

# Health Savings Account (HSA) Application

## WHEN TO USE THIS FORM

Use this form when you want to open a Health Savings Account (HSA) with ETC Brokerage Services as custodian of your HSA [duties as set forth in the Custodial Account Agreement]. By executing this form, you will be opening a HSA with ETC Brokerage Services.

### What is a Health Savings Account?

A Health Savings Account (HSA) is an account that offers a tax-advantaged means of saving for and paying qualified medical expenses of the HSA Account Owner, his or her spouse and/or dependents.

### What are the benefits of an HSA?

- HSA Contributions are tax deductible
- HSA earnings are tax-deferred
- If used for qualifying medical expenses, HSA assets are never taxed
- Contributions can be carried over from one tax year to the next
- HSA assets are portable

### Who is eligible for an HSA?

In general, an individual is eligible to contribute to an HSA for any month if he or she is covered under a High Deductible Health Plan (HDHP), is not covered by any other health plan that is not an HDHP (with certain exceptions), is not enrolled in Medicare, and cannot be claimed as a dependent on another person's tax return.

### Who may contribute to an HSA?

Anyone, and there can be multiple contributors. However, the most likely contributors are the HSA Account Owner, his or her family members, and employer.

## IMPORTANT!

ETC Brokerage Services does not investigate, sponsor, or endorse any investment products. You assume sole responsibility for the success or failure of your investments. You are responsible for directing the investment of assets in your account. ETC Brokerage Services does not provide any investment advice, or recommend nor evaluate the merits or suitability of any investment.

*If ETC Brokerage's services were suggested by a financial representative, such person is not an agent, employee, representative, or affiliate of ETC Brokerage. ETC Brokerage is not responsible for and is not bound by any representations, warranties, statements or agreements made by any financial representative.*

## INSTRUCTIONS AND GUIDELINES

- Review the Health Savings Custodial Account Agreement and Disclosure Statement.
- Complete all sections of the Health Savings Account Application.
- Send the signed and dated Application, along with your contribution check(s) made payable to ETC Brokerage Services Custodian FBO "Account Owner Name" HSA.
- Keep a copy of the Application with the Health Savings Custodial Account Agreement and Disclosure Statement for your records.

## FEES

### FEES:

Refer to ETC Brokerage Client Fee Schedule. Contact your Designated Representative, if necessary, to obtain a copy.

## SUBMISSION OPTIONS

**OVERNIGHT:**  
ETC Brokerage Services  
1 Equity Way  
Westlake, OH 44145

**REGULAR MAIL:**  
ETC Brokerage Services  
P. O. Box 451249  
Westlake, OH 44145

## CONTACT INFORMATION

For assistance, please contact a Customer Service Representative:

**TOLL FREE:**  
877-819-8918

**INVESTMENT PRODUCTS: NOT FDIC INSURED - NO BANK GUARANTEE - MAY LOSE VALUE**

This completed Account Application instructs ETC Brokerage Services, LLC ("ETC Brokerage") and Equity Trust Company to open your self-directed custodial HSA account and rely on your third-party representative appointment. Once opened, ETC Brokerage serves as the directed broker-dealer custodian for your account and Equity Trust Company is the directed trustee. They are not affiliated with your third-party representative and will take your representative's direction. ETC Brokerage and Equity Trust Company do not provide legal, tax, or investment advice.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens account.  
 What this means for you: When opening an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may ask for a copy of your driver's license or other identifying documents. We may also utilize a third-party information provider for verification purposes.

**1. HSA ACCOUNT BENEFICIARY'S INFORMATION**

ACCOUNT OWNER'S FIRST NAME		ACCOUNT OWNER'S MIDDLE NAME		ACCOUNT OWNER'S LAST NAME	
PHYSICAL STREET ADDRESS [Required (No P.O. BOX)]					
CITY				STATE	ZIP CODE
MAILING ADDRESS (IF DIFFERENT FROM ABOVE - P.O. BOX MAY BE USED)					
CITY				STATE	ZIP CODE
SOCIAL SECURITY NUMBER	DATE OF BIRTH		COUNTRY OF CITIZENSHIP: <input type="checkbox"/> USA <input type="checkbox"/> OTHER _____		
EMAIL ADDRESS <sup>1</sup> (Note - this field is required in the event you elect to receive Account documents electronically - See Section 9)					
HOME PHONE NUMBER		BUSINESS PHONE NUMBER		MOBILE PHONE NUMBER	
MARITAL STATUS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED					
<b>HSA ACCOUNT INFORMATION</b>					
Coverage Type: <input type="checkbox"/> Individual <input type="checkbox"/> Family			PLAN EFFECTIVE DATE		DEDUCTIBLE AMOUNT

**2. USA PATRIOT ACT INFORMATION**

(Required by Federal Law) All applicants must provide the information below.

ACCOUNT OWNER: <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> State ID <input type="checkbox"/> Other Government-issued ID			
PLACE/COUNTRY OF ISSUANCE	ID NUMBER	ISSUE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)
IF YOU HAVE BEEN AT YOUR CURRENT ADDRESS FOR LESS THAN SIX MONTHS, PLEASE PROVIDE YOUR PREVIOUS ADDRESS:			
ADDRESS	CITY	STATE	ZIP CODE

### 3. TRUSTED CONTACT PERSON

By choosing to provide information about a trusted contact person, you authorize us to contact the trusted contact person listed below and disclose information about your account to that person in the following circumstances: to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165 (Financial Exploitation of Specified Adults). No instructions from a trusted contact person will be accepted to effect transactions and/or change information related to the account.

FIRST NAME	MIDDLE INITIAL	LAST NAME	RELATIONSHIP	
ADDRESS		CITY	STATE	ZIP CODE
HOME PHONE	CELL PHONE	WORK PHONE	EMAIL ADDRESS	
<input type="checkbox"/> <b>None</b>				

**4. BENEFICIARY INFORMATION**

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). If neither primary nor contingent beneficiary is indicated, the individual or entity will be deemed to be a primary beneficiary. If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the IRA account. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally. Unless otherwise indicated, the beneficiary and percentage designations shall apply to the IRAs account in the same manner.

If any primary or contingent beneficiary dies before I do, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a prorata basis, unless Per Stirpes is designated. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my IRA and brokerage account.

