Tax Withholding.

The proceeds of sale transactions and dividends paid will be reported to the Internal Revenue Service ("IRS") in accordance with applicable law. Access to the Platform is limited to U.S. persons. Under penalties of perjury, the Customer certifies that the taxpayer identification number provided or that will be provided to the Broker (including any taxpayer identification number on any Form W-9 that the Customer has provided or will provide to the Broker) is the Customer's correct taxpayer identification number. The Customer certifies that the Customer is not subject to backup withholding and is a United States Person (including a U.S. resident alien) as such term is defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended ("U.S. Person"). If a correct Taxpayer Identification Number is not provided to the Broker, the Customer understands the Customer may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to the Customer. Backup withholding taxes are sent to the IRS and cannot be refunded by the Broker. The Customer further understands that if the Customer waives tax withholding and fails to pay sufficient estimated taxes to the IRS, the Customer may be subject to tax penalties.

22. Equity Orders and Payment For Order Flow.

SEC rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker-dealer from any broker-dealer in return for directing orders. The Customer understands that the Broker may transmit customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. The Customer further understands that certain of the exchanges or market centers

may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices and that while a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments or credits received by the Broker in connection with any specific transactions will be furnished upon written request.

23. Fees and Charges.

We do not currently charge fees, such as commissions, mark-ups or otherwise, on Customer Account transactions. In the event we do implement trade-based fees, we will make available on the Platform or provide you with prior written notice of an amendment to this Customer Agreement per Section 28(F) below. The Customer understands that there may be fees and charges levied by RQD and/or third-parties, such as issuers or managers of ETFs, for executing buy and sell orders and for other services provided under this Customer Agreement. The Customer also agrees it is responsible for and will pay any applicable taxes, duties and fees, including any interest and penalties with respect thereto, which may be assessed under present or future laws in connection with the Customer Account. Customer is responsible for reporting all proceeds of sale transactions, dividends paid, or other amounts in the Customer Account to the Internal Revenue Service in accordance with applicable law. The Customer also agrees to pay such expenses incurred by the Broker in connection with collection of any unpaid balance due on the Customer Accounts including attorney's fees allowed by law.

24. Electronic Delivery of Trade and Account Information; Notice.

All communications, notices, legal disclosures, and other materials related to the Customer Account or the Customer Agreement, including account statements, trade confirmations, notices, disclosures, regulatory communications and other information, documents, data and records regarding the Customer Account (the "Communications"), or an alert that any such Communication has been posted to the secure section of the Platform, and is available for viewing, may be sent to the Customer at the mailing address for the Customer Account or the e-mail address that provided to the Broker in the Customer Account application, Investor Profile or from the Customer Financial Institution (to either e-mail address in the case of joint accounts where each account holder has given an e-mail address; notice to both e-mail addresses is not required) or at such other address as the Customer may hereafter give the Broker in writing or by e-mail at least ten (10) calendar days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to the Customer personally, whether actually received or not.

25. Pre-Dispute Arbitration.

A. This Customer Agreement contains a pre-dispute arbitration clause. By signing this Customer Agreement and agreeing to this pre-dispute arbitration agreement, the parties agree as follows:

- (1) All parties to this Customer Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Customer Agreement.
- B. Any controversy or claim arising out of or relating to this Customer Agreement, any other agreement between the Customer and the Broker, any Account(s) established hereunder, any transaction therein, shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR").
- C. This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws. If the Customer is a foreign national, non-resident alien, or if the Customer does not reside in the United States, then the Customer agrees to waive the right to file an action against the Broker in any foreign venue.
- D. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Customer Agreement except to the extent stated herein.

26. Electronic Signatures; Modifications to the Customer Agreement.

The Customer agrees to transact business with the Broker electronically. Your clicks constitute your electronic signature. By electronically signing an application for an Account, the Customer acknowledges and agrees that such electronic signature is valid evidence of the Customer's consent to be legally bound by this Customer Agreement and such subsequent terms as may govern the use of the Broker's services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to the Customer in writing. The Customer accepts notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations. The Customer acknowledges and agrees that the Broker may amend this

Customer Agreement from time to time per Section 28(F) and the Customer agrees to consult the Platform from time to time for the most up-to-date Customer Agreement. The electronically stored copy of this Customer Agreement is considered to be the true, complete, valid, authentic, and enforceable record of the Customer Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. The Customer agrees to not contest the admissibility or enforceability of the Broker's electronically stored copy of the Customer Agreement.

