

# Betterment

## BETTERMENT FOR ADVISORS CLIENT AGREEMENTS

EFFECTIVE AS OF FEBRUARY 22, 2019

This document compiles assorted agreements and representations that establish and govern the Betterment-Client Relationship. The Betterment LLC Sub-Advisory Agreement and the Betterment Securities Brokerage Agreement contain arbitration provisions at Sections 34 and 37, respectively. Please read these agreements and representations carefully and retain them for future reference.

### Table of Contents

<b>BETTERMENT LLC SUB-ADVISORY AGREEMENT .....</b>	<b>2</b>
<b>BETTERMENT LLC SUB-ADVISORY AGREEMENT WRAP FEE SCHEDULE.....</b>	<b>38</b>
<b>BETTERMENT SECURITIES BROKERAGE AGREEMENT .....</b>	<b>39</b>
<b>FINRA'S MARGIN DISCLOSURE STATEMENT .....</b>	<b>78</b>
<b>CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS FROM BETTERMENT AND BETTERMENT SECURITIES .....</b>	<b>79</b>
<b>ELECTRONIC FUNDS TRANSFER RIGHTS AND ERROR RESOLUTION .....</b>	<b>82</b>
<b>ADVISED CLIENT FUNDS TRANSFER AUTHORIZATION .....</b>	<b>85</b>
<b>SOLICITOR ACTIVITIES DISCLOSURE FOR B+ INSTITUTIONAL SERVICES, LLC .....</b>	<b>86</b>
<b>ACKNOWLEDGMENT OF RECEIPT AND ELECTRONIC SIGNATURE .....</b>	<b>87</b>
<b>TRANSFER ON DEATH AGREEMENT FOR NON-IRA BETTERMENT ACCOUNTS .....</b>	<b>88</b>
<b>FINRA BROKERCHECK INFORMATION .....</b>	<b>90</b>
<b>CERTIFICATION OF TRUST .....</b>	<b>91</b>
<b>SUNWEST TRUST, INC. CUSTODIAL AGREEMENT FOR TRADITIONAL IRA ACCOUNT.....</b>	<b>94</b>
<b>SUNWEST TRUST, INC. CUSTODIAL AGREEMENT FOR ROTH IRA ACCOUNT .....</b>	<b>99</b>
<b>ADDITIONAL PROVISIONS OF THE SUNWEST TRUST, INC. CUSTODIAL AGREEMENT .....</b>	<b>124</b>
<b>CUSTODIAL FEE SCHEDULE.....</b>	<b>129</b>
<b>SUNWEST TRUST, INC. SELF-DIRECTED IRA ACCOUNT HOLDER DISCLOSURE AND HOLD HARMLESS ..</b>	<b>130</b>
<b>IRA DISCLOSURE STATEMENT .....</b>	<b>135</b>
<b>SUMMARY OF BUSINESS CONTINUITY PLAN .....</b>	<b>136</b>
<b>RECEIPT OF DOCUMENTS.....</b>	<b>137</b>

## **Betterment LLC Sub-Advisory Agreement**

*THIS AGREEMENT WAS AMENDED ON FEBRUARY 22, 2019. THE AMENDMENTS HEREIN ARE EFFECTIVE AS OF FEBRUARY 22, 2019.*

“Client” (as defined below) has an “Independent Agreement” with “Advisor” (each, as defined below). Advisor and Client have decided to engage Betterment LLC (“Betterment”) to provide sub-advisory investment services in connection with the “Account” (as defined below) pursuant to Betterment’s investment management wrap fee program (the “Program”, as defined below). Client is engaging Betterment solely to provide investment advisory services in connection with the Account, regardless of any other services Advisor may have separately agreed to provide to Client. Client desires that Advisor also have the authority and ability to provide certain services with respect to the Account, and, accordingly, requests that Betterment provide Advisor the ability for Advisor to do so through the “Website” (as defined below). Pursuant to these desires, Client is contracting with Betterment to participate in Betterment’s investment management wrap fee program (the “Program” as defined below).

1. By signing this Sub-Advisory Agreement, you are representing and agreeing that you have read it carefully and understood its terms, including the arbitration clause located at Section 34. You should not sign this Sub-Advisory Agreement if you have any questions about your obligations under this Sub-Advisory Agreement, the services that Betterment is agreeing to provide, or the limitations of those services. If you do have questions, please contact us at [support@betterment.com](mailto:support@betterment.com) prior to signing this Sub-Advisory Agreement, and our representatives will assist you. You should retain this Sub-Advisory Agreement for future reference.

Client and Betterment understand and agree that Betterment is only contracting to provide investment advisory services with respect to the Account as described herein. Client further understands and agrees that Betterment is not responsible for the obligations, acts, or omissions of Advisor, including Advisor’s obligations to Client and Advisor’s acts or omissions that involve the Account, and unless otherwise provided in the “Advisor Agreements” (as defined below), Advisor is not responsible for the obligations, acts, or omissions of Betterment, including Betterment’s obligations to Client and Betterment’s acts or omissions that involve the Account. Accordingly, Client understands and agrees that Betterment will not indemnify or be held responsible by Client for the obligations, acts, or omissions of Advisor, and Advisor will not indemnify or be held responsible by Client for the obligations, acts, or omissions of Betterment, unless otherwise provided in the Advisor Agreements. Client understands that Betterment, Betterment Securities, and Advisor have entered into a “Separate Agreement” (as defined below) with respect to the Program governing Betterment’s relationship with Advisor.

As memorialized in the separate Brokerage Agreement (as defined below), Client appoints Betterment Securities as broker-dealer and custodian for Client’s Accounts in connection with the Program. Client and Betterment understand and agree that certain

investment advisory services provided by Betterment are related to certain brokerage services provided by Betterment Securities (as defined below). Accordingly, Client and Betterment understand and agree that the rights and protections granted to Betterment under this Sub-Advisory Agreement are integrated with all rights and protections granted to Betterment by Client under the Brokerage Agreement that concern Client's relationship with Betterment ("Integrated Rights") and shall extend to this Sub-Advisory Agreement and govern aspects of Client's relationship with Betterment. In the case of some Integrated Rights the text of this Sub-Advisory Agreement may contain its own similar terms and conditions and in the case of other Integrated Rights, the text of this Sub-Advisory Agreement does not contain its own similar terms and conditions. Whether the text of this Sub-Advisory Agreement contains similar terms or conditions to an Integrated Right shall not be interpreted to limit the extension and applicability of any Integrated Right to this Sub-Advisory Agreement.

Client further understands and agrees that while Betterment and Betterment Securities are affiliated entities under common ownership and closely cooperate, they are separate entities and are not responsible for the obligations, acts, or omissions of one another. Accordingly, Betterment will not indemnify or be held responsible by Client for the obligations, acts, or omissions of Betterment Securities.

Client understands and agrees that, together with the Integrated Rights, the terms and conditions of this Sub-Advisory Agreement govern all aspects of Client's relationship with Betterment, including all transactions between Betterment and Client and all products and services now or in the future offered through Betterment, beginning on the date Client begins participation in the Program (as it is defined below).

**AS SET FORTH IN SECTION 34 BELOW, THIS SUB-ADVISORY AGREEMENT INCLUDES AN ARBITRATION CLAUSE. BY ENTERING INTO THIS SUB-ADVISORY AGREEMENT, CLIENT ACKNOWLEDGES THAT THE PARTIES TO THE SUB-ADVISORY AGREEMENT ARE GIVING UP THEIR RIGHT TO SUE EACH OTHER IN COURT, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO LITIGATE OR ARBITRATE ON A CLASS BASIS.** By entering into this Sub-Advisory Agreement, Client also acknowledges receipt of the Betterment Privacy Policy (available on the "Website", as it is defined below).

Particular features or portfolios may have additional in-Application disclosures. Client agrees to review these disclosures before enabling the feature or electing the portfolio. If Client avails itself of additional services provided by Betterment that require Client 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 Sub-Advisory Agreement. Subject to conditions and limitations imposed under the Separate Agreement, Betterment reserves the right to modify or terminate this Sub-Advisory Agreement at any time. Up-to-date information about the service contemplated by this Sub-Advisory Agreement will be provided via the Website or electronic mail. Client agrees to consult the information regarding this Sub-Advisory Agreement on the Website regularly.

If Client is unwilling to accept this obligation or to be bound by the terms and conditions of this Sub-Advisory Agreement, Client will not submit an Application (as it is defined below) to become a Client of Betterment and participate in the Program. Betterment and Betterment Securities reserve the right to decline any Application or, subject to the foregoing conditions, to terminate any Account at any time and for any reason, in their sole discretion.

Various features of the Program are offered or processed through service providers, which may be an unaffiliated company, or an affiliate of Betterment. Unless otherwise noted, all authority granted to or limitations of liability of Betterment shall include its agents and representatives and any service provider, including Betterment Securities (for certain brokerage and transactional services integrated with the Program). Client authorizes Betterment and its agents or its affiliates acting on behalf of Betterment under this Sub-Advisory Agreement to perform the services contemplated by this Sub-Advisory Agreement.

CLIENT WILL CAREFULLY READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS SUB-ADVISORY AGREEMENT BEFORE ENTERING ELECTRONIC SIGNATURE. IF CLIENT HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS SUB-ADVISORY AGREEMENT CLIENT WILL ADDRESS THEM WITH BETTERMENT BEFORE AGREEING TO IT. CLIENT UNDERSTANDS THAT CLICKING OR TYPING CLIENT'S NAME IN THE ELECTRONIC SIGNATURE FIELD IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS SUB-ADVISORY AGREEMENT AND CLIENT WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE LOCATED AT SECTION 34. CLIENT UNDERSTANDS THAT THIS SUB-ADVISORY AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY BETTERMENT, WITH REVISED TERMS POSTED ON THE WEBSITE. CLIENT AGREES TO CHECK THE WEBSITE FOR UPDATES TO THIS SUB-ADVISORY AGREEMENT. CLIENT UNDERSTANDS THAT BY CONTINUING TO PARTICIPATE IN THE PROGRAM AND MAINTAIN A SECURITIES BROKERAGE ACCOUNT WITHOUT OBJECTING TO REVISED TERMS OF THIS SUB-ADVISORY AGREEMENT, CLIENT IS ACCEPTING THE TERMS OF THE REVISED SUB-ADVISORY AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.

2. **DEFINITIONS.** The terms set forth below have the following meanings as used in this Sub-Advisory Agreement:

**Access Device.** A computer, a personal digital assistant ("PDA"), television, telephone, or any other communications device, including any software Advisor or Client uses on such device whether Betterment Securities provides it to Client or otherwise, that enables Advisor or Client to access and use the Program through any means, including the World Wide Web, the Internet, any wireless connection or any other computer or telephonic network.

**Account.** The brokerage account at Betterment Securities established in Client's name alone, in Client's name together with others, or in which Client has beneficial

interest if the Account is an individual retirement account (“IRA”), the Assets belonging to which are managed through the Program.

**Account Communications.** All communications to Client and/or Advisor from Betterment or Betterment Securities that relate to the Account, the Program, or, more generally, Client’s relationship with Betterment or Betterment Securities.

**Account Holder.** The natural person, corporation, partnership, trustee, custodian, or other entity in whose name the Account is opened. The singular of Account Holder where appropriate shall include the plural. For purposes of IRAs, Account Holder shall be the Custodian, as defined in the IRA Custodial Agreement, for the benefit of Client. For purposes of trusts, Account Holder shall not include the beneficiaries of the trusts.

**Advisor.** The Advisor is the person or entity (including its successors and permitted assigns) with which Client has entered into the Independent Agreement, and to which Client has granted authority to provide services in connection with the Account in conjunction with Betterment. If Advisor is an entity, Client understands that Advisor may constitute multiple persons, as Advisor may outline in the Independent Agreement.

**Advisor Agreements.** Collectively, the Independent Agreement and the Separate Agreement.

**Allocation.** If Client has established only one Goal, Allocation shall mean the single Goal Allocation of the Account. If the Account contains more than one Goal, Allocation shall mean the targeted overall composition of Products held in the Account that results as a combination of each Goal Allocation.

**Application.** The application Client prepares and submits within the “Sign Up” section of the Website customized for Advisor for the purpose of becoming a client of Betterment and opening an Account with Betterment Securities, and as part of which Client consents to the terms and conditions of this Sub-Advisory Agreement. Application includes all information provided by Client to Betterment and Betterment Securities in connection with the opening or maintenance of the Account, and any later applications submitted by Client to Betterment Securities for additional services or account features.

**Assets.** Assets include cash, stocks, bonds, mutual funds, exchange traded funds, money market funds, and other financial instruments and related contracts, whether certificated or uncertificated and whether for present or future delivery, and all rights and entitlements thereto. This definition includes the securities and other property and the proceeds thereof currently or in the future held, carried or maintained by Betterment Securities or any of its affiliates, in the possession or control of Betterment Securities, in the possession or control of any such affiliate, or in the possession or control of any such agent for any purpose, in and for any of

Client's current or future Accounts, including any Account in which Client has a beneficial interest

**Betterment.** Betterment LLC, a Securities and Exchange Commission Registered Investment Advisor located at 61 West 23<sup>rd</sup> Street, 4<sup>th</sup> Floor, New York, NY 10010. Also Betterment's officers, directors, employees, representatives, successors, permitted assigns, and authorized agents. Betterment, its agents, service providers, or its affiliates acting on behalf of Betterment under this Sub-Advisory Agreement are authorized to perform the services contemplated by this Sub-Advisory Agreement. For purposes of this Sub-Advisory Agreement, references to affiliates of Betterment include their respective officers, directors, employees, representatives, agents, successors, and assigns.

**Betterment Securities.** MTG LLC, a FINRA member Broker-Dealer located at 61 West 23<sup>rd</sup> Street, 4<sup>th</sup> floor, New York, NY, 10010, doing business as Betterment Securities. Also Betterment Securities' officers, directors, employees, representatives, successors, permitted assigns, and authorized agents. Betterment Securities, its agents, service providers, or its affiliates acting on behalf of Betterment Securities under the Brokerage Agreement are authorized to perform the services contemplated by the Brokerage Agreement. For purposes of this Sub-Advisory Agreement or the Brokerage Agreement, references to affiliates of Betterment Securities include their respective officers, directors, employees, representatives, agents, successors, and assigns.

**Betterment Trading Hours.** Time periods between 10:00 AM to 4:00 PM Eastern Time during Market Hours.

**Brokerage Agreement.** The Brokerage Agreement between Client and Betterment Securities, which Client agrees to enter into and abide by as a condition of participating in the Program, as it may be amended from time to time.

**Business Day.** Monday through Friday, excluding U.S. stock exchange holidays. Although Betterment Securities may conduct business on U.S. stock exchange holidays, bank holidays are not considered Business Days for purposes relating to ACH transactions.

**Client.** The individuals, corporations, or other entities who are the Account Holder or who own a legal or beneficial interest in an Account if the Account is an IRA. For avoidance of doubt, the beneficiary of a trust is not a Client.

**Client Representative.** If the Client is an entity, the trustee, agent, representative, or nominee of that entity.

**Fiduciary.** A person or entity authorized to give instructions with respect to an Account on behalf of beneficial owners of the Account, including a Uniform Gifts to Minors Act or Uniform Transfer to Minors Act custodian, a trustee, conservator, guardian, representative, administrator, executor, attorney-in-fact, or an investment

adviser. A Fiduciary is bound by the provisions of this Sub-Advisory Agreement to the same extent as the beneficial owners of the Account.

**FINRA.** The Financial Industry Regulatory Authority, of which Betterment Securities is a member firm. Where the context requires, FINRA also refers to any other FINRA affiliate or division such as FINRA Dispute Resolution.

**Goal.** A savings goal of the Account established by Client and/or Advisor through and described in the Interface as a “goal”. Client and/or Advisor may establish one or more Goals of the Account, with the maximum number of allowable Goals being restricted by the Interface. If Client and/or Advisor have not taken steps to identify any such goal then the Account shall be treated as having one Goal that is either untitled or given a default title by Betterment.

**Goal Allocation.** Each Goal of the Account shall have an independent Goal Allocation, as may be selected by Client and/or Advisor via the Interface.

**Household.** A grouping of Clients treated as a single unit for the purposes of Wrap Fee calculations. All the Clients in a Household typically must reside at the same physical address or share a joint account, although Betterment may waive this requirement.

**Independent Agreement.** The independent agreement between Advisor and Client governing their relationship and the provision of investment advisory services by Advisor to Client, including as it relates to the Program, as it may be amended from time to time in accordance with its terms.

**Interface.** The collection of tools, features, adjustments, inputs, and other controls within the Website which are provided to establish and manage the Account and access services provided through the Program. Subject to the terms of the Advisor Agreements, Advisor will have access to and control over a limited number of the Interface’s functions, as described below.

**Losses.** Any and all loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense, or fee (including attorneys' fees and costs of collection) of any nature whatsoever, and claims therefore.

**Market Hours.** The open hours of the New York Stock Exchange, generally 9:30 AM to 4:00 PM Eastern Time on Business Days.

**Password.** Any authentication device (including alphanumeric codes) associated with Client’s User ID that Betterment and/or Betterment Securities require for access to the Account (or certain Account features) or services provided through the Program, Website, and/or Interface.

**Products.** The investment products offered through the program. Products may, but will not necessarily include, any of the following: exchange traded index funds, mutual funds, other similar equity related index funds, stocks, bonds, money market

funds, U.S. treasury funds, cash sweep accounts, and other liquid cash and cash-like vehicles.

**Program.** The investment advisory services provided by Betterment, as described below in Section 10. Also the brokerage, financial, and other services that Betterment Securities may offer and other investment management services from outside parties, such as model portfolio providers, which Betterment shall arrange to provide for Client.

**Separate Agreement.** The separate agreement between Betterment and the Advisor governing the relationship between Betterment and Advisor as it relates to the Program, as it may be amended from time to time in accordance with its terms.

**Sub-Advisory Agreement.** This Sub-Advisory Agreement for Client to participate in the Program as offered by Betterment for the purpose of receiving investment advisory services provided by Betterment and Advisor, as it may be amended from time to time.

**User ID.** The alphanumeric code that uniquely identifies Client for purposes of the Program.

**Website.** World Wide Web sites and mobile applications operated by Betterment; includes [www.betterment.com](http://www.betterment.com) and <https://advisors.betterment.com> through which the Program is administered and, among other things, the Account is established, accessed, and managed by the Client, and Account related information is made available. The Interface is part of the Website.

3. *Terms and Conditions.* This Sub-Advisory Agreement sets forth the terms and conditions governing the Program, including the relationship of Betterment, Client, and Advisor concerning certain Assets and transactions that are maintained, as described below, in the Account that is managed under the Program via the Website. The provisions in this Sub-Advisory Agreement are in addition to any other agreements Client has entered into with Betterment and Betterment Securities to establish advisory services and brokerage accounts. In addition to the foregoing, Advisor and Client have entered into an Independent Agreement. In the event of a conflict between the terms of the Independent Agreement and the terms of this Sub-Advisory Agreement regarding the nature or scope of the services provided to the Client by Advisor, the terms and conditions of the Independent Agreement shall control to the extent they do not impose additional material obligations or responsibilities on Betterment beyond those included in this Sub-Advisory Agreement or the Separate Agreement, except as may be required by applicable law.
4. *True and Accurate Information; Ownership.* Information Client has provided on the Application and Interface (including information provided by Advisor on Client's behalf) is incorporated into this Sub-Advisory Agreement (the "Information"). Client attests that such information is current, accurate, truthful, and complete. Unless otherwise required



by this Sub-Advisory Agreement, Client agrees to promptly notify Betterment via the Interface of any change to the Information, but in any event within thirty days of such change. Client agrees to indemnify and hold Betterment and its affiliates harmless from and against any and all Losses arising out of or relating to Advisor's or Client's failure to provide true and accurate information on the Application or to update the Information as required. This includes, but is not limited to, any information regarding Client's request to have Betterment grant Advisor access to and the ability to control portions of Client's Account via the Website (such access and ability being subject in all respects to the terms of the Advisor Agreements). Client further represents that no one else has an interest in the Account except Client and any other person that Client has previously disclosed to Betterment through the Application, Interface, or otherwise in a manner specified by Betterment.

5. *Service Not Available Outside the United States or to Non-Resident Aliens.* The products and services provided under the Program by Betterment, Betterment Securities, and the Website are not being offered to, and are generally not available to, anyone located outside the 50 U.S. states, including U.S. citizens residing or working abroad. Betterment makes no representation or warranty regarding its compliance with local laws in foreign jurisdictions, or regarding the appropriateness of the Website's content or its compliance with such local laws. Client agrees to terminate this Sub-Advisory Agreement upon a change in residency that would make client ineligible to receive the products and services provided under the Program. Betterment does not offer the Program to non-resident aliens who require a Form W-8 for tax-withholding. Client's inability to access the Website in certain foreign countries could result in Client's inability to access the services provided through the Program, the Account, or to provide information and preferences regarding the Account. Client agrees to indemnify and hold Betterment and its affiliates harmless from and against any and all Losses arising out of, relating to, or incurred as a result of the unavailability of the Website from foreign countries.
6. *Method of Communication; Client Obligation to Check Website.* Client agrees that the primary method of Betterment's communication with Client will be by posting information on servers accessible from the Website and, to the extent required by law, sending Client a notice that directs Client to the Website from which the information can be read and printed. Client understands that Betterment reserves the right, however, to post Account Communications on the Website without providing notice to Client, send Account Communications to Client's postal or electronic mail address of record or to another Access Device that Client has registered with Betterment or Betterment Securities. Client agrees to check the Interface regularly as Client may have no other means of knowing that information and Account Communications have been delivered to Client. Client agrees that all Account Communications provided to Client in any of the ways described above will be deemed to have been good and effective delivery to Client when sent or posted by Betterment, by Betterment Securities, or by Betterment on

behalf of Betterment Securities, regardless of whether Client actually or timely receives or accesses the Account Communication.

Client explicitly provides Betterment with full discretion to communicate any and all information regarding the Account or the Program to Advisor, including, but not limited to, any documentation provided by Client to Betterment or Betterment Securities.

Client acknowledges and agrees that, unless modified by the terms of the Separate Agreement, Advisor has primary responsibility for communicating with Client about the Program, except that Betterment and its affiliates will communicate directly with Client where required by law, rule or regulation, including without limitation brokerage confirmations and account statements, and as Betterment and its affiliates may otherwise reasonably determine is necessary or appropriate to fulfill their legal obligations to Clients.

7. *Joint Account.* Client may open a joint account by following the prompts on the Website, which may include additional terms that are hereby incorporated into this Sub-Advisory Agreement. By completing the joint account application process, both signatories become Account Holders and are subject to, among other things, the “Multiple Account Holders” section below.

Betterment only offers one type of joint account: joint tenants with rights of survivorship. For joint tenants with rights of survivorship, on the death of an account owner the entire interest in the account generally goes to the surviving account owner, on the same terms and conditions. Client is responsible for verifying that this joint registration is valid in Client’s state. Laws may vary by state, and this type of ownership may not be available in Client’s state. Client shall consult with Client’s tax professional or state laws to learn more about joint accounts and the rights associated with such accounts. Client agrees and understands that Betterment will not help Client determine if this type of account is appropriate for Client’s particular situation. Client shall not create a joint account with Betterment if Client’s state does not permit or recognize joint tenants with rights of survivorship.

The Betterment individual account holder who initiates the joint account application process via the Website and first executes this Sub-Advisory Agreement electronically will be the Primary Account Holder. Betterment Securities will send year-end tax forms to the Primary Account Holder only.

8. *Multiple Account Holders.* If there is more than one Account Holder, each Account Holder agrees to be jointly and severally liable for all obligations arising under this Sub-Advisory Agreement or otherwise relating to the Account or participation in the Program, including responsibility for information provided through the Interface or by using any User ID and Password associated with the Account. Each Account Holder has full authority, acting individually and without notice to any other Account Holder, to deal with Betterment and Betterment Securities as fully and completely as if such Account Holder were the sole Account Holder. Each Account Holder authorizes Betterment and Betterment Securities

to follow the instructions of any one Account Holder concerning any matter pertaining to the Account. This includes delivery of property in the Account to any third party or disbursement of any or all monies in the Account. If one Account Holder is not an owner of the Linked Checking Account (defined in Section 20, below), the Account Holder(s) that own(s) the Linked Checking Account represents and warrants that each Account Holder has the legal authority to make deposits to and withdrawals from the Linked Checking Account to and from the Account. All Account Holders shall hold Betterment harmless from and against any Losses arising out of or relating to any deposit to or withdrawal from the Linked Checking Account to and from the Account by any Account Holder.

Betterment is not responsible for determining the purpose or propriety of any instruction received from any Account Holder as against any other Account Holder, or of any disposition of payments or deliveries of securities and/or other property between or among Account Holders. At its sole discretion, Betterment reserves the right to require written instructions from one or all Account Holders. If Betterment receives instructions from any Account Holder that, in Betterment's opinion, conflict with instructions received from any other Account Holder, Betterment may comply with any of these instructions or advise each Account Holder of the apparent conflict and take no action as to any of these instructions until it actually receives and has a reasonable amount of time to act on satisfactory instructions from any or all of the Account Holders.

In the event of a dispute between or among Account Holders of which Betterment has notice, Betterment reserves the right, but is not obligated, to place restrictions on participation in the Program. For example, if an Account Holder requests a restriction be placed on access to funds in the Account because of a pending litigation or dispute between Account Holders, Betterment may prohibit all transfers of funds from the Account, including canceling ACH withdrawal privileges, with such restrictions to remain in place until Betterment actually receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all Account Holders. In such a case, all Account Holders remain liable for any pending ACH transactions that have not yet cleared at the time of the restriction. Betterment also may, at the expense of the Account Holders, commence or defend any action or proceeding for or in the nature of interpleader to have the dispute resolved judicially. If a suit or proceeding for or in the nature of interpleader is brought by or against it, Betterment may deliver the Account into the registry of the court, at which time Betterment will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Sub-Advisory Agreement.

Each Account Holder agrees that, on the death or disability of an Account Holder, divorce of married Account Holders, or other event that causes a change in ownership or capacity with respect to the Account, the remaining Account Holder(s) will immediately give Betterment official written notice of such change of ownership or capacity. Betterment will not be responsible for any transfers, payments or other transactions in the Account

made at the direction of a former Account Holder or incapacitated Account Holder before Betterment actually received and had a reasonable amount of time to act on such official written notice. Following receipt of such official written notice, Betterment may require additional documents and reserves the right to retain such Assets in and/or restrict transactions in the Account as it deems advisable in its sole discretion to protect itself against any Losses. Any former Account Holder and the estate of any deceased or incapacitated Account Holder will remain jointly and severally liable for any losses in the Account arising out of or relating to transactions initiated before Betterment actually received and had a reasonable amount of time to act on such official written notice.

Betterment will not notify other Account Holders of the actions taken by any one Account Holder. Each Account Holder agrees that notice provided to any one Account Holder will be deemed to be notice to all Account Holders for all purposes.

Joint accounts are made available at the sole discretion of Betterment. Joint accounts are not available for IRA accounts.

9. *Fiduciary Accounts.* Betterment does not review any action or inaction of a Fiduciary with respect to an Account and is not responsible for determining whether a Fiduciary's action or inaction satisfies the standard of care applicable to such Fiduciary's handling of an Account. Betterment is not responsible for determining the validity of a person or entity's status or capacity to serve as a Fiduciary. At its sole discretion, Betterment may require additional documentation before permitting a Fiduciary on an existing Account or when opening a new Account. The Fiduciary agrees to indemnify and hold Betterment Securities and its affiliates harmless from and against any Losses arising out of or relating to any act, error, or omission of the Fiduciary.

A custodian of a Uniform Transfers to Minors Act or Universal Gifts to Minors Act Account is responsible for all activity in the Account. Activity resulting from any instructions received from the minor, including placing or attempting to place orders, using or attempting to use a custodian's Password to the Account or taking delivery or attempting to take delivery of Assets of the Account, and all related services, will be deemed to be the actions of the custodian. As the person responsible for the Account, the custodian will be held liable for any consequences of such activity, including any losses incurred by Betterment. The custodian and minor agree to indemnify and hold Betterment and its affiliates harmless from and against any losses arising out of or relating to any act, error, or omission of the custodian or minor.

10. *The Program; Scope of Services.* Client is joining the Program whereby Client is engaging Betterment to provide discretionary investment advisory services with respect to the Account. Betterment agrees to provide the services described in this Sub-Advisory Agreement and in this Section in particular on the terms and conditions described herein.

By signing this Sub-Advisory Agreement, Client represents and warrants that Client and Advisor have entered into the Independent Agreement, and that Client desires – and has authority – to grant Advisor the rights contained in this Sub-Advisory Agreement that

pertain to the Account. Client understands that Advisor and Betterment have entered into the Separate Agreement governing Advisor and Betterment's relationship.

Betterment offers investment advice primarily over the internet through the Website and Interface. This may be different from other investment advisory relationships with which Client is familiar, and Client must be willing to receive investment advice over the internet in order to use Betterment's services as provided under this Sub-Advisory Agreement. Betterment provides customer support over the telephone and internet for the purposes of technical support, but such support is educational in nature only.

Betterment shall, subject to the supervision and oversight of the Advisor, and consistent with the Client's Investment Policy Statement (the "IPS", as defined below), manage the investment and reinvestment of assets in the Account, including the purchase and sale of any Products. Betterment shall manage the Account on a discretionary basis and act as Client's attorney-in-fact with limited power-of-attorney and authority for Client and on Client's behalf to buy, sell, and otherwise effect investment transactions in the name of the Account in accordance with the parameters set forth in the IPS.

Betterment shall recommend an investment plan to Client via the Interface that is based on Betterment's investment methodology regarding asset allocation strategies, ongoing portfolio management, and subject to modification by the Advisor Agreements, certain information and preferences provided by Advisor and/or Client (the "IPS"), information about which may be found on the Website. Advisor and/or Client may adjust the IPS via the available options in the Interface in order to provide further input for Betterment's discretionary investment management, although the Advisor may limit its discretion to take such action on Client's behalf pursuant to the Advisor Agreements, as described below.

Betterment provides goal-based investment advice. Client and/or Advisor identifies one or more financial goals via the Website and Betterment then provides investment advice specific to each goal via the various features offered through the Interface, some of which are optional. Betterment's advice for each of Client's goals is based on Betterment's investment methodology regarding goal-based asset allocation strategies and certain information and preferences requested by Betterment and provided by Client and/or Advisor, including the Allocation, which will serve as the IPS. The IPS may be modified as Betterment adjusts its investment methodology and Client and/or Advisor updates Client's information and preferences via the Interface. For some financial goals, Betterment's recommendations to Client will shift over time, with the recommended allocation to stock Products gradually reducing as the term of the goal approaches (i.e., a "glide path"). Client or Advisor will have the option to enable a feature that automatically adjusts Client's Allocation to conform to the glide path. If this feature is not enabled, Betterment will not automatically adjust Client's Allocation based on the passage of time.

More information about Betterment's investment advice and methodologies is available on the Website.

Betterment's goal-based investment advice will be based solely on information Client and/or Advisor provides via the Interface in response to the requests Betterment makes solely via the Interface. Betterment relies on information provided by Client and/or Advisor and cannot be held responsible for (i) any recommendations based on inaccurate or incomplete information or (ii) modifications Client and/or Advisor makes to the Allocation that cause the IPS to differ from Betterment's recommendations. Inaccurate or incomplete information includes, but is not limited to, information that was once accurate or complete but becomes inaccurate or incomplete due to changes in Client's circumstances. Client acknowledges that if Client and/or Advisor provides false, inaccurate, or incomplete information to Betterment, or fails to update previously provided information that is no longer accurate or complete based on changes in Client's circumstances, the investment advice Betterment provides may not match Client's investment needs. Client further acknowledges that Betterment's recommendations will generally not be based on any assets or liabilities held outside of the Account. Client agrees that if a material change occurs to Client's goals, financial circumstances, or investment objectives, or Client wishes to impose or modify reasonable restrictions on the management of the Account, Client will promptly update Client's information on the Website or mobile application. Betterment will periodically send Client a reminder, including as it may be required under the Advisor Agreements, to update information on file with Betterment if there has been a material change to Client's financial circumstances or investment objectives, or if Client desires to impose or modify reasonable investment restrictions on Client's Account.