Name (first, middle, last)	Date of Birth (mm/dd/yyyy)	Social Security Number	Country(ies) of Citizenship	Relationship	Primary or Contingent	Per Stirpes	Percentage
1.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Yes Per Stirpes	
2.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Yes Per Stirpes	
3.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Yes Per Stirpes	
4.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Yes Per Stirpes	
5.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Yes Per Stirpes	
6.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Yes Per Stirpes	
7.					<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	<input type="checkbox"/> Yes Per Stirpes	

This section should be reviewed if either the trust or the residence of the account holder is located in a community or marital property state<sup>2</sup> and the account holder is married. Due to the important tax consequences of giving up one's community property interest, individuals signing this section should consult with a competent tax or legal advisor.

**CURRENT MARITAL STATUS:**  **I am not married** – I understand that if I become married in the future, I must complete a new Designation of Beneficiary form.  
 **I am married** – I understand that if I choose to designate a primary beneficiary other than my spouse, my spouse must sign below.

**CONSENT OF SPOUSE:** I am the spouse of the aforementioned 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 these accounts, I have been advised to see a tax professional.

I hereby give the account holder any interest I have in the funds or property deposited in these accounts and consent to the beneficiary designation(s) indicated above. I assume full responsibility for any adverse consequences that may result. No tax or legal advice was given to me by the Custodian.

SIGNATURE OF SPOUSE	PRINT NAME	DATE

**5. COMPLIANCE QUESTIONS (REQUIRED)**

**A. EMPLOYMENT INFORMATION:**  
 Employed     Unemployed     Retired     Other \_\_\_\_\_

<b>If Employed, complete the following information:</b>		OCCUPATION	
EMPLOYER NAME		ADDRESS	
CITY	STATE	ZIP CODE	
<b>If Unemployed/Retired, complete the following information:</b>		SOURCE OF INCOME	

**B. AFFILIATION INFORMATION:**

- Are you, or your spouse, or any member of your immediate families living in the same household, including parents, in-laws, siblings, and dependents licensed, employed by, or associated with a broker-dealer firm, FINRA or a financial services regulator, securities exchange, or member of a securities exchange. If this entity requires its approval for you to open this account, please provide a copy of the required authorization letter (with this form)  
 Yes     No    If yes, please specify below: \_\_\_\_\_
- Are you, or your spouse, or any member of your immediate families living in the same household, including parents, in-laws, siblings, and dependents, a member of the board of directors (or similar governing body), 10% shareholder, or policy-making officer of a publicly traded company.  
 Yes     No    Specify the company name, ticker symbol, address, city, and state: \_\_\_\_\_
- Are you, your spouse, a close associate, or any member of your immediate family a current or former politically exposed person or public official (including but not limited to U.S. & foreign individuals who serve/d in a governmental role, high ranking officer in the armed forces or financial institution, etc.)  
 Yes     No    If yes, please provide that Person's name, relevant organization and years of service: \_\_\_\_\_

**C. FUNDING:**

**What best describes the initial source of funds for this account? (Check any that apply)**

Employment/Wages     Retirement Funds     Gift     Savings     Transfer  
 Inheritance/Trust     Investments     Unemployment/Disability     Legal Settlement     Rollover  
 Lottery/Gaming     Spousal/Parental Support     Other (describe source of funds): \_\_\_\_\_

**What is the purpose and expected use of the account? (choose only one)**

Current Income (Dividends and Interest Payments)     Major Purchase / Expense     Healthcare / Long Term Care     Learning How to Invest  
 Wealth Accumulation / Investment     Education Planning     Charitable (Donations or Philanthropic Objectives)  
 Estate / Legacy Planning     Retirement     Active / Day Trading

**6. INVESTOR PROFILE**

Net Worth (Excluding Primary Residence)		Liquid Net Worth (Cash, Stocks, etc.)		Annual Income	
<input type="checkbox"/> Under \$50,000	<input type="checkbox"/> \$ 500,001-\$1,000,000	<input type="checkbox"/> Under \$25,000	<input type="checkbox"/> \$200,001-\$500,000	<input type="checkbox"/> Under \$25,000	<input type="checkbox"/> \$200,001 - \$500,000
<input type="checkbox"/> \$ 50,001-\$100,000	<input type="checkbox"/> \$1,000,001-\$3,000,000	<input type="checkbox"/> \$25,001-\$ 50,000	<input type="checkbox"/> \$500,001-\$1,000,000	<input type="checkbox"/> \$25,001-\$50,000	<input type="checkbox"/> \$500,001 - \$1,000,000
<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> Over \$3,000,000	<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$1,000,001-\$3,000,000	<input type="checkbox"/> \$50,001 -\$100,000	<input type="checkbox"/> Over \$1,000,000
		<input type="checkbox"/> \$100,001-\$200,000	<input type="checkbox"/> Over \$3,000,000	<input type="checkbox"/> \$100,001-\$200,000	

**7. REPRESENTATIVE(S) AND FIRM(S) DESIGNATION AND AUTHORIZATION**

Please complete the information and sign below in order to accept the following terms and conditions and authorize your designated investment advisor, broker-dealer, registered representative, financial advisor, money manager or financial planner (hereinafter "Representative/Firm(s)") as your Representative/Firm(s) on your brokerage account. Before you appoint a Representative/Firm(s) for your brokerage account, you should understand that your Representative/Firm(s):

- are authorized to give investment directions on your behalf to ETC Brokerage Services ("ETC Brokerage") and its affiliates,
- are authorized to charge investment management fees to your account,
- will have unlimited access to your account information,
- will receive copies of your brokerage account statements and other correspondence,
- is your agent and not an agent of ETC Brokerage Services or any of its affiliates, and
- will have the authority to direct the investment activities in your account.

By my signature below, I choose to appoint the person(s) and firm(s) shown below as my Representative/Firm(s) on both my custodial and brokerage accounts ("accounts") for the purpose of communicating investment directions to ETC Brokerage and receiving information on my accounts, in accordance with this Section, with the ETC Brokerage Health Savings Account (HSA) Custodial Account Agreement and Disclosure Statement ("HSA Custodial Account Agreement and Disclosure Statement") and with ETC Brokerage Terms and Conditions. I understand that I am granting exclusive authority to my Representative/Firm(s) to direct the investment activities in my Accounts.