27. Consent to Electronic Delivery of Documents.

- A. <u>Consent</u>. By agreeing to electronic delivery, the Customer is giving informed consent to electronic delivery of all Customer Account Documents, as defined below. "Account Documents" include notices, disclosures, current and future account statements, regulatory communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, tax-related documents, and any other information, documents, data, and records regarding the Customer Account, this Customer Agreement (including amendments to this Customer Agreement), and the services delivered or provided to the Customer by the Broker, the issuers of the securities or other property in which the Customer invests, and any other parties. The Customer agrees that the Customer can access, view, download, save, and print any Account Documents received via electronic delivery for the Customer's records.
- B. <u>Electronic Delivery System</u>. The Customer acknowledges that the Broker's primary methods of communication with the Customer include (A) posting information on the Platform, (B) providing information via the Platform, (C) sending email(s) to the Customer's email address of record, and, to the extent required by law, (D) providing the Customer with notice(s) that will direct the Customer to the Platform where information can be read and printed. Unless otherwise required by law, the Broker reserves the right to post Account Documents on the Platform without providing notice to the Customer. Further, the Broker reserves the right to send Account Documents to the Customer's postal or email address of record, or via the Platform. The Customer agrees that all Account Documents provided to the Customer in any of the foregoing manner is considered delivered to the Customer personally when sent or posted by the Broker, whether the Customer receives it or not.

All e-mail notifications regarding Account Documents will be sent to the Customer's e-mail address of record. The Customer agrees to maintain the e-mail address provided to the Broker until the Customer provides the Broker with a new one. The Customer understands that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. The Customer further understands that it is their sole responsibility to ensure that any emails from the Broker or its Affiliates are not marked as SPAM. Regardless of whether or not the Customer receives an e-mail notification, the Customer agrees to check the Platform regularly to avoid missing any information, including time-sensitive or otherwise important communication. If the Customer authorizes someone else to access the e-mail account provided to the Broker, the Customer agrees to tell the authorized individual to share the Customer Account Documents with the Customer promptly, and the Customer accepts the risk that they will see sensitive Customer Account information. The Customer understands that if a work e-mail address or computing or communications device is used for Customer Account

Access the employer or other employees may have access to the Customer Account Documents.

Additionally, the Customer acknowledges that the Internet is not a secure network and agrees that the Customer will not send any confidential information, including Customer Account numbers or passwords, in any unencrypted e-mails. The Customer also understands that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agrees to hold the Broker, its Affiliates, and the Broker and its Affiliates' respective officers and employees harmless for any such access regardless of the cause.

The Customer agrees to promptly and carefully review all Customer Account Documents when they are delivered and notify the Broker in writing within five (5) calendar days of delivery if there is objection to the information provided (or other such time specified herein). If the Customer fails to object in writing within such time, the Broker is entitled to treat such information as accurate and conclusive. The Customer will contact the Broker to report any problems with accessing the Customer Account Documents.

- C. <u>Costs</u>. Potential costs associated with electronic delivery of Customer Account Documents may include charges from Internet access providers and telephone companies, and the Customer agrees to bear these costs. The Broker will not charge the Customer additional online access fees for receiving electronic delivery of Customer Account Documents.
- D. <u>Archival</u>. Upon request, the Customer may obtain copies of up to six (6) prior years of account statements, and three (3) prior years of trade confirmations.
- E. Revocation of Consent. Subject to the terms of this Customer Agreement, the Customer may revoke or restrict consent to electronic delivery of Account Documents at any time by notifying the Broker in writing of the intention to do so. The Customer also understands that the Customer has the right to request paper delivery of any Customer Account Document that the law requires the Broker to provide to the Customer in paper form. The Broker will not treat the Customer request for paper copies as a withdrawal of consent to electronic delivery of Customer Account Documents. The Customer understands that if revoking or restricting consent to electronic delivery or requesting paper delivery of Customer Account Documents, the Broker, in its sole discretion, may charge the Customer a reasonable service fee for the delivery of any Customer Account Documents that would otherwise be delivered to the Customer electronically, restrict or close the Customer Account, or terminate the Customer's access to the Broker's services. The Customer understands that neither the revocation or restriction of consent, nor the request for paper delivery, nor the Broker's delivery of paper copies of Customer Account Documents will affect the legal effectiveness or validity of any electronic communication provided while consent was in effect.
- F. <u>Duration of Consent</u>. Customer consent to receive electronic delivery of Customer Account Documents will be effective immediately and will remain in effect unless and until either the Customer or the Broker revokes it. The Customer understands that it may take up to three (3)

business days to process a revocation of consent to electronic delivery, and that the Customer may receive electronic notifications until such consent is processed.