In order for Betterment to learn more about Client's financial circumstances, Betterment provides financial account aggregation services via the Interface ("Aggregation Services"). As part of the Aggregation Services, Betterment, acting as your authorized agent, will retrieve certain financial account information, such as your account balances and holdings, from financial institutions you designate using a third-party service called Quovo ("Synced Accounts"). By using Quovo to connect a Linked Checking Account (as defined in Section 20 below) or to designate a checking account as one of Client's Synced Accounts, Client acknowledges and agrees that Betterment will collect data about cash outflows from that account. Use of the Aggregation Services is completely voluntary and at Client's option. Client understands and agrees that use of Aggregation Services is subject to Quovo's terms and conditions, which may impose important limitations on the circumstances and degree of Quovo's liability. Client understands and agrees that Betterment's recommendations and other services will not be based on Synced Accounts except as specifically disclosed in the Interface.

Betterment is not responsible for and cannot guarantee the accuracy of information about Client that Betterment receives from the Synced Accounts. Betterment may not be able to foresee or anticipate technical or other difficulties that may result in failure to obtain data from your voluntary use of the Aggregation Services. Client further understands that Betterment will typically not attempt to refresh the data from the

Synced Accounts more than once a day, but may do so less often for a variety of reasons, including connectivity issues and access restrictions imposed by other parties. Except for Betterment's malfeasance or gross negligence, Betterment assumes no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, loss of user data, communications or personalization settings. Client shall confirm the accuracy of Synced Account data through sources independent of Betterment.

Betterment is currently able to accept the transfer of certain securities into client accounts. With respect to mutual funds that Betterment does not sell immediately, Client understands and acknowledges that the value of shares may fluctuate between the time when a Client instructs Betterment to make a withdrawal involving the sale of mutual funds, or to transfer mutual funds from one goal to another, and the time when Betterment Securities completes the transactions. Additional considerations related to the transfer of outside securities into a Betterment account will be disclosed in the Interface at the time of any such transfer.

Services of the Program shall include provision of Products and provision of online tools and functionality to aid Client and Advisor in determining Client's investment preferences. As a condition of participating in the Program, and subject to limitation by the terms of the Advisor Agreements, Client grants Advisor the authority to view, access, provide instructions, and modify Client's Account information in all communications mediums Betterment offers and also the authority to modify the IPS through the Interface pursuant to Advisor's relationship with Client (memorialized in the Independent Agreement). Pursuant to Client's express request, Betterment shall provide Advisor with the ability through the Website to do the foregoing (the "Advisor Rights"). Advisor shall not be permitted to make withdrawals or deposits of funds, establish any sources for funding an Account or destinations for withdrawals from an Account, and will not have authority to establish new Accounts on Client's behalf (although Advisor may invite Client to open a new Account through the Website).

Betterment offers optional tax loss harvesting and automated asset location ("Tax Coordinated Portfolio") services. Subject to limitation by the terms of the Advisor Agreements, Client grants Advisor the authority to turn on these features in Client's account. Client should carefully read Betterment's disclosures for each of these services, and the documents linked therein, before enabling them. The Tax Loss Harvesting Disclosure Statement is available at <https://www.betterment.com/tlh-disclosure/> and the Tax Coordinated Portfolio Disclosure Statement is available at <https://www.betterment.com/tcp-disclosures/>. Client understands and agrees that Betterment makes no guarantees regarding the frequency and/or timing of tax loss harvests, and neither Betterment nor Betterment Securities shall be liable for any Losses attributable to the failure to harvest a particular loss at a particular time.

Betterment provides Client the opportunity to donate appreciated shares with long-term capital gains from Client's Betterment Account to a select number of charitable organizations. If Client chooses to use Betterment's charitable giving feature, Client

acknowledges and agrees that Betterment shall provide Client's name and email address to the recipient charity, which the recipient charity may use to solicit further donations from Client, subject to such limitations as may be imposed under the Advisor Agreements or Advisor's privacy policy, as amended from time to time (the "Advisor Privacy Policy").

Betterment shall manage the Account by issuing trading instructions to Betterment Securities to cause the Account to purchase and sell Products pursuant to the IPS. Betterment will manage the investments in the Account based on the IPS and is responsible for placing orders for execution of securities in the Account; Client will not be able to place trades in the Account. The Products and the proportions in which they are held in Client's Account may be rebalanced in Betterment's discretion to resemble the information and preferences specified by Advisor and/or Client in the Interface or in the event of any changes to the IPS, including but not limited to any changes in the Products selected by Betterment. Betterment typically will rebalance a Client's portfolio when it is identified as having drifted by 3% or more and cash flows are not sufficient to enable Betterment to reduce such drift, provided that rebalancing will not result in short-term capital gains for a Client. Client understands and agrees that such transactions may affect the market value of the Account, and may also have tax consequences. Client and/or Advisor may instruct Betterment to only rebalance Client's Account in response to cash flows by contacting Betterment's customer support team.

Unlike self-directed brokerage accounts, Client cannot enter individual buy and sell orders for specific securities to be executed at particular times. Rather, Betterment places orders to buy and/or sell securities with Betterment Securities consistent with the discretionary authority granted to it by Client, which includes, among other things, the authority to select which securities to buy and sell and when to place orders for the execution of securities. If Client wants to control the specific time during the day that securities are bought and sold in Client's account (e.g., Client wants the ability to "time the market"), Client should not use Betterment's service.

Betterment will place orders for execution of securities in the Account in accordance with the investment and trading discretion granted under the terms of this Sub-Advisory Agreement. Client will receive the price at which such orders are executed in the marketplace. Instability in financial markets may expose Client to greater market, liquidity, and execution risk, including extreme bid-ask spreads, acute price dislocation, and incomplete execution.

Betterment maintains a general approach of not placing securities orders during approximately the first thirty minutes after the opening of any market session to avoid periods of market instability, which are common during this time. Betterment generally stops placing orders arising from allocation changes in existing portfolios approximately thirty minutes before the close of any market session. Betterment continues placing orders associated with deposit and withdrawal requests until market close. Betterment maintains a general approach of not placing orders around the time of scheduled Federal Reserve interest rate announcements. This time period, during which markets often



exhibit instability, is typically fifteen to thirty minutes before and after such announcements. Betterment may also postpone trades in order to modulate its overall trading volume on a particular business day.

Account deposits are automatically subject to a processing period that may be up to five Business Days or longer; deposit-related transactions will not occur until the next Business Day after this processing period is complete. Client acknowledges and agrees that certain transactions take time to complete, and that the pendency of such transactions may delay Client's or Advisor's ability to initiate certain other transactions or provide certain instructions through the Interface to Betterment.

In addition, Betterment reserves the right, at any time and without notice, to delay or manage trading in response to market instability. Betterment may do so where it determines it is appropriate to respond to extraordinary circumstances of market instability, as evidenced by extreme instances of elevated localized volatility (i.e., minute-to-minute spikes in implied volatility), insufficient or unstable market depth, price dislocation, incomplete execution, fast markets, and rapidly widening bid-ask spreads. Subject to the Advisor Agreements, in the event Betterment delays placing orders in response to extraordinary market volatility for greater than sixty consecutive minutes during Betterment Trading Hours, Betterment will undertake to provide notice of such delay to Client by posting a message via the Interface. For the avoidance of doubt, Betterment does not delay or manage trading based on any view about whether markets are likely to rise or fall.

Client understands and agrees that the Account's composition and performance may be different for a variety of reasons from those of the IPS. These differences can arise each time the IPS is adjusted or Allocation rebalanced, including, but not limited to, the following instances: (a) when the Account is established and the initial Product(s) are purchased; (b) when Client contributes additional capital to, or makes a withdrawal of capital from, Client's Account; (c) when Client or Advisor revises the information and preferences Client or Advisor provides to Betterment; (d) when the Fee (as defined below) is charged and paid; (e) when the market value of the Products fluctuates; (f) when dividends from the Products, if any, are reinvested; (g) hardware or software malfunction, failure, or unavailability; and/or (h) when Betterment adjusts its investment methodology or the mix of Products offered. Client agrees that Betterment, Betterment Securities, other affiliates of Betterment or Betterment Securities or other third party partners shall not be held responsible for any amounts by which the Account's composition varies from the IPS.

Notwithstanding other provisions of this Sub-Advisory Agreement, Client may request Betterment by means outside of the Interface to allocate assets in the Account in a manner determined by Client and other than as determined by Betterment. Betterment may accept or reject such requests in its sole discretion.

11. *Custom Portfolios.* Advisor may (in the Advisor Agreements or a separate agreement not contained herein) contract with Betterment to provide some or all Clients with Products and/or allocations (a “Custom Portfolio”) that differ from the Products and/or allocations Betterment has selected based on Betterment’s investment methodology. If instructed by Advisor in accordance with the agreements between Betterment and Advisor, Betterment will invest a Client’s assets in a Custom Portfolio. Advisor is responsible for informing Clients who are placed in a Custom Portfolio of the fact of that placement and of the following modifications to the services set forth elsewhere in this Sub-Advisory Agreement. Except as explicitly modified by this Section, all provisions of this Sub-Advisory Agreement will remain in effect with respect to such Clients.

Betterment will not recommend an IPS to a Client who is placed in a Custom Portfolio and will instead allocate the Client’s accounts in accordance with the parameters specified by the Custom Portfolio. With respect to a Client in a Custom Portfolio, Advisor, and not Betterment, shall be responsible for managing the Client’s account on the basis of the Client’s financial situation and investment objectives. Betterment shall not be liable for any loss arising out of Advisor’s selection of a Custom Portfolio or any actions that Advisor takes, or fails to take, in connection with the management of a Custom Portfolio.

Client understands that certain features of the Interface, including but not limited to the “advice tab” and the “portfolio allocation slider,” may not work in conjunction with Custom Portfolios. Advisor is responsible for explaining these limitations to Client and Betterment shall not be liable for any loss arising from features of the Interface that are not designed to work in conjunction with Custom Portfolios.

12. *Model Portfolios.* Client acknowledges that Betterment may make available certain model investment portfolios (each, a “Model Portfolio”) developed by third-party providers (each, a “Model Portfolio Provider”) to provide Advisor and Clients with Products and/or allocations that differ from the Products and/or allocations Betterment has selected based on Betterment’s investment methodology. If instructed by Advisor in accordance with the Advisor Agreements, Betterment will invest a Client’s assets in a Model Portfolio.

Betterment will not recommend an IPS to a Client who is placed in a Model Portfolio and will instead allocate the Client’s Accounts in accordance with the parameters specified by the Model Portfolio selected by the Advisor on the Client’s behalf. The Client’s ability to adjust the allocations or risk tolerances within a Model Portfolio, to the extent permitted, will be governed by the Advisor Agreements. With respect to a Client in a Model Portfolio, Advisor, and not Betterment, shall be responsible for managing the Client’s Account on the basis of the Client’s financial situation and investment objectives. Betterment will be responsible for informing a Client who is placed in a Model Portfolio (i) that the Client is placed in a Model Portfolio and not a Betterment-selected portfolio and (ii) of the foregoing allocation of responsibilities between Betterment and Advisor. Neither Betterment nor any Model Portfolio Provider shall be liable for any loss arising

out of Advisor's selection of a Model Portfolio or any actions that Advisor takes, or fails to take, in connection with the management of a Client's Account.

Client acknowledges that the availability of a Model Portfolio is not a recommendation as to the advisability of using such Model Portfolio, and that no Model Portfolio Provider is making any representations regarding the suitability of any Model Portfolio for Client. Client is not relying on a Model Portfolio Provider, including for any individualized investment advice regarding a Model Portfolio, and may have limited recourse against a Model Portfolio Provider in connection with Advisor's selection of a Model Portfolio on Client's behalf. Client acknowledges that Model Portfolios may include Products sponsored by the applicable Model Portfolio Provider or an affiliate thereof, and such Model Portfolio Provider or an affiliate may have an affiliation with Advisor, and therefore such Model Portfolio Provider and/or Advisor may be subject to a potential conflict of interest, including incentives by the Model Portfolio Provider to include such affiliated Products in constructing such Model Portfolio and Advisor to select such Model Portfolio for a Client. Client understands that certain features of the Interface may not work in conjunction with a given Model Portfolio, and that Betterment is responsible for explaining these limitations to Client. Betterment shall not be liable for any loss arising from features of the Interface that are not designed to work in conjunction with a Model Portfolio. Except as explicitly modified by this Section, all provisions of this Sub-Advisory Agreement will remain in effect, and Betterment shall provide services as described herein to Client.

13. *Allocation Changes.* Client and/or Advisor may only make one Allocation change during Market Hours of each Business Day pursuant to laws and rules governing Day Trading activities (as defined in the Brokerage Agreement). Client understands and agrees that when Client or Advisor has already made an Allocation change during the Betterment Trading Hours on a given Business Day, Betterment may elect to treat Client or Advisor's attempts to make subsequent Allocation changes during Betterment Trading Hours on that day as instructions entered outside Betterment Trading Hours and process them the next day or Betterment may elect to refuse Client or Advisor's instruction. Unless expressly modified by the terms of the Advisor Agreements, Client represents and warrants that Client shall consult with Advisor about an Allocation change instruction before Client makes any Allocation change instruction.
14. *Dollar-Based Transactions and Fractional Shares.* Client understands that, subject to applicable requirements, Betterment Securities and Betterment may report holdings and transactions in Client's Account in terms of either U.S. Dollars or shares. As a consequence of dollar-based transactions, Client will hold fractional share interests in securities. Client understands that fractional share amounts are typically unrecognized and illiquid outside the Betterment platform and agrees that fractional shares might not be marketable outside the Betterment platform or transferrable to another brokerage account.

15. *Execution, Clearing, and Custody.* Betterment Securities shall maintain the Account and custody of the Assets credited thereof, and perform functions such as executing transactions and crediting of interest and dividends. Transactions shall be cleared by an institution that Betterment Securities determines at its discretion. The Client shall retain ownership of all cash, securities, and other instruments in the Account.
16. *Order Handling.* Betterment may, but is not required to, aggregate orders for the sale or purchase of securities for the Account with orders for the same security for other Betterment Clients, including its employees and their related persons, and for Betterment's own account with Betterment Securities. In such cases, each Account will be charged or credited with the average price per unit.
17. *Client's Responsibilities.* Client recognizes that the value and usefulness of the advisory services provided by Betterment is dependent upon Client's active participation in the formulation and direction of the Account's IPS, which requires, among other things, Client to provide true, accurate, and complete information to Betterment and Advisor. Client agrees to hold Betterment harmless for any and all Losses arising from all investment advice provided on the basis of inaccurate information Client provides to Betterment and/or Advisor. Client further accepts full responsibility for all investment decisions Client makes in contravention of the investment advice Betterment provides to Client via the Website and agrees to hold Betterment harmless therefrom.
18. *Compensation.* Client will be charged a single wrap fee for all services Betterment and Betterment Securities perform for Client (the "Wrap Fee"). The Wrap Fee is set forth on the Betterment LLC Sub-Advisory Agreement Wrap Fee Schedule (below), which is incorporated by reference herein. Client and Advisor shall contract in the Independent Agreement with respect to Advisor's fees (the "Advisor Fee"), which are in addition to, and not in lieu of, the Wrap Fee. Betterment shall make the total of the Wrap Fee and Advisor Fee available in the Interface. Betterment provides no compensation to Advisor in connection with the Account. Unless Betterment provides additional services to Client or otherwise agrees with Client, the only compensation Betterment receives from Client in connection with the Account is the Wrap Fee. Betterment may also receive a one-time implementation fee of \$1,000 from Advisor (the "Implementation Fee"), which Betterment may waive, reduce, or increase in its sole discretion. The Implementation Fee covers all of an Advisor's clients and is not debited to Client's Account. Betterment may also agree to provide certain additional services to Advisor for a negotiated fee, which shall be payable solely by Advisor and shall not be debited from any Client Account.

Client understands and agrees that Betterment may change the Wrap Fee at any time by giving 30 days' prior written notice. Following the notice period, the new Wrap Fee will become effective unless Client has terminated this Sub-Advisory Agreement as provided in Section 26. Client understands and agrees that Betterment, Betterment Securities, their affiliates, and their representatives, consultants, or other agents in connection with the performance of their respective services, shall be entitled to and may share in the

Wrap Fee or revenues derived from the Program. Notwithstanding the foregoing, Betterment or Betterment Securities may charge Client and deduct from the Account fees for certain special requests and irregular services including, but not limited to, delivery of documents in paper form, and physical delivery of securities or transfers in kind of securities to another broker-dealer as described in the Brokerage Agreement, and Betterment or Betterment Securities may charge the Client and deduct from the Account damages and penalties for fraud as described in the Brokerage Agreement. Client also agrees to pay all applicable federal, state, and local taxes.

Client represents and warrants that the Independent Agreement provides Betterment the authority to directly debit the Advisor Fee from the Account and to disburse to Advisor the Advisor Fee.

Client authorizes Betterment to deduct charges – including the Wrap Fee and Advisor Fee – directly from the Account. Client understands and agrees that transactions related to the funding of current charges will be conducted in accordance with Section 19 herein. Payment of the Wrap Fee and Advisor Fee will be reflected on Client’s periodic statements. It is Client’s responsibility to verify the accuracy of all fee calculations.

The Wrap Fee and Advisor Fee will be due (a) upon the end of the calendar quarter, (b) on any day Client requests withdrawal of amounts equal to or greater than 98% of the market value of the Account at that time minus the amount of any accrued but unpaid Wrap Fees and Advisor Fees; and (c) on the day this Sub-Advisory Agreement is terminated. Upon the occurrence of an event in clause (b) or (c), Betterment will liquidate all holdings of the Account, deduct any accrued but unpaid Wrap Fees and Advisor Fees, and disburse the remaining proceeds from liquidation to Client.

The only other fees Client will incur are the fees embedded in the Products purchased on Client’s behalf. Betterment and Advisor do not earn or receive such fees.

19. *Wrap Fee and Advisor Fee Payment.* Upon dates that the Wrap Fee and Advisor Fee are due, Betterment may order the sale of Products held in the Account, in Betterment’s discretion, in amounts necessary to fund current fees that are due and payable. Betterment may do the same for fees for special requests and certain irregular services. Any incidental excess proceeds which result from a Wrap Fee or Advisor Fee-related sale will be applied as soon as is practical to purchase additional shares of Products in amounts of Products which will cause, as determined by Betterment, the Account to equal, or approximate as closely as possible, the Allocation.
20. *Linked Checking Account.* Client may maintain a maximum of one linked checking account (the “Linked Checking Account”) at any time. Initially, Client’s Linked Checking Account will be the account which Client designates in the Application. To establish or change the Linked Checking Account Client will comply with applicable procedures within the Interface or as required elsewhere by Betterment. Betterment or Betterment Securities

may place reasonable restrictions on the frequency with which Client changes the Linked Checking Account.

21. *Deposits, Withdrawals, and Allocation Changes.* At any time Client may enter instructions with Betterment to make cash deposits to the Account from the Linked Checking Account or withdrawals from the Account to the Linked Checking Account by taking appropriate action within the Interface. Client represents and warrants that no funds deposited into the Account are derived from, or will be used to promote the conduct of, any unlawful activity. Client understands and agrees that the deposit and withdrawal of funds to or from the Account may be conducted in cash via Automatic Clearing House (“ACH”) transaction from or to the Linked Checking Account. Client understands and agrees that ACH transactions are subject to processing delays, which may last up to five Business Days or longer, and funds transferred may not be credited to the Account or otherwise available to Client during processing. Betterment and Betterment Securities, in their sole discretion, may impose a longer waiting period during which funds may not be available for trading or withdrawal. Betterment and Betterment Securities may, in their sole discretion, permit the transfer of funds into or out of the Account in other forms or via alternative means. Betterment and Betterment Securities reserve the right, in their sole discretion and without advance notice, to refuse certain types of additions of funds to the Account. Betterment and Betterment Securities reserve the right to require that Client make requests for withdrawals from the Account in writing. Client may alternatively request transfer of Assets to a different account with Betterment Securities or to a broker-dealer other than Betterment Securities by submitting a request to Betterment in a form determined by Betterment Securities. Certain Assets held in the Account may not be accepted by another broker-dealer. Subject to the terms of the Separate Agreement, Betterment or Betterment Securities may determine to cancel this Sub-Advisory Agreement or the Brokerage Agreement as a result of a request to transfer Assets to another broker-dealer.

Subject to the terms of Section 19 herein, Client may enter instructions with Betterment to withdraw an amount up to the current market value of the Account at any time, not including fees that are due and payable. When Client makes a withdrawal request, Betterment Securities and its bank service provider may act on Client’s behalf to initiate the ACH disbursement. Betterment Securities will transmit payment instructions to the applicable bank. It is Client’s responsibility to ensure that instructions are accurate and complete before requesting that Betterment Securities initiate an ACH disbursement. Betterment Securities may in its discretion attempt to abide by a subsequent request to modify instructions, but it is not obligated to do so. Client agrees to indemnify and hold Betterment Securities, Betterment, and their affiliates harmless from any Losses arising out of or relating to an attempt to amend or cancel an ACH transfer request. Client understands that any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer may result in such ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to Client and

Client agrees to indemnify and hold Betterment Securities, Betterment, and their affiliates harmless from any Losses arising out of or relating to any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer.

Client understands that Betterment generally does not place orders for the execution of transactions in the Account outside of Betterment Trading Hours and any orders initiated in response to asset allocation changes or client deposits or withdrawals received outside of Betterment Trading Hours will not be placed before 10:00 AM on the next Business Day. Client further understands that Betterment generally stops placing orders arising from Allocation changes approximately thirty minutes before the close of any market session. Betterment generally continues placing orders associated with deposit and withdrawal requests until market close. Client understands and agrees that neither Betterment nor Betterment Securities shall be held responsible for any Losses or other consequences that result from Betterment's or Betterment Securities' timing of or other determinations for placing orders.

22. *Proxies.* Client delegates to Betterment the authority to receive and vote all proxies and related materials for any security held in the Account. Betterment accordingly will vote on matters requiring a proxy vote for the securities held in the Account and will do so in a way that is reasonably expected to ensure that proxy matters are conducted in the best interest of clients. Client also delegates to Betterment the authority to vote on other corporate actions, like tender offers, which do not require a proxy or are not solicited via proxy. Client may request information regarding how Betterment voted a Client's proxies, and a copy of Betterment's proxy policies and procedures by emailing [support@betterment.com](mailto:support@betterment.com). Client acknowledges and agrees that Betterment will vote only on proxies and respond to corporate actions associated with securities that Betterment recommends be purchased for client accounts. Client acknowledges and agrees that Betterment is not responsible for voting proxies or participating in corporate actions for any security until the security is in the possession and control of Betterment Securities.
23. *Personal Information.* The respective rights and responsibilities of Betterment, Betterment Securities, and Client regarding the collection, processing, and use of Client's personal information and Client's rights to limit the use and disclosure of such information, are set forth in this Section 23 as well as the Betterment Privacy Policy, as amended from time to time, as they may be further limited by the Advisor Privacy Policy and/or the Advisor Agreements. As provided in Section 10, Client grants Advisor full access to all Client's information on the Website. Further, subject to the Advisory Privacy Policy and/or the Advisor Agreements, Client expressly permits Betterment to disclose certain account data in non-personally identifiable form (e.g., aggregate account data without names, addresses, or social security numbers) with unaffiliated companies, such as B+ Institutional Services, LLC. For avoidance of doubt, such disclosed account data will never be individually identifiable to Client absent Client's affirmative consent to such disclosure unless an exception in the Betterment Privacy Policy and/or the Advisory

Privacy Policy applies.

The foregoing rights and responsibilities are further defined by applicable laws and regulations of national and state governments and international bodies. In the event of any controversy regarding Betterment's or Betterment Securities' collection, use, processing, transfer, or receipt of any information about Client, Client agrees that remedies will be expressly limited to those specifically provided by the applicable laws and regulations, in accordance with this Sub-Advisory Agreement and/or the Advisor Agreements, to the extent applicable. Client authorizes Betterment and Betterment Securities to obtain reports from time to time concerning Client's background, credit standing, and business conduct (and Client's spouse's if Client lives in a community property state). Client also authorizes Betterment and Betterment Securities, without notification, to request a new background and/or credit report in connection with any review, extension, execution, or renewal of the Account. On written request, Betterment will advise Client whether it obtained credit reports, and if so, will provide the name and address of the reporting agency that furnished the reports. In addition, Client understands that Betterment and Betterment Securities reserve the right to report to consumer and securities credit reporting agencies any negative credit information pertaining to any Account held by Client at Betterment Securities or managed by Betterment. Client authorizes Betterment and Betterment Securities to share credit bureau information and any other personal information that Betterment or Betterment Securities obtains with its affiliates and with unaffiliated third parties in accordance with the Betterment Privacy Policy.

When linking your bank account to your Betterment account, you may be presented with the option of using Plaid or Quovo, each third-party services. If you decide to use the optional Plaid or Quovo services to link your bank account to your Betterment account, you expressly grant to Betterment and/or Betterment Securities the right, power, and authority to (acting on your behalf) transmit your personal and financial information (such as from third party banks) as reasonably necessary for Plaid or Quovo to provide services to you. By using Plaid or Quovo, you expressly authorize Betterment to retrieve your bank account and routing numbers, as well as your current bank balance and certain transaction history ("Account Information") via Plaid or Quovo. Betterment will not store your username and password for your bank account; Plaid or Quovo will provide Betterment an access token that exclusively allows Betterment to retrieve your Account Information. Further, if you use the Plaid or Quovo service when signing up for a Betterment account, you acknowledge and agree that the information you provide to Plaid or Quovo through Betterment will be treated by Plaid or Quovo in accordance with each third-party service's privacy policy, located at <https://plaid.com/privacy>, and <https://www.quovo.com/legal/privacy-policy/>, respectively), and by Betterment in accordance with Betterment's privacy policy. By using Plaid or Quovo through Betterment, you agree to the above terms and further agree to hold Betterment harmless from losses of any kind that may result from Plaid's or Quovo's use, misuse, or



loss of your personal information and Account Information.

Client understands and agrees that Advisor and/or Client may request that Betterment send personal data regarding Client's Betterment account (including, but not limited to, to Clients' personally identifying information and securities transaction and holdings information) ("Client Data") to entities outside of Betterment's control (including, but not limited to, financial account aggregators, portfolio management systems, and other tools that Advisors may in their sole discretion determine to utilize) ("Computing Systems"). For avoidance of doubt, Client grants Advisor the authority to make the requests described in the preceding sentence.

Client understands and agrees that Betterment cannot control what Computing Systems may or may not do with Client Data. Client understands that Betterment does not guarantee the accuracy and quality of Client Data that Betterment may send to Computing Systems at Client and/or Advisor's request. Client agrees to indemnify and hold harmless Betterment from Losses of any kind that may result from Betterment sending Client Data to Computing Systems at either Client or Advisor's request.

Betterment also uses Quovo to provide the Aggregation Services. If Client utilizes the Aggregation Services, Client agrees that Client will abide by Quovo's Terms of Use for participating in the Services. These terms are available at <https://www.quovo.com/legal/terms/> and may be amended from time to time.

If Client employed by or registered with a broker-dealer or other employer whose consent is required to open and maintain a Betterment account, and Betterment has received said consent, Client agrees that Betterment Securities may – but is not required to – provide duplicate statements and confirms to said broker-dealer or other employer in any manner that Betterment chooses.

24. *Access Interruptions.* Client understands that neither Betterment Securities nor Betterment guarantee that access to the Website and Account management via the Interface will be available all the time. Subject to the Separate Agreement, Betterment Securities and Betterment reserve the right to suspend access to the Program without prior notice for scheduled or unscheduled system repairs or upgrades to the Program. Further, access to the Website, and hence, the Account, may be limited or unavailable due to, among other things: market volatility, peak demand, systems upgrades, maintenance, any kind of interruption of the services provided by Betterment Securities or Betterment's ability to communicate with Betterment Securities, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, and force majeure. Client agrees that neither Betterment nor Betterment Securities will be liable to Client for any Losses incurred by Client (including, but not limited to, lost profits, trading losses, and similar damages) resulting from such access limitations or unavailability.

25. *Disclosure Statement.* Client hereby acknowledges receipt of a copy of [Betterment's Wrap Fee Brochure](#), the [Betterment Privacy Policy](#), and other disclosing documents provided to Client at the time this Sub-Advisory Agreement is made.
26. *Term.* Client may terminate this Sub-Advisory Agreement without penalty within five Business Days of Client's electronic consent. This Sub-Advisory Agreement may be terminated at any time by either party for any reason upon written notice to the other party in accordance with this Section 26 and subject to any further conditions or limitations imposed by the Advisor Agreements. Termination by Client is effective upon receipt by Betterment of Client's written electronic notice of intent to terminate and payment of outstanding charges as described in Section 19. For the purposes of this Section 26, "Client's written electronic notice of intent to terminate" shall mean Client's election to close Client's Account with Betterment as such action is provided within the Interface. Client's termination of the Brokerage Agreement with Betterment Securities will constitute termination of this Sub-Advisory Agreement by Client effective upon receipt of notice of termination by Betterment Securities and payment of outstanding charges as described in Section 19. Termination by Betterment is effective on the date of written electronic notice to the Client, unless a later date is stated in the notice. Client shall be responsible for any transactions initiated prior to termination. The terms and conditions of this Sub-Advisory Agreement will survive termination of the Account and will continue to apply to any disputed or other remaining matters involving Client's relationship with Betterment. After the termination of the Account, Client will remain liable to Betterment for payment of any indebtedness or obligation to Betterment as provided under this Sub-Advisory Agreement. To the extent permitted by the Advisory Agreements, if Client should re-open the Account at a date subsequent to terminating the Account and this Sub-Advisory Agreement, Client agrees to be bound by the Sub-Advisory Agreement in effect at the time Client re-opens the Account.

Upon termination, Betterment is expressly authorized by Client to redeem or otherwise liquidate any shares of Products held in the Account and disburse proceeds to Client. Such redemption or liquidation may affect the asset allocation and/or market value of the Account, and may also have tax consequences. Client may alternatively request transfer of Assets to a broker-dealer other than Betterment Securities by submitting a request to Betterment in a form determined by Betterment Securities. Certain Assets held in the Account may not be accepted by another broker-dealer. Betterment shall not be liable for any losses caused by the liquidation of securities pursuant to this Section, including but not limited to any tax liabilities.

Client understands and agrees that Advisor may request that Betterment initiate the closure, or dissociation from the Advisor, of Client's Account and/or Advisor may request that Advisor move Client to (i) another custodian or investment platform (including one affiliated with or sponsored by Advisor), or (ii) another Betterment platform or service (including Betterment's direct-to-client, i.e., retail, platform). Client understands and

agrees Betterment will fulfill such request in a manner determined in Betterment's discretion, subject to restrictions on that discretion imposed by the Separate Agreement. If Client is moved to another Betterment platform or service, Client agrees to review the legal agreements and disclosures for that Betterment platform or service; Client signals Client's acceptance of those terms by not cancelling Client's account on that Betterment platform or service.