I further acknowledge and agree that:

1. I understand that my Representative/Firm(s) are my authorized agents and are not in any way an agent, affiliate, partner, employee, or representative of ETC Brokerage.
2. I have selected my Representative/Firm(s) based on criteria I deem acceptable and appropriate for my investment needs without any advice, guidance or recommendation from ETC Brokerage.
3. I understand that ETC Brokerage have not made and will not make any investigation with respect to my Representative/Firm(s), nor does ETC Brokerage compensate my Representative/Firm(s) in any manner.
4. I understand that I may appoint and/or remove my Representative/Firm(s) at any time by delivering my written notice on a form acceptable to ETC Brokerage. If I remove my Representative/Firm(s), I understand that such removal shall not have the effect of canceling any notice, instruction, direction or approval received by ETC Brokerage from my removed Representative/Firm(s) before receiving my notice of removal.
5. I instruct ETC Brokerage to pay for or receive payments in connection with security or other investment transactions communicated by my Representative/Firm(s), as indicated by trade confirmations or other requests for payment received by ETC Brokerage.
6. I understand that it is solely my responsibility to direct my Representative/Firm(s) to execute trades or other investments for my custodial and brokerage accounts, and all instructions, directions, and/or confirmations received from my Representative/Firm(s) and its firm and/or any agent(s) thereof, whether written or oral, shall be assumed by ETC Brokerage to have been authorized by me. Such instructions may be submitted by any methodology acceptable to ETC Brokerage, such as telephone or other secured electronic approved means.
7. I affirm that my Representative/Firm(s), including its agents, employees, firm and any associated person thereof, is not a sponsor of or otherwise affiliated with any investment in my Account. I agree that it is my responsibility to review my investments in my brokerage account to confirm compliance with this requirement and to remove my Representative/Firm(s) from my account in the event of non-compliance.
8. Any communication or notices provided to my Representative/Firm(s) by ETC Brokerage shall be deemed to be provided to me personally. My Representative/Firm(s) is authorized to act for me and on my behalf in the same manner and with the same force and effect as I might or could do with respect to such transactions and investments as well as with respect to all transactions and actions necessary and incidental to such authorization, including delivery of securities and/or cash from my account to settle any investment transactions, but not to make withdrawals or transfer funds from my Account (other than to my custodial account). If I have executed an ETC Brokerage Services Options Agreement Form, my Representative/Firm(s) are specifically authorized to effect options transactions with respect to my account. My Representative/Firm(s) shall also be authorized to receive duplicate statements and trade confirmations with respect to the transactions executed on behalf of my account.
9. I authorize ETC Brokerage to accept all investment instructions from my Representative/Firm(s) and acknowledge that more than one party may be authorized by me to request purchases, redemptions and exchanges on my accounts. I acknowledge that if instructions to purchase, redeem or transfer shares are submitted by multiple parties authorized to provide such instructions on the same day or for the same shares, ETC Brokerage are authorized to act on the instructions of either authorized party without having to call either party to confirm or clarify the instructions.
10. Subject to my appointment of a Representative and Firm(s), I understand that I have the sole authority, responsibility and discretion, fully and completely, to select and to direct the investment of all assets in my Account. I accept full responsibility for the success or failure of any selection made. In addition, it is my sole responsibility to manage the investment(s) held within my Account and to monitor the performance and actions of my designated Representative and firm(s), including my Representative's and Firm(s)'s compliance with applicable laws, rules and regulations. I agree that I will remove my Representative and Firm(s) from my account in the event of any such non-compliance. I understand that ETC Brokerage are in no way responsible for monitoring the performance of my designated Representative/Firm(s) or any investment held within my Account. Further, ETC Brokerage does not have responsibility to question any investment directions given by me or my designated Representative/Firm(s), regardless of the nature of the investment. Neither ETC Brokerage nor any of its affiliates renders investment advice or guarantees my accounts from loss or depreciation.

**7. REPRESENTATIVE(S) AND FIRM(S) DESIGNATION AND AUTHORIZATION continued**

11. 7F5 4cb] VdSYWwVé` af ZShWdVba` eT[f[fk Xad[ hVé` WfVWU[e]a` e\_ SWWk\_ k DVbdAV fSf[hW8[d\_ /efS` V!ad\_ WS` V 7F5 4cb] VdSYW [^ afTW [ST`WAdS` k` aeeVéSffdTgrST`Vfa [ hVé` Wféd [ UgV[ Yi [fZagf [ [fSf]a` iS` k fSj` Ua` eVtGwUvé dVsf[ Y fZVdVaz
12. ; SUj` ai` WYWFZSf` k DVbdAV fSf[hW8[d\_ /efS` SeV[dUaeVW` fa` WegUZ DVbdAV fSf[hWé XWé;` fZWWVf aXfVd [ Sf]a` aXfZwéVh[UASydWV` Wf TWi` WV 7F5 4cb] VdSYWS` V\_ k DVbdAV fSf[hW8[d\_ /efi 7F5 4cb] VdSYWéUgefav[S` XWéi [^La` f[ gVfa TWUZSdVW` fa` k 3Uag` fV[dWf`k`g` f[égUZ f[ WSe; fVd [ SfW` k 3Uag` fZ
13. ; ZVdVTK SgfZad] W7F5 4cb] VdSYWfa bSk\_ k DVbdAV fSf[hW8[d\_ /efie XWéXb\_ \_ k 7F5 4cb] VdSYWSUlag` fZ; g` VVéS` V S` V SYdWVZSf 7F5 4cb] VdSYWZSe` a` dVba` eT[f[fk adVgfk fa hVé`k fZVhS[V[fk adUSUg` Sf]a` aXegUZ XWé3^US[ eadV[ebgfVé dVsd/[ Y fZVWVéai` W` S` V!adbS[V fa` \_ k DVbdAV fSf[hW8[d\_ /efSdVTVi` WV` \_ k DVbdAV fSf[hW8[d\_ /efS` V` WS` V` k ea`WdV` Wk [eSYS[ ef fZVdVbdAV fSf[hW8[d\_ /efi; ZVdVTK [ VW` [ X` S` V Za` V ZSd\_ Vvé 7F5 4cb] VdSYWS` V [feSX[ [SfVéS` V V8UZ aXfZV[V[dVUf]a` aX[UvéS` V W` b`akVWéXb\_ S` k S` V S^ST [f[VéS` V Ueefe / UgV[ Y dVéa` ST`Wffad` Vka` XWéfi` Z[LZ` \_ Sk` TWi` UgdV` Tk 7F5 4cb] VdSYWSeS dVé` f aX[fedMS` UWa` fZ[eXWéSk\_ Wf SgfZad] Sf]a` z
14. 3` k DVbdAV fSf[hW8[d\_ /efi S` WsbVé d` Y a` 7F5 4cb] VdSYWéi` dffW` \_ SfVéS` e[ UgV[ Y` aYad [eaa` Vk` XadFZwbgbaeVax[VW f[XUSf]a` S` V USd[XUSf]a` iS` V VaVé` afVWafWS` k SX[ [Sf]a` adbScf` VdZ[bz
15. I [fZagf [ [fSf]a` i; SYdWfa [ VW` [ X` S` V Za` V 7F5 4cb] VdSYW [feSX[ [SfVéS` V V8UZ aXfZV[V[dVUf]a` aX[UvéS` W` b`akVWéS` V SYWfeZSd\_ Vvé Xad S` k` aeeadT dV8UZ aXS` k] [ Vi` Z[LZ` \_ Sk` dVé` f Xb\_ S` k SUR]a` ad[ SUR]a` fZSf [f fS] Vvéada` [fe[ YaaV Xs[fZ [ SUad/S` UW [fZ]S` V [ [fedMS` UW gba` iS` k Uaf[XUSfW` af[UWUa` X[d` Sf]a` i [ ecbU]a` i adafZVdV` dffW` adadS` Y[Xea` WVVWfUa` \_ g` [USf]a` bgbad[ Y fa ZShWTVW VVhVWV Sf` k V[dVUf]a` a` TVZS` Xa` k 3Uag` fTk\_ k DVbdAV fSf[hW8[d\_ /efS` V!adSYW fe fZVdVaz