- G. <u>Hardware and Software Requirements</u>. The Customer understands that in order to receive electronic deliveries, the Customer must have access to a computer or Mobile Device with Internet access, a valid e-mail address, and the ability to download such applications as the Broker may specify and to which the Customer has access. The Customer also understands that if the Customer wishes to download, print, or save any information, that the Customer must have access to a printer or other device in order to do so.
- H. <u>Consent and Representations</u>. The Customer hereby agrees to have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, the Customer hereby agrees to all conditions outlined above with respect to electronic delivery of any Customer Account Document. The Customer will maintain a valid e-mail address and continue to have access to the Internet. If the Customer's e-mail address changes, the Customer agrees to immediately notify the Broker of the Customer's new e-mail address in writing.

28. Miscellaneous Provisions.

The following provisions shall also govern this Customer Agreement:

- A. Interpretation. The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Customer Agreement to a Section, such reference shall be to a Section of this Customer Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Customer Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Customer Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Customer Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Customer Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder.
- B. <u>Binding Effect; Assignment</u>. This Customer Agreement shall bind the Customer's heirs, assigns, executors, successors, conservators, and administrators. The Customer may not assign this Customer Agreement or any rights or obligations under this Customer Agreement without first obtaining the Broker's prior written consent. The Broker may assign, sell, or transfer the Customer Account and this Customer Agreement, or any portion thereof, at any time, without the Customer's prior consent.
- C. <u>Severability</u>. If any provisions or conditions of this Customer Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any

court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Customer Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Customer Agreement shall continue in full force and effect.

- D. <u>Platform Postings</u>. The Customer agrees and understands that the Broker may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to the Customer's use of the Platform or the Customer Account on the Platform ("Platform Postings"). The Customer understands the continuing obligation of the Customer to understand the terms of the Platform Postings and agrees to be bound by the Platform Postings as are in effect at the time of the Customer's use.
- E. Entirety of the Customer Agreement. This Customer Agreement, any attachments hereto, other agreements and policies referred to in this Customer Agreement (including the Platform Postings and Communications), and the terms and conditions contained in Customer Account statements and confirmations, contain the entire agreement between the Broker and the Customer and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Broker and the Customer, provided, however, that any and all other agreements between the Broker and the Customer, not inconsistent with this Customer Agreement, will remain in full force and effect.
- F. Amendment. The Broker may at any time amend this Customer Agreement without prior notice to the Customer. The current version of the Customer Agreement will be posted on the Platform and the Customer's continued Customer Account activity after such amendment constitutes agreement to be bound by all then-in-effect amendments to the Customer Agreement, regardless of whether the Customer has actually reviewed them. Continued use of the Platform or any other of the Broker's services after such posting will constitute the Customer's acknowledgment and acceptance of such amendment. The Customer agrees to regularly consult the Platform for up-to-date information about the Broker services and any modifications to this Customer Agreement. The Broker is not bound by any verbal statements that seek to amend the Customer Agreement.
- G. <u>Termination</u>. The Broker may terminate this Customer Agreement, or close, deactivate, or block access to the Customer Account at any time in its sole discretion. The Customer will remain liable to the Broker for all obligations incurred in the Customer Account, pursuant to this Customer Agreement, or otherwise, whether arising before or after termination. The Customer may terminate this Customer Agreement after paying any obligations owed upon written notice. This Customer Agreement survives termination of the Customer Account.
- H. No Waiver; Cumulative Nature of Rights and Remedies. The Customer understands that the Broker's failure to insist at any time upon strict compliance with any term contained in this Customer Agreement, or any delay or failure on the Broker's part to exercise any power or right given to the Broker in this Customer Agreement, or a continued course of such conduct on the Broker's part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to the

Broker in this Customer Agreement are cumulative and not exclusive of any other rights or remedies to which the Broker is entitled.

- International Customers. The products and services described on the Platform are offered only in jurisdictions where they may be legally offered. The Platform shall not be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal. The Customer understands that the Broker, in its sole discretion, may accept unsolicited accounts from non-U.S. residents, depending on the country of residence and other factors. The Customer understands that the Broker is based in the United States and that the Broker accepts only U.S. currency in the Broker's customer accounts.
- J. <u>Governing Law</u>. Other than with respect to Section 2, this Customer Agreement and all transactions made in the Customer Account shall be governed by the laws of the State of New York (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

ACCEPTED AND AGREED: The Customer acknowledges to have read the preceding terms and conditions of this Customer Agreement, to understand them and that to hereby manifest the Customer's assent to, and agreement to comply with, those terms and conditions by accepting this Customer Agreement. THE CUSTOMER ALSO UNDERSTANDS THAT BY ACCEPTING THIS CUSTOMER AGREEMENT THE CUSTOMER HAS ACKNOWLEDGED THAT THIS CUSTOMER AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 25 HEREIN. THE CUSTOMER ALSO AGREES THE CUSTOMER HAS RECEIVED A COPY OF THIS CUSTOMER AGREEMENT AND OTHER DISCLOSURES DOCUMENTS.