Subject to the terms of the Advisor Agreements, if the relationship between Betterment and Advisor is terminated, Client will be offered the option to terminate this Sub-Advisory Agreement. Betterment will not interfere with Advisor's efforts to move Client to another custodian or investment platform. If Client does not accept Betterment's offer to terminate on or before 90 days, or contacts Betterment during this period and requests to remain with Betterment under a new agreement, Client's Account(s) with Betterment will be moved to a new agreement with Betterment, the terms of which will be provided to Client. Client signals Client's acceptance to the new agreement by not terminating Client's Account with Betterment.

Subject to the terms of the Advisor Agreements, if Client or Advisor terminates Client's relationship with Advisor, Client will be offered the option to terminate this Sub-Advisory Agreement. If Client does not accept the offer to terminate on or before 90 days, or contacts Betterment during this period and requests to remain with Betterment under a new agreement, Client's Account(s) with Betterment will be moved to a new agreement with Betterment, the terms of which will be provided to Client. Client signals Client's acceptance to the new agreement by not terminating Client's Account with Betterment. Client covenants to inform Betterment immediately if Client's relationship with Advisor is terminated.

Client acknowledges that certain Model Portfolios may not be available on all Betterment platforms, and as such Client may be required to liquidate Client's Account with Betterment to the extent that such Client's Account is allocated to a Model Portfolio and Client's relationship with Advisor and/or Advisor's relationship with Betterment, is terminated.

27. *Security.* When Client or Advisor accesses the Website using an up-to-date version of third-party web browser (such as Microsoft Internet Explorer, Firefox, Chrome, or Safari) that is compatible with industry standard encryption, Betterment's and Betterment Securities' security systems automatically protect Client's communications through server authentication and data encryption. Access requires password protection to log onto the Interface. Betterment also offers optional use of Two-Factor Authentication to further protect Client's Account.
28. *Investment Tools.* Client understands that investment tools provided within the Interface are not a guarantee of performance and neither Betterment Securities nor Betterment guarantees or makes any warranty of any kind, express or implied, regarding the projections or recommendations generated by the investment tools. Client agrees that

Betterment Securities and Betterment are not liable for any Losses (including lost opportunity or profits) arising out of or relating to discrepancies between projections and suggestions and actual performance.

29. *Limitation.* Client understands and agrees that Client is responsible for all Losses arising from or related to the Account. Except for negligence or malfeasance, violation of applicable law, or breach of fiduciary duty, Client agrees that Betterment and Betterment Securities and their respective officers and employees shall not be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in managing the Account. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws. In addition, it is possible that Client or Betterment itself may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to Betterment's software based financial advisory service. Betterment and its representatives are not responsible to any Client for losses unless caused by Betterment's negligence or malfeasance, violation of applicable law, or breaching its fiduciary duty.

By requesting that Betterment provide the Advisor Rights, Client understands and agrees that Advisor may, among other things, modify the IPS that Betterment offers and change Client's Information (subject to any limitations set forth in the Advisor Agreements). Accordingly, Client understands and agrees that Betterment, Betterment Securities, and their respective officers and employees are not responsible for any information Advisor provides through the Interface in connection with the Account that may lead to trades being placed on Client's behalf and for all Losses arising from or related to the Account due to Advisor's actions in the Account. Subject to the Separate Agreement, Client further agrees to hold harmless Betterment, Betterment Securities, and their respective officers and employees for any obligations, acts, or omissions of Advisor as it pertains to the Account.

Client understands and agrees that Advisor and/or Client have the ability to modify the Betterment-recommended portfolio allocation for Goals in the Account to a portfolio allocation that Betterment may not recommend. If Advisor and/or Client modifies a Betterment-recommended portfolio allocation, Client accepts responsibility for the consequences, including all Losses arising from or related to the Account due to Advisor's and/or Client's actions in the Account.

In addition, as discussed in Section 10 above, Client understands and agrees that Betterment, Betterment Securities, and their respective officers and employees are only providing services in connection with the Account, and are not responsible for providing services based on any of Client's assets outside of the Account.

Advisor may—in Advisor's discretion—request that Client execute Client's Independent Agreement with Advisor on the Website, which Client may do. Client understands and

agrees that Betterment and Betterment Securities have not reviewed the Independent Agreement and generally have no rights, responsibilities, or obligations in any form whatsoever under the Independent Agreement. Client understands and agrees that Advisor is solely responsible for providing Client with Advisor's Form ADV and initial privacy disclosures; however Betterment shall deliver such documents to Client at the time of Client onboarding if Advisor elects to have Betterment deliver such documents. Subject to the Separate Agreement, Client agrees to hold harmless Betterment, Betterment Securities, and their respective officers and employees for any obligations, acts, or omissions of Advisor in connection with the Independent Agreement.

*30. General and Miscellaneous Provisions and Disclosures.*

- a. Client represents and confirms that Client has full power and authority to execute, deliver, enter into, and perform Client's obligations under this Sub-Advisory Agreement. Client represents that this Sub-Advisory Agreement has been duly authorized, executed, and delivered by Client and is the legal, valid, and binding agreement of Client, enforceable against Client in accordance with its terms, and that the terms of this Sub-Advisory Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise.
- b. If this Sub-Advisory Agreement is being executed on behalf of a corporation, trust, government, partnership, or other business or legal entity, Client further represents that neither Client nor Client's Account is subject to the Investment Company Act of 1940, as amended, and that the governing documents for such entity authorize and permit the provision of investment advisory services through an advisory account in accordance with the terms of this Sub-Advisory Agreement.
- c. If Client is a corporation, trust, government, partnership, or other business or legal entity, the Client Representative executing this Sub-Advisory Agreement on behalf of Client represents and confirms that the Client Representative has the requisite legal capacity, authority, and power to execute, deliver, and perform such execution and the obligations under this Sub-Advisory Agreement as applicable. If Client is a corporation or partnership, the individual signing this Sub-Advisory Agreement represents that the individual has been authorized to execute this Sub-Advisory Agreement by appropriate corporate or partnership action. Client agrees to indemnify, defend, and hold Betterment Securities, Betterment, and their affiliates harmless from any Losses arising out of or relating to claims against Betterment arising out of Client's failure – whether it be intentional or unintentional – to abide by Client's representations in this paragraph.
- d. If the Client is an entity, and if Client Representative is entering into this Sub-Advisory Agreement, Client and Client Representative understand and agree

that the representations, warranties, and agreements made herein are made by Client both: (1) with respect to Client; *and* (2) with respect to the Client Representative.

- e. If the Client's Account is opened in the name of a trust, this Sub-Advisory Agreement incorporates the terms of the separate "Certification of Trust" document included below.
- f. Client shall advise Betterment immediately of any event that might affect this authority or the binding effect of this Sub-Advisory Agreement.
- g. Client shall advise Betterment immediately if and when Client and Advisor terminate their investment advisory relationship pursuant to the Independent Agreement (whether such termination is initiated by Client or Advisor).
- h. The products available through the Program are investment products and as such: (i) are not insured by the Federal Deposit Insurance Corporation; (ii) carry no bank or government guarantees, and are not a deposit or other obligation of, or guaranteed by, a bank; and (iii) have associated risks. Client understands that investments in securities are subject to investment risks, including possible loss of the principal amount invested.
- i. Client understands and agrees that Betterment offers no guarantees of investment performance based on the predictions and suggestions of the investment tools or other advice provided through the Program. In deciding to engage Betterment and open the Account, Client represents that Client has determined that the Program is appropriate for Client, taking into account all factors that Client believes are relevant, including but not limited to the terms and conditions of the Program, Client's relationship with Advisor, Client's interest in having Betterment make certain investment decisions for Client, Client's anticipated need for investment advice, the costs and potential benefits of the Program as compared to other types of advisory account programs, such as nondiscretionary account programs and account programs that are offered in non-electronic form, Client's current investment holdings, and the costs and potential benefits of this Program as compared to traditional brokerage services, such as a commission-based brokerage account, trading activity, and Client's level of investment experience. Client represents that Client is aware of and is willing to assume risks involved with investing in the Assets pursuant to the Program.
- j. Client understands that this Sub-Advisory Agreement will be deemed to have been made in the State of New York. To the extent not inconsistent with Federal law, this Sub-Advisory Agreement shall be governed by and construed in accordance with the laws of New York, and in compliance with the Investment Advisers Act of 1940, as amended. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good

faith, and therefore nothing herein shall in any way constitute a waiver or limitation of rights which Client may have under federal and state securities laws.

- k. If any provision of this Sub-Advisory Agreement is held to be invalid, void, or unenforceable by reason of any law, rule, administrative order, or judicial decision, that determination will not affect the validity of the remaining provisions of this Sub-Advisory Agreement.
- l. Except as specifically permitted in this Sub-Advisory Agreement, no provision of this Sub-Advisory Agreement can be, nor will it be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by an authorized officer of Betterment.
- m. Subject to the Separate Agreement, Betterment may amend this Sub-Advisory Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective as of the time Betterment has notified Client in writing of any change or such later date as Betterment may establish. Subject to the Separate Agreement, Betterment reserves the right, but does not intend to follow it as a matter of course, to notify Client of modifications to this Sub-Advisory Agreement by mailing or e-mailing a written notice or new Sub-Advisory Agreement to Client. Client understands that the normal method of notifying Client of modifications to this Sub-Advisory Agreement will be to post the information on the Website without a corresponding notification to Client, and that Client must regularly check the Website to stay apprised of modifications to this Sub-Advisory Agreement. Client understands that by not closing and/or continuing to use the Account, Client confirms Client's continued agreement to abide by this Sub-Advisory Agreement, as amended from time to time. Client also agrees that, subject to the Separate Agreement, Betterment may change the Service at any time and that it is not obligated to provide Client with notice of such a change. However, if that change necessitates a change to this Sub-Advisory Agreement, Betterment will do so according to the aforementioned procedures.
- n. In addition to the terms in this Sub-Advisory Agreement, when using products, services or features on the Website and Interface, Client shall be subject to any additional posted guidelines, disclosures, methodology documents, or requirements applicable to such product, service or feature, which may be posted and modified from time to time. All such additional terms are hereby incorporated by reference into this Sub-Advisory Agreement.
- o. Betterment's failure to insist on strict compliance with this Sub-Advisory Agreement or any other course of conduct on Betterment's part will not be deemed a waiver of Betterment's or Betterment Securities' rights under this Sub-Advisory Agreement.

- p. The parties hereby acknowledge and agree that this Sub-Advisory Agreement alone, with the exception of the Brokerage Agreement and the Integrated Rights thereof, and the other documents agreed to and delivered in connection with becoming and continuing to be a Client (including Client statements and confirmations), constitutes the final understanding between the parties with respect to all matters contained herein. In addition to the foregoing, Advisor and Client have entered into the Independent Agreement. In the event of a conflict between the terms of such Independent Agreement and the terms of this Sub-Advisory Agreement regarding the nature or scope of the services provided to the Client by Advisor, the terms and conditions of the Independent Agreement shall control to the extent they do not impose additional material obligations or responsibilities on Betterment beyond those included in this Sub-Advisory Agreement or the Separate Agreement, except as may be required by applicable law. The parties further acknowledge and agree that, with the exception of the above-referenced agreements there are no prior or coexisting agreements different or distinct from those contained herein, and all such prior and coexisting agreements, if any, are merged herein. This Sub-Advisory Agreement supersedes any previous agreements that Client has made with Betterment individually with regard to the Account, and if the Account is held jointly, it supersedes any previous agreements made by the same parties to this Sub-Advisory Agreement, to the extent that the subject matter is covered by this Sub-Advisory Agreement. Betterment may not assign its rights and duties under this Sub-Advisory Agreement to any of its successors, subsidiaries, affiliates, or any other entity without obtaining Client's consent and complying with any other requirements provided in the Separate Agreement. Subject to the foregoing limitation, Client will be deemed to have consented to Betterment assigning its rights and duties under this Sub-Advisory Agreement if after receiving adequate written electronic notice of a proposed assignment Client does not serve notice of objection to Betterment. Client may not assign the rights and obligations under this Sub-Advisory Agreement without first obtaining the prior written consent of Betterment, subject to any additional conditions or limitations on assignment provided in the Advisor Agreements. Any purported assignment in violation of this Sub-Advisory Agreement will be void.
- q. This Sub-Advisory Agreement will pass to the benefit of Betterment and its successors, permitted assigns, and agents. In addition, Client hereby agrees that this Sub-Advisory Agreement and all the terms hereof, will be binding on Client's heirs, executors, administrators, personal representatives, and any assigns permitted by Betterment.
- r. Betterment will not provide accounting or legal advice. Betterment will not be responsible for the acts, omissions, or insolvency of any other agent, broker, or



independent contractor selected to take any action or to negotiate or consummate any transaction for the Account.

- s. The heading of each provision of this Sub-Advisory Agreement is for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
- t. **Section 13 Reporting.** Client agrees that only Betterment will exercise “investment discretion” with respect to Accounts within the meaning of Section 13(f) of the Securities Exchange Act of 1934, as amended, and that Betterment shall be responsible for filing any required reports pursuant to Section 13(f) and the rules thereunder.
- u. Client’s intentional action in electronically signing the Application is valid evidence of consent to be legally bound by this Sub-Advisory Agreement and by other documentation submitted in the Application process or governing Client’s relationship with Betterment. The use of an electronic version of Account documents fully satisfies any requirement that they be provided to Client in writing. Client acknowledges that Client may access and retain a record of the documents relating to the Program that Client electronically signs through the Interface. Client is solely responsible for reviewing and understanding all of the terms and conditions of these documents. Client accepts as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Sub-Advisory Agreement on the Interface. Client acknowledges and agrees that Betterment may, subject to the Separate Agreement, modify this Sub-Advisory Agreement from time to time and Client agrees to consult the Interface from time to time for the most up-to-date Sub-Advisory Agreement.

The electronically stored copy of this Sub-Advisory Agreement is considered to be the true, complete, valid, authentic, and enforceable record of this Sub-Advisory 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. Client agrees to not contest the admissibility or enforceability of Betterment’s electronically stored copy of this Sub-Advisory Agreement in any proceeding arising out of the terms and conditions of this Sub-Advisory Agreement. If more than one individual has electronically signed this Sub-Advisory Agreement as a Client, the obligations under this Sub-Advisory Agreement will be joint and several and identical to the obligations of joint Account Holders that have signed a paper Sub-Advisory Agreement.

- 31. *Electronic Signatures.* Client’s intentional action in providing an electronic signature, constituted by clicking a button indicating an electronic signature, typing Client’s name in a signature field, or otherwise entering an electronic signature, is valid evidence of consent to be legally bound by this Sub-Advisory Agreement and by other documentation

submitted in the Application process or governing Client's relationship with Betterment, and as valid evidence of consent to be legally bound by any other documents relating to the Program Client electronically signs.

32. *Electronic Delivery of Documents.* Client acknowledges receipt and acceptance of the "Consent to Electronic Delivery of Documents from Betterment and Betterment Securities" which is attached hereto. All written notices to any party under this Sub-Advisory Agreement shall be sent to such party in electronic form either through applicable means of the Interface or through designated email addresses, or such other address as such party may designate in writing to the other. Client is responsible for maintaining a valid email address and software and hardware to receive, read and send email. Client hereby agrees to provide Betterment with a current email address and promptly notify Betterment of any changes to his or her email address in his or her Account on the Interface or the Website. Notwithstanding the above, Betterment may occasionally require certain communications from the Client to be sent in non-electronic form.
33. *Electronic Funds Transfer.* Client acknowledges receipt and acceptance of to the "Electronic Funds Transfer Rights and Error Resolution" which is attached hereto.
34. **ARBITRATION AGREEMENT AND DISCLOSURE.**

- a. ***Required Arbitration Disclosures.*** This Sub-Advisory Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:
- i. All parties to this Sub-Advisory Agreement are giving up the right to sue each other in court, including the right to a trial by jury, and the right to litigate on a class basis, except as provided by the rules of the arbitration forum in which a claim is filed.
  - ii. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
  - iii. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
  - iv. 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.
  - v. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

- vi. 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.
  - vii. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Sub-Advisory Agreement.
- b. Client agrees to resolve by binding arbitration any controversy that may arise between Betterment and Client relating in any way to this Sub-Advisory Agreement, Client's relationship with Betterment, or any service provided by Betterment to Client. This arbitration agreement includes any controversy involving the performance, construction, or breach of this Sub-Advisory Agreement or any other written agreement between Betterment and Client.
- c. Such arbitration shall be conducted before FINRA and in accordance with the arbitration rules and regulations then in effect at FINRA. Any party may initiate arbitration by filing a written claim with FINRA. If arbitration before FINRA is unavailable or impossible for any reason, then such arbitration will be conducted under the auspices of JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "JAMS Rules"). The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the Securities business. The parties agree that the arbitration shall apply the substantive law of New York to all state law claims, that limited discovery shall be conducted in accordance with the JAMS Rules, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with the JAMS Rules, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law, or other written explanations of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law.
- d. Federal and state statutes of limitation, repose, and/or other rules, laws, or regulations impose time limits for bringing claims in federal and state court actions and proceedings. The parties agree that all federal or state statutes of limitation, repose, and/or other rules, laws, or regulations imposing time limits that would apply in federal or state court, apply to any dispute, claim or controversy brought under this Sub-Advisory Agreement, and such time limits are hereby incorporated by reference. Therefore, to the extent that a dispute, claim, or controversy arises under this Sub-Advisory Agreement and would be barred by a statute of limitation, repose or other time limit, if brought in a

federal or state court action or proceeding, the parties agree that such dispute, claim, or controversy shall be barred in an arbitration proceeding.

- e. Any award of the arbitrator or a majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, attorneys' fees or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.
- f. To the extent permitted by law, the parties to this Sub-Advisory Agreement agree that each may assert claims against the other only in an individual capacity, and not as a class representative or class member in any putative class action, representative action, or class-wide arbitration. The parties agree that no individual claims in arbitration shall be consolidated or combined without the consent of all parties.
- g. This agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.
- h. Client agrees to the provisions described above and the following additional provisions, regardless of whether Client is or is not residing in the United States at the time a controversy arises between Betterment and Client:
  - i. Client agrees that any arbitration hearing will be held in New York, New York unless otherwise agreed between Betterment and Client in a signed writing or unless FINRA designates another hearing location;
  - ii. Client agrees to the personal jurisdiction of the courts located in New York, New York, U.S.A, to interpret and enforce these arbitration provisions described in this Sub-Advisory Agreement; and
  - iii. All arbitrations will be held in the English language, unless otherwise agreed to by the parties.
- i. Client makes this arbitration agreement on behalf of Client and Client's heirs, administrators, representatives, executors, successors, permitted assigns, and together with all other persons claiming a legal or beneficial interest in the Account.

**NOTE: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS SUB-ADVISORY AGREEMENT, INCLUDING THE ARBITRATION CLAUSE LOCATED AT SECTION 34 OF THIS SUB-ADVISORY AGREEMENT.**

## **AGREEMENT**

If more than one, all Client principals to this Sub-Advisory Agreement must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

This Sub-Advisory Agreement shall be dated as of the time Client enters an electronic signature.

Client's name and electronic signature shall be incorporated by reference to fields through the sign-up process within the Website.

Betterment Representative approval shall be incorporated by reference to fields captured by Betterment's software systems.

## BETTERMENT LLC SUB-ADVISORY AGREEMENT WRAP FEE SCHEDULE

As provided for in Section 18, Betterment For Advisors Clients pay, roughly once a calendar quarter (each a “Wrap Fee Period”), an asset-based Wrap Fee generally equal to 0.25% per annum on the first \$2 million of the Client’s Household average daily Account balance during the Wrap Fee Period, and 0.15% per annum on any portion of the Client’s Household average daily Account balance above \$2 million during the Wrap Fee Period (“the Discount”). For example, if a client holds \$2,500,000 in the Account, the Account would be charged 0.25% on the first \$2 million of assets and 0.15% on the additional \$500,000. If a Client also has a 401(k) account through Betterment for Business, the balance of that account is not included in Client’s balance for purposes of calculating which assets are eligible for the Discount. Accounts are not charged a fee when they are unfunded. The Wrap Fee is subject to waiver, reduction, or variation by Betterment in its sole discretion. For example, certain Advisors have agreements that entitle their Clients to pricing that is lower than the Wrap Fee set forth herein.

Wrap Fee payments will be due on the last Business Day of the Wrap Fee Period. Payments will also be due (i) immediately upon notice provided by either party of intent to terminate this Sub-Advisory Agreement and (ii) prior to a withdrawal that is equal to or greater than 98% of the market value of the Account at that time minus the amount of accrued but unpaid Wrap Fees and Advisor Fees.

The value of the Account for purposes of this Sub-Advisory Agreement will be determined by Betterment in accordance with its normal practices and procedures and such determination will be binding on the parties to this Sub-Advisory Agreement absent bad faith or manifest error. Under no circumstances will Wrap Fees be adjusted for appreciation or depreciation of an Account’s asset value during a given Wrap Fee Period.

The Wrap Fee does not include any fees paid by Client to its Advisor pursuant to the Independent Agreement. Fees charged by Client’s Advisor may reflect some or all of the implementation fees that Advisor may pay to Betterment, but for purposes of clarity, no separate implementation fee will be charged directly to Client.

## Betterment Securities Brokerage Agreement

*THIS AGREEMENT WAS AMENDED ON FEBRUARY 22, 2019. THE AMENDMENTS HEREIN ARE EFFECTIVE AS OF FEBRUARY 22, 2019.*

This Brokerage Agreement is entered into by Betterment Securities (“Betterment Securities” as defined below), a broker-dealer registered with the Securities and Exchange Commission (“SEC”) and a member of “FINRA” (as defined below) and “Client” (as defined below). Client is opening a securities brokerage account (or multiple accounts) (the “Account” as defined below) pursuant to the terms of this Brokerage Agreement for the purposes of participating in the wrap fee advisory program (the “Program” as defined below) of Betterment LLC (“Betterment” as defined below), an SEC Registered Investment Adviser. Betterment closely cooperates with Betterment Securities. In consideration for Betterment Securities opening the Account, Client agrees to the terms and conditions set forth in this Brokerage Agreement, as amended from time to time. This Brokerage Agreement shall govern all brokerage accounts opened by Client with Betterment Securities.

1. *Introduction.* By signing this Brokerage Agreement, you are representing and agreeing that you have read it carefully and understood its terms, including the arbitration clause located at Section 37. You should not sign this Brokerage Agreement if you have any questions about your obligations under this Brokerage Agreement, the services that Betterment Securities is agreeing to provide, or the limitations of those services. If you do have questions, please contact us at [support@betterment.com](mailto:support@betterment.com) prior to signing this Brokerage Agreement, and our representatives will assist you. You should retain this Brokerage Agreement for future reference.

Client and Betterment Securities understand and agree that certain brokerage services provided by Betterment Securities are related to certain investment advisory services provided by Betterment. Accordingly, Client and Betterment Securities understand and agree that the rights and protections granted to Betterment Securities under this Brokerage Agreement are integrated with all rights and protections granted to Betterment Securities by Client under the Sub-Advisory Agreement (as defined below) which concern Client’s relationship with Betterment Securities (“Integrated Rights”) and shall extend and apply to this Brokerage Agreement and govern aspects of Client’s relationship with Betterment Securities. In the case of some Integrated Rights, the text of this Brokerage Agreement may contain its own similar terms and conditions and in the case of other Integrated Rights the text of this Brokerage Agreement does not contain its own similar terms and conditions. Whether the text of this Brokerage Agreement contains similar terms or conditions to an Integrated Right shall not be interpreted to limit the extension and applicability of any Integrated Right to this Brokerage Agreement.

Client further understands and agrees that while Betterment and Betterment Securities are affiliated entities under common ownership and closely cooperate, they are separate entities and are not responsible for the obligations, acts, or omissions of one another. Accordingly, Betterment Securities will not indemnify or be held responsible by Client for the obligations, acts, or omissions of Betterment.

In addition, Client understands and agrees that while Advisor (as defined below), Betterment, and Betterment Securities may cooperate, they are separate entities and are not responsible for the obligations, acts, or omissions of one another.

Accordingly, Client understands and agrees that Betterment Securities will not indemnify or be held responsible by Client for the obligations, acts, or omissions of Advisor or Betterment.

Client understands and agrees that, together with the Integrated Rights, the terms and conditions of this Brokerage Agreement govern all aspects of Client's relationship with Betterment Securities, including all transactions between Betterment Securities and Client and all products and services now or in the future offered through Betterment Securities, beginning on the date the Account is opened.

**AS SET FORTH IN SECTION 37 BELOW, THIS BROKERAGE AGREEMENT INCLUDES AN ARBITRATION CLAUSE. BY ENTERING INTO THIS BROKERAGE AGREEMENT, CLIENT ACKNOWLEDGES THAT THE PARTIES TO THIS BROKERAGE AGREEMENT ARE LIMITING THEIR RIGHTS TO SUE EACH OTHER IN COURT AND THE RIGHT TO A JURY TRIAL.** By entering into this Brokerage Agreement, Client also acknowledges receipt of the Betterment Privacy Policy (delivered separately).

Particular features or portfolios may have additional in-Application disclosures. Client agrees to review these disclosures before enabling the feature or electing the portfolio. If Client avails itself of additional services provided by Betterment Securities that require Client 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 Brokerage Agreement. Subject to conditions and limitations imposed under the Separate Agreement (as defined below), Betterment Securities reserves the right to modify or terminate this Brokerage Agreement at any time. Up-to-date information about the service contemplated by this Brokerage Agreement will also be provided via Betterment's website (the "Website" as defined below) or electronic mail. Client agrees to consult the information regarding this Brokerage Agreement on the Website regularly.

If Client is unwilling to accept this obligation or to be bound by the terms and conditions of this Brokerage Agreement, Client will not submit an Application (as defined below) for an Account with Betterment Securities. Betterment Securities reserves the right to decline any Application or, subject to the Separate Agreement,



to terminate any Account at any time and for any reason or no reason, in its sole discretion.

Various features of the Account are offered or processed through a service provider, which may be an unaffiliated company, or an affiliate of Betterment Securities. Unless otherwise noted, all authority granted to or limitations of liability of Betterment Securities shall include its agents and representatives and any service provider, including Betterment (for certain advisory and informational services integrated with the Account). Betterment Securities and its agents or its affiliates acting on behalf of Betterment Securities under this Brokerage Agreement are authorized to perform the services contemplated by this Brokerage Agreement.

CLIENT WILL CAREFULLY READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS BROKERAGE AGREEMENT BEFORE CLICKING "SUBMIT APPLICATION " OR OTHER SIMILARLY WORDED BUTTON, TYPING CLIENT'S NAME, OR OTHERWISE ENTERING ELECTRONIC SIGNATURE. IF CLIENT HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS BROKERAGE AGREEMENT CLIENT WILL ADDRESS THEM WITH REPRESENTATIVES OF BETTERMENT SECURITIES BEFORE AGREEING TO IT. CLIENT UNDERSTANDS THAT CLICKING OR CHECKING "SUBMIT APPLICATION" OR TYPING CLIENT'S NAME IN THE ELECTRONIC SIGNATURE FIELD IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS BROKERAGE AGREEMENT AND CLIENT WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE LOCATED AT SECTION 37. CLIENT UNDERSTANDS THAT THIS BROKERAGE AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY BETTERMENT SECURITIES, UPON WRITTEN NOTICE. CLIENT AGREES TO CHECK THE WEBSITE FOR UPDATES TO THIS BROKERAGE AGREEMENT FREQUENTLY. CLIENT UNDERSTANDS THAT BY CONTINUING TO PARTICIPATE IN THE PROGRAM AND MAINTAIN A SECURITIES BROKERAGE ACCOUNT WITHOUT OBJECTING TO REVISED TERMS OF THIS BROKERAGE AGREEMENT, CLIENT IS ACCEPTING THE TERMS OF THE REVISED BROKERAGE AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.

2. **DEFINITIONS.** The terms set forth below have the following meanings as used in this Brokerage Agreement:

**Access Device.** A computer, a personal digital assistant ("PDA"), television, telephone, or any other communications device, including any software Advisor or Client uses on such device whether Betterment Securities provides it to Client or otherwise, that enables Advisor or Client to access and use the Service or Program through any means, including the World Wide Web, the Internet, any wireless connection or any other computer or telephonic network.

**Account.** Each account at Betterment Securities established in Client's name alone, in Client's name together with others, or in which Client has beneficial interest if the

Account is an Individual Retirement Account (“IRA”), the Assets belonging to which are managed through the Program.

**Account Communications.** All communications to Client and/or Advisor from Betterment or Betterment Securities which relate to the Account, the Program, or, more generally, Client’s relationship with Betterment or Betterment Securities.

**Account Holder.** The natural person, corporation, partnership, trustee, custodian or other entity in whose name the Account is opened. The singular of Account Holder where appropriate shall include the plural. For purposes of IRAs, Account Holder shall be the Custodian, as defined in the IRA Custodial Agreement, for the benefit of Client. For the purposes of trusts, Account Holder shall not include the beneficiaries of the trusts.

**Advisor.** The Advisor is the person or entity (including its successors and permitted assigns) with which Client has entered into the Independent Agreement, and to which Client has granted authority to provide services in connection with the Account in conjunction with Betterment pursuant to the Sub-Advisory Agreement. If Advisor is an entity, Client understands that Advisor may constitute multiple persons, as Advisor may outline in the Independent Agreement.

**Advisor Agreements.** Collectively, the Independent Agreement and the Separate Agreement.

**Application.** The application Client prepares and submits within the “Sign Up” section of the Website for the purpose of opening the Account with Betterment Securities, and as part of which Client consents to the terms and conditions of this Brokerage Agreement. Application includes all information provided by Client to Betterment Securities and Betterment in connection with the opening or maintenance of the Account, and any later applications submitted by Client to Betterment Securities for additional services or account features.

**Assets.** Assets include cash, stocks, bonds, mutual funds, exchange traded funds, money market funds, and other financial instruments and related contracts, whether certificated or uncertificated and whether for present or future delivery, and all rights and entitlements thereto. This definition includes the securities and other property and the proceeds thereof currently or in the future held, carried or maintained by Betterment Securities or any of its affiliates, in the possession or control of Betterment Securities, in the possession or control of any such affiliate, or in the possession or control of any such agent for any purpose, in and for any of Client’s current or future Accounts, including any Account in which Client has a beneficial interest

**Betterment.** Betterment LLC, a Securities and Exchange Commission Registered Investment Advisor located at 61 West 23<sup>rd</sup> Street, 4<sup>th</sup> Floor, New York, NY, 10010. Also Betterment’s officers, directors, employees, representatives, successors,

permitted assigns, and authorized agents. For purposes of this Brokerage Agreement, references to affiliates of Betterment include their respective officers, directors, employees, representatives, agents, successors and assigns.

**Betterment Securities.** MTG LLC, a broker-dealer registered with the SEC and a FINRA member located at 61 West 23<sup>rd</sup> Street, 4<sup>th</sup> Floor, New York, NY, 10010, doing business as Betterment Securities. Also Betterment Securities' officers, directors, employees, representatives, successors, permitted assigns, and authorized agents. Betterment Securities, its agents, service providers, or its affiliates acting on behalf of Betterment Securities under this Brokerage Agreement are authorized to perform the services contemplated by this Brokerage Agreement. For purposes of this Brokerage Agreement, references to affiliates of Betterment Securities include their respective officers, directors, employees, representatives, agents, successors, and assigns.

**Betterment Trading Hours.** Time periods between 10:00 AM to 4:00 PM ET during Market Hours.

**Brokerage Agreement.** This Brokerage Agreement between Client and Betterment Securities, which Client agrees to enter into and abide by upon opening the Account, as it may be amended from time to time.

**Business Day.** Monday through Friday, excluding U.S. stock exchange holidays. Although Betterment Securities may conduct business on U.S. bank holidays, such holidays are not considered Business Days for purposes relating to ACH transactions.