<b>ACCOUNT OWNER'S SIGNATURE</b>		<b>DATE</b>	
<p>Pursuant to the terms of my ETC Brokerage HSA Custodial Account Agreement and Disclosure Statement, I authorize the Representative and Firm(s) named below to execute trades and other investment transactions on my behalf for the benefit of both my custodial account and brokerage account. I understand that "Representative" as herein defined shall include authorized person(s) of the Representative's firm as specifically identified by such Representative in writing.</p>			
REPRESENTATIVE(S)'S NAME		REPRESENTATIVE CRD/LICENSE NUMBER (if applicable)	
REPRESENTATIVE'S FIRM			
PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS	
ADVISORY FIRM / BROKER DEALER'S NAME			PHONE NUMBER
MONEY MANAGEMENT/INVESTMENT ADVISORY FIRM (IF APPLICABLE)			

**THE FOLLOWING MUST BE COMPLETED BY THE DESIGNATED REPRESENTATIVE (OR MONEY MANAGER, IF APPLICABLE)**

I, THE UNDERSIGNED, ACKNOWLEDGE AND AGREE that I have read and agree to all the provisions of this authorization provision. I hereby acknowledge my obligations hereunder. I agree to carry out my actions with respect to this authorization in accordance with all applicable state and federal laws, rules and regulations. I agree to indemnify and hold harmless ETC Brokerage Services, its affiliates and their directors, officers, employees, registered representatives, associated persons and agents from and against any and all liabilities, claims, actions, losses, expenses and costs, including reasonable attorneys' fees, arising out of or related to my actions or omissions and those of my firm and its authorized persons with respect to the performance as designated Representative for the Account Owner, including without limitation, ETC Brokerage Services' compliance with any trading instructions given by me and/or authorized persons of my firm as the designated Representative for the Account Owner.

**Designated Representative must complete electronic attestation in Equity's forms system or sign the application.**

SIGNATURE OF DESIGNATED REPRESENTATIVE (OR MONEY MANAGER, IF APPLICABLE)		DATE	
<input type="checkbox"/> ELECTRONIC REPRESENTATIVE ATTESTATION			
DESIGNATED REPRESENTATIVE'S NAME		DATE	

## 8. ELECTRONIC DELIVERY OF ACCOUNT DOCUMENTS & E-SIGN CONSENT

I have received, read, and understand the E-Sign Disclosure and Consent, attached to the Account Owner Agreement (the "ESDC"). Upon reviewing that disclosure, I consent to the following:

- Yes, I authorize electronic delivery of communications, documents, and other information relative to my brokerage account and to utilize, at my discretion, electronic signature for signing forms.
- No, I would like paper copies mailed to me. I understand and agree that additional fees will apply for paper delivery. Unless I otherwise consent or direct, I would like to sign paper forms.

\*\* by opting to electronically sign any form, you agree to the Intent to Use Electronic Signatures in the ESDC.

In order to obtain such Account information electronically, I must maintain a **valid e-mail address** with ETC Brokerage and have access to a computer with internet service to retrieve the documents through a secure account login. By consenting to e-delivery of documents, I agree to receive any or all of the above-listed communications and statements through e-delivery. I will only receive an e-mail notification with regard to an equity security or mutual fund if I hold a position in such asset(s) as of the record date for a particular shareholder communication and the materials are made available electronically by the issuer or third party. If an issuer or third party does not make shareholder materials available electronically, I will receive paper documents via U. S. mail at no additional charge to me.

E-mail notification and electronic documents may be made available in PDF format. If I use spam-blocking software, I will update my settings to accept e-mail from ETC Brokerage. Electronic documents may be viewed electronically via the Web and printed with a local printer. They may also be saved to a local hard drive. In order to view, print, save, store or download e-mail notifications and/or electronic documents, the latest version of a web browser with JavaScript enabled will be required.

**Materials Issued by Third Parties.** The content of the shareholder materials or any materials from other parties provided to me is the responsibility of the issuing corporation, mutual fund, securities issuer or other third party who is making those materials available. ETC Brokerage is not responsible for the content of electronic documents which were not drafted or generated by it. In addition, ETC Brokerage will not interpret or give any advice or opinion on any materials not drafted or generated by it.

**Paper Delivery.** I may request a paper version of any document at any time by calling: (877) 819-8918. A fee may apply for each paper copy of any document I request.

**Valid E-Mail Address.** I must provide a valid e-mail address and any subsequent updates thereto to ETC Brokerage in order to obtain e-delivery of such documents. I agree to immediately notify ETC Brokerage of any change in my e-mail address that I have provided. I may provide such notification by either:

- (i) E-mail at [ETCBrokerage@ETCBrokerage.com](mailto:ETCBrokerage@ETCBrokerage.com); or
- (ii) In writing to P. O. Box 451249, Westlake, OH 44145.

Communications sent by ETC Brokerage to the e-mail address I provide shall, until notice of a different address is received by ETC Brokerage, be deemed to have been personally delivered to me whether actually received or not.

**Notices.** If a message to my e-mail address is returned due to an unsuccessful delivery, I will receive a written notice through the U.S. mail. The notice will state that my account communications are available online and I will be asked to provide an updated e-mail address. Upon a second failed attempt to e-mail me, ETC Brokerage will mail a second notice similar to the above. Concurrent with the second notice, ETC Brokerage will discontinue e-delivery and forward communications through the U.S. mail on a going forward basis and a quarterly paper statement fee (as set forth in the applicable fee schedule) may be charged to my account.

**Withdrawal.** I may withdraw my consent to e-delivery at any time either:

- (i) Via e-mail at [ETCBrokerage@ETCBrokerage.com](mailto:ETCBrokerage@ETCBrokerage.com) or
- (ii) In writing to P. O. Box 451249, Westlake, OH 44145.

Verbal instructions to withdraw my consent will not be effective. If I withdraw such consent, ETC Brokerage will resume mailing paper copies the month following that in which the next Account document or communication is generated and a quarterly paper statement fee (as set forth in the applicable fee schedule) may be charged to my Account.



**9. IMPORTANT INFORMATION ABOUT YOUR ACCOUNTS (Please Read Before Signing)**

The signature below acknowledges that I have received, read, understand and agree to be bound by the terms and conditions of the ETC Brokerage Account Owner Agreement and Equity Trust's Directed Trustee Packet. By signing this Application below, I assume complete responsibility for determining contribution eligibility and tax consequences of any and all contributions or distributions.

- I acknowledge that the Account Owner Agreement explains the duties, limitations on duties, and the rights of ETC Brokerage and me (the "Account Owner").
- By signing this Application below, the Account Owner assumes complete responsibility for determining contribution eligibility and tax consequences of any and all contributions or distributions.
- I have appointed and designated a Representative/Firm(s) as indicated on this Application to manage the assets in my Account and agree to be bound by the terms and conditions applicable to such designation. All decisions relating to my investment or trading activity shall be made solely by me or my authorized Representative/Firm(s).
- I understand that within seven (7) days from the date that I open my Account, I may revoke this Application and close my custodial account without penalty by mailing or delivering a written notice to ETC Brokerage at the contact information provided under Withdrawal above.
- ETC Brokerage does not have any fiduciary responsibilities to me or my Account.
- I am fully responsible for the content and accuracy of all authorized instructions placed on my Account, and for all results and consequences of such instructions placed by me or my designated Representative/Firm(s).
- Order instructions are routed to ETC Brokerage and then to the marketplace as promptly as possible in view of prevailing market conditions. I acknowledge that there may be delays in the processing of orders related to the security being traded, market conditions, or discretionary order review procedures.
- Orders are delivered through ETC Brokerage to the appropriate market, market maker or electronic communications network for execution. Unless otherwise instructed, all securities transactions will clear through and be held in custody with ETC Brokerage. All securities transactions will be subject to ETC Brokerage trading rules and policies as well as those of the applicable exchange, market or electronic communications network where such securities are traded. All orders for securities transactions will be designated as "long".
- I agree that cash and available funds or equity must be in my Account prior to the execution and/or settlement of trades. In addition, ETC Brokerage will not extend funds or otherwise cover any deficiencies in my Account. Trading errors will occur as a result of any deficiencies. In the event that I or my designated Representative/Firm(s) determine to break a trade, for whatever reason, responsibility for any liability, claim, loss or diminution of value of my Account, including, but not limited to, any tax consequences relating thereto, will be borne by me and/or my Representative/Firm(s).

ETC Brokerage will not:

- i. act as a principal for any trades or make a market in any security or mutual fund;
- ii. solicit orders;
- iii. exercise discretion with respect to investment decisions on behalf of me or my Representative/Firm(s);
- iv. provide research or advice regarding securities;
- v. determine suitability as to the type and/or frequency of transactions in my Account;
- vi. provide any party or entity with advice regarding an investment strategy involving a security or securities, with investment recommendations or otherwise give investment, tax or legal advice;
- vii. monitor trading activity that occurs within the Account;
- viii. offer any proprietary investment products; or
- ix. participate as an underwriter or member of a selling group of any initial public offering.

**10. SIGNATURE**

By signing below, I acknowledge and agree to the terms and conditions set forth in this ETC Brokerage HSA Application, Account Owner Agreement, including the authorization provision contained herein.

- I acknowledge that I have received, read and understand the ETC Brokerage Services Client Relationship Summary (Form CRS);
- I acknowledge that I have received, read and understand the ETC Brokerage Services, LLC Privacy Notice, Account Owner Agreement, and any Addendums and Exhibits, including the Online Payment and Deposit Service exhibit;
- I acknowledge that if I checked "yes" to Electronic Delivery, I consent to the E-Sign Disclosure and Consent;
- I acknowledge that I have received, read and understand the disclosures on the ETCB's website, located here: [www.etcbrokerage.com/form-crs-and-disclosures/](http://www.etcbrokerage.com/form-crs-and-disclosures/)

Under penalty of perjury, I certify that:

1. The account owner's TIN is correct on this form;
2. The account owner is not subject to backup withholding due to failure to report interest and dividend income;
3. The account owner is a United States citizen or resident alien. In the case of an entity as account owner, the entity is based in the United States.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Fee Schedule**

Please obtain your ETC Brokerage Account's fee schedule from your Representative/Firm or you can contact us at 877-819-8918.

**By signing this Application, I confirm that this account will not hold or engage in transactions involving illegal or impermissible investments under Ohio or Federal law while ETC Brokerage serves as Custodian.**

SIGNATURE OF ACCOUNT BENEFICIARY	DATE
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**ETC BROKERAGE SERVICES' USE ONLY: APPROVED AND ACCEPTED BY:**

PRINCIPAL SIGNATURE, ETC BROKERAGE	DATE
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**11. SIGNATURE - EQUITY TRUST COMPANY (DIRECTED TRUSTEE)**

**By submitting this Application, I appoint Equity Trust Company to serve as Trustee. Once my IRA account is opened, Equity Trust will serve in the role as trustee. By making the appointment, I agree to and acknowledge the following:**