**Client.** The individuals, corporations, or other entities who are the Account Holder or who own a legal or beneficial interest in an Account if the Account is an IRA. For avoidance of doubt, the beneficiary of a trust is not a Client.

**Client Representative.** If the Client is an entity, the trustee, agent, representative, or nominee of that entity.

**Interface.** The collection of tools, features, adjustments, inputs, and other controls within the Website (as defined herein) which are provided to establish and manage the Account and access services provided through the Program.

**Fiduciary.** A person or entity authorized to give instructions with respect to an Account on behalf of beneficial owners of the Account, including a *Uniform Transfers to Minors Act* or *Universal Gifts to Minors Act* Account custodian, a trustee, conservator, guardian, representative, administrator, executor, attorney-in-fact or an investment adviser. A Fiduciary is bound by the provisions of this Brokerage Agreement with respect to orders entered through the System to the same extent as the beneficial owners of the Account.

**FINRA.** The Financial Industry Regulatory Authority, of which Betterment Securities is a member firm. Where the context requires, FINRA also refers to any other FINRA affiliate or division such as FINRA Dispute Resolution.

**Independent Agreement.** The independent agreement between Advisor and Client governing their relationship and the provision of advisory services by Advisor to Client, including as it relates to the Program, as it may be amended from time to time in accordance with its terms.

**Losses.** Any and all loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense or fee (including attorneys' fees and costs of collection) of any nature whatsoever, and claims therefore.

**Market Hours.** The open hours of the New York Stock Exchange, generally 9:30 AM to 4:00 PM Eastern Time on Business Days.

**Password.** Any authentication device (including alphanumeric codes) associated with Client's User ID that Betterment and/or Betterment Securities require for access to the Account (or certain Account features) or services provided through the Program, Website, and/or Interface.

**Program.** The investment advisory services provided by Betterment pursuant to Client's participation in a wrap fee advisory program offered by Betterment, as described in the Sub-Advisory Agreement, including the brokerage, custodial, financial, and other services that Betterment Securities may offer, including through electronic means.

**Securities and/or Other Property.** This includes cash, stocks, bonds, mutual funds, exchange traded funds, money market funds, and other financial instruments and related contracts, whether certificated or uncertificated and whether for present or future delivery, and all rights and entitlements thereto. This definition includes the securities and other property and the proceeds thereof currently or in the future held, carried, or maintained by Betterment Securities or any of its affiliates, in the possession or control of Betterment Securities, in the possession or control of any such affiliate, or in the possession or control of any such agent (such as Apex) for any purpose, in and for any of Client's current or future Accounts, including any Account in which Client has a beneficial interest.

**Separate Agreement.** The separate agreement between Betterment and the Advisor governing the relationship between Betterment and Advisor as it relates to the Program, as it may be amended from time to time in accordance with its terms.

**Service.** The brokerage, custodial, financial, and other services which may be offered pursuant to this Brokerage Agreement, including through electronic means.

**Sub-Advisory Agreement.** The agreement between Betterment and Client for provision of advisory services through the Program, which Client agrees to enter into and abide by as a condition of opening and maintaining the Account.

**User ID.** The alphanumeric code that uniquely identifies Client for purposes of the Service.

**Website.** World Wide Web sites and mobile applications operated by Betterment; including [www.betterment.com](http://www.betterment.com) and <https://advisors.betterment.com> through which the Program is administered and, among other things, the Account is established, accessed, and managed by the Client, and Account related information is made available. The Interface is part of the Website.

3. *Sub-Advisory Agreement.* Client understands and agrees that: (a) execution of this Brokerage Agreement and continuation of its terms is contingent upon Client participating in the Program pursuant to the Sub-Advisory Agreement; (b) only Assets managed under the Program may be maintained within the Account; and (c) Betterment Securities will only execute transactions in the Account pursuant to orders Betterment places with Betterment Securities via the Program.
4. *Account Maintenance.* Betterment Securities will carry and maintain the Account.
5. *Custodial Services.* Without limiting the generality of the foregoing, in conjunction with the brokerage services provided hereunder, Betterment Securities will provide custodial services for an Account that is a non-retirement Betterment Account pursuant to the terms and conditions of the Sub-Advisory Agreement. In its custodial capacity, Betterment Securities will hold or custody Account assets, distribute or collect funds on behalf of the Account, generate Account statements, and provide other custodial services as may be mandated by various regulatory standards and requirements.
6. *Execution Services and Clearing Arrangement.* Client understands and agrees that Betterment Securities has entered into a clearing agreement with a clearing partner pursuant to which transactions within the Account will be cleared and settled by the clearing partner.
7. *True and Accurate Information; Ownership.* Certain information Client has provided on the Application is incorporated into this Brokerage Agreement (the "Information"). Client attests that such information is current, accurate, truthful, and complete. Unless otherwise required by this Brokerage Agreement, Client agrees to notify Betterment Securities promptly via the Interface of any change to the information, but in any event within thirty (30) days of such change. Client agrees to indemnify and hold Betterment Securities and its affiliates harmless from and against any and all Losses arising out of or relating to Advisor or Client's failure to provide information that is current, accurate, truthful and complete on the Application or to update the Information as required. This includes, but is not limited to, any information regarding Client's request to have Betterment grant Advisor access to and the ability to control portions of Client's Account via the Website (such access and ability being subject in all respects to the terms of the Advisor Agreements). Client further represents that no one else has an interest in the Account except Client and any other person that Client has previously disclosed to Betterment Securities

through the Application, Interface, or otherwise in a manner specified by Betterment Securities.

8. *Service Not Available Outside the United States or to Non-Resident Aliens.* The products and services provided by Betterment Securities, Betterment, and the Website are not being offered to, and are generally not available to, anyone located outside the 50 U.S. states, including U.S. citizens residing or working abroad. Betterment Securities makes no representation or warranty regarding its compliance with local laws in foreign jurisdictions, or regarding the appropriateness of the Website's content or its compliance with such local laws. Client agrees to terminate this Brokerage Agreement upon a change in residency that would make client ineligible to receive the products and services provided under the Program. At this time Betterment Securities does not accept accounts for non-resident aliens which require a Form W-8 for tax withholding. Client understands that the Website is the only means of accessing the Account and providing certain information and preferences regarding the Account. Client's inability to access the Website in certain foreign countries could result in Client's inability to access the Account. Client agrees to indemnify and hold Betterment Securities and its affiliates harmless from and against any and all Losses arising out of, relating to, or incurred as a result of the unavailability of the Website from foreign countries.
9. *Method of Communication; Client Obligation to Check Website.* Client agrees that the primary method of Betterment's or Betterment Securities' communication with Client will be by posting information on servers accessible from the Website and, to the extent required by law, providing Client an e-mail notice that directs Client to the Website from which the information can be read and printed. Client agrees and understands that Betterment provides access to Betterment Securities' Account Communications via the Website pursuant to a service agreement between Betterment Securities and Betterment. The substantive contents of Betterment Securities' Account Communications are not produced or altered by Betterment. Client understands that Betterment and Betterment Securities reserve the right, however, to post Account Communications on the Website without providing notice to Client, and send Account Communications to Client's postal or electronic address of record. Client agrees to check the Interface regularly as Client may have no other means of knowing that information and Account Communications have been delivered to Client. Client agrees that all Account Communications provided to Client in any of the ways described above will be deemed to have been good and effective delivery to Client when sent or posted directly by Betterment, by Betterment Securities, or by Betterment on behalf of Betterment Securities, regardless of whether Client actually or timely receives or accesses the Account Communication. Client explicitly provides Betterment with full discretion to communicate any and all information regarding the Account or the Program to Advisor, including, but not

limited to, any documentation provided by Client to Betterment or Betterment Securities.

10. *Fees.* Costs for Services contemplated in this Brokerage Agreement are covered by the wrap fee charged by Betterment for the Program as set forth in the Sub-Advisory Agreement. Unless otherwise described herein, Betterment Securities shall not charge Client any additional and/or direct fees. Client agrees to promptly pay the Program fees. Notwithstanding the foregoing, Betterment Securities may charge Client and deduct from the Account fees for certain irregular Services including, but not limited to, a reasonable service fee for the delivery of Account Communications that would otherwise be delivered to Client electronically, physical delivery of securities as described in Section 20 below, and the transfer of assets to another broker-dealer as described in Section 25 below, in addition Betterment Securities may charge the Client and deduct from the Account damages and penalties for fraud as described in Section 11 below. Client also agrees to pay all applicable federal, state, and local taxes. Client authorizes Betterment Securities to automatically debit the Account for any such Program fees and taxes. Betterment Securities may close the account for Client's failure to pay fees and taxes.

11. *Fraud.* In cases of fraud or theft by Client, acting alone or in concert with others, involving, among other things unauthorized electronic funds transfers from bank accounts belonging to others, attempted electronic transfers from non-existent accounts, or similar illegal, unauthorized, or improper conduct involving account funding or withdrawals, and including situations in which Client has allowed third parties to use the Account in any such manner, Betterment Securities shall assess against Client, in addition to all other fees, damages and penalties to which it may be entitled, a \$2,000 fee per forged, faked, fictitious, stolen, or otherwise unauthorized item or transfer. This fee shall constitute liquidated damages to compensate Betterment Securities for the time and effort of Betterment Securities employees in rectifying said conduct.

12. *Margin Account.* The Account is a Margin Account. All positions in and trades executed for the Account will be for cash settlement without any extension of credit and strictly limited in form and type to those available through the Program.

The sole purpose of margin in the Account is to facilitate Betterment's ability to sell securities and purchase other securities on behalf of Client within narrow time frames ("Substitutions"). A Substitution occurs when Betterment sells securities on behalf of Client and – after the time of trade but before settlement – uses the cash proceeds to purchase other securities.

Client must deposit and maintain in cash or collateral 100% of the value of all securities held in the Account.

Betterment Securities will not charge Client any interest for activity in the Account.

Client and Betterment Securities further understand and agree to the following:

- a. Client may not engage in any day trading. A “Day Trade” is the purchasing and selling or the selling and purchasing of the same security on the same day in a margin account. However, a Day Trade does not include a long security position held overnight and sold the next day prior to any new purchase of the same security. To help ensure Client does not engage in any Day Trades, Client and Advisor collectively are restricted from making more than one allocation change during Market Hours of each Business Day.
- b. If purchases or sales do not settle on schedule or for expected value as of the time of trade, Betterment Securities may sell the Assets in the Account to pay for Substitutions without prior notice to Client and at a loss or at lower prices than under other circumstances. Client remains solely liable for any deficiencies arising from such sales.

Client has carefully considered Client’s own financial condition, tolerance for risk, and investment objectives, as well as market conditions, before deciding to use margin account features. Betterment and Betterment Securities have made available to Client certain information relating to margin trading and before submitting the Application for a margin account and Client has had an opportunity to review this information.

- c. Betterment Securities can liquidate or buy any security to cover positions in the Account at any time without demand for additional funds and despite notice that Client will provide additional collateral. Betterment Securities is not obligated to notify Client of such liquidations. Betterment Securities can liquidate any and all Securities and/or Other Property in the Account whether carried individually or jointly with others. Betterment Securities can cancel any open orders.
- d. Subject to applicable laws and rules, all Assets held, carried, or maintained in the Account may be pledged and repledged by Betterment Securities from time to time, without notice to Client, either separately or in common with assets of other Betterment Securities’ customers for any amount due in the Account, or for any greater amount as necessary to satisfy Client’s indebtedness, and Betterment Securities may do so without retaining into its possession or control for delivery, a like amount of assets.
- e. Betterment Securities has furnished to Client FINRA’s Margin Disclosure Statement attached hereto.

13. *Non-Sufficient Funds Policies.* Betterment Securities reserves the right to cancel or cover any transaction which is the subject of a reclamation or other failure of an electronic funds transfer (an “ACH return”). Any fees imposed by Client’s bank in connection with an ACH return shall be the sole responsibility of Client, and not of



Betterment Securities or Betterment.

Client understands that by making a deposit pursuant to “*Deposits and Withdrawals to the Account*”, Client is instructing Betterment Securities to purchase securities in Client’s account. In the event that an ACH return takes place after such securities have been purchased, Client understands that Client may not be entitled to the securities purchased in connection with the deposit, nor to any benefits of ownership of such securities. Client will have an obligation to Betterment Securities in an amount that is no less than the amount of the deposit that was the subject of an ACH return.

Betterment Securities also reserves the right to restrict Client’s ability to withdraw funds until such time as it is reasonably assured that all deposits or other items in Client’s account have cleared.

14. *Joint Account*. Client may open a joint account by following the prompts on the Website, which may include additional terms that are hereby incorporated into this Brokerage Agreement. By completing the joint account application process, both signatories become Account Holders and are subject to, among other things, the “Multiple Account Holders” section below.

Betterment Securities only offers one type of joint account: joint tenants with rights of survivorship. For joint tenants with rights of survivorship, on the death of an account owner the entire interest in the account generally goes to the surviving account owner, on the same terms and conditions. Client is responsible for verifying that this joint registration is valid in Client’s state. Laws may vary by state, and this type of ownership may not be available in Client’s state. Client shall consult with Client’s tax professional or state laws to learn more about joint accounts and the rights associated with such accounts. Client agrees and understands that Betterment Securities will not help Client determine if this type of account is appropriate for Client’s particular situation. Client shall not create a joint account with Betterment Securities if Client’s state does not permit or recognize joint tenants with rights of survivorship.

The Betterment Securities individual account holder who initiates the joint account application process via the Website and first executes this Brokerage Agreement electronically will be the Primary Account Holder. Betterment Securities will send year-end tax forms to the Primary Account Holder only.

15. *Multiple Account Holders*. If there is more than one Account Holder, the legal ownership of the Account will be as designated on the Application. If no designation is made, each Account Holder directs Betterment Securities to establish the Account as joint tenants with rights of survivorship.

If there is more than one Account Holder, each Account Holder agrees to be jointly and severally liable for all obligations arising under this Brokerage Agreement or

otherwise relating to the Account, including responsibility for information provided through the Interface or using any User ID and Password associated with the Account, regardless of which Account Holder gives such instructions, enters such orders or changes such Password. Each Account Holder has full authority, acting individually and without notice to any other Account Holder, to deal with Betterment Securities as fully and completely as if such Account Holder were the sole Account Holder. Each Account Holder authorizes Betterment Securities to follow the instructions of any one Account Holder concerning any matter pertaining to the Account. This includes purchase and sale of securities, delivery of any or all Securities and/or Other Property in the Account to any third party, or disbursement of any or all monies in the Account. If one Account Holder is not an owner of the Linked Checking Account (defined in Section 18, below), the Account Holder(s) that own(s) the Linked Checking Account represents and warrants that each Account Holder has the legal authority to make deposits to and withdrawals from the Linked Checking Account to and from the Account. All Account Holders shall hold Betterment Securities harmless from and against any Losses arising out of or relating to any deposit to or withdrawal from the Linked Checking Account to and from the Account by any Account Holder.

Betterment Securities is not responsible for determining the purpose or propriety of any instruction given by any Account Holder as against any other Account Holder, or of any disposition of payments or deliveries of Securities and/or Other Property between or among Account Holders. At its sole discretion, Betterment Securities reserves the right to require written instructions from one or all Account Holders. If Betterment Securities receives instructions from any Account Holder that, in Betterment Securities' opinion, conflict with instructions received from any other Account Holder, Betterment Securities may comply with any of these instructions or advise each Account Holder of the apparent conflict and take no action as to any of these instructions until it actually receives and has a reasonable amount of time to act on satisfactory instructions from any or all of the Account Holders.

In the event of a dispute between or among Account Holders of which Betterment Securities has notice, Betterment Securities reserves the right, but is not obligated, to place restrictions on the Account. For example, if an Account Holder requests a restriction be placed on access to funds in the Account because of a pending litigation or dispute between Account Holders, Betterment Securities may prohibit all transfers of funds from the Account, including canceling ACH withdrawal privileges, with such restrictions to remain in place until Betterment Securities actually receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all Account Holders. In such a case, all Account Holders remain liable for any pending ACH transactions that have not yet cleared at the time of the restriction. Betterment Securities also may, at the expense of the Account Holders, commence or defend any action or proceeding for or in the nature of interpleader to have the dispute resolved judicially. If a suit or proceeding

for or in the nature of interpleader is brought by or against it, Betterment Securities may deliver the Account into the registry of the court, at which time Betterment Securities will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Brokerage Agreement.

Each Account Holder agrees that, on the death or disability of an Account Holder, divorce of married Account Holders, or other event that causes a change in ownership or capacity with respect to the Account, the remaining Account Holder(s) will immediately give Betterment Securities official written notice of such change of ownership or capacity. Betterment Securities will not be responsible for any transfers, payments, or other transactions in the Account made at the direction of a former Account Holder or incapacitated Account Holder before Betterment Securities actually received and had a reasonable amount of time to act on such official written notice. Following receipt of such official written notice, Betterment Securities may require additional documents and reserves the right to retain such Assets in and/or restrict transactions in the Account as it deems advisable in its sole discretion to protect itself against any Losses. Any former Account Holder and the estate of any deceased or incapacitated Account Holder will remain jointly and severally liable for any losses in the Account arising out of or relating to transactions initiated before Betterment Securities actually received and had a reasonable amount of time to act on such official written notice.

Betterment Securities will not notify other Account Holders of the actions taken by any one Account Holder. Each Account Holder agrees that notice provided to any one Account Holder will be deemed to be notice to all Account Holders for all purposes.

Joint accounts are made available at the sole discretion of Betterment Securities. Joint accounts are not available for IRA accounts.

16. *Fiduciary Accounts.* Betterment Securities does not review any action or inaction of a Fiduciary with respect to an Account and is not responsible for determining whether a Fiduciary's action or inaction satisfies the standard of care applicable to such Fiduciary's handling of an Account. Betterment Securities is not responsible for determining the validity of a person or entity's status or capacity to serve as a Fiduciary. At its sole discretion, Betterment Securities may require additional documentation before permitting a Fiduciary on an existing Account or when opening a new Account. The Fiduciary agrees to indemnify and hold Betterment Securities and its affiliates harmless from and against any Losses arising out of or relating to any act, error, or omission of the Fiduciary.

A custodian of a *Uniform Transfers to Minors Act* or *Universal Gifts to Minors Act* Account is responsible for all activity in the Account. Activity resulting from any instructions received from the minor, including placing or attempting to place orders, using or attempting to use a custodian's Password to the Account or taking delivery or attempting to take delivery of Assets of the Account, and all related Services, will

be deemed to be the actions of the custodian. As the person responsible for the Account, the custodian will be held liable for any consequences of such activity, including any losses incurred by Betterment Securities. The custodian and minor agree to indemnify and hold Betterment Securities and its affiliates harmless from and against any losses arising out of or relating to any act, error or omission of the custodian or minor.

17. *Taxpayer ID and Backup Withholding.* Client understands that, if a correct Taxpayer Identification Number is not provided to Betterment Securities, Client may be subject to backup withholding tax at the appropriate rate on all dividends, interest, and gross proceeds paid to Client's Account. Backup withholding taxes are sent to the IRS and cannot be refunded by Betterment Securities. Client further understands that if Client waives tax withholding and fails to pay sufficient estimated taxes to the IRS, Client may be subject to tax penalties.
18. *Linked Checking Account.* Client may maintain a maximum of one linked checking account (the "Linked Checking Account") at any time. Initially Client's Linked Checking Account will be the account that Client designates in the Application. To establish or change the linked checking account Client will comply with applicable procedures within the Interface. Betterment or Betterment Securities may place reasonable restrictions on the frequency with which Client changes the Linked Checking Account.
19. *Deposits and Withdrawals to the Account.* At any time Client may request cash deposits to the Account from the Linked Checking Account or withdrawals from the Account to the Linked Checking Account by taking appropriate action within the Interface. Client represents and warrants that no funds deposited into the Account are derived from, or will be used to promote the conduct of, any unlawful activity. Client understands and agrees that the deposit and withdrawal of funds to or from the Account may be conducted in cash via Automatic Clearing House ("ACH") transaction from or to the Linked Checking Account. Client further understands and agrees that ACH transactions are subject to processing delays which may take up to Five Business Days, and funds transferred may not be credited to the Account or otherwise available to Client during processing. Client further understands that the deposit and withdrawal process is subject to the terms of the Transfer Sweep Program, described in detail under Section 27(s). Generally, this means that with respect to deposits, funds will be transferred from the Linked Checking Account directly into the TSP Deposit-Account, and subsequently, into the Account. With respect to withdrawals, this generally means that funds will first be transferred from the Account to the TSP Deposit-Account, and subsequently, into the Linked Checking Account. Betterment and Betterment Securities may, in their sole discretion, permit the transfer of funds into or out of the Account in other forms or via alternative means. Betterment and Betterment Securities, in their sole discretion, may impose a longer waiting period during which funds may not be available for trading or withdrawal. Betterment and Betterment Securities reserve the right, in their sole

discretion and without advance notice, to refuse certain types of additions of funds to the Account. Betterment and Betterment Securities reserve the right to require that Client make requests for withdrawals from the Account in writing.

Client may initiate an ACH disbursement request by taking appropriate actions to make a withdrawal within the Interface. Subject to the terms of Sections 18 and 19 of the Sub-Advisory Agreement, Client may withdraw an amount up to the current market value of the Account not including the fees that are due and payable to Advisor and Betterment at any time. In making such request Client authorizes Betterment Securities and its bank service provider to act on Client's behalf to initiate the ACH disbursement. On receipt of an ACH disbursement request by Betterment Securities, Betterment Securities will transmit payment instructions to the applicable bank as soon as practicable. It is Client's responsibility to ensure that instructions are accurate and complete before requesting Betterment Securities to initiate an ACH disbursement. Betterment Securities may in its discretion attempt to abide by a subsequent request for a change to instructions, but it is not obligated to do so. Client agrees to indemnify and hold Betterment Securities, Betterment, and their affiliates harmless from any Losses arising out of or relating to an attempt to amend or cancel an ACH transfer request. Client understands that any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer may result in such ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to Client. Client agrees to indemnify and hold Betterment Securities, Betterment, and their affiliates harmless from any Losses arising out of or relating to any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer.

With respect to mutual funds that Betterment Securities does not sell immediately, Client understands and acknowledges that the value of shares may fluctuate between the time when a Client instructs Betterment to make a withdrawal involving the sale of mutual funds, or to transfer mutual funds from one goal to another, and the time when Betterment Securities completes the transactions.

20. *Requesting Certificates.* Client authorizes Betterment Securities to register any Securities and/or Other Property in the Account in the name of Betterment Securities or any other nominee, including sub-custodians, or to cause the Securities and/or Other Property to be registered in the name of, or in the name of any nominee of a recognized depository clearing organization. Client's ownership of these Securities and/or Other Property is reflected in Betterment Securities' records. Without abrogating any of Betterment Securities' rights under this Brokerage Agreement and subject to prior satisfaction of any indebtedness Client may have to Betterment Securities, Client is entitled to receive physical delivery of fully paid securities from the Account. On Client's written instructions, and on paying any applicable fees up to \$100 as prescribed by Betterment Securities in its sole discretion, any certificate that is capable of being produced and obtained by Betterment Securities will be sent to

Client on request. Client understands and agrees that Betterment Securities cannot transfer or deliver fractional shares of any security.

21. *Personal Information.* The respective rights and responsibilities of Betterment, Betterment Securities, and Client regarding the collection, processing, and use of Client's personal information and Client's rights to limit the use and disclosure of such information, are set forth in Section 23 of the Sub-Advisory Agreement as well as the Betterment Privacy Policy, as amended from time to time, as they may be further limited by the Advisor Privacy Policy and/or the Advisor Agreements. Such rights and responsibilities are further defined by applicable laws and regulations of national and state governments and international bodies. In the event of any controversy regarding Betterment's or Betterment Securities' collection, use, processing, transfer, or receipt of any information about Client, Client agrees that remedies will be expressly limited to those specifically provided by the applicable laws and regulations, in accordance with this Brokerage Agreement and/or the Advisor Agreements, to the extent applicable. Client authorizes Betterment and Betterment Securities to obtain reports, from time to time, concerning Client's background, credit standing, and business conduct (and Client's spouse's if Client lives in a community property state). Client also authorizes Betterment and Betterment Securities, without notification, to request a new background and/or credit report in connection with any review, extension, execution, or renewal of the Account. On written request, Betterment Securities will advise Client whether it obtained credit reports, and if so, will provide the name and address of the reporting agency that furnished the reports. In addition, Client understands that Betterment and Betterment Securities reserve the right to report to consumer and securities credit reporting agencies any negative credit information pertaining to any Account held by Client at Betterment Securities or managed by Betterment. Client authorizes Betterment Securities to share credit bureau information and any other personal information that Betterment Securities obtains with its affiliates and with unaffiliated third parties in accordance with the Betterment Privacy Policy.

If Client is employed by or registered with a broker-dealer or other employer whose consent is required to open and maintain an Account, and Betterment has received said consent, you agree that Betterment Securities may – but is not required to – provide duplicate statements and confirms to said broker-dealer or other employer in any manner that Betterment Securities chooses, including by using third party services.

22. *Disclaimer of Liability.* Client understands and agrees that Betterment Securities, Betterment, their affiliates, nor any independent providers/transmitters shall be liable in any way to Client or to third parties, or have any responsibility whatsoever, and Client agrees to indemnify and hold harmless Betterment Securities, Betterment, their affiliates, and any independent providers/transmitters, for: (a) any Losses arising out of or relating to a cause over which Betterment Securities or its affiliates

do not have direct control, including the failure of electronic or mechanical equipment or communication lines, telephone, or other interconnect problems, unauthorized access, theft, operator errors, government restrictions, force majeure (e.g., earthquake, flood, severe or extraordinary weather conditions, natural disasters or other act of God, fire, acts of war, terrorist attacks, insurrection, riot, strikes, labor disputes or similar problems, accident, action of government, communications, system or power failures, and equipment or software malfunction), exchange or market rulings, or suspension of trading; or (b) any special, indirect, incidental or consequential damages (including lost profits, trading Losses and damages) that Client may incur in connection with Client's use of the service provided by Betterment Securities under this Brokerage Agreement or otherwise through the Program.

By requesting that Betterment provide the Advisor Rights (as defined in the Sub-Advisory Agreement), Client understands and agrees that Advisor may, among other things, modify the IPS that Betterment initially offers and modify the Information, among other things (subject to any limitations set forth in the Advisor Agreements). Accordingly, Client understands and agrees that Betterment, Betterment Securities, and their respective officers and employees are not responsible for any information Advisor provides through the Interface in connection with the Account that may lead to trades being placed on Client's behalf and for all Losses arising from or related to the Account due to Advisor's actions in the Account. Subject to the Separate Agreement, Client further agrees to hold harmless Betterment, Betterment Securities, and their respective officers and employees for any obligations, acts, or omissions of Advisor as it pertains to the Account. In addition, Client understands and agrees that Betterment, Betterment Securities, and their respective officers and employees are only providing services in connection with the Account, and are not responsible for any of Client's assets outside the Account.

23. *Restrictions on Account Services.* Client understands that Betterment Securities may place trading, disbursement, Service, or other restrictions on the Account for reasons including court order, tax levy, or garnishment, request of a government agency or law enforcement authority, or in the event of a dispute between joint Account Holders. Client understands that Betterment Securities may be required to liquidate or close out Securities and/or Other Property in the Account to satisfy any such court order, garnishment, tax levy, or other legal obligation. Betterment Securities will not be held liable for any Losses that arise out of or relate to any such transaction and Client agrees to indemnify and hold Betterment Securities and its affiliates harmless from and against any Losses they may incur in taking such actions.
24. *Termination of Account.* Client may close the Account at any time, after all fees due (as described in Section 10) are paid, on written notice to Betterment Securities. Subject to the Advisor Agreements, Betterment Securities reserves the right to terminate the Account or to block Client's access to Services without notice, for any

reason or for no reason. If Client terminates the Account, this Brokerage Agreement will terminate and Betterment's provision of the Program to Client will thereupon cease. The terms and conditions of this Brokerage Agreement will survive termination of the Account and will continue to apply to any disputed or other remaining matters involving Client's relationship with Betterment Securities. Client acknowledges and agrees that (i) following a Client's indication that he or she would like to terminate the Account, Betterment Securities may in its sole discretion keep the Account open for a time period not to exceed six months solely to capture dividends and any other income arising from Assets previously held in the Account and (ii) Betterment Securities will remit any such dividends or income to the Client promptly upon receipt. After the termination of the Account, Client will remain liable to Betterment Securities and/or Betterment for payment of any indebtedness or obligation to Betterment Securities and/or Betterment as provided under this Brokerage Agreement. To the extent permitted by the Advisory Agreements, if Client should re-open the Account at a date subsequent to terminating the Account and this Brokerage Agreement, Client agrees to be bound by the Brokerage Agreement in effect at the time Client re-opens the Account.

25. *Transfer of Assets.* Client understands that transferring cash out of the Account shall be done exclusively by way of an ACH withdrawal to the Linked Checking Account, as described in Section 18 (with the exception of a trustee-to-trustee IRA transfer, which is addressed below). For non-cash Assets, Client may request an in kind transfer of such Assets to an account Client has established with another broker-dealer. Transfer requests will be in a form determined by Betterment Securities and accompanied by documents and information Betterment Securities shall require to validate the request. Betterment Securities may reject the transfer request in its discretion before or after initiation and Client will be notified of any such rejection electronically, by telephone, or otherwise. Betterment Securities is not liable for any Losses Client may sustain in connection with the Securities and/or Other Property in the Account between the time that it decides to reject a transfer request and Client's receipt of notice of the rejection. It is Client's responsibility to ensure that transfer instructions are accurate before submitting a transfer request to Betterment Securities. A transfer request generally cannot be amended or canceled after Betterment Securities receives the transfer request. Betterment Securities may in its discretion attempt to abide by a subsequent Client request for a change to a transfer request, but it is not obligated to do so. Betterment Securities will not be liable for any Losses that arise out of or relate to an attempt to amend or cancel a transfer request, and Client agrees to indemnify and hold Betterment Securities 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 Assets. Client should be aware that Assets held in the form of fractional shares within the Account may not be transferrable in kind, and may need to be liquidated and transferred out via an ACH withdrawal to the Linked Checking Account. Notwithstanding the above, Client



understands that if Client requests a trustee-to-trustee transfer from an IRA Account to an IRA account established with another broker-dealer, Betterment Securities reserves the right to effect such transfer exclusively via liquidation of all Assets in the Account, and the issuance of a check to the new trustee, and not via an in kind transfer. With respect to Assets transferred in this manner, Betterment Securities will not be liable for any fluctuation in market prices subsequent to liquidation. The fee provisions of the Brokerage Agreement and the Advisory Agreements notwithstanding, there will be no charge for any transfer of Assets to another broker-dealer described in this Section. Client may also request an in kind transfer of Assets from the Account into another account Client has established with Betterment Securities, at no charge.

26. **BETTERMENT SECURITIES BROKERAGE SERVICES.** CLIENT ACKNOWLEDGES AND AGREES THAT BETTERMENT SECURITIES DOES NOT SOLICIT SECURITIES TRANSACTIONS AND IS NOT RESPONSIBLE FOR DETERMINING THE SUITABILITY OF INVESTMENT CHOICES. CLIENT UNDERSTANDS AND AGREES THAT BETTERMENT SECURITIES ASSUMES NO RESPONSIBILITY FOR SUCH DETERMINATION. A suitability analysis, if any, shall be performed solely by Advisor and/or Betterment. Client, understanding that Betterment Securities does not solicit securities transactions and makes no recommendations to Client or Betterment for the purchase or sale of securities, assumes full responsibility for each and every transaction in or for the Account and for Client's own investment strategies and decisions. Client understands and agrees that Betterment Securities will have no liability whatsoever for the results of Advisor's, Betterment's or Client's investment strategies, transactions, and decisions, as the case may be.
- a. *No Advice.* Unless otherwise specified in writing, Betterment Securities does not and will not provide Client with any legal, tax, estate planning, or accounting advice or advice regarding the nature, value, suitability, profitability, or appropriateness for Client of any security, investment, financial product, investment strategy, or other matter. Unless otherwise specified, any information provided through Betterment Securities' Services will not be used or considered by Client as a recommendation to buy, sell, or hold a particular security or pursue any particular investment or investment strategy. This information is not an offer, or a solicitation of an offer, to buy or sell securities on behalf of Betterment Securities.
  - b. *Advisory Services and Trading Authorization.* In connection with opening and maintaining the Account, Client has contracted with Advisor and Betterment independently for the provision of investment advisory services and has authorized Betterment to place orders with Betterment Securities to buy, sell, or exchange securities or other products for the Account in accordance with the IPS. Betterment Securities will have no responsibility or liability for any advice, recommendation, or order placement by Advisor or Betterment.

Without limiting any other provision of this Brokerage Agreement, Client understands and agrees that as among Client, Betterment, Betterment Securities, and Advisor:

- i. Client has selected Betterment and Advisor based on criteria that Client deems appropriate for Client's investment needs. Betterment Securities has offered no advice to Client concerning the selection of Advisor or Betterment as investment advisor and Client will not hold Betterment Securities responsible for the decision to hire Advisor or Betterment as investment advisor.
  - ii. The Account is non-discretionary, and Betterment Securities is authorized to accept and act only upon the instructions of Betterment with respect to the Account in accordance with this Brokerage Agreement. This authorization shall be applicable to all Assets Client holds in the Account, and only those Assets.
  - iii. Betterment closely cooperates with Betterment Securities.
  - iv. Betterment Securities has no responsibility and will not participate in or in any way review, monitor, or supervise the suitability or frequency of the investment or trading activity in the Account. Advisor and/or Betterment have collected from Client such information as is required for Advisor and/or Betterment to determine the suitability of Client's investment or trading activity.
  - v. Client shall indemnify and hold harmless Betterment Securities, its directors, employees, agents, and affiliates from and against any and all Losses, claims, or financial obligations that may arise from any act or omission of Advisor or Betterment with respect to the Account.
- c. *Election to Receive Periodic Statements; Transaction Confirmations and Account Statements.* By entering into this Brokerage Agreement, Client hereby agrees that in lieu of receiving transaction-by-transaction confirmations for each transaction effected on behalf of Client in the Account, Client will receive periodic reports regarding transactions (not less frequently than quarterly). Such reports may be included as part of Client's Account statement. Client acknowledges and agrees that Betterment Securities will provide Betterment, as Client's fiduciary, transaction-by-transaction confirmations for each such transaction. Betterment currently intends to also make such confirmations available for Client to review on the Website on a transaction-by-transaction basis. Client further acknowledges that all information that is required to be contained in a confirmation under applicable law will be included in the periodic statement for each Account.

Client agrees that Betterment Securities is not obligated to provide any trade status report other than the confirmation to Betterment. Betterment Securities may provide electronic or other trade status reports as a courtesy only, but Betterment Securities does not guarantee the accuracy or timeliness of such alternate or interim trade status reports and will not be liable for any Losses arising out of or relating to delayed issuance or failure to issue an electronic or other trade status report, or from errors in such reports that are subsequently corrected by Betterment Securities in confirmations.

It is Client's responsibility to review all Account statements promptly on receipt. Client will notify Betterment Securities of any objection (including any claim of improper transfers, omissions, other errors, or fraudulent occurrences) to the information contained in the Account statement (excluding securities transactions, which are covered by transaction confirmations as stated above) within five (5) days after Client's receipt of the Account statement. Betterment Securities is entitled to treat the information contained in the Account statement as accurate and conclusive unless Client objects within five (5) days of receipt. In all cases, Betterment Securities reserves the right to determine the validity of Client's objection to the information contained in the Account statement.

- d. *Notices and Other Communications.* Betterment Securities will make available on the Website to Client and Advisor any and all notices and other communications relating to the Account, including privacy notices, transaction confirmations, prospectuses, and, where required by applicable laws and regulations, any proxy materials, annual reports, notices of meetings, and any other material furnished to Betterment Securities by issuers whose securities Client owns. Betterment Securities will also deliver to Client (and possibly, as required by the Separate Agreement, to Advisor), Account statements, and other notices regarding the Account or the Services. Such notices and other communications will be sent or forwarded to Client via the electronic mail address Client has specified or by making them available on the Website (and may also, as required by the Separate Agreement, be made available to Advisor through other means). Client understands that such notices may be sent or forwarded by Betterment Securities via email systems and accounts operated by Betterment or by Betterment on behalf of Betterment Securities. Such notices will be deemed to constitute good and effective delivery to Client when sent by Betterment Securities or by Betterment on behalf of Betterment Securities, or when made available on the Website, whether or not actually or timely received or accessed, unless Betterment Securities receives actual notice to the contrary. Client is responsible for notifying Betterment Securities immediately of any change to the electronic address associated with the Account and will do so via the

Interface. Notices and other communications may also be provided to Client orally. Client waives all claims resulting from any failure to receive the notices and communications specified in this Section.

- e. *Monitoring of Communications.* Client understands and agrees that Betterment Securities may in its discretion, but is not obligated to, monitor or record any of Client's telephone conversations with Betterment Securities for quality control and regulatory compliance purposes and for its own protection. Betterment Securities may also monitor and make a record of Client's use of Services and any other communications between Betterment Securities and Client and may use the resulting information for internal purposes or as may be required by applicable law. Unless otherwise agreed in writing, Betterment Securities does not consent to the recording of telephone conversations by any third party or Client. Client acknowledges and understands that not all telephone lines or calls are recorded by Betterment Securities, and Betterment Securities does not guarantee that recordings of any particular telephone calls will be retained or capable of being retrieved.
- f. *Information Made Available through Services.* Client understands that Client is permitted to store, display, analyze, modify, reformat, and print the information made available either directly by Betterment Securities or via the Website or electronic mail only for Client's own personal use. With the sole exception of Advisor, Client will not publish, transmit, or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of Betterment Securities and Betterment. Client will not alter, obscure, or remove any copyright, trademark, or any other notices that are provided in connection with the information. Client represents and warrants that: (i) Client will not use the Interface in contravention of this Brokerage Agreement or the Sub-Advisory Agreement; (ii) Client will use the Interface only for the benefit of the Account and not on behalf of any other person; and (iii) with the exception of a web browser and other applications specifically approved by Betterment Securities in writing, Client agrees not to use (or allow another person to use) any software, program, application, or other device, directly or indirectly, to access or obtain information through the Interface or to automate the process of accessing or obtaining such information.
- g. *Nondisclosure of Material, Nonpublic Information.* In connection with the Services that it provides, Betterment Securities may, from time to time, come into possession of confidential and material, nonpublic information. Betterment Securities is prohibited from improperly disclosing or using such information for its own benefit or for the benefit of any other person, regardless of whether such other person is a customer of Betterment Securities. Betterment Securities maintains and enforces written policies and

procedures that prohibit the communication of such information to persons who do not have a legitimate need to know the information and to assure that it is meeting its obligations to customers and remains in compliance with applicable law. Client understands and agrees that these policies and procedures are necessary and appropriate to comply with applicable law and recognize that, in certain circumstances, Betterment Securities will have knowledge of certain confidential or material, nonpublic information which, if disclosed, might affect Client's decision to buy, sell, or hold a security, but that Betterment Securities will be prohibited from communicating such information to Client or using it for Client's benefit.

#### *27. Trading and Transaction Provisions.*

- a. *Responsibility for Orders.* All orders for the purchase and sale of Securities and/or Other Property given for the Account will be authorized by Client pursuant to Client's grant of discretionary authority and power-of-attorney to Betterment and appropriate authority Client may grant to Advisor pursuant to the Independent Agreement and executed in reliance on a promise that an actual purchase or sale is intended. Betterment Securities will only accept orders for which there are sufficient funds or Assets credited or due to the Account on trade date. Client understands Betterment Securities may at any time, in its sole discretion and without prior notice to Client, prohibit or restrict Client's ability to trade securities.
- b. *No Market Timing.* Unlike self-directed brokerage accounts, Client cannot enter with Betterment Securities individual buy and sell orders for specific securities to be executed at particular times. Rather, Betterment places orders to buy and/or sell securities with Betterment Securities consistent with the discretionary authority granted to it by Client, which includes, among other things, the authority to select which securities to buy and sell and when to place orders for the execution of securities. If Client wants to control the specific time during the day that securities are bought and sold in Client's account (e.g., Client wants the ability to "time the market"), Client should not use Betterment Securities's service.
- c. *Applicable Rules and Regulations.* In no event will Betterment Securities be obligated to effect any transaction that it determines, in its sole discretion, would violate any federal or state law, rule, or regulation or the rules or regulations of any regulatory body or self-regulatory organization.
- d. *SIPC.* Betterment Securities is a member of the Securities Investor Protection Corporation ("SIPC"). The SIPC currently protects the Securities and/or Other Property in each of Client's Accounts up to \$500,000, including \$250,000 for claims for cash. (Please note that money market fund balances are not considered cash for this purpose; they are considered to be securities.) Visit

www.sipc.org or call (202) 371-8300 for more information including a brochure on SIPC protection. SIPC coverage does not cover fluctuations in the market value of Client's investments.

- e. *Order Placement Exclusively Through Betterment.* Orders will be placed on behalf of the Account exclusively by Betterment. Client understands and agrees that Betterment will place the orders with Betterment Securities on Client's behalf.

While Betterment Securities shall take action upon receipt of orders to execute such orders as soon as is practical, Client understands and agrees that transactions are subject to processing and communication practices, and order aggregation policies and procedures, which may cause order transmission and execution delays. Client understands and agrees that neither Betterment nor Betterment Securities shall be held responsible for any Losses or other consequences which result from Betterment's or Betterment Securities' timing of or other determinations for placing orders.

Client understands that Betterment Securities may restrict the number, type, or form of transactions for the Account, including, among other reasons, to comply with laws and rules governing Day Trading activities.

- f. *Market Volatility.* Client understands that Client will receive the price at which orders on behalf of Client are executed in the marketplace.

If Betterment places a market order on Client's behalf (whether during Market Hours or when the market is closed) to be executed at a later time, Client agrees to pay or receive the prevailing market price at the time the market order is executed. The Website, the Sub-Advisory Agreement, and Betterment's Client disclosure documents may contain further information regarding order types and limitations, which Client agrees to read and understand.

- g. *Order Aggregation.* Client understands and agrees that Betterment Securities may receive aggregated orders for the sale or purchase of securities for the Account with orders for the same security for other clients or for Betterment's own account, and when Betterment Securities executes aggregated orders, Client will receive the average price per unit of the aggregated trade.
- h. *Dollar Based Transactions and Fractional Shares.* Client understands that, subject to applicable requirements, Betterment Securities and Betterment may report holdings and transactions in Client's Account in terms of either U.S. Dollars or shares. As a consequence of dollar-based transactions, Client will hold fractional share interests in securities. Client understands that fractional share amounts are typically unrecognized and illiquid outside the

Platform and understands and agrees that fractional shares might not be marketable outside the Platform or transferrable to another brokerage account.

- i. *Order Handling.* Client understands that, subject to the terms of an order, the method of execution of each order is in the sole discretion of Betterment Securities. Orders that are accepted by Betterment Securities will be transmitted by Betterment Securities or its agent to the appropriate exchange or other market for placement and execution. Certain orders, at the discretion of Betterment Securities or its agent, may be subject to manual review and entry, which may cause delays in the execution of orders on behalf of Client and may cause orders on behalf of Client to be executed at prices that are significantly different from price conditions that existed when the order was entered on behalf of Client. Betterment Securities reserves the right in its sole discretion to decline to accept any order without advance notice.
- j. *Purchases.* Client promises to pay for all securities purchased in the Account by addition of the appropriate cash amount on or before the relevant settlement date. Betterment Securities requires that Client's Account contain available funds or that Client has ordered the liquidation of Securities and/or Other Property held in the Account in an amount equal to or greater than the purchase price of the securities prior to the trade date. If the foregoing conditions are not met, Betterment Securities may in its sole discretion liquidate and close out any and all Securities and/or Other Property in Client's Account to satisfy Client's payment obligation, without prior notice and without regard for any previous demand or agreement concerning the time for payment. In the event Client's Account is liquidated, Client will be liable for any Losses incurred by Betterment Securities.
- k. *Sales.* Betterment Securities requires that a security be held in or due to the Account prior to the acceptance of a sell order with respect to such security. Any order accepted without negotiable certificates or positions in the Account will be subject, at Betterment Securities' sole discretion, to cancellation.
- l. *Standing Order for Specific Share Identification.* By entering into this Brokerage Agreement, Client understands and agrees that for purposes of any sale of a particular security being executed in Client's Account, Client authorizes Betterment to issue a standing order to Betterment Securities, specifically identifying lots of securities to be sold, in the following order of preference: (i) lots reflecting short-term losses beginning with lots that generate the greatest short-term loss down to the least short-term loss; (ii) lots reflecting long-term losses, from greatest long-term loss to least long-term loss; (iii) lots reflecting no gains or losses; (iv) lots reflecting long-term gains from least long-term gain to greatest long-term gain; and (v) lots reflecting short-term gains from least short-term gain to greatest short-term

gain. Betterment Securities, in its sole judgment, shall apply these preferences to the Client's Assets, made solely in reliance on the information available to Betterment Securities at the time of the trade. Client agrees that Betterment and Betterment Securities bear no responsibility for the tax treatment of any transaction. The shares so specifically identified pursuant to the Client's standing order will be identified on the trade confirmation corresponding to the sale. Notwithstanding the foregoing, Betterment Securities reserves the right, in its sole discretion, to utilize the FIFO (first-in, first-out) method of basis reporting for any sale of securities executed in Client's Account.

- m. *No Cancellation*. Client understands and agrees that orders are subject to immediate execution and cannot be cancelled or modified after they are placed with Betterment Securities by Betterment.
- n. *Order Routing*. Consistent with the overriding principle of best execution, Betterment Securities or its agent, using a computerized system, routes orders for listed equity securities to market centers for execution. When an order may be executed in more than one market center, Betterment Securities or its agent takes a number of factors into consideration in determining where to route customers' orders, including, the speed of execution, price improvement opportunities (executions at prices superior to the then prevailing inside market), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing orders, whether it will receive cash or non-cash payments for routing order flow, and reciprocal business arrangements. Betterment Securities regularly reviews, among other things, the quality of executions received on behalf of its Clients. Pursuant to Rule 606 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), quarterly reports that disclose the market venues receiving Betterment Securities order flow in covered securities, as well as the material aspects of each relationship, will be made available on the Website.
- o. *Payment for Order Flow*. The SEC requires that Betterment Securities disclose any arrangement for receiving payment for directing order flow. Where permitted under applicable laws and rules, Betterment Securities reserves the right to receive remuneration (generally in the form of per-share cash payments or through profit sharing arrangements) for directing orders in securities to particular broker-dealers and market centers for execution. Client understands that this remuneration, known as "payment for order flow," is considered compensation to Betterment Securities and the source and amount of any compensation received by Betterment Securities in connection with Client's transaction will be disclosed on written request. Betterment Securities currently has no such arrangement and does not



receive compensation for securities transactions executed through designated exchanges, market makers, dealers, or market centers.

- p. *Betterment Securities Acting as Agent, Dual Agent.* Client understands that in executing transactions for the Account, Betterment Securities may act as agent for Client, or an agent for both Client and other Betterment Securities customers including Betterment. Betterment Securities will not charge Client a mark down, mark up, or other compensation. Nothing contained in this Brokerage Agreement nor any information made available through the Services is to be construed as an offer to buy or sell, or the solicitation of an offer to buy or sell, any security, financial product or instrument or to participate in any particular trading strategy in any jurisdiction in which such offer, solicitation or trading strategy would be unlawful.
- q. *Disclosures to Issuers.* Betterment Securities is required, upon request, to disclose to an issuer the name, address, and position of each customer who is a beneficial owner of that issuer's securities unless Client objects in writing. Betterment Securities maintains this practice as part of its compliance with Rule 14b-1 under the Exchange Act. Unless Client notifies Betterment Securities or Betterment of such objection in writing, Betterment Securities will make such disclosures to issuers.
- r. *Reorganizations and Corporate Actions.* Client is responsible for knowing about voluntary and mandatory reorganizations related to securities held in the Account, including mergers, name changes, stock splits and reverse stock splits. Betterment Securities is not obligated to notify Client of any such reorganizations before they occur. Client understands that Betterment Securities will not allocate securities or funds resulting from reorganizations until such securities or funds are received by Betterment Securities from the paying agent or depository. On voluntary reorganization instructions (tender or exchange offers), subject to the Separate Agreement, Client agrees to provide instructions to Betterment Securities no later than two Business Days prior to the expiration of the offer to allow sufficient time to act on Client's instructions. Any instructions received after that time will be processed on a "reasonable efforts" basis only. Additionally, Client is solely responsible for also knowing about periodic payment activities including cash, stock, and optional dividends. Betterment Securities is not obligated to notify Client of any such activities.
- s. *Dividends, Interest, and Subscription Rights.* Betterment Securities will receive periodic payments, such as dividends and interest, on Client's behalf. Pursuant to orders placed by Betterment as part of the Program, dividends will be reinvested automatically in the investment products available through the Program, which will increase the Account's share position in those securities. Client understands the automatic dividend reinvestment policies

described herein, and consents to such automatic dividend reinvestment policies.

- t. *Transfer Sweep Program.* Client hereby elects to participate in the Transfer Sweep Program (the “TSP”) as described in this Section. By participating in the TSP, Client directs Betterment Securities to deposit, at such practical times as Betterment Securities shall determine, Eligible TSP Funds (as defined below) contributed to or received into the Account into a Federal Deposit Insurance Corporation (“FDIC”) insured deposit account (a “TSP Deposit-Account”) at one or more participating banks (a “TSP Bank”).

Funds eligible for the TSP are limited to funds arising in connection with deposits, withdrawals, dividends, or such other circumstances as Betterment Securities shall determine, in its sole discretion (“Eligible TSP Funds”). Eligible TSP Funds are typically, but not necessarily, free credit balances that are expected to be maintained in the Account for temporary periods while transfers or trades settle or when there has been a delay in completing transfers or trades.

Betterment Securities shall sweep Eligible TSP Funds into a TSP Deposit-Account when practical, as determined by Betterment Securities in its sole discretion. Betterment Securities shall hold swept Eligible TSP Funds in a TSP Deposit-Account for such time periods as are practical, as determined by Betterment Securities in its sole discretion, while awaiting the settlement and/or completion of transactions. Betterment Securities shall withdraw swept Eligible TSP Funds from a TSP Deposit-Account when practical, as determined by Betterment Securities in its sole discretion, in anticipation of settlement and/or completion of transactions.

TSP Deposit-Accounts do not bear interest and sweep funds held in the TSP do not earn interest.

Although Betterment Securities will sweep Eligible TSP Funds into a TSP Deposit-Account at a TSP Bank, Client understands and agrees funds may only be accessed through the Program.

Client understands and agrees that funds swept under the TSP, together with any non-TSP deposits Client may have at the same TSP Bank, which include deposits arising in connection with similar programs offered to Client by Betterment Securities, as well as savings and checking accounts, money market deposit accounts, and certificates of deposit (CDs) issued directly to you by the TSP Bank, are insured by the FDIC, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the FDIC. The applicable FDIC insurance limit depends upon the ownership capacity in which Client holds the TSP Deposit, and the relevant limit will be applied to all deposits (including TSP Deposits and non-TSP

deposits) held in the same ownership capacity by Client at the same TSP Bank. Deposits held in different ownership capacities, as provided in FDIC rules, are insured separately. Single ownership accounts are insured up to \$250,000 and each co-owner's share of joint accounts is insured up to \$250,000. For retirement accounts such as IRAs, the limit is typically \$250,000. Health Savings Accounts, unless they possess special features, are considered to be held in the same right and capacity as other single ownership accounts of a depositor, and are combined with such other single ownership accounts, for the purpose of applying the \$250,000 maximum limit. Special rules apply to insurance of trust deposits. **If Client has both a TSP Deposit and non-TSP deposits at the same TSP Bank held in the same right and legal capacity as Client's TSP Deposit, Client must aggregate all such deposits with Client's TSP Deposit for purposes of determining FDIC coverage. If Client's total funds on deposit at a TSP Bank exceed the applicable FDIC insurance coverage limit, the FDIC will not insure Client's funds in excess of the limit.**

**Neither Betterment nor Betterment Securities is responsible for monitoring the amount of Client's TSP Deposit in any TSP Bank to determine whether it exceeds the limit of available FDIC insurance. Client is solely responsible for monitoring the total amount of Client's assets on deposit with each Program Bank (including amounts in other accounts at the Program Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to Client on those deposits, including Client's TSP Deposit. If Client is a trustee, Client is responsible for determining the application of the insurance rules for itself and its beneficiaries.**

Any securities or free credits held in the Account (as opposed to TSP deposits) are investment products and as such: (i) are not insured by the FDIC; (ii) carry no bank or government guarantees; and (iii) have associated risks.

Cash balances are only eligible for FDIC insurance during the time they are held as TSP deposits at a TSP Bank. Cash balances while held by Betterment Securities and in transit to or from a TSP Bank are not FDIC-insured but are eligible for SIPC coverage. For more information regarding FDIC insurance, please consult [fdic.gov](http://fdic.gov). For more information regarding SIPC coverage, including the SIPC brochure, please consult [sipc.org](http://sipc.org) or call 202-371-8300.

TSP Bank(s) are as follows: The Bancorp, Inc.

28. *Access Interruptions.* Client understands that neither Betterment Securities nor Betterment guarantee that access to the Website and Account management via the Interface will be available at all times. Subject to the Separate Agreement, Betterment Securities and Betterment reserve the right to suspend access to the Program and Service without prior notice for scheduled or unscheduled system repairs or upgrades to the Program. Further, access to the Website, and hence, the

Account, may be limited or unavailable due to, among other things: market volatility, peak demand, systems upgrades, maintenance, any kind of interruption of the services provided by Betterment Securities or Betterment's ability to communicate with Betterment Securities, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, or self-regulatory organization, exchange, and force majeure. Client agrees that neither Betterment nor Betterment Securities will be liable to Client for any Losses incurred by Client (including, but not limited to, lost profits, trading losses, and similar damages) resulting from such access limitations or unavailability.

29. *Customer Responsibility.* Client understands that Advisor and/or Client is responsible for all acts and omissions relating to the use of the Service, including all information Advisor and/or Client provides to Betterment through the Interface and Website while logged in under Client's username and Password. Client understands and agrees that it is Client's responsibility to maintain the confidentiality of Client's Password, to use a strong Password, and to change the Password regularly. Client agrees to notify Betterment immediately in writing if Client becomes aware of any unauthorized use of Client's User ID and Password. Neither Betterment Securities, Betterment, nor any affiliate of Betterment Securities or Betterment will be liable to Client or to any other person for any claim with respect to orders Betterment places on behalf of Client based on any information provided without Client's authorization through the Interface and Website.
30. *Security.* When Client accesses the Interface using an up-to-date version of third-party web browser (such as Microsoft Internet Explorer, Firefox, Chrome, or Safari) that is compatible with industry standard encryption, Betterment's and Betterment Securities' security systems are designed to protect Client's communications through server authentication and data encryption. Access requires password protection to log onto the Interface. No security system is foolproof, and Betterment and Betterment Securities cannot guarantee that such security systems will be completely secure.
31. *Investment Tools.* Client understands that investment tools provided within the Interface may result in investment losses and are not a guarantee of performance and neither Betterment Securities nor Betterment guarantees or makes any warranty of any kind, express or implied, regarding the projections or recommendations generated by the investment tools. Client agrees that Betterment and Betterment Securities are not liable for any Losses (including lost opportunity or profits) arising out of or relating to discrepancies between projections and suggestions and actual performance.
32. *Limitation.* Client understands and agrees that Client is responsible for all Losses arising from or related to the Account. Except for negligence, malfeasance, violation of applicable law, or breach of fiduciary duty (if applicable), Client agrees that Betterment Securities and Betterment and their respective officers and employees

shall not be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in effecting securities transactions or providing other Services for the Account. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws. In addition, it is possible that Client or Betterment Securities itself may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to Betterment Securities' software based financial advisory service.

By requesting that Betterment provide the Advisor Rights, Client understands and agrees that Advisor may, among other things, modify the IPS that Betterment offers and change Client's Information (subject to any limitations set forth in the Advisor Agreements). Accordingly, Client understands and agrees that Betterment, Betterment Securities, and their respective officers and employees are not responsible for any information Advisor provides through the Interface in connection with the Account that may lead to trades being placed on Client's behalf and for all Losses arising from or related to the Account due to Advisor's actions in the Account. Subject to the Separate Agreement, Client further agrees to hold harmless Betterment, Betterment Securities, and their respective officers and employees for any obligations, acts, or omissions of Advisor as it pertains to the Account. In addition, Client understands and agrees that Betterment, Betterment Securities, and their respective officers and employees are only providing services in connection with the Account, and are not responsible for any of Client's assets outside of the Account.

33. *General and Miscellaneous Provisions and Disclosures.*

- a. *U.S. Economic Sanctions.* The Account may be subject to U.S. economic sanction and embargo laws. Client represents that Client has not been designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") as a Specially Designated National or blocked person (a "Blocked Person"), Client has no reason to believe that Client would be considered a Blocked Person by OFAC, and Client resides in the United States. If Client is a trust, Client represents that none of the beneficiaries of the trust have been designated by OFAC as a Specially Designated National or Blocked Person, Client has no reason to believe that any of the beneficiaries of the trust would be considered a Blocked Person by OFAC, and Client resides in the United States. Client also represents, warrants, and covenants that Client is not employed by, acting as agent of, or partially owned or controlled by a government, a government-controlled entity, or a government corporation. Client understands that if the Account is deemed to fall under any OFAC prohibition, the Account may be declined or restricted from certain activity.

- b. *Interaction with Other Financial Institutions.* Client acknowledges and agrees to the extent that Client maintains accounts or other financial services or investment advisory relationships with affiliated or unaffiliated entities of Betterment Securities, that such relationships will be considered separate and apart from this Brokerage Account with Betterment Securities.
- c. *Risk of Losses.* The products available through Betterment Securities are investment products and as such: (i) are not insured by the FDIC; (ii) carry no bank or government guarantees, and are not a deposit or other obligation of, or guaranteed by, a bank; and (iii) have associated risks. Client understands that investments in securities are subject to investment risks, including possible loss of the principal amount invested.
- d. *Modification of Brokerage Agreement or Service.* Client understands that Betterment Securities may change any of the terms and conditions of this Brokerage Agreement, eliminate any term or condition, and/or add new terms and conditions any time. Any such amendment shall be effective as of the time Betterment has notified Client in writing of any change or such later date as Betterment may establish. Subject to the Separate Agreement, Betterment Securities reserves the right, but does not intend to follow it as a matter of course, to notify Client of modifications to this Brokerage Agreement by mailing or e-mailing a written notice or new Brokerage Agreement to Client. Client understands that the normal method of notifying Client of modifications to the Brokerage Agreement will be to post the information on the Website, and that Client must regularly check the Website to stay apprised of modifications to this Brokerage Agreement. Client also agrees that Betterment Securities may change the Service at any time and that it is not obligated to provide Client with notice of such a change.
- e. *Consent to Modification of Brokerage Agreement or Service by Continued Use.* Unless Betterment Securities provides otherwise, if Client does not close the Account or Client uses the Service after a change to the Service or notice of a change to the Brokerage Agreement, it shall mean that Client accepts the change, whether or not Client actually knows of it, except that changes required by law will be effective immediately.
- f. *Consent to Additional Terms.* In addition to the terms in this Brokerage Agreement, when using particular products, services, or features of the Website and Interface, Client is also subject to any additional posted guidelines, disclosures, or requirements applicable to such products, services, or features, which may be posted and modified from time to time. All such additional terms are hereby incorporated by reference into this Brokerage Agreement.

- g. *Severability, Waiver, and Effectiveness.* If any provision of this Brokerage Agreement is held to be invalid, void, or unenforceable by reason of any law, rule, administrative order, or judicial decision, that determination will not affect the validity of the remaining provisions of this Brokerage Agreement. Except as specifically permitted in this Brokerage Agreement, no provision of this Brokerage Agreement can be, nor will it be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by an authorized officer of Betterment Securities.
- h. *Non-Waiver.* Betterment Securities' failure to insist on strict compliance with this Brokerage Agreement or any other course of conduct on Betterment Securities' part will not be deemed a waiver of Betterment Securities' or Betterment's rights under this Brokerage Agreement.
- i. *Successors.* This Brokerage Agreement will pass to the benefit of Betterment Securities and its successors, permitted assigns, and agents. In addition, Client hereby agrees that this Brokerage Agreement and all the terms hereof, will be binding on Client's heirs, executors, administrators, personal representatives, and any assigns permitted by Betterment Securities.
- j. *Power of Attorney.* Client agrees and hereby irrevocably appoints Betterment Securities with full power as Client's true and lawful attorney-in-fact, to the full extent permitted by law, for the limited purpose of carrying out the provisions of this Brokerage Agreement and taking any action and executing any instrument that Betterment Securities deems necessary or advisable to accomplish the purposes of this Brokerage Agreement.
- k. *Power and Authority.* If Client is a natural person, Client represents, warrants, and covenants that Client has attained the age of majority and has the legal capacity to enter into this Brokerage Agreement and to perform obligations under it. If Client is a legal entity, including a corporation, partnership, estate, or trust, Client represents that Client has all necessary power and authority to execute and perform this Brokerage Agreement and that the execution and performance of this Brokerage Agreement will not cause Client to violate any provisions in Client's charter, by-laws, partnership agreement, trust agreement, or other constituent agreement or instrument. Client further represents that this Brokerage Agreement, as amended from time to time, is Client's legal, valid and binding obligation, enforceable against Client in accordance with its terms. If the Client's Account is opened in the name of a trust, this Brokerage Agreement incorporates the terms of the separate "Certification of Trust" document included below
- l. *Headings.* The heading of each provision of this Brokerage Agreement is for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

- m. *Entire Understanding; Assignment.* The parties hereby acknowledge and agree that this Brokerage Agreement alone, with the exception of the Sub-Advisory Agreement and the Integrated Rights thereof and the other documents agreed to and delivered in connection with becoming and continuing to be a Client (including Client statements and confirmations), constitutes the final understanding between the parties with respect to all matters contained herein. In addition to the foregoing, Advisor and Client have entered into the Independent Agreement. In the event of a conflict between the terms of such Independent Agreement and the terms of this Brokerage Agreement regarding the nature or scope of the services provided to the Client by Advisor, the terms and conditions of the Independent Agreement shall control to the extent they do not impose additional material obligations or responsibilities on Betterment Securities beyond those included in this Brokerage Agreement or the Separate Agreement, except as may be required by applicable law. The parties further acknowledge and agree that, with the exception of the above-referenced agreements, there are no prior or coexisting agreements different or distinct from those contained herein, and all such prior and coexisting agreements, if any, are merged herein. This Brokerage Agreement supersedes any previous agreements that Client has made with Betterment Securities individually with regard to the Account, and if the Account is held jointly, it supersedes any previous agreements made by the same parties to this Brokerage Agreement, to the extent that the subject matter is covered by this Brokerage Agreement. Betterment Securities may not assign its rights and duties under this Brokerage Agreement to any of its successors, subsidiaries, affiliates, or any other entity without obtaining Client's consent and complying with any other requirements provided in the Separate Agreement. Subject to the foregoing limitation, Client will be deemed to have consented to Betterment Securities assigning its rights and duties under this Brokerage Agreement if after receiving adequate written electronic notice of a proposed assignment Client does not serve notice of objection to Betterment or Betterment Securities. Client may not assign the rights and obligations under this Brokerage Agreement without first obtaining the prior written consent of Betterment Securities, subject to any additional conditions or limitations on assignment provided in the Advisor Agreements. Any purported assignment in violation of this Brokerage Agreement will be void.
- n. *Choice of Law.* Client understands that this Brokerage Agreement will be deemed to have been made in the State of New York and will be construed, and the rights and liabilities of the parties determined, in accordance with the internal laws of the State of New York.