1. I have read and understand the Individual Trust Agreement ("Trust Agreement"), Disclosure Statement, and Schedule of Trustee Fees, I agree to abide by the terms of the IRA documents listed above and confirm all information above is accurate.
2. I understand Equity Trust Company is not an investment advisor and does not supervise or control my investment representative. Equity Trust Company does not endorse any particular investment. I agree to use independent judgment in making my investment decisions.
3. I understand that Equity Trust does not conduct, and has not conducted, a due diligence review of any investment, the issuer or sponsor of such investment, or any officer, director, person, or entity affiliated with such investment. I further understand that Equity Trust does not review, and has not reviewed, the merits of any investment or account transaction or whether it is acceptable under the Employee Retirement Income Security Act of 1974 (ERISA), the Internal Revenue Code (IRC) or any other applicable laws, including securities laws.
4. I represent that I will obtain and read all pertinent information relating to my investments, as applicable (i.e. prospectus, annual reports). I understand that Equity Trust is not responsible for obtaining, providing or retaining this information.
5. I agree to consult with an attorney, tax advisor, and investment advisor to review the suitability of any investment I purchase in the self-directed account, if necessary.
6. I understand that certain transactions are prohibited under IRC 4975 and ERISA 406 and that I am responsible for ensuring that account investments or transactions do not constitute a prohibited transaction.
7. I understand that if an investment cannot be liquidated, it is my responsibility to ensure that I can satisfy any mandatory distribution requirements with other IRA investments.
8. I understand that Equity Trust is a non-depository trust company and will not hold negotiable certificates. I also understand that I cannot hold the certificates. I agree that, if an investment issues certificates, I will have established an account with a brokerage firm to hold the certificates and that I have verified with the brokerage firm that it can hold the certificates for this investment. I further agree that if I change brokerage firms it will be my responsibility to ensure the new firm can also hold the certificates and notify Equity Trust of the change.
9. I agree to pay all fees that may be charged by the brokerage firm or investment sponsor to liquidate and/or re-register the account in the event the Equity Trust resigns for any reason.

I hereby agree to indemnify and hold Equity Trust and its respective officers, directors, employees, agents, affiliates, successors, and assigns, harmless from, and against, any and all claims, liabilities, penalties, costs or expenses (including, without limitation, attorney fees and court and legal costs) of any nature whatsoever arising directly or indirectly by reason of, or resulting from, the purchase of investment(s).

ACCOUNT OWNER'S SIGNATURE	DATE
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## ETC Brokerage Services, LLC Client Relationship Summary – March 2, 2024

ETC Brokerage Services, LLC is registered with the Securities and Exchange Commission (SEC) as a broker-dealer and is a member of the Financial Industry Regulatory Authority, Inc. (FINRA) and the Securities Investor Protection Corporation (SIPC). Brokerage and investment advisory services and fees differ, and it is important for you to understand the differences. This Client Relationship Summary provides details about our brokerage services, fees, and other important information.

Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://investor.gov/CRS) which also provides educational materials about broker-dealers, investment advisers, and investing.

### What investment services and advice can you provide me?

We provide brokerage services to retail investors where they can buy and sell from a limited menu of products, such as publicly traded stocks, options, mutual funds, exchange-traded funds, and fixed income securities (bonds, U.S. Treasury obligations, and certificates of deposit). We act solely on your instructions or those from your designated financial representatives, who utilize our services to execute trades for you. You make the ultimate decision regarding the purchase or sale of investments. We do not have offices that you can visit to meet with financial professionals. We do not offer recommendations to retail investors. We do not monitor your investments. We do not determine whether transactions are meeting your investment goals. We do not impose account value or investment minimums to open or maintain a brokerage account with our firm, however, some mutual funds may have initial purchase minimums.

For additional information on our services, please refer to our website at <https://etcbrokerage.com/resources/> or to our Account Owner Agreement at <https://s3.us-east-2.amazonaws.com/forms.equitytrustcompany.info/ETCBrokerage/ETCB+Account+Owner+Agreement.pdf>

### CONVERSATION STARTERS: Ask us or your financial professional:

***Given my financial situation, should I choose a brokerage service? Why or why not?  
How will you choose investments to recommend to me?  
What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?***

### What fees will I pay?

You will pay commissions for purchases and sales you decide to execute in your account, which we charge on a per transaction basis. The more trades you place, the more commissions we earn. This creates an incentive for ETC Brokerage to want you to trade more often. These commissions are separate from any fees or charges that your financial professional or investments may charge you. You may also pay fees for certain services that you request that we provide to you, such as fees for certain types of asset or securities transfers. If your account has margin capabilities, we collect a fee by way of charging you interest for borrowing money from us. For additional information, please refer to our fee schedule at <https://etcbrokerage.com/form-crs-and-disclosures/>.

***You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.***

### CONVERSATION STARTERS: Ask us or your financial professional:

***Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?***

## What are your legal obligations to me when providing recommendations as my broker-dealer? How else does your firm make money and what conflicts of interest do you have?

**We do not provide recommendations.** The way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts, as they can affect our services. Here are examples to help you understand what this means.

Our firm makes money based upon a percentage of the fees/costs paid by you to execute trades. These fees include transaction costs, margin interest costs, and other processing fees. The higher the number of transactions, the higher the charge to you.

Payment for Order Flow: We earn compensation for routing certain trade orders to third-party market centers and other broker-dealers, subject to our applicable best execution obligations. For more information, see your Account Owner Agreement.

Insured Deposit Program: If you enroll in our program where we can sweep the cash in your account to an FDIC-insured bank account, then we retain a portion of the interest earned through this program as our fee. If you choose not to participate in this program, then we will not earn this fee, but we would earn a fee if your cash is used, as permitted by regulations, to fund margin loans of other customers. We retain the difference between the margin interest rate we charge and the amount we pass to you.

For additional information, please refer to our website at <https://etcbrokerage.com/form-crs-and-disclosures/>.

### **CONVERSATION STARTERS: Ask us or your financial professional:**

***How might your conflicts of interest affect me, and how will you address them?***

### **How do our financial professionals make money?**

Our financial professionals are compensated based on salary and bonus which are based on operational and service metrics and company performance. No compensation is tied to firm revenue, transactions, commissions, or any product sales.

### **Do you or your financial professionals have legal or disciplinary history?**

Yes. Visit [Investor.gov/CRS](https://investor.gov/CRS) for a free and simple search tool to research our firm and financial professionals.

### **CONVERSATION STARTERS: Ask us or your financial professional:**

***As a financial professional, do you have any disciplinary history? For what type of conduct?***

### **Additional Information**

For additional information about us, please see our website at [etcbrokerage.com/form-crs-and-disclosures](https://etcbrokerage.com/form-crs-and-disclosures). You may also call 877-403-0369 to request up to date information or a copy of this Client Relationship Summary.