- o. **Electronic Signatures.** Client’s intentional action in providing an electronic signature, constituted by clicking a button indicating an electronic signature, typing Client’s name in a signature field, or otherwise entering an electronic signature, is valid evidence of consent to be legally bound by this Brokerage Agreement and by other documentation submitted in the Application process or governing Client’s relationship with Betterment Securities, and as valid evidence of consent to be legally bound by any documents relating to the Program Client electronically signs.

The use of an electronic version of Account documents fully satisfies any requirement that they be provided to Client in writing. Client acknowledges that Client may access and retain a record of the documents that Client electronically signs. Client is solely responsible for reviewing and understanding all of the terms and conditions of these documents. Client accepts as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, notice by electronic means, including, the posting of modifications to this Brokerage Agreement on the Website.

The electronically stored copy of this Brokerage Agreement is considered to be the true, complete, valid, authentic, and enforceable record of this Brokerage 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. Client agrees to not contest the admissibility or enforceability of Betterment Securities' electronically stored copy of this Brokerage Agreement in any proceeding arising out of the terms and conditions of the Brokerage Agreement. If more than one individual has electronically signed this Brokerage Agreement as a Client, obligations under this Brokerage Agreement will be joint and several and identical to the obligations of joint Account Holders who have signed a paper Brokerage Agreement.

- 34. **Electronic Delivery of Documents.** Client acknowledges receipt and acceptance of to the “Consent to Electronic Delivery of Documents from Betterment and Betterment Securities” which is attached hereto. All written notices to any party under this Brokerage Agreement shall be sent to such party in electronic form either through applicable means of the Interface or through designated email addresses, or such other address as such party may designate in writing to the other. Notwithstanding the above, Betterment Securities may occasionally require certain communications from the Client to be sent in non-electronic form.
- 35. **Electronic Funds Transfer.** Client acknowledges receipt and acceptance of to the “Electronic Funds Transfer Rights and Error Resolution” which is attached hereto.
- 36. **Complaints.** Complaints about your Betterment Securities brokerage account may be directed to Betterment Securities at [support@bettermentsecurities.com](mailto:support@bettermentsecurities.com), via phone

by calling 212-228-1328 and requesting to speak with a representative of Betterment Securities, or by mail at 61 West 23<sup>rd</sup> Street, 4<sup>th</sup> Floor, New York, NY 10010.

### **37. ARBITRATION AGREEMENT AND DISCLOSURES.**

- a. **Required Arbitration Disclosures.** This Brokerage Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:
  - i. All parties to this Brokerage Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except (a) as provided by the rules of the arbitration forum in which a claim is filed; and (b) nothing in this Brokerage Agreement shall limit your right to initiate or participate in a class action lawsuit in a U.S. court to the extent that such right may not be waived under any applicable FINRA rules.
  - ii. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
  - iii. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
  - iv. 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.
  - v. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
  - vi. 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.
  - vii. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Brokerage Agreement.
- b. Client agrees to resolve by binding arbitration any controversy that may arise between Betterment Securities and Client relating in any way to this Brokerage Agreement, Client's relationship with Betterment Securities, or any service provided by Betterment Securities to Client. This arbitration agreement includes an agreement to resolve by binding arbitration any controversy involving the performance, construction, or breach of this Brokerage Agreement or any other written agreement between Betterment Securities and Client.

- c. Any arbitration pursuant to this provision shall be conducted by, and according to the securities arbitration rules and regulations then in effect of, FINRA or any national securities exchange that provides a forum for the arbitration of disputes, provided that Betterment Securities is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchanges. Any dispute or claim involving a dollar amount in excess of \$50,000 will be before a panel of at least three arbitrators.
- d. Federal and state statutes of limitation, repose, and/or other rules, laws, or regulations impose time limits for bringing claims in federal and state court actions and proceedings. The parties agree that all federal or state statutes of limitation, repose, and/or other rules, laws, or regulations imposing time limits that would apply in federal or state court, apply to any dispute, claim, or controversy brought under this Brokerage Agreement, and such time limits are hereby incorporated by reference. Therefore, to the extent that a dispute, claim, or controversy arises under this Brokerage Agreement and would be barred by a statute of limitation, repose, or other time limit, if brought in a federal or state court action or proceeding, the parties agree that such dispute, claim, or controversy shall be barred in an arbitration proceeding.
- e. Any award of the arbitrator or a majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, attorneys' fees, or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.
- f. 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: (i) the class certification is denied; (ii) the class is decertified; or (iii) 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 Brokerage Agreement except to the extent stated herein.
- g. This agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

- h. Client agrees to the provisions described above and the following additional provisions, regardless of whether Client is or is not residing in the United States at the time of a controversy arises between Betterment Securities and Client:**
  - i. Client agrees that any arbitration hearing will be held in New York, New York unless otherwise agreed between Betterment Securities and Client in a signed writing or unless FINRA (or other self-regulatory organization administering the arbitration) designates another hearing location;**
  - ii. Client agrees to the personal jurisdiction of the courts located in New York, New York, U.S.A, to interpret and enforce these arbitration provisions described in this Brokerage Agreement; and**
  - iii. All arbitrations will be held in the English language, unless otherwise agreed to by the parties.**
  
- i. Client makes this arbitration agreement on behalf of Client and Client's heirs, administrators, representatives, executors, successors, permitted assigns, and together with all other persons claiming a legal or beneficial interest in the Account.**

**NOTE: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS BROKERAGE AGREEMENT, INCLUDING THE ARBITRATION CLAUSE LOCATED AT SECTION 37 OF THIS BROKERAGE AGREEMENT.**

## **AGREEMENT**

If more than one, all Client principals to this Brokerage Agreement must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

This Brokerage Agreement shall be dated as of the time Client enters electronic signature.

Client's name and electronic signature shall be incorporated by reference to fields through the sign-up process within the Website.

Betterment Securities Representative approval shall be incorporated by reference to fields captured by Betterment Securities' software systems.

## ATTACHMENT

### FINRA's Margin Disclosure Statement

Your brokerage firm is furnishing this document to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the margin agreement provided by your firm. Consult your firm regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from your brokerage firm. If you choose to borrow funds from your firm, you will open a margin account with the firm. The securities purchased are the firm's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, the firm can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with the member, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

- You can lose more funds than you deposit in the margin account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to the firm that has made the loan to avoid the forced sale of those securities or other securities or assets in your account(s).
- The firm can force the sale of securities or other assets in your account(s). If the equity in your account falls below the maintenance margin requirements, or the firm's higher "house" requirements, the firm can sell the securities or other assets in any of your accounts held at the firm to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.
- The firm can sell your securities or other assets without contacting you. Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.
- You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, the firm has the right to decide which security to sell in order to protect its interests.
- The firm can increase its "house" maintenance margin requirements at any time and is not required to provide you advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account(s).
- You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

## ATTACHMENT

### Consent to Electronic Delivery of Documents from Betterment and Betterment Securities

1. *Consent to Electronic Delivery.* Betterment LLC (“Betterment”) serves Client as an electronic-based investment adviser providing self-directed investment advisory services. MTG LLC d/b/a Betterment Securities (“Betterment Securities”) serves Client as an electronic-based broker-dealer providing self-directed brokerage services. By becoming a participant in the Program, opening an Account, and agreeing to the terms and conditions of the Website Client agrees to receive all communications from Betterment and Betterment Securities via the World Wide Web or e-mail. By agreeing to electronic delivery Client is giving informed consent to electronic delivery of all Account Communications (defined below). "Account Communications" mean all current and future Account statements, trade confirmations, notices, disclosures, regulatory communications (including prospectuses, proxy solicitations, and privacy notices) and other information, documents, data, and records regarding the Account and all services provided by Betterment and Betterment Securities (including amendments to the Sub-Advisory Agreement and the Brokerage Agreement) delivered or provided to Client by Betterment, by Betterment on behalf of Betterment Securities, by Betterment Securities directly, or by the issuers of the Securities and/or Other Property in which Client invests and other parties.
2. *Revocation of Consent.* Client may revoke or restrict consent to electronic delivery of Account Communications any time, subject to the terms of the Sub-Advisory Agreement and the Brokerage Agreement, by notifying Betterment in writing or by phone of intention to do so. Client also has the right to request paper delivery of any Account Communication that the law requires Betterment or Betterment Securities to provide Client in paper form. Client understands that, the foregoing fee disclosures notwithstanding, if Client revokes or restricts consent to electronic delivery of Account Communications or requests paper delivery, Betterment or Betterment Securities, at their discretion may, charge Client a reasonable service fee for the delivery of Account Communications that would otherwise be delivered to Client electronically, restrict the Account, or close the Account and terminate access to the Program or Service. Neither Client’s revocation or restriction of consent, Client’s request for paper delivery, nor Betterment’s or Betterment Securities’ delivery of paper copies of Account Communications will affect the legal effectiveness or validity of any electronic communication provided while Client’s consent was in effect.
3. *Electronic Delivery System.* Betterment and Betterment Securities will deliver Account Communications by making them available via the Interface. If required by applicable law or rules, Betterment or Betterment Securities will notify Client by e-mail when Account

Communications are posted on the Interface. Such notification may be sent directly by Betterment, by Betterment Securities via Betterment email systems and addresses, or by Betterment on behalf of Betterment Securities. Client will have access through the Interface to an archive of all documents Client received via electronic delivery for at least the current year. Client may obtain copies of earlier documents on request. All e-mail notifications of Account Communications will be sent to Client's e-mail address of record.

4. *Network Security and Reliability.* Client acknowledges that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. E-mail notifications sent by Betterment or Betterment Securities will not contain sensitive or confidential customer information, including account numbers. Due to security risks, Client will not send any sensitive information, such as account numbers or Passwords, in an unencrypted e-mail. E-mails on rare occasions may fail to transmit properly. Regardless of whether Client receives an e-mail notification, Client agrees to check the Interface regularly for up-to-date information and to avoid missing time-sensitive information. Client agrees that, for Client's records, Client can download and save or print the Account Communications Client received via electronic delivery.
5. *Method of Communication.* Client acknowledges agreement to the Method of Communication provisions of the Brokerage Agreement and Sub-Advisory Agreement, Sections 9 and 6 respectively of those agreements.
6. *Review of Account Communications.* Client agrees to promptly and carefully review all Account Communications as and when delivered and if Client objects to the information provided notify Betterment and Betterment Securities via email to Betterment within five (5) days of delivery or within three (3) days of delivery in the case of transaction confirmations, or within such other applicable time frame as a communication may denote. Betterment and Betterment Securities are entitled to treat such information as accurate and conclusive unless Client objects via email within five (5) days of delivery. Email address(es) to which Client directs any objections will be designated by Betterment and Betterment Securities, in their sole discretion. Designated email address(es) will be listed on Account Communications and/or on the Website and may be Betterment email accounts which are routed to Betterment Securities.
7. *Duration of Consent.* This consent will be effective immediately and will remain in effect unless and until either Client, Betterment, or Betterment Securities revokes it. Client understands that it may take up to three (3) days to process a revocation of consent to electronic delivery, and Client may receive electronic notifications in the interim.
8. *Costs.* Potential costs associated with electronic delivery of Account Communications include charges from Internet access providers and telephone companies, and such charges are borne by Client. Betterment and Betterment Securities do not charge Client additional online access fees for receiving electronic delivery of Account Communications.



9. *Hardware or Software Requirements.* Client understands that to receive electronic deliveries, Client must have Internet access, a valid e-mail address, the ability to download and have ongoing access to such applications as Betterment and Betterment Securities may specify and a printer or other device to download and print or save any information Client may wish to retain. Betterment and Betterment Securities will notify Client of any changes in the hardware and software requirements needed to access electronic records covered by this consent.
10. *Consent and Representations.* Client hereby agrees that Client has carefully read the above information regarding informed consent and fully understands the implications thereof. Client hereby agrees to the conditions outlined above concerning electronic delivery of Account Communications. Client also agrees that Client will maintain a valid e-mail address and continue to have access to the Internet. If Client's e-mail address changes, Client agrees to notify Betterment and Betterment Securities of the new e-mail address immediately via the Interface.

## ATTACHMENT

### Electronic Funds Transfer Rights and Error Resolution

You, the Client, authorize Betterment and Betterment Securities (collectively “us” or “we” or the “Company”) to electronically transfer funds via Automatic Clearing House or other form of electronic transfer (collectively “Transfer”) to/from your Betterment Securities account to/from your checking account designated by you via Betterment’s website. For purposes of Individual Retirement Accounts (“IRAs”), your authorization given here is to Company as agent for Sunwest Trust, Inc., custodian of your IRA account. In the event an entry is incorrect, Betterment Securities reserves the right to submit correcting entries. This authorization is simply to establish the Transfer relationship, any recurring Transfer must be established through other mechanisms within the Betterment website.

You attest to having provided full and accurate bank account and routing number information within Betterment’s account application process and elsewhere within the Betterment website. You understand that the Transfer activation process may take as many as ten business days from the date of Betterment Securities’ receipt of these instructions and may require your further interaction to complete. You understand that recurring Transfers, if applicable will initiate no later than the next business day assuming availability of funds. You also understand that funds must be readily available in your checking account or there is a possibility the Transfer will be delayed or cancelled, and you may incur a non-sufficient funds or overdraft fee from the institution holding your checking account.

You agree to notify us of any willful closure of the checking account referenced herein. Furthermore, this authorization shall remain in full force and effect until instructions to terminate or alter are received in writing by Betterment. You understand that Betterment and/or Betterment Securities reserve the right to willfully terminate this relationship at their discretion at any time.

You agree to hold Betterment and/or Betterment Securities and their agents free of liability for compliance with the instructions set forth in this document.

It is very important that you contact us at once if you believe your user ID or password has been compromised, or if someone has transferred or may transfer money from your account without your permission. Under applicable federal regulations, the extent of your liability for an unauthorized Transfer is largely determined by your promptness in notifying us or the institution holding your checking account if someone has gained access to your account, or if a transfer or withdrawal in your account statement is incorrect or unauthorized. Notifying us quickly limits your liability:

- a. You can inspect your transaction history at any time by logging in to your account on the Betterment website. If your transaction history shows Transfers that you did not initiate or authorize, notify us at once. If you notify us within two business days after you learn

that your password or other means to access your account may have become known by an unauthorized person, you can lose no more than \$50 USD if an unauthorized person uses your password or other means to access your account without your permission to initiate a Transfer. If you do not notify us within two business days, and we can prove that we could have stopped someone from using your password or other means to access your account without your permission if you had told us, you could be liable for as much as \$500 USD or more if you do not notify us within 60 days. If you do not notify us within 60 days after the transaction date, you may not recover any money you lose after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from notifying us, we may extend the time periods at our discretion.

- b. In case of unauthorized Transfers or Transfer errors or related questions about your account, you should notify Betterment immediately. Contact us by sending an email to [support@betterment.com](mailto:support@betterment.com) or by calling 888-428-9482, as soon as you can if you think your account record or statement is wrong or if you need more information about a Transfer shown on your account record or statement. If you tell us by telephone, we may require that you submit your issue in writing within ten (10) business days. When submitting a Transfer related issue you must: 1) Tell us your name and primary email address; 2) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, 3) Tell us the dollar amount of the suspected error. We will tell you the results of our investigation within ten (10) business days after you submit a Transfer related issue, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) business days to investigate the complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you may have the use of the money during the time it takes for us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive the signed writing from you within ten (10) business days, we may not provisionally credit your transaction account. If we determine there was no error, we will email you a written explanation within three (3) business days after we finish the investigation. You may ask for copies of documents that we used in our investigation. We may revoke any provisional credit provided to you if we find that an error did not occur.
- c. For purposes of this disclosure, our business days are Monday through Friday except legal holidays.
- d. Documentation and Periodic statements. You may review your transaction history anytime by logging into your account. Each time you complete a Transfer, Betterment will send you an e-mail confirmation with a reminder to check your account history. If you have not performed any transactions in 90 days, we will provide a reminder to check your account history.
- e. Preauthorized payments. Your use of Betterment's automatic deposit feature or any other features of Betterment that include regular Transfers will be deemed pre-

authorization for those related Transfers. If regular Transfer deposits or withdrawals are scheduled for your account through the automatic deposit feature or any other features of Betterment, you may stop any of these pre-authorized transactions by logging into your account and opting out of the related features before they are scheduled to occur. If you need assistance with this process you may contact us at [support@betterment.com](mailto:support@betterment.com) or 888-428-9482.

- f. We will be liable for your losses if we do not properly complete a scheduled Transfer. However, we are not liable under certain circumstances, including but not limited to:
  - 1. If, through no fault of ours, your account does not contain enough money to make the Transfer after the provision of fees due to us are subtracted.
  - 2. If the money in your account is subject to a collateral pledge or other lien to us, or subject to a legal process, such as a lien, levy, seizure, attachment, or IRS backup withholding.
  - 3. If circumstances beyond our control (such as fire, flood, electrical, software systems, computer or telephone failure, or malfunction of a central data processing computer or facility) prevent the completion of the Transfer.
  - 4. If the account from which the Transfer is to be made will be overdrawn by the transaction.
  - 5. If there are other exceptions established by Betterment or by law.
- g. Betterment will disclose information to third parties about your account or Transfers you make:
  - 1. When it is necessary to complete Transfers or transactions.
  - 2. In order to verify the existence or condition of your account for a credit or risk reporting agency or other third party entitled to such information.
  - 3. In order to comply with State or Federal laws or government agency or court orders.
  - 4. When you otherwise grant us permission in written form.

This resolution is incorporated in the Betterment Sub-Advisory Agreement and the Betterment Securities Brokerage Agreement (the “Agreements”). Your authorization and consent to these terms as well as to all State and Federal laws and regulations regarding electronic funds transfers is delivered by electronic signature of the Agreements so received within the account application process or elsewhere within the Betterment website.

## ATTACHMENT

### ADVISED CLIENT FUNDS TRANSFER AUTHORIZATION

You, the Client, authorize Betterment and Betterment Securities to accept instructions from Advisor to electronically transfer funds between each and every Account that you have at Betterment Securities and any Linked Checking Accounts associated with such Accounts.

Advisor's authority includes giving Betterment and Betterment Securities instructions on your behalf, and changing existing instructions, for one-time transfers and recurring transfers, and IRA contributions and distributions.

The authority conferred herein is limited to the Accounts that are specifically identified in this document and is subject to the terms of the Betterment LLC Sub-Advisory Agreement and the Betterment Securities Brokerage Agreement.

You agree to indemnify and hold harmless Betterment, Betterment Securities, their affiliates, and their respective directors, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorneys' fees, arising out of or relating to their reliance on this form or the execution of Advisor's instructions.

If one of the Accounts is a Trust Account, you certify, as Trustee, that all one-time and recurring withdrawals from the Trust Account will be in accordance with the authority granted under the Trust instrument and applicable law.

You hereby supersede any previous instruction to Betterment or Betterment Securities regarding the scope of Advisor's authority to make transfers between the Accounts and a Linked Checking Account. You further agree that you will not attempt to modify or revoke the authority granted herein without first contacting Betterment.

## ATTACHMENT

### Solicitor Activities Disclosure For B+ Institutional Services, LLC

- B+ Institutional Services LLC, a SEC Registered Investment Advisor (“B+”), and Betterment LLC, a SEC Registered Investment Advisor (“Betterment”), have entered into a written agreement whereby B+ has undertaken to refer and/or contact other investment advisors or organizations who contract to obtain sub-advisory services from Betterment. In return for B+’s solicitation services under this agreement, Betterment has agreed to compensate B+ with a cash referral fee as follows:
  - For clients served by those solicited by B+, Betterment shall pay B+ 40% of the fees generated from Betterment’s Wrap Fee Program (described in Part 2 to Betterment LLC’s Form ADV).
  - If you are in doubt as to whether you were directed to Betterment via B+ and believe it material to your decision to open a Betterment account, please contact [support@betterment.com](mailto:support@betterment.com).
- B+ is not authorized to enter into any agreement or undertaking on behalf of Betterment with any person(s) or organization(s).
- No person or organization solicited by B+ on behalf of Betterment who subsequently becomes a client of Betterment will be charged for the solicitation activities of the Solicitor. All referral fees paid to B+ represent a portion of the fees actually charged by Betterment for the Wrap Fee Program. There is no differential between the amount or level of investment advisory fees that Betterment will charge for managing your account in excess of that which it would customarily charge for managing any other new client with similar assets and which was not referred to Betterment by B+.
- In addition, B+ has entered into a written agreement with XY Planning Network, LLC (“XYPN”) whereby XYPN has undertaken to introduce Betterment to XYPN’s current and future member firms. In return for XYPN’s services under this agreement, B+ has agreed to pay XYPN a portion of the referral fees received by B+ in connection with the services provided by B+ under its written agreement with Betterment once XYPN has met certain participation thresholds. There is no agreement between Betterment and XYPN with respect to these services and Betterment does not provide any compensation to XYPN for them.

### **ACKNOWLEDGMENT OF RECEIPT AND ELECTRONIC SIGNATURE**

By electronically signing this document, you acknowledge receipt of a copy of this written disclosure document and a copy of Part 2 of Betterment LLC's Form ADV and Privacy Policy prior to entering into an advisory relationship with Betterment LLC.

## ATTACHMENT

### Transfer on Death Agreement for non-IRA Betterment Accounts

By registering a Betterment Securities account (the "Account") as a Transfer on Death ("TOD") account through the Website (as defined within the Betterment LLC Sub-Advisory Agreement), Client electronically consents to the following:

1. Betterment LLC and Betterment Securities are not required to take action on the Account so registered until such documents as are required to establish that Client (as defined within the Betterment LLC Sub-Advisory Agreement) is deceased (or, in the case of joint accounts, all Clients are deceased) have been received.
2. Upon receipt of said documents, Betterment LLC and Betterment Securities will obtain the necessary paperwork to establish an account (accounts) for the beneficiary(ies) and transfer ownership of the assets as instructed.
3. Betterment LLC and Betterment Securities are not responsible for determining the tax consequences of the decision to register this Account as a TOD Account.
4. Client agrees to hold harmless, indemnify, and defend Betterment LLC and Betterment Securities, its affiliates, and their employees and agents from any claim, loss, or liability resulting from (a) any breach of any warranty or representation contained in this agreement, and (b) any action Betterment LLC and Betterment Securities takes in connection with the registration, any re-registration in the name of the beneficiary(ies), and from any distribution thereafter to the beneficiary(ies) or for the benefit of the beneficiary(ies), made as requested or authorized under this agreement, and (c) any finding that a transfer on death is invalid. Betterment LLC and Betterment Securities may attach or debit the account of the TOD beneficiary(ies) to the extent necessary to enforce this indemnity.
5. If this agreement is established under joint tenants with rights of survivorship account status, upon the death of one of the co-account holders, ownership shall pass to the surviving co-account holder and Betterment LLC and Betterment Securities may follow the instructions of the surviving co-account holder to (a) terminate transfer on death registration, (b) change owner or beneficiary(ies), or (c) redeem all or any part of the assets.
6. If Client has established this Account individually and is married (or jointly, and is not legally married to the co-account holder), the Spousal Waiver, if applicable, has been executed below.
7. If a dispute arises regarding the Account or a suit or proceeding is brought against it, Betterment LLC and Betterment Securities may liquidate the Account and deliver the proceeds into the registry of the court, at which time Betterment LLC and Betterment



Securities will be deemed to be and will be released and discharged from all further obligations and responsibilities regarding the Account.

8. Betterment LLC and Betterment Securities has not provided any legal advice to Client, and Client agrees to obtain the advice of an attorney with regard to the enforceability of this form of registration in my state, and its effect on my estate and tax planning.
9. Client certifies that the law of Client's state of residence permits TOD accounts. Client has verified compliance requirements under such state law and hold Betterment LLC and Betterment Securities, their affiliates, and their employees and agents harmless for Client's compliance with the law of Client's state of residence.
10. This Form will replace all previous beneficiary designations I have made for the named account.

### **Spousal Waiver**

**If Client lives in a community property state and is not naming Client's spouse as the primary beneficiary, Client's spouse agrees and consents to the following:**

I am the spouse of the above-mentioned account holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the important tax consequences of giving up my interest in this account, I have been advised to see a tax professional. I hereby give the account holder any interest I have in the funds or properties deposited in this account and consent to the beneficiary designation indicated by Client as above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by Betterment LLC and Betterment Securities. I electronically consent to this waiver and the terms and conditions of this agreement.

## **FINRA BrokerCheck Information**

Public information about Betterment Securities and its membership with FINRA is available through FINRA's BrokerCheck at:

<http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/>

(800) 289-9999

## CERTIFICATION OF TRUST

### Applicable to Accounts in the name of a Trust

**This Certification sets forth the Trustee's representations and warranties regarding its authority under the Trust.**

This Certification of Trust is made with respect to the account identified in the Betterment online account opening application and further described in the Betterment Securities Brokerage Agreement and Betterment LLC Sub-Advisory Agreement (the "Account"); such Account being opened and maintained in the name of the trust identified in the Betterment online application (the "Trust").

Through its consent provided by completing the electronic application, the trustee of the Trust (the "Trustee"), represents, warrants, and certifies for itself, and for and on behalf of any other trustees of the Trust:

i. That MTG LLC d/b/a Betterment Securities ("Betterment Securities") is authorized to act as a brokerage firm and to open and maintain the Account for the Trust, and Betterment LLC ("Betterment") is authorized to act as an investment advisor to the Account for the Trust, in accordance with all agreements applicable to the Account (Betterment Securities and Betterment LLC hereafter collectively referred to as the "Firms").

Such authorization to Betterment Securities includes, but is not limited to, the authority to accept, hold, and deliver assets belonging to the Trust; to otherwise maintain possession and/or control of assets belonging to the Trust; and to accept orders and other instructions relating to the Trust from the Trustees. Such authorization to Betterment includes, but is not limited to, the authority to manage the assets of the Account on a discretionary and/or non-discretionary basis and to provide other investment advice to the Trust.

ii. That the Trust expressly grants the Trustee the power to buy, sell, exchange, convert, tender, redeem, and withdraw assets (including delivery of assets to and from the account and delivery of assets to a Trustee personally), and to otherwise trade securities in accordance with the nature of the Account. That the Trust expressly grants the Trustee the power to contract for investment advisory services consistent with those offered and provided by Betterment.

iii. That either (1) the Trust expressly authorizes that the Trustee, whether there is one trustee of the Trust or more than one, is authorized to act individually, independently, and without the consent of other trustees of the Trust, if any; or (2) the trustees of the Trust, if more than one, have consented to the Trustee acting individually, independently, and without the consent of the other trustees of the Trust with respect to the account and that such delegation of authority is expressly authorized by the Trust and applicable law. Further, the Trustee agrees that any notice sent to the Trustee will constitute notice to any and all other trustees of the Trust. Either Firm, in its sole discretion and for its sole protection, may require the written

consent of any or all trustees of the Trust prior to acting upon the instructions of any Trustee.

iv. That neither the Trustee nor the Trust impose any obligation upon the Firms for determining the purpose or propriety (i) of any instructions received from any trustee of the Trust or (ii) of payments or deliveries to or among trustees of the Trust.

v. That the Trust is in compliance with all applicable federal and state laws, including but not limited to the United States' sanctions laws and regulations.

vi. That the Trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this Certification of Trust to be incorrect. Further, the Trustee agrees to notify the Firms immediately in writing of any change that would cause this Certification of Trust to become incorrect or incomplete.

The Trustee for itself, and on behalf of any and all other trustees of the Trust, hereby jointly and severally, in both personal and representative capacities, agrees to indemnify both of the Firms, their affiliates, officers, directors, employees, and agents from, and to hold such persons harmless against, any claims, judgments, surcharges, settlements, or other liabilities or costs of defense or settlement (including investigative and attorneys' fees) arising out of or related to any act or omission to act by any trustee of the Trust with respect to the Account. The representations and obligations stated in this Certification of Trust will survive the termination of the Account.

**NOTICE RELATING TO SUNWEST TRUST, INC.**

Sunwest Trust, Inc. serves as custodian for Betterment IRA accounts. The Sunwest Trust, Inc. custodial account agreements for Betterment's traditional and Roth IRA accounts follow this page.

## SUNWEST TRUST, INC. CUSTODIAL AGREEMENT FOR TRADITIONAL IRA ACCOUNT

### Form 5305-A (March 2002 IRS version)

On the accompanying Application the Depositor has been named and the following has been provided: the Depositor's date of birth, the Depositor's social security (or other identifying) number, and the Depositor's address.

The name of the Custodian is: Sunwest Trust, Inc.

The address of the Custodian's is: P.O. Box 36371, Albuquerque, New Mexico, 87176

The Depositor whose name appears on the accompanying Application is establishing a traditional individual retirement account (under Section 408(a) of the Internal Revenue Code) to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian named on the accompanying Application has given the Depositor the Disclosure Statement required under the Income Tax Regulations under Section 1.408-6. The Depositor has deposited with the Custodian an initial contribution in cash, as set forth in the accompanying Application. The Depositor and the Custodian make the following Custodial Agreement:

### Article I

Except in the case of a rollover contribution described in section 402(c), 403(a)(4), 403(b)(8), 408(d)(3), or 457(e)(16), an employer contribution to a simplified employee pension plan ("SEP") as described in section 408(k), or a recharacterized contribution described in section 408A(d)(6), the Custodian will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

A single, self-employed individual may be eligible to establish a SEP and make deductible SEP contributions to the separate traditional IRAs established by the self-employed individual in an amount not to exceed the amount provided in Section 408(j) of the Code or any successor statutory provision thereto for such taxable. Before making any SEP contribution, the self-employed individual shall execute such forms as the Custodian may require to certify that the self-employed individual is covered under a simplified employee pension (as described in Section 408(k) of the Code) established and to provide other information as the Custodian may reasonably request. The self-employed individual shall have the sole responsibility for determining whether any contribution to the Custodial Account qualifies as a SEP Contribution.

In the case of a self-employed individual, the term "compensation" means "net earnings from self-employment."

If a self-employed individual has a SEP, said self-employed individual may make deductible SEP contributions directly their traditional IRA Custodial Account each year in an amount up to the lesser of \$53,000 (as adjusted for cost-of-living increases) or 25% of your current-year compensation. For 2015 and later years, this amount may be subject to annual cost-of-living adjustments. The IRS announces the increase, to if any, in a news release, in the Internal Revenue Bulletin, and on the IRS website at [www.irs.gov](http://www.irs.gov).

Neither the Custodian nor Betterment shall have any responsibility for determining whether any contribution by or on behalf of the Investor to the Custodial Account qualifies as a Rollover Contribution or SEP Contribution, or whether any contribution to the Custodial Account is deductible by the Investor for federal income tax purposes. The Depositor should work closely with Depositor's tax advisor to ensure that SEP contributions are properly calculated.

## **Article II**

The Depositor's interest in the balance in the Custodial Account is nonforfeitable.

## **Article III**

1. No part of the Custodial Account funds may be invested in life insurance contracts, nor may the assets of the Custodial Account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the Custodial Account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

## **Article IV**

1. Notwithstanding any provision of this agreement to the contrary, the distribution of the Depositor's interest in the Custodial Account shall be made in accordance with the following requirements and shall otherwise comply with section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference.
2. The Depositor's entire interest in the Custodial Account must be, or begin to be, distributed not later than the Depositor's required beginning date, April 1 following the calendar year in which the Depositor reaches age 70 1/2. By that date, the Depositor may elect, in a manner acceptable to the Custodian, to have the balance in the Custodial Account distributed in:
  - a. A single sum or
  - b. Payments over a period not longer than the life of the Depositor or the joint lives of the Depositor and his or her designated beneficiary.
3. If the Depositor dies before his or her entire interest is distributed to him or her, the remaining interest will be distributed as follows:

- a. If the Depositor dies on or after the required beginning date and:
  - i. the designated beneficiary is the Depositor's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (a)(iii) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (a)(iii) below, over such period.
  - ii. the designated beneficiary is not the Depositor's surviving spouse, the remaining interest will be distributed over the beneficiary's remaining life expectancy as determined in the year following the death of the Depositor and reduced by 1 for each subsequent year, or over the period in paragraph (a)(iii) below if longer.
  - iii. There is no designated beneficiary, the remaining interest will be distributed over the remaining life expectancy of the Depositor as determined in the year of the Depositor's death and reduced by 1 for each subsequent year.
  
- b. If the Depositor dies before the required beginning date, the remaining interest will be distributed in accordance with (i) below or, if elected or there is no designated beneficiary, in accordance with (ii) below:
  - i. The remaining interest will be distributed in accordance with paragraphs (a)(i) and (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), starting by the end of the calendar year following the year of the Depositor's death. If, however, the designated beneficiary is the Depositor's surviving spouse, then this distribution is not required to begin before the end of the calendar year in which the Depositor would have reached age 70 1/2. But, in such case, if the Depositor's surviving spouse dies before distributions are required to begin, then the remaining interest will be distributed in accordance with (a)(ii) above (but not over the period in paragraph (a)(iii), even if longer), over such spouse's designated beneficiary's life expectancy, or in accordance with (ii) below if there is no such designated beneficiary.
  - ii. The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the Depositor's death.



4. If the Depositor dies before his or her entire interest has been distributed and if the designated beneficiary is not the Depositor's surviving spouse, no additional contributions may be accepted in the Account.
5. The minimum amount that must be distributed each year, beginning with the year containing the Depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:
  - a. The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Depositor reaches age 70 1/2, is the Depositor's Account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor's Account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Depositor's (or, if applicable, the Depositor and spouse's) attained age (or ages) in the year.
  - b. The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Depositor's death (or the year the Depositor would have reached age 70 1/2, if applicable under paragraph 3(b)(i)) is the Account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
  - c. The required minimum distribution for the year the Depositor reaches age 70 1/2 can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

#### **Article V**

1. The Depositor agrees to provide the Custodian with all information necessary to prepare any reports required by section 408(i) and Regulations sections 1.408-5 and 1.408-6.
2. The Custodian agrees to submit to the Internal Revenue Service (IRS) and Depositor the reports prescribed by the IRS.

**Article VI**

1. Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through III and this sentence will be controlling. Any additional articles inconsistent with section 408(a) and the related regulations will be invalid.

**Article VII**

1. This agreement will be amended as necessary to comply with the provisions of the Code and the related regulations. Other amendments may be made with the consent of the Depositor and the Custodian.

**Article VIII**

Article VIII is provided on a separate page of this document under the heading “Article VIII of the Traditional IRA Custodial Agreement and Article IX of the Roth IRA Custodial Agreement”.

## SUNWEST TRUST, INC. CUSTODIAL AGREEMENT FOR ROTH IRA ACCOUNT

### Form 5305-RA (March 2002 IRS version)

On the accompanying Application the Depositor has been named and the following has been provided: the Depositor's date of birth, the Depositor's social security (or other identifying) number, and the Depositor's address.

The name of the Custodian is: Sunwest Trust, Inc.

The address of the Custodian's is: P.O. Box 36371, Albuquerque, New Mexico, 87176

The Depositor whose name appears on the accompanying Application is establishing a Roth individual retirement account (under Section 408(a) of the Internal Revenue Code) to provide for his or her retirement and for the support of his or her beneficiaries after death. The Custodian named on the accompanying Application has given the Depositor the Disclosure Statement required under the Income Tax Regulations under Section 1.408-6. The Depositor has deposited with the Custodian an initial contribution in cash, as set forth in the accompanying Application. The Depositor and the Custodian make the following Custodial Agreement:

### Article I

1. Except in the case of a rollover contribution described in section 408A(e), a recharacterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the custodian will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

### Article II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married depositor filing jointly, between AGI of \$150,000 and \$160,000; and for a married depositor filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the custodian will not accept IRA Conversion Contributions in a tax year if the depositor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the depositor is married and files a separate return. Adjusted gross income is defined in

section 408A(c)(3) and does not include IRA Conversion Contributions.

2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

### **Article III**

1. The depositor's interest in the balance in the custodial account is nonforfeitable.

### **Article IV**

1. No part of the custodial account funds may be invested in life insurance contracts, nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund (within the meaning of section 408(a)(5)).
2. No part of the custodial account funds may be invested in collectibles (within the meaning of section 408(m)) except as otherwise permitted by section 408(m)(3), which provides an exception for certain gold, silver, and platinum coins, coins issued under the laws of any state, and certain bullion.

### **Article V**

1. If the depositor dies before his or her entire interest is distributed to him or her and the depositor's surviving spouse is not the designated beneficiary, the remaining interest will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
  - a. The remaining interest will be distributed, starting by the end of the calendar year following the year of the depositor's death, over the designated beneficiary's remaining life expectancy as determined in the year following the death of the depositor.
  - b. The remaining interest will be distributed by the end of the calendar year containing the fifth anniversary of the depositor's death.
2. The minimum amount that must be distributed each year under paragraph 1(a) above is the account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the designated beneficiary using the attained age of the beneficiary in the year following the year of the depositor's death and subtracting 1 from the divisor for each subsequent

year.

3. If the depositor's surviving spouse is the designated beneficiary, such spouse will then be treated as the depositor.

#### **Article VI**

1. The depositor agrees to provide the custodian with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

#### **Article VII**

1. Notwithstanding any other articles which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, and other published guidance will be invalid.

#### **Article VIII**

1. This agreement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear below.

#### **Article IX**

Article IX is provided on a separate page of this document under the heading "Article VIII of the Traditional IRA Custodial Agreement and Article IX of the Roth IRA Custodial Agreement".

**Article VIII of the Sunwest Trust, Inc. Custodial Agreement for Traditional IRA and Article IX of the Sunwest Trust, Inc. Custodial Agreement for Roth IRA**

**With respect to the Sunwest Trust, Inc. Custodial Agreement for Traditional IRA, the following shall be incorporated as Article VIII.**

**With respect to the Sunwest Trust, Inc. Custodial Agreement for Roth IRA, the following shall be incorporated as Article IX.**

1. *Definitions.* The following definitions shall apply to terms used in this Custodial Agreement:
  - a. **“Account”** or **“Custodial Account”** means the custodial account established hereunder for the benefit of the Depositor (or following the death of the Depositor, the Beneficiary).
  - b. **“Account Application”** or **“Application”** shall mean the online application and the accompanying instructions and documents, as may be amended from time to time, by which this Custodial Agreement is established between the Depositor (or following the death of the Depositor, the Beneficiary) and the Custodian. The statements contained therein shall be incorporated into this Custodial Agreement.
  - c. **“Account Documents”** shall mean the Application, this Custodial Agreement, the Betterment LLC Sub-Advisory Agreement, the Betterment Securities Brokerage Agreement, as they may be amended from time to time, and the instructions accompanying those documents, by which this Account is governed.
  - d. **“Agent”** shall mean Betterment Securities.
  - e. **“Authorized Agent”** means the person or persons authorized by the Depositor (or following the death of the Depositor, the Beneficiary) in a Form and Manner Acceptable to the Custodian to purchase or sell Shares in the Depositor’s (or following the death of the Depositor, the Beneficiary’s) Account and to perform the duties and responsibilities on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) as set forth under this Custodial Agreement. The Custodian shall have no duty to question the authority of any such Authorized Agent. The Custodian shall have no obligation to allow Depositor to

designate an Authorized agent.

- f. **“Beneficiary”** shall mean the person(s) or entity (including a trust or estate, in which case the term may mean the trustee or personal representative acting in their fiduciary capacity) designated as such by the Depositor (or, following the death of the Depositor, designated as such by a Beneficiary) (i) in a Form and Manner Acceptable to the Custodian and filed with the Custodian pursuant to Article VIII, Section 7 of this Custodial Agreement, or (ii) pursuant to the default provisions of Article VIII, Section 7 of this Custodial Agreement.
- g. **“Betterment”** shall mean Betterment LLC, a Delaware LLC, which is a Securities and Exchange Commission Registered Investment Adviser, and its successors or assigns.
- h. **“Betterment Securities”** shall mean MTG LLC, a New York LLC, doing business as Betterment Securities, which is a FINRA member broker-dealer, and its successors and assigns.
- i. **“Code”** shall mean the Internal Revenue Code of 1986, as amended.
- j. **“Company”** shall mean Betterment Holdings, Inc., a Delaware corporation and any affiliate or subsidiary thereof, including without limitation Betterment LLC, Betterment Securities, or any successor or affiliate thereof to which Betterment Holdings, Inc. may, from time to time, delegate or assign any or all of its rights or responsibilities under this Custodial Agreement.
- k. **“Conversion Amount”** shall mean all or any part of a distribution from an IRA other than a Roth IRA (including a SEP IRA, SARSEP IRA, or a SIMPLE IRA) deposited in a Roth IRA.
- l. **“Custodian”** shall mean Sunwest Trust, Inc. or its successors, permitted assigns, or affiliates. Custodian shall include any agent of the Custodian as duly appointed by the Custodian.
- m. **“Custodial Agreement”**, for purposes of traditional IRA accounts, means the Sunwest Trust, Inc. Custodial Agreement for Traditional IRA and the IRA Disclosure Statement included in this document, including the information and provisions set forth in any Application that goes with this Custodial Agreement, as may be amended from time to time, and for purposes of Roth IRA accounts,

means the Sunwest Trust, Inc. Custodial Agreement for Roth IRA and the IRA Disclosure Statement, including the information and provisions set forth in any Application that goes with this Custodial Agreement, as may be amended from time to time. This Custodial Agreement, including the Account Application and any designation of Beneficiary filed with the Custodian, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record or electronic imaging.

- n. **“Depositor”** means the person named in the Account Application establishing an Account for the purpose of making contributions to an individual retirement account as provided for under the Code.
- o. **“Form and Manner Acceptable to the Custodian”** shall mean any form and manner made available by the Company, including any online or electronic form and manner made available by the Company, and shall also mean any other form and manner acceptable to the Custodian. Any activity conducted through such a Form and Manner Acceptable to the Custodian which is made available by the Company, shall be treated as filed with the Custodian.
- p. **“Money Market Shares”** shall mean any Shares which are issued by a money market mutual fund.
- q. **“Shares”** shall mean shares of an exchange traded open-end management investment company (“ETF”), as well as stock, trust certificates, or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940, for which Betterment Securities serves as broker-dealer or for which Betterment LLC serves as investment adviser. Custodian reserves the right to refuse to accept and hold any specific asset other than Shares, as defined herein. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee, but such assets shall generally be held in an Account for which the records are maintained on a proprietary recordkeeping system of the Company.

2. *Investment of Contributions.* The Depositor hereby directs the Custodian to open and maintain one or more brokerage accounts with Betterment Securities or the Company, which shall be governed by the Betterment Securities Brokerage Agreement provided in this document, into which contributions to the Account shall



be invested as directed by the Depositor (“Brokerage Account”). The Depositor hereby instructs the Custodian to open and maintain one or more investment advisory accounts with Betterment or the Company, which shall be governed by the Betterment LLC Sub-Advisory Agreement provided in this document, through which Betterment or the Company shall serve as investment adviser to the Brokerage Account (“Investment Adviser Account”). Notwithstanding Section 2(c) hereof, all contributions to the account must be invested in Shares. The Custodian reserves the right to refuse to accept and hold any specific asset, including tax-free investment vehicles. Contributions shall be invested as follows:

- a. **General.** Contributions (including transfers of assets) will be invested in accordance with the Depositor’s (the Authorized Agent’s or, following the death of the Depositor, the Beneficiary’s) instructions in the Account Documents, or as the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) directs in a Form and Manner Acceptable to the Custodian, and with subsequent instructions given by the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary), as the case may be to the Custodian in a Form and Manner Acceptable to the Custodian. By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus or disclosure document for any Shares in which the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Section 19.
- b. **Initial Contribution.** As directed by the Depositor, the Custodian will invest all contributions (including transfers of assets) promptly after the receipt thereof. However, the Custodian shall not be obligated to invest the Depositor’s initial contribution (or the Beneficiary’s initial transfer of assets) to this Custodial Account as indicated on the Application, until at least seven (7) calendar days have elapsed from the date of acceptance of the Application by or on behalf of the Custodian. The Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have received a copy of the Disclosure Statement which accompanies this Custodial Agreement unless a request for revocation is made to the Custodian within seven (7) calendar days following the acceptance of the Application by or on behalf of the Custodian as evidenced by notification to the Depositor (or following the death of the Depositor, the Beneficiary) in a Form and Manner Acceptable to the Custodian.
- c. **Incomplete, Unclear or Unacceptable Instructions.** If the Custodial Account at any time contains an amount as to which investment instructions in accordance with this Section 2 have not been received by the Custodian, or if the Custodian receives instructions as to investment selection or allocation which are, in the

opinion of the Custodian, incomplete, not clear or otherwise not acceptable, the Custodian may request additional instructions from the Depositor (the Authorized Agent or the Beneficiary). Pending receipt of such instructions any amount may (i) remain uninvested pending receipt by the Custodian of clear investment instructions from the Depositor (the Authorized Agent or the Beneficiary), (ii) be invested in Money Market Shares or other core account investment vehicle, or (iii) be returned to the Depositor (or following the death of the Depositor, the Beneficiary) as the case may be, and any other investment may remain unchanged. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such amount or in implementing such instructions. Notwithstanding the above, the Custodian may, but need not, hold in cash such portion of the Account assets as shall be reasonable under the circumstances in the Custodial Account.

- d. **Minimum Investment.** Any other provision herein to the contrary notwithstanding, the Depositor (the Authorized Agent or the Beneficiary) may not direct that any part or all of the Custodial Account be invested in Shares unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.
- e. **No Duty.** The Custodian shall not have any duty to question the directions of the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) in the investment or ongoing management of the Custodial Account, including, without limitation, the Depositor's direction to open a brokerage account with Betterment Securities or open an investment advisor account with Betterment or other investment advisor, or to advise the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) regarding the purchase, retention, withdrawal, or sale of assets credited to the Custodial Account. The Custodian, or any of its affiliates, successors, agents or assigns, shall not be liable for any loss which results from the Depositor's (the Authorized Agent's or the Beneficiary's) exercise of control (whether by his or her action or inaction) over the Custodial Account, or any loss which results from any directions received from the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) with respect to IRA assets.

- 3. *Contributions by Divorced or Separated Spouses.* All alimony and separate maintenance payments received by a divorced or separated spouse, and taxable under Section 71 of the Code, shall be considered compensation for purposes of computing the maximum annual contribution to the Custodial Account, and the limitations for contributions by a divorced or separated spouse shall be the same as for any other individual.

4. *Contribution Deadlines.* The following contribution deadlines generally apply to certain transactions within your IRA.
- a. **Contributions.** The last day to make annual contributions (including catch-up contributions) for a particular tax year is the deadline for filing the Depositor's federal income tax return (not including extensions), or such later date as may be determined by the Department of the Treasury or the Internal Revenue Service for the taxable year for which the contribution relates; provided, however, the Depositor (or the Depositor's Authorized Agent) designates, in a Form and Manner Acceptable to the Custodian, the contribution as a contribution for such taxable year.
  - b. **Recharacterizations.** A contribution that constitutes a recharacterization of a prior IRA or Roth IRA contribution for a particular tax year must be made by the deadline for filing the Depositor's income tax return (including extensions) for such tax year or such later date as authorized by the IRS.

Contributions must be received by the Custodian prior to the deadline for a given tax year in order to be applied to that tax year. The Depositor understands and agrees that Contributions must be made in a Form and Manner Acceptable to the Custodian, and the Custodian may limit contribution methods to ACH transactions or other forms of transaction that entail waiting periods, often a week or longer between the initiation of such deposits and the receipt thereof by the Custodian. The Custodian will not be responsible under any circumstances for any waiting periods for transaction completion nor for the timing, purpose or propriety of any contribution nor shall the Custodian incur any liability for any tax, penalty, or loss imposed on account of any contribution.

5. *Rollover Contributions.* The Custodian may, but is not required to, accept for the Depositor's Custodial Account in a Form and Manner Acceptable to the Custodian all rollover contributions which consist of cash, and it may, but shall be under no obligation to, accept all or any part of any other property permitted as an investment under Code Section 408. The Depositor (or the Depositor's Authorized Agent) shall designate in a Form and Manner Acceptable to the Custodian each rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed rollover contribution qualifies as a rollover contribution within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3), and/or 457(e)(16) of the Code. The Depositor (or the Depositor's Authorized Agent) shall provide any information the Custodian may require to properly allocate rollover contributions to the Depositor's Account(s). Submission by or on behalf of a Depositor of a rollover contribution consisting of assets other than cash or property permitted as an investment under this Article VIII shall be deemed to be the instruction of the Depositor to the Custodian that, if such rollover contribution is accepted, the Custodian will use its best efforts to sell those assets for

the Depositor's Account, and to invest the proceeds of any such sale in accordance with Section 2. The Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 2; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage, investment adviser, and other costs incidental to the sale or attempted sale of such property will be charged to the Custodial Account in accordance with Section 19 hereof. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any rollover from another trustee or custodian that is due to circumstances reasonably beyond the control of the Custodian. It shall be the Depositor's responsibility to ensure that any minimum distribution required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations is made prior to giving the Custodian such rollover instructions.

6. *Reinvestment of Earnings.* Distributions or earnings of every nature received in respect of the assets in a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account shall be reinvested as instructed pursuant to Section 2. In the absence of other instructions pursuant to Section 2, distributions of every nature received in respect of the assets in a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account shall be reinvested as follows:
  - a. in the case of a distribution in respect of Shares which may be received, at the election of the shareholder, in cash or in additional Shares, the Custodian shall elect to receive such distribution in cash;
  - b. in the case of a cash distribution which is received in respect of Shares, the Custodian shall reinvest such cash in additional Shares of that ETF or entity;
  - c. in the case of any other distribution of any nature received in respect of assets in the Custodial Account, the distribution shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) instructions pursuant to Section 2.

7. *Designation of Beneficiary.*

A Depositor may designate a Beneficiary for his or her Account as follows:

- a. **General.** A Depositor (or following the death of the Depositor, the Beneficiary) may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Depositor (or following the death of the Depositor, the Beneficiary) in a Form

and Manner Acceptable to the Custodian, and filed with the Custodian; provided, however, that such designation, or change or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than nine months after the death of the Depositor (or following the death of the Depositor, the Beneficiary), and provided, further, that such designation, change or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to an inherited IRA or Beneficiary Distribution Account) prior to the Custodian's receipt and acceptance of such designation, change, or revocation. Subject to Sections 9 and 10 below, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Depositor (or following the death of the Depositor, the Beneficiary) under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred. The latest such designation or change or revocation shall control except as determined by applicable law. If the Depositor had not by the date of his or her death properly designated a Beneficiary in accordance with the preceding sentence, or if no designated primary or contingent Beneficiary survives the Depositor, the Depositor's Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, his or her estate. If the Depositor designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving Beneficiary(ies), as applicable, in equal shares. Unless otherwise designated by the Depositor in a Form and Manner Acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Account assets for which that deceased Beneficiary is entitled will be divided equally among the surviving primary and contingent Beneficiary(ies), as applicable. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of the Depositor's death, the distribution options and tax treatment available to such Beneficiary may be more restrictive. Unless otherwise designated by the Depositor in a Form and Manner Acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Depositor's death, payment of the Depositor's Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor. If a Beneficiary does not predecease the Depositor but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to a Beneficiary or Beneficiaries designated by such Beneficiary(ies) as his or her successor Beneficiary in a Form and Manner Acceptable to the Custodian and filed with the Custodian; provided, however, that such designation must be received and accepted by the Custodian in accordance with this

section. If no proper designation has been made by such Beneficiary in accordance with this section, distributions will be made to such Beneficiary's estate. Notwithstanding any provision of this Custodial Agreement to the contrary, for purposes of distributions calculated and requested pursuant to Article IV, the designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor. Notwithstanding any provision of this Custodial Agreement to the contrary, unless otherwise designated by the Depositor (or following the death of the Depositor, by a Beneficiary) in a Form and Manner Acceptable to the Custodian, when used in this Custodial Agreement or in any designation of Beneficiary received and accepted by the Custodian, the term "per stirpes" shall be construed as follows: if any primary or contingent Beneficiary, as applicable, does not survive the Depositor (or following the death of the Depositor, the Beneficiary), but leaves surviving descendants, any share otherwise payable to such beneficiary shall instead be paid to such beneficiary's surviving descendants by right of representation. In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the estate of the Depositor, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries.

- b. **Minors.** If a distribution upon the death of the Depositor (or following the death of the Depositor, the Beneficiary) is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all, or any part of the distribution to (i) a parent of such person, (ii) the guardian, conservator, or other legal representative, wherever appointed, of such person, (iii) a custodial account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act, (iv) any person having control or custody of such person, or (v) to such person directly. Notwithstanding anything in this Custodial Agreement to the contrary, if the Account is established for a minor under the provisions of either the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (to the extent permitted by the Custodian), the beneficiary of such Account while so established and maintained shall be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.
- c. **Judicial Determination.** Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination which shall be binding on all parties claiming any interest in the Account. In such event all court costs, legal expenses, reasonable

compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article VIII, Section 18.

- d. **No Duty.** The Custodian shall not have any duty to question the directions of a Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) as to the time(s) and amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with Section 408(a)(6), Section 401(a)(9), Section 2056(b)(7) or Section 2056A of the Code.
  
  - e. **Special Distribution Rules Relating to Required Minimum Distribution Rules by Beneficiaries and Special Provisions for an Inherited IRA(s).** The Attachment “Required Minimum Distributions” is hereby incorporated into this Custodial Agreement.
8. *Payroll Deduction.* Subject to approval of the Custodian, a Depositor may choose to have contributions to his or her Custodial Account made through payroll deduction if the Account is maintained as part of a program or plan sponsored by the Depositor’s employer, or if the employer otherwise agrees to provide such service. In order to establish payroll deduction, the Depositor must authorize his or her employer to deduct a fixed amount or percentage from each pay period’s salary up to the maximum annual IRA contribution limit per year, unless such contributions are being made pursuant to a Simplified Employee Pension Plan described under Section 408(k) of the Code, in which case, contributions can be made up to the maximum annual percentage limit of the Depositor’s earned compensation (subject to the contribution limits as described in Section 402(h)(2) and the compensation limits as described in Section 401(a)(17), 404(l) and 408(k) of the Code). Contributions to a Custodial Account of the Depositor’s spouse may be made through payroll deduction if the employer authorizes the use of payroll deductions for such contributions, but such contributions must be made to a separate Account maintained for the benefit of the Depositor’s spouse. The Custodian shall continue to receive for the Depositor’s Account payroll deduction contributions until such time as the Depositor’s instruction to his or her employer (with reasonable advance notice) causes such contributions to be modified or to cease.
9. *Transfers to or from the Account.* Assets held on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) in another IRA may be transferred by the trustee or custodian thereof directly to the Custodian, in a Form and Manner Acceptable to the Custodian, to be held in the Custodial Account for the Depositor (or following the death of the Depositor, the Beneficiary) under this Custodial Agreement. The Custodian

has no duty to accept such assets and will not be responsible for any losses the Depositor (or following the death of the Depositor, the Beneficiary) may incur as a result of the timing of any transfer from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. The Depositor (or following the death of the Depositor, the Beneficiary) shall be responsible for ensuring that any transfer of another IRA by the trustee or custodian thereof directly to the Custodian is in compliance with the terms and conditions of the instrument governing the IRA of the transferor trustee or custodian, the Code and any related rules, regulations and guidance issued by the Internal Revenue Service.

Assets held on behalf of the Depositor (or following the death of the Depositor, the Beneficiary) in the Account may be transferred directly to a trustee or custodian of another IRA established for the Depositor (or following the death of the Depositor, the Beneficiary), if so directed by the Depositor (or following the death of the Depositor, the Beneficiary) in a Form and Manner Acceptable to the Custodian; provided, however, that it shall be the Depositor's (or following the death of the Depositor, the Beneficiary's) responsibility to ensure that the transfer is permissible and any minimum distributions required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations is satisfied.

10. *Distributions from the Account.* Distributions from the Account will be made only upon the request of the Depositor (or, with the prior consent of the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary) to the Custodian in a Form and Manner Acceptable to the Custodian, and will generally be included in the gross income of the recipient to the extent required by law.

- a. Notwithstanding this Section 10 and Section 18 below, the Custodian is empowered to make distributions absent the Depositor's (the Authorized Agent or after the death of the Depositor, the Beneficiary) direction if directed to do so pursuant to a court order or levy of any kind, or in the event the Custodian resigns or is removed as Custodian. In such instance, neither the Custodian nor the Company shall in any event incur any liability for acting in accordance with such court order or levy, or with the procedures for resignation or removal in Section 27 below. For distributions requested pursuant to Article IV, life expectancy shall be calculated based on information provided by the Depositor (or with the prior consent of the Custodian, the Authorized Agent or, following the death of the Depositor, the Beneficiary) using any applicable distribution period from tables prescribed by the IRS in regulations or other guidance. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article IV, unless specifically required to by the IRS. Notwithstanding the foregoing, at the direction of the Depositor (or following the death of the Depositor, the Beneficiary), and with the consent of the Custodian, the Custodian may perform calculations in connection with such distributions. The Custodian shall not incur any liability for errors in any such calculations as a



result of reliance on information provided by the Depositor (or with the prior consent of the Custodian, the Authorized Agent or, following the death of the Depositor, the Beneficiary).

- b. Without limiting the generality of the foregoing, the Custodian is not obligated to make any distribution, including a minimum required distribution as specified in Article IV above, absent a specific direction from the Depositor (or with the prior consent of the Custodian, the Authorized Agent or, following the death of the Depositor, the Beneficiary) to do so in a Form and Manner Acceptable to the Custodian, and the Custodian may rely, and shall be fully protected in so relying, upon any such direction. The Custodian will not, under any circumstances, be responsible for the timing, purpose or propriety of any distribution made hereunder, nor shall the Custodian incur any liability or responsibility for any tax or penalty imposed on account of any distribution or failure to make a required distribution.
- c. If the Depositor indicated a distribution is because of a disability or death or a substantially equal periodic payment, then, as required by the Custodian, the Depositor must provide the Custodian with necessary verification in in a Form and Manner Acceptable to the Custodian. Unless you instruct us in writing otherwise.
- d. Reference is made to the Attachment "Required Minimum Distributions".

#### 11. *Conversion of Distributions from the Account.*

Generally, the Depositor may convert any or all distributions from the Account, for deposit into a Roth IRA ("Conversion Amount(s)"). However, any minimum distribution from the Account required by Sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations for the year of the conversion cannot be converted to a Roth IRA. The Depositor (or the Depositor's Authorized Agent) shall designate in a Form and Manner Acceptable to the Custodian each Conversion Amount as such to the Custodian and by such designation shall confirm to the Custodian that a proposed Conversion Amount qualifies as a conversion within the meaning of Sections 408A(c)(3), 408A(d)(3) and 408A(e) of the Code, except that any conversion contribution shall not be considered a rollover contribution for purposes of Section 408(d)(3)(B) of the Code relating to the one rollover per year rule. Conversions must generally be made by December 31 of the year to which the conversion relates. Conversions made via a 60-day rollover must be deposited in a Roth IRA within 60 days.

- #### 12. *Recharacterization of Contributions.*
- Annual contributions or conversion contributions held on behalf of the Depositor in a Roth IRA may be transferred ("recharacterized") via a trustee-to-trustee transfer to the Custodian, in a Form and Manner Acceptable to the Custodian, to be held in the Custodial Account for the Depositor under this Custodial Agreement. The Custodian will not be responsible for any penalties or losses the

Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian.

Annual contributions held on behalf of the Depositor in the Account may be transferred (“recharacterized”) via a trustee-to-trustee transfer to a trustee or custodian of a Roth IRA established for the Depositor, if so directed by the Depositor (or the Depositor’s Authorized Agent) in a Form and Manner Acceptable to the Custodian. It shall be the Depositor’s responsibility in all cases to ensure that the recharacterization is permissible and satisfies the requirements of Code Section 408A and any related regulations, and any other applicable guidance issued by the Internal Revenue Service.

A contribution that constitutes a recharacterization of a prior contribution or conversion must be made by the deadline for filing the Depositor’s income tax return for the year the contribution or conversion, as applicable, relates or such later date as authorized by the IRS.

13. *Actions in the Absence of Specific Instructions.* If the Custodian receives no response to communications sent to the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) at the Depositor’s (the Authorized Agent or following the death of the Depositor, the Beneficiary’s) last known address, including an electronic address of the Depositor or the Beneficiary in the records of the Custodian, as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Depositor (or following the death of the Depositor, the Beneficiary) is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Custodial Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Depositor (or following the death of the Depositor, the Beneficiary). Any determinations so made shall be binding on all persons having or claiming any interest under the Custodial Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian’s good faith decision to await additional information or evidence.
14. *Assignment Rights.* The Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) or anyone else may not borrow from the Account, or pledge any portion of it as security or otherwise assign or create a lien on any part of the Account.
15. *Instructions, Notices, and Communications.* All instructions, notices, or communications, written or otherwise, required to be given by the Custodian to the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have been given when delivered or provided to the last known address, including an electronic

address of the Depositor or the Beneficiary in the records of the Custodian. All instructions, notices, or communications, written or otherwise, required to be given by the Depositor (or following the death of the Depositor, the Beneficiary) to the Custodian shall be mailed, delivered or provided to the Custodian care of Betterment via the designated mailing address of Betterment, including an electronic address if authorized or required by Betterment, as specified by Betterment, unless otherwise specified by the Custodian, and no such instruction, notice, or communication shall be effective until the Custodian's actual receipt thereof.

16. *Effect of Instructions, Notices, and Communications.*

- a. **General.** The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon, any instructions, notices, communications or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proved by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record or electronic imaging. For purposes of this Custodial Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proved by audio recorded tape, data file or electronic record maintained by the Custodian, or other means acceptable to the Custodian, as the case may be.
- b. **Incomplete or Unclear Instructions.** If the Custodian receives instructions or other information relating to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions or other information from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary). Pending receipt of any such instructions or other information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such instructions or information from a Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) relating to his or her Custodial Account or to otherwise advise the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) regarding any matter relating thereto.

17. *Tax Matters.*

- a. **General.** The Custodian shall submit required reports to the Internal Revenue Service and the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary); provided, however, that such individual shall prepare any return or report required in connection with maintaining the Account, or as a result of liability incurred by the Account for tax on unrelated business taxable income.
- b. **Annual Report.** As required by the Internal Revenue Service, the Custodian shall deliver to the Depositor (or following the death of the Depositor, the Beneficiary) a report(s) of certain transactions effected in the Custodial Account and the fair market value of the assets of the Custodial Account as of the close of the prior calendar year. Unless the Depositor (the Authorized Agent or following the death of the Depositor, the Beneficiary) sends the Custodian written objection to a report within ninety (90) days of receipt, the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s). The Company shall not incur any liability in the event the Custodian does not satisfy its obligations as described herein.
- c. **Tax Withholding.** Any distributions from the Custodial Account may be made by the Custodian net of any required tax withholding. If permitted by the Custodian, any distributions from the Custodial Account may be made net of any voluntary tax withholding requested by the Depositor (or, if permitted by the Custodian, the Authorized Agent, or, following the death of the Depositor, the Beneficiary). The Custodian shall be under no duty to withhold any excise penalty which may be due as a result of any transaction in the Custodial Account.