### **CONVERSATION STARTERS: Ask us or your financial professional:**

***Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?***



# ETC BROKERAGE SERVICES, LLC'S ACCOUNT OWNER AGREEMENT

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## ACCOUNT OWNER AGREEMENT

**Please read this carefully and keep a copy for your records.**

### 1. Introduction

This agreement governs all brokerage accounts that you open with ETC Brokerage Services, LLC (referred to in this document as “ETCB”, “we”, “us” or “our”) and all transactions conducted in your accounts. This agreement, along with any schedules, exhibits, amendments, appendices, addendums, notices, and disclosures that are attached to and/or referenced in this agreement, are collectively referred to as the “Agreement”. By opening an Account (as defined below) with us, you acknowledge and agree that (a) you have received, have read and understand this Agreement and agree to be bound by its terms, which include, among others, a **pre-dispute arbitration provision**, and (b) your ETCB account is a self-directed brokerage account, and you will not receive any advice or guidance from ETCB. Please note that fees and other information provided in this Agreement are subject to change.

### 2. Interpretation

For purposes of this Agreement: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

### 3. Definitions

Capitalized terms used but not otherwise defined herein shall have the meanings assigned them in this Section 2.

- a. “Account” means each brokerage account that you open with us or in which you otherwise have an interest.
- b. “Adviser” means any registered investment adviser and/or other firm that you have authorized to act for or in connection with your Account. This includes employees, staff, representatives and agents that the registered investment adviser and/or other firm appoint. For the avoidance of doubt, none of the persons and entities referred to in this definition are ETCB or employees, staff, representatives or agents of ETCB.
- c. “Applicable Law” means all applicable federal and state laws, rules and regulations, rules of any government, regulatory or self-regulatory agency or body, and the constitution and applicable rules, regulations, customs and usages of an exchange or market and its clearinghouse.
- d. “Authorized Person” means any Person who has been properly appointed as a full or limited agent for a principal, including without limitation your Adviser, or a fiduciary of, for example, an incompetent person, a trust, a minor, or an estate, or an officer or authorized signature for an



organization. An Authorized Person's authority, including any limitations on such authority, to conduct business in your Account is solely determined between you and the Authorized Person.

- e. "Account Owner" means each Person who has an ownership interest in the Account. If the Account holds community property, an Account Owner's spouse, whether listed in the registration or not, may be considered an Account Owner.
- f. "Business Day" means any day except Saturday, Sunday, or any other day on which commercial banks located in New York City, New York are authorized or required by Applicable Law to be closed for business.
- g. "FINRA" means the Financial Industry Regulatory Authority.
- h. "Property" (whether or not capitalized) means of all kinds, monies and all contracts, investments and options relating thereto, whether for present or future delivery, and all distributions, proceeds, products and accessions of all such property this includes all such property held, maintained or carried by us in any manner for you.
- i. "You," "Your" or "Yourself" (whether or not capitalized) means an Account Owner and his, her or its properly Authorized Persons.
- j. "Person" (whether or not capitalized) means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, trusts, investment clubs or any other entity.

#### **4. Account Owner Representations**

Each Account Owner hereby represents, warrants, and covenants that:

- a. If you are an individual, you are of legal age under the laws of the state where you reside and authorized to enter into this Agreement. You also represent that, except as otherwise disclosed to us, you are not an employee of any exchange or FINRA, an associated person of a member firm of any exchange or a FINRA member firm; or, along with your spouse or immediate family member living in your household, a director, a 10% beneficial shareholder, or an affiliate of a publicly traded company.
- b. If you are an entity, you are duly formed, validly existing and in good standing in the jurisdiction of your organization, have full power and authority to enter and perform this Agreement, and the persons signing the application are fully authorized to act on your behalf.
- c. You are opening each Account for investment purposes and not to engage in any improper or illegal activity.
- d. You (i) certify that the information and representations contained in this Agreement, the application, and any other document or information that you furnish to us in connection with your Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing us to extend you credit is a federal crime; (ii) authorize us to obtain reports and provide information to others concerning your creditworthiness and business conduct; (iii) authorize us to contact any individual or firm noted herein or on the documents referred to in this section and any other normal sources of debit or credit information; (iv) authorize anyone so contacted to furnish such information to us as we may request; and (iv) agree

that this Agreement, the application and any other document you furnish in connection with your Account is our property. You shall promptly advise us (but in no less than ten (10) Business Days) of any changes to the information in such agreements, documents, or information. We may retain this Agreement, the application, and all other such documents or information at our sole discretion, whether or not credit is extended.

- e. No Person except the Account Owner(s) has an interest in any of your accounts (unless you are opening the Account as a fiduciary).
- f. You will comply with all Applicable Law with respect to your Account.
- g. You shall promptly notify us, in writing, if, at any time during the course of this Agreement, any of the representations or warranties made by you in this Agreement become inaccurate or untrue and of the facts related thereto.

## **5. Important Information about Procedures for Opening and/or Maintaining a New Account**

- a. Federal law, including the USA PATRIOT ACT, requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account to help the government fight the funding of terrorism and money laundering activities. This means that when you open or maintain the Account, we will ask for your name, address, date of birth, and Social Security Number or Taxpayer ID number, and other information that will allow us to verify your identity. We may also ask to see your driver's license or other identifying documents and subsequently make and maintain copies of those records. We may impose additional requirements for certain account types (e.g., accounts for legal entities) and seek the legal entity's name, tax identification number and address, to allow us to verify the entity. The legal entities may also be required to provide additional information to assist with verification of identity. We may also ask for the name, address, date of birth, Social Security Number of persons authorized to act on an account for a legal entity, to allow us to verify the identity of such persons. If persons are acting on your behalf as an Authorized Person, we may ask for each person's name, residential address, date of birth, and Social Security Number, to verify such person's identity.
- b. ETCB will take steps that it deems necessary and reasonable in its sole discretion to verify the authenticity of your identity. Further, you are required to notify us promptly if any information you provided to us changes so that we can update our records.
- c. You acknowledge that we may share the information you provide us through a third-party provider in accordance with federal law. You authorize us to make inquiries for verifying your identity. You further authorize us to share the results of these inquiries relating to the verification of your identity with your Authorized Persons as necessary. You understand that we may share this information with our third-party vendors and/or affiliates to determine your eligibility for other products and services we may offer.
- d. ETCB does not offer advice or recommendations. You understand that ETCB (or its representatives) is not permitted to provide investment advice or investment recommendations or offer any opinion regarding the suitability of any security, order, transaction or strategy for your Account, and no research opinion nor any security on any list or any information provided by ETCB constitutes a recommendation concerning any investment for your Account.
- e. Transactions executed through your Account are based solely on your own decision or that of your Authorized Person, as ETCB does not conduct evaluations of your personal financial situation,

needs, risk tolerance and investment objective(s). Any suitability information, including, but not limited to, information concerning your investment objectives, liquidity needs and tolerance for risk, collected for your Account(s) or related to your Account(s) will not be considered by ETCB when you make investments in your Account.