18. *Spendthrift Provision.* Subject to Section 10 above, any interest in the Account shall generally not be transferred or assigned by voluntary or involuntary act of the Depositor (or, following the death of the Depositor, the Beneficiary) or by operation of law; nor shall any interest in the Account be subject to alienation, assignment, garnishment, attachment, receivership, execution, or levy except as required by law. However, this Section 18 shall not in any way be construed to, and the Custodian is in no way obligated or expected to, commence or defend any legal action in connection with this Custodial Agreement or the Custodial Account. Commencement of any such legal action or proceeding or defense shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary) unless agreed upon by the Custodian and the Depositor (or following the death of the Depositor, the Beneficiary), and unless the Custodian and the Company are fully indemnified for doing so to the Custodian's and the Company's satisfaction. Notwithstanding the foregoing, in the

event of a property settlement between a Depositor (or following the death of the Depositor, the Beneficiary) and his or her former spouse pursuant to which the transfer of a Depositor's (or following the death of the Depositor, the Beneficiary's) interest hereunder, or a portion thereof, is incorporated in a divorce decree or in an instrument, written or otherwise, incident to such divorce or legal separation, then the interest so decreed by a court to be the property of such former spouse shall be transferred to a separate Custodial Account for the benefit of such former spouse, in accordance with Section 408(d)(6) of the Code and Section 10 above. In the event the Custodian is directed to distribute assets from the Custodial Account pursuant to a court order or levy, the Custodian shall do so in accordance with such order or levy and Section 10 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

19. *Fees and Expenses.*

- a. **General.** The fees of the Custodian for performing its duties hereunder shall be in such amount as it shall establish from time to time, as communicated on the Custodial Fee Schedule which accompanies this Custodial Agreement, or in some other Form and Manner Acceptable to the Custodian. All such fees, as well as expenses (such as, without limitation, brokerage commissions upon the investment of funds, fees for special legal services, taxes levied or assessed, or expenses in connection with the liquidation or retention of all or part of a rollover contribution), shall be collected by the Custodian from cash available in the Custodial Account, or if insufficient cash shall be available, by sale, or withdrawal of sufficient assets in the Custodial Account and application of the sales proceeds, or funds withdrawn, to pay such fees and expenses. Alternatively, but only with the consent of the Custodian, fees and expenses may be paid directly to the Custodian by the Depositor (the Authorized Agent or following the death of the Depositor, the Beneficiary) by separate check.
- b. **Investment Management Fees.** The Depositor (or, following the death of the Depositor, the Beneficiary) hereby directs the Custodian to disburse from the Custodial Account payment to the Company for investment advisory, brokerage, or other services the Company may provide to the Account and the assets held therein. The Custodian shall, upon additional direction from the Depositor (or, following the death of the Depositor, the Beneficiary's) disburse from the Account payment to any other registered investment advisor for any fees for financial advisory services rendered by such registered investment adviser with regard to the assets held in the Account; any such additional direction must be provided in a Form and Manner Acceptable to the Custodian. The Custodian shall not incur any liability for executing any such direction as provided by this paragraph. The Custodian shall be entitled to rely conclusively upon, and shall

be fully protected in any action or non-action taken in full faith reliance upon any such fee disbursement direction. The Depositor hereby acknowledges and agrees that the Custodian may receive compensation from the Company for services the custodian provides to the Company and the Account.

- c. **Sale of Assets/Withdrawal of Funds.** Whenever it shall be necessary in accordance with this Section 19 to sell assets, or withdraw funds, in order to pay fees or expenses, the Custodian may sell, or withdraw, any or all of the assets credited to the Custodial Account at that time, and shall invest the portion of the sales proceeds/funds withdrawn remaining after collection of the applicable fees and expenses therefrom in accordance with Section 2. The Company or Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.
20. *Escrow.* With the consent of the Custodian, the Custodial Account may serve as an escrow arrangement to hold restricted distributions from defined benefit plans pursuant to applicable Income Tax Regulations. In such event, the Custodian will act in accordance with an escrow agreement acceptable to it and pursuant to which it will only act upon the direction of the trustee of the distributing plan with respect to distributions from the Account. Such agreement will remain in place until the trustee of the distributing plan releases the Custodian from such escrow agreement.
21. *Voting with Respect to Securities.* The Custodian shall deliver to the Depositor (or, following the death of the Depositor, the Beneficiary) all prospectuses and proxies that may come into the Custodian's possession by reason of its holding of Shares in the Custodial Account. The Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) may direct the Custodian as to the manner in which any Shares held in the Custodial Account shall be voted with respect to any matters as to which the Custodian as holder of record is entitled to vote, coming before any meeting of shareholders of the corporation which issued such securities, or of holders of interest in the corporation or entity which issued such Shares. All such directions shall be in a Form and Manner Acceptable to the Custodian, and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those securities and Shares with respect to which it has received timely directions from the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary); provided however, that by establishing (or having established) the Custodial Account the Depositor (or following the death of the Depositor, the Beneficiary) authorizes the Custodian to vote any held in the Custodial Account on the applicable record date, for which no timely instructions are received, in the same proportions as the Custodian has been instructed to vote the Shares held in the Custodial Accounts for which it has received timely instructions, but effective solely

with respect to votes before January 1, 2003, only to the extent that such vote is necessary to establish a quorum.

22. *Sale of Custodian-Successor Custodian.* If another institution should purchase the Custodian, or any of the Custodian's IRA deposits, or the Custodian elects to change its corporate structure via a merger, consolidation or name change, then the Depositor (or, following the death of the Depositor, the Beneficiary) hereby consent that the purchasing entity or the resulting corporate entity will be the successor custodian of the Account with all duties and rights as listed herein.
  
23. *Express Duty to Notify the Custodian When the Depositor Becomes an Expatriate.* The Depositor (or, following the death of the Depositor, the Beneficiary) acknowledges that he or she has the express duty to notify the Custodian of the expatriation date when he or she become an expatriate or covered expatriate. In general, an expatriate is either a United States citizen who has relinquished his or her citizenship or is a long term resident who ceases residence in the United States. The Depositor (or, following the death of the Depositor, the Beneficiary) agrees to complete such administrative forms as the Custodian believes necessary in the event of expatriation. In the Custodian's sole discretion, the Custodian will have the right to deduct and pay from your IRA assets any amount which reasonably might be owed to the United States Treasury regarding expatriation.
  
24. *Limitations on Custodial Liability and Indemnification.* Neither the Custodian, the Company nor any agent or affiliate thereof provides tax or legal advice. Because IRAs are so influenced by tax laws, the Depositor expressly acknowledges that he or she should consult with his or her attorney or tax advisor before making almost any IRA transaction. The Depositor is responsible for the tax consequences of any contribution or distribution, including rollovers, transfers, recharacterizations, excess contributions, and prohibited transactions. The Depositor acknowledges that he or she has not relied upon the Custodian, the Company nor any agent or affiliate thereof for any advice concerning such tax consequences. The Depositor (or following the death of the Depositor, the Beneficiary) and the Custodian intend that the Custodian shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the Account and the Custodian shall not be responsible in any way for the purpose, propriety, or tax treatment of any contribution, or of any distribution, or any other action or nonaction taken pursuant to the Depositor's direction (or that of the Authorized Agent or, following the death of the Depositor, the Beneficiary). The Depositor (or following the death of the Depositor, the Beneficiary) who directs the investment of his or her Account shall bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to

sell an illiquid investment, or the generation of unrelated business taxable income with respect to an investment.

Unless the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) sends the Custodian written objection to any statement, notice, confirmation, or report within ninety (90) days of receipt from the Custodian, the Depositor (the Authorized Agent or the Beneficiary) shall be deemed to have approved of such statement, notice, confirmation, or report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such statement, notice, confirmation, or report(s).

To the fullest extent permitted by law, the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) shall at all times fully indemnify and save harmless the Custodian, the Company, and their agents, affiliates, successors, and assigns and their officers, directors, and employees, from any and all liability arising from the Depositor's (the Authorized Agent's or, following the death of the Depositor, the Beneficiary's) direction under this account and from any and all other liability whatsoever which may arise in connection with this Custodial Agreement except liability arising from gross negligence or willful misconduct on the part of the indemnified person. The Custodian shall not have any responsibility or liability for the actions or inactions of any successor or predecessor custodian of this Account.

25. *Delegation to Agents.* The Custodian may delegate to one or more entities the performance of recordkeeping, ministerial, and other services in connection with the Custodial Account, for a reasonable fee (to be paid by the Custodian and not by the Custodial Account). Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian named in the Application or its successor serves as Custodian or otherwise deems appropriate. Without limiting the foregoing, the Depositor hereby appoints Betterment Securities as an agent of the Custodian to perform administrative services, including the receipt of funds for contributions to the Account and the disbursement of funds for distributions from the Account.

Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Depositor (or, following the death of the Depositor, the Beneficiary), the Custodian may, in its discretion, establish procedures pursuant to which the Depositor (or following the death of the Depositor, the Beneficiary) may delegate, in a Form and Manner Acceptable to the Custodian, to a third party any or all of the Depositor's (or following the death of the Depositor, the Beneficiary's) powers



and duties hereunder. Any such third party to whom the Depositor (or following the death of the Depositor, the Beneficiary) has so delegated powers and duties shall be treated as the Depositor (or following the death of the Depositor, the Beneficiary) for purposes of applying the preceding sentences of this paragraph and the provisions of this Custodial Agreement.

26. *Amendment of Custodial Agreement.* The Custodian may amend this Custodial Agreement in any respect at any time (including retroactively), so that it may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Custodial Agreement as the Custodian deems advisable. The Custodial Agreement, as amended, shall be posted on the website of Betterment and/or Betterment Securities and the Depositor agrees to check those websites for updates and amendments to this Custodial Agreement. The Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) may terminate this Custodial Account and distribute the proceeds, as so directed by the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary), and the Depositor understands that by continuing to maintain the Account without objecting to revised terms of this Custodial Agreement, the Depositor is accepting the terms of the revised Custodial Agreement and will be legally bound by its terms and conditions. The Custodian may, but is not obligated to, deliver the Depositor (or, following the death of the Depositor, the Beneficiary) at his or her last known address, including an electronic address (as shown in the records of the Custodian) a copy of such amendment or a restatement of this Custodial Agreement.
27. *Resignation or Removal of Custodian.* The Company may remove the Custodian at any time, and the Custodian may resign at any time, upon thirty (30) days notice to the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary). Upon the removal or resignation of the Custodian, the Company may, but shall not be required to, appoint a successor custodian under this Custodial Agreement; provided that any successor custodian shall satisfy the requirements of Section 408(a)(2) of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Custodial Account, to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Custodial Account, or on or against the Custodian or the Company. The Custodian shall not be liable for the acts or omissions of any predecessor or successor to it. Upon acceptance of such appointment, a successor custodian shall be vested with all authority, discretionary or otherwise, of the Custodian pursuant to this Custodial Agreement. If no successor custodian is appointed by the Company, the Custodial Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to

the Depositor (or, following the death of the Depositor, the Beneficiary). The Depositor may not remove the Custodian from the Custodial Account but may terminate the Custodial Account pursuant to Section 28 hereof.

28. *Termination of the Custodial Account.* The Depositor (or, following the death of the Depositor, the Beneficiary) may terminate the Custodial Account at any time upon notice to the Custodian in a Form and Manner Acceptable to the Custodian. Upon such termination, the Custodian shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another individual retirement account (within the meaning of Section 408 of the Code) or other retirement plan designated by the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) as described in Article VIII, Section 9. The Custodian shall not be liable for losses arising from the acts, omissions, delays, or other inaction of any such transferee custodian or trustee. If notice of the Depositor's (or, following the death of the Depositor, the Beneficiary's) intention to terminate the Custodial Account is received by the Custodian and the Depositor (or following the death of the Depositor, the Beneficiary) has not designated a transferee custodian or trustee for the assets in the Account, then the Account, reduced by any unpaid fees or expenses, will be distributed to the Depositor (or, following the death of the Depositor, the Beneficiary).

29. ***Governing Law.*** This Custodial Agreement, and the duties and obligations of the Company and the Custodian under this Custodial Agreement, shall be construed, administered, and enforced according to the laws of the State of New York, except as superseded by federal law or statute.

30. *When Effective.* This Custodial Agreement shall not become effective until acceptance of the Application by or on behalf of the Custodian at its principal office, as evidenced by a notice to the Depositor (or following the death of the Depositor, the Beneficiary).

31. ***Electronic Delivery of Documents.*** The Depositor acknowledges receipt and acceptance of the "Consent to Electronic Delivery of Documents from Betterment and Betterment Securities" which is attached hereto and hereby agrees that the "Consent to Electronic Delivery of Documents from Betterment and Betterment Securities" shall additionally apply to this Custodial Agreement and all matters relating to it, including Account documents provided to the Depositor by the Custodian. All written notices to any party under this Custodial Agreement shall be sent to such party in electronic form either through website, designated email addresses, or other forms of electronic

communication. Notwithstanding the above, the Custodian may occasionally require certain communications from the Client to be sent in non-electronic form.

**32. ARBITRATION AGREEMENT AND DISCLOSURES. In the event a claim or dispute of any kind or nature arises between the Depositor and Custodian, including the scope of this arbitration clause, it shall be resolved by arbitration conducted in Albuquerque, New Mexico, as follows:**

- a. **Either party may submit the matter to arbitration by serving a complaint on the other party that sets forth the nature of the claim. Service may be made by certified mail to the designee. The parties shall mutually select an arbitrator who shall be a retired judge or an attorney licensed to practice law in the state of New Mexico, and shall have not less than ten years of experience in servicing as arbitrator or judge in disputes or litigation concerning the subject matter of the dispute.**
- b. **The arbitrator shall conduct an evidentiary hearing and issue a final award within 180 days of his or her appointment. The arbitrator shall be bound to follow and apply the substantive law of the state of New Mexico, and the procedural and evidentiary rules of the state of New Mexico in effect at the time of any arbitration proceeding hereunder.**
- c. **The arbitrator shall award reasonable attorney's fees and costs of arbitration to the prevailing party.**
- d. **If the parties cannot agree upon the appointment of an arbitrator, either party may file a petition in the Second Judicial District Court to appoint an arbitrator.**

**NOTE: THE DEPOSITOR ACKNOWLEDGES RECEIPT OF A COPY OF THIS CUSTODIAL AGREEMENT, INCLUDING THE ARBITRATION CLAUSE LOCATED AT SECTION 32 OF THIS BROKERAGE AGREEMENT.**

## **ADDITIONAL PROVISIONS OF THE SUNWEST TRUST, INC. CUSTODIAL AGREEMENT**

### **AGREEMENT**

If more than one, all Depositor principals to this Custodial Agreement must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

This Custodial Agreements shall be dated as of the time Depositor enters electronic signature.

Depositor's name and electronic signature shall be incorporated by reference to fields through the sign-up process within the Website (as defined within the Betterment LLC Sub-Advisory Agreement).

Custodian approval shall be incorporated by reference to fields captured by Custodian's software systems.

**ATTACHMENT TO THE SUNWEST TRUST CUSTODIAL AGREEMENT FOR TRADITIONAL IRA  
ACCOUNTS**

**REQUIRED MINIMUM DISTRIBUTIONS**

- a. *Required Minimum Distributions.* The Depositor is required to establish a periodic distribution schedule for a distribution amount which equals or exceeds the Depositor's required minimum distribution amount for the year the Depositor attains age 70½ and each subsequent year. Unless the Depositor otherwise instructs the Custodian in a Form and Manner Acceptable to the Custodian, the Depositor hereby authorizes the Custodian to have funds in the amount of the Depositor's required distribution as determined by IRS rules deposited into any non-IRA brokerage account maintained with an affiliate of the Company, on or before December 31 of each year. If the depositor does not maintain such a non-IRA brokerage account with an affiliate of the Company the Depositor hereby authorizes the Custodian to have such funds transferred from the Account via ACH transaction to a checking or savings account maintained by the Depositor that is established to receive ACH transfers from the Company. If the depositor does not maintain such a non-IRA brokerage account with an affiliate of the Company, and does not maintain such a non-IRA checking or savings account that is properly established to receive ACH transfers from the Company, then the Depositor hereby grants the Custodian the authority to establish a non-IRA savings account to receive the Depositor's required minimum distribution. The Custodian shall have the authority but not the duty to distribute this annual required distribution amount from the Account or take any other action authorized in this paragraph. The Depositor is solely responsible for ensuring that the required minimum distributions occur on a timely basis.
- b. *Special Distribution Rules to Ensure Compliance with Required Minimum Distribution Rules by Beneficiaries and Special Provisions for an Inherited IRA(s).* The Depositor agrees to inform any Beneficiary that he or she is the Depositor's beneficiary and the Depositor must inform the Custodian of the Depositor's death in a Form and Manner Acceptable to the Custodian. The Custodian has the right to require the Beneficiary(ies) furnish the Custodian with a certified copy of the Depositor's death certificate or other documentation as the Custodian may require to verify the Depositor's death.

After the Depositor's death, there are rules which mandate that IRA funds be distributed to the Beneficiary(ies) on or before certain time deadlines. The time deadlines which will apply will depend upon whether the Depositor died before or on/after the required beginning date and which available option the Beneficiary elects. These deadlines are explained in the IRA Disclosure Statement.

Upon the Depositor's death, the Custodian has the authority but not the duty to convert the Account into one or more inherited IRAs. The number of inherited IRAs to be created depends upon the number of primary Beneficiaries alive as of the date of the Depositor's death. There will be an inherited IRA created for each such Beneficiary. The following rules will govern such inherited IRAs. These rules are in addition to the other rules of this agreement and will govern if there is a conflict.

- i. The Depositor agrees that the Custodian has the right but not the obligation to establish an inherited IRA account for each beneficiary on the Custodian's data processing system, even before a Beneficiary instructs the Custodian how he or she will take withdrawals. Such an established inherited IRA will be governed by an agreement which shall take the same form as this Custodial Agreement, as amended from time to time, with the established inherited IRA being treated as the Account thereunder. The custodian will have the authority to move the funds from the Account to one or more new established inherited IRA accounts. The Custodian will have the right, if necessary, because of data processing or administrative requirements to surrender the Brokerage Account which comprised the Account and establish new ones for the inherited IRAs.
- ii. The Custodian will transfer an inherited IRA to another IRA custodian or trustee, but may require the requesting beneficiary and the receiving IRA custodian/trustee furnish the Custodian, in a Form and Manner Acceptable to the Custodian, with a special transfer of inherited IRA administrative form that clearly acknowledges is the status of the "inherited IRA" which is being transferred. Inherited IRAs are not eligible to be rolled over unless the beneficiary is a spouse who is the sole beneficiary.
- iii. Each Beneficiary will be required to instruct the Custodian, in a Form and Manner Acceptable to the Custodian, to how he or she will withdraw funds from his or her inherited IRA so that the required minimum distributions rules applicable to inherited IRAs will be satisfied. A spouse Beneficiary will be deemed to have elected the life-distribution rule unless the Beneficiary expressly elects, in a Form and Manner Acceptable to the Custodian, the five-year rule on or before December 31 of the year following the year of your death. A nonspouse Beneficiary will also be deemed to have elected the life distribution rule unless the Beneficiary expressly elects, in a Form and Manner Acceptable to the Custodian, the five-year rule on or before December 31 of the year following the year of your death. Any Beneficiary shall be solely responsible to make sure that required distributions take place on a timely basis so the 50% excise tax of Code section 4974(a) will not apply. A nonspouse Beneficiary is reminded that he or she has no rollover rights with respect to a distribution from an inherited IRA.

- iv. A Beneficiary who wishes to disclaim his or her interest must do so within nine months of the Depositor's death and must comply with the requirements of Code section 2518 and applicable state law. A Beneficiary may be required to furnish the Custodian, in a Form and Manner Acceptable to the Custodian, a written disclaimer as prepared by the Beneficiary's attorney.

**ATTACHMENT TO THE SUNWEST TRUST CUSTODIAL AGREEMENT FOR TRADITIONAL IRA  
ACCOUNTS**

**REQUIRED MINIMUM DISTRIBUTIONS**

*This Attachment is left intentionally blank.*



## **CUSTODIAL FEE SCHEDULE**

In accordance with Article VIII, Section 19(a) of the Sunwest Trust Traditional IRA Custodial Agreement and Article IX, Section 19(a) of the Sunwest Trust Roth IRA Custodial Agreement, this Custodial Fee Schedule hereby provides that there shall be no fee charged by Custodian to the Account for Custodial services provided by the Custodian.

## Sunwest Trust, Inc. Self-Directed IRA Account Holder Disclosure and Hold Harmless

**Important!** This form contains important disclosures about your duties and responsibilities with regard to opening a Self-Directed Individual Retirement Account with Sunwest Trust, Inc. as your custodian. **You are responsible for the investment of all assets within your account. These investments may involve a high degree of risk. Sunwest Trust will make no investigation or conduct due diligence reviews as to the viability or safety of the investments that you select. You should seek the advice of legal counsel and other professional advisors with respect to your investments. Read this entire form carefully before you submit your consent to it! By signing this form you consent to all terms and provisions shown on all pages.**

**The Accountholder, who's name and identifying information is provided on the accompanying online application, hereby acknowledges and consents to the following:**

By this document and a Traditional/Roth plan agreement, I am naming Sunwest Trust, Inc. custodian for my self-directed IRA. In directing this action, I hereby make the following certifications in accordance with my Sunwest Trust, Inc. custodial account agreement:

1. I understand the requirements put forth by the IRS to establish an IRA and certify that I am eligible to establish a Traditional/Roth IRA. Furthermore, I understand that it is not the responsibility of Sunwest Trust to advise me as to the deductibility or non-deductibility of any contributions to my account. The reporting of my contributions and how they are handled are completely up to me.

2. I understand that my Account is self-directed. This means that I am responsible for the selection, management, and retention of all investments held within my Account. I understand that Sunwest Trust is in no way responsible for providing investment advice or recommendations, and that Sunwest Trust is not a "fiduciary" for my Account as such term is defined in the Internal Revenue Code (the "IRC"), ERISA, Financial Institutions Division of the State of New Mexico, Blacks Legal Dictionary, or any other applicable federal, state or local laws.

3. I understand that it is my sole responsibility to manage the investment held within my Account, and that Sunwest Trust has no responsibility to question any investment directions given by me or my Authorized Agent, (if I have appointed one), regardless of the nature of the investment. I understand that Sunwest Trust is in no way responsible for monitoring the performance of the investment held within my Account.

I understand that Sunwest Trust will not conduct a due diligence review of any investment, nor will Sunwest Trust make any investigations with regard to any investment, any issuer or sponsor of any investment, or any officer, director, or other person or entity involved or affiliated with

my investments. I understand that Sunwest Trust will not review the prudence, viability or merits of any of my investments.

4. I acknowledge that Sunwest Trust is not responsible for and is not bound by any representations, warranties, statements, or agreements made by my Authorized Agent or any financial representative beyond the terms and provisions contained in my Sunwest Trust, Inc. Custodial Agreement and other Sunwest Trust forms and/or documents. I further understand that Sunwest Trust has not made and will not make any recommendation or investigation with respect to my Authorized Agent or any financial representative, nor does Sunwest Trust compensate my Authorized Agent or financial representative in any manner.

5. I understand that Sunwest Trust does not make any determination as to whether an investment is acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of my investments. **I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing Sunwest Trust to process any transaction on behalf of my account.**

6. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transactions directed by me within my account are prohibited transactions depends on the facts and circumstances that surround each transaction, and I understand that Sunwest Trust makes no determination as to whether any transaction directed by me is a prohibited transaction. I understand that it is solely my responsibility to consult with advisors as I deem necessary and appropriate, and that I will warrant to Sunwest Trust that the investments directed by me are not prohibited transactions as defined in IRC Section 4975. I understand that I may not invest with a “disqualified person” as defined in IRC Section 4975 or a “party in interest” as defined in IRC Section 4975. I understand that should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value on my Account will result and certain penalties may be incurred. I further understand that if such a deemed distribution takes place prior to my attaining 59 1/2, an additional premature distribution excise tax may be imposed.

7. I understand that I cannot make investments without having the liquid funds in my Account. In addition, if any investment contains provisions for future contractual payments or assessments, including margin calls, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Authorized Agent, and may reduce or exhaust the value of my Account. I further agree to indemnify Sunwest Trust for any and all payments or assessments which may result from holding the investment within my Account, and I understand that Sunwest Trust shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the investment.

8. I understand that if the investment contains any administrative requirements or duties beyond Sunwest Trust's normal and customary services, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver written service agreements acceptable to Sunwest Trust for execution on behalf of my account.

9. I understand that Sunwest Trust has no responsibility or duty to notify me or to forward to me any notices, proxies, assessments, or other documents received by Sunwest Trust on behalf of my investments, unless I, or my Authorized Agent, request each such document in writing.

10. I agree to furnish payment instructions to Sunwest Trust regarding any invoice, assessment, fee, or any other disbursement notification received by Sunwest Trust on behalf of my investments, and I understand that Sunwest Trust has no duty or responsibility to disburse any payment until such instructions are received from me, or my Authorized Agent.

11. I understand that Sunwest Trust has no duty or responsibility to monitor the performance of my Investments or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents, or assigns, and Sunwest Trust will not be required to monitor the acts of any paid consultant to whom Sunwest Trust may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Authorized Agent.

12. I understand that Sunwest Trust must have an annual market value or good faith estimate (via an independent appraisal) of the value for all investments in my account and that it is my responsibility to provide such market value or good faith estimate. I further understand and acknowledge that if Sunwest Trust has not been provided with an annual market value or good faith estimate, Sunwest Trust may distribute that Investment in kind to me at either the original acquisition cost or the last known value.

13. I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of my investments. I understand that any legal filings made on behalf of my investments are to be made in the name of "Sunwest Trust, Inc. Custodian for the Self-Directed IRA of (my Name)." I agree that I shall not institute legal action on behalf of my investments without Sunwest Trust's written consent to litigate and that I shall prosecute any legal action at my own expense, including payment of attorney's fees and court costs. I agree that any such legal action will be carried out in a manner that does not cause Sunwest Trust to incur any costs or legal exposure. I hereby agree to indemnify Sunwest Trust for any loss, cost or expense, including attorney's fees that it may incur in any collection activity or legal proceeding.

14. I understand that Sunwest Trust, Inc. reserves the right to liquidate any and/or all investments in my account in order to satisfy any outstanding fees owed to Sunwest and that

Sunwest may also at their discretion distribute my account to me due to non-payment of fees. The account will be distributed at the FMV as reflected on my latest Sunwest account statement and I may have a tax liability because of this distribution, however, I agree to hold Sunwest Trust, Inc. harmless of said liability.

15. I understand that all investments held within my Account are not guaranteed by Sunwest Trust and that my investments may lose value.

### **PROHIBITED TRANSACTIONS-SUMMARY**

*Below is a summary of the Internal Revenue Code Section 4975 and IRS publication 590 regarding IRA prohibited transactions and disqualified persons. This is a summary and not a comprehensive reproduction of both the Code and the publication. Before making an IRA investment, you should consult a tax professional to be certain you are not entering into a prohibited transaction which could disqualify your entire IRA.*

*General Statement: A prohibited transaction is any improper use of your IRA by you, your beneficiary, or any disqualified person.*

*Section 4975 (c) prohibited transactions include but are not limited to any direct or indirect -*  
*a) sale or exchange, or leasing, of any property between a plan and a disqualified person;*  
*b) lending of money or other extension of credit between a plan and a disqualified person;*  
*c) furnishing of goods, services, or facilities between a plan and a disqualified person;*  
*d) transfer to, or use by or for the benefit of, a disqualified person of the income or assets of a plan.*

*Disqualified person: your fiduciary, any members of your family including spouse, ancestor, lineal descendant, and any spouse of a lineal descendant.*

*Remember that your Sunwest Trust, Inc. IRA is fully self-directed. **You are responsible for the selection, management, and retention time of your investment.** Sunwest Trust, Inc. will accept a direction of investment from you for any asset not specifically prohibited by the IRS. If you have any questions regarding any transaction in your IRA, seek help from a tax professional before instructing Sunwest Trust, Inc.*

### **ARBITRATION AGREEMENT**

**In the event a claim or dispute of any kind or nature arises between the Depositor and Custodian including the scope of this arbitration clause, it shall be resolved by arbitration**

conducted in Albuquerque, New Mexico, as follows:

a). either party may submit the matter to arbitration by serving a complaint on the other party that sets forth the nature of the claim. Service may be made by certified mail to the designee. The parties shall mutually select an arbitrator who shall be a retired judge or an attorney licensed to practice law in the state of New Mexico, and shall have not less than ten years of experience in servicing as arbitrator or judge in disputes or litigation concerning the subject matter of the dispute.

b). the arbitrator shall conduct an evidentiary hearing and issue a final award within 180 days of his or her appointment. The arbitrator shall be bound to follow and apply the substantive law of the state of New Mexico, and the procedural and evidentiary rules of the state of New Mexico in effect at the time of any arbitration proceeding hereunder.

c). the arbitrator shall award reasonable attorney's fees and costs of arbitration to the prevailing party.

d). If the parties cannot agree upon the appointment of an arbitrator, either party may file a petition in the Second Judicial District Court to appoint an arbitrator.

I acknowledge that I have sole responsibility for directing the investments of my Account. I understand that Sunwest Trust may perform administrative review on any of my investments to determine if the investments are feasible for Sunwest Trust to maintain appropriate records as to each investment. I acknowledge, however, that Sunwest Trust will not perform a due diligence review, and will not undertake any investigation as to the prudence, viability, merits, or suitability of any investment in my Account. I agree to hold Sunwest Trust harmless from any liability for any loss, damage, injury, or expense which may occur as a result of the execution of my direction of investment.

**By electronic signature provided when submitting the online application for the account I acknowledge that I have read and understand this Account Holder Disclosure and Hold Harmless Agreement and specifically acknowledge that I have read and understand the Prohibited Transactions summary on the pages of this document.**

## **IRA DISCLOSURE STATEMENT**

Please review IRS Publication 590 which contains important information about IRA accounts. IRS Publication 590 is hereby provided at: <http://www.irs.gov/uac/About-Publication-590>.

## SUMMARY OF BUSINESS CONTINUITY PLAN

SEC and FINRA Rules require investment advisers and broker-dealers to create and maintain a business continuity plan.

In accordance with these rules, Betterment LLC and Betterment Securities have both developed a plan that is intended to permit us to continue critical business operations during natural disasters, power outages, or other significant events.

Betterment LLC is an SEC Registered Investment Adviser. Betterment Securities is an SEC registered broker-dealer and member of FINRA and SIPC.

While there can be no assurance that service will continue without interruption in all circumstances, the plans do address the actions that the firms will take in the event that there is a significant disruption. Account access is planned to be restored as the first step, which would be followed by other critical business operations.

If there is a local disruption to the operating facilities of either firm, the respective business continuity plans call for the affected firm to establish operations from an alternate location.

We maintain data backup records, located well away from our primary facility so that they would not be affected by a regional disruption. We intend for account access to be available through these records should the primary data center suffer a disruption. Our plan will be reviewed, updated and tested periodically.



## **Receipt of Documents**

You acknowledge and agree that you have received all of the documents contained herein as of the date you submit your Betterment application through the Sign Up form on Betterment's website.