- f. You understand that check writing and the use of wire payments or Automated Clearing House (“ACH”) payments with respect to your Account are governed by the rules of the bank that facilitates such services for us, the Uniform Commercial Code, Federal and State laws and the terms and conditions set forth in our Terms and Conditions for Online Payment and Deposit Services, which is attached hereto as Exhibit A.

## **6. Joint Accounts**

If the Account is owned by more than one Person, you jointly and severally agree that each co-owner of the Account has complete authority to act on behalf of all and to give instructions concerning trades in the Account, including the delivery of funds and securities to the co-owners. We reserve the right to require that all Account Owners agree to a request if we believe it is necessary, but you agree we are under no obligation to do so. Unless you have notified us to the contrary in writing and we have accepted signed notification, all Accounts with joint registration shall be joint with right of survivorship. We will have no liability for any loss that arises from taking instructions from one Account Owner or requiring instructions from all Account Owners. Liability with respect to the Account shall be joint and several, and each of you will be fully liable for any amounts due to us under this Agreement. If registered as Tenants in Common, each of you have an undivided interest in the Account. If you are registered as Joint Tenants with right of survivorship or a husband and wife are registered as Tenants by the Entireties and one of you dies, the entire Account shall become the property of the survivor(s). In the event of an Account Owner’s death, the survivor(s) shall immediately notify us in writing and, along with the estate of the deceased, shall continue to be jointly and severally liable for any debit balance resulting from transactions initiated before we received the written notice of death. We reserve the right to freeze any Account and temporarily suspend trading privileges or restrict withdrawals from an Account when notice has been received of a dispute between the registered or beneficial owners or there is reason to believe a fraudulent transaction may occur.

## **7. Custodial Account for a Minor**

You understand and agree that any Account that is a custodial Account opened on behalf or for the benefit of a minor belongs to the minor for whom it was opened. If you transfer assets out of the custodial Account, you represent to us that those assets are to be used for the minor’s benefit. You are responsible for notifying us when the minor reaches the age of majority or is entitled to control the Account or the assets in the Account. You are responsible for taking any necessary actions to provide access to the Account and the assets in the custodial Account when the minor reaches the age of majority as defined by Applicable Law. If we believe the minor has reached the age of majority or is otherwise entitled to directly control the Account or the assets in the custodial Account, then we may restrict access or activity in the custodial Account and/or provide the former minor control of the Account and assets in the custodial Account.

## **8. Self-Directed Account**

You understand that Accounts opened with us are self-directed. We are only responsible for, and are authorized to, open or close Accounts, place and withdraw orders and take such other steps as are reasonable to carry out your directions. You understand that we do not provide any investment advice or offer any opinion with respect to the suitability of any transaction, security, or order in your Account.

Until we receive from you written notice to the contrary that is acceptable to us, we may accept from your Authorized Person, without inquiry or investigation, orders for the purchase or sale of securities and other property, and other instructions related thereto. (For the avoidance of doubt, such other instructions do not include instructions concerning the withdrawal of funds or other money movements unless you have specifically authorized that Authorized Person to take such action.) We are not otherwise responsible for the conduct of your Authorized Person. You agree that we shall be held harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided we have acted in accordance with the above.

## 9. SIPC Account Protection.

We are a member of the Securities Investor Protection Corporation (“SIPC”), which protects securities customers of its members up to \$500,000 (including up to \$250,000 for claims for cash) per client as defined by SIPC rules. You may request an explanatory brochure of this coverage at [www.sipc.org](http://www.sipc.org) or via telephone at (202) 371-8300. **You understand that such coverage does not include transactions or trading losses or declines in the value of securities.** You also understand that SIPC coverage may not apply to alternative investments.

## 10. Authorized Persons

- a. You may appoint an Authorized Person to your Account in any form or manner that is acceptable to us. We will provide an Authorized Person access to your Account and will continue to provide such access until notified in writing by you or the Authorized Person to terminate such access, as further described below. Your Authorized Persons may sign any necessary forms and agreements on your behalf to execute obligations with respect to your Account, and you will be bound by those forms and agreements as though you had signed them yourself. Any such form or agreement will be in full force until revocation or termination by you or an Authorized Person. You agree that we are not responsible for any actions or omissions of any Authorized Person taken on your behalf or that we believe are taken on your behalf, or our own actions taken in reliance thereon.
- b. You shall be responsible for investigating, selecting, instructing, and monitoring the Authorized Person and to perform whatever due diligence as may be appropriate before selecting or retaining that individual. The Authorized Person shall be the authorized agent of you and shall not be treated as an affiliate, agent, or employee of ETCB.
- c. You may remove an Authorized Person from your Account by providing written notice to us, on a form that is acceptable to us, but that removal shall not have the effect of canceling any notice or direction we received prior to us receiving the written notice of cancellation. You are solely responsible for removing the Authorized Person once you appoint that person by notifying us of such request to remove that Authorized Person through the process we require. If you revoke or terminate the authorization of an Authorized Person, you agree to notify them of your revocation or termination at or before you submit this revocation to us. We do have the right to remove an Authorized Person from your Account at our discretion. If we remove an Authorized Person in this manner, it is not a recommendation to you but rather is a business decision performed by ETCB.
- d. We may have an agreement with your Authorized Person with respect to your Account. If we or your Authorized Person terminate such agreement, your Authorized Person’s authority over your accounts will also be terminated. In such circumstances, you must appoint a new Authorized Person, and until you take such action, your Account will remain unmanaged, and you will have exclusive control and sole responsibility for your Account.

## **11. Adviser Agreement**

You acknowledge that your Adviser may have entered into a separate agreement with us to access and/or manage your Account. You authorize the Adviser (or its Authorized Person) to appoint and use other agents on the Account at Adviser's discretion, and should Adviser appoint an agent pursuant to this authority, we are entitled to rely on and execute any instructions from that agent as if Adviser directly gave those instructions to us.

## **12. Trusted Contact**

If you provide us with a trusted contact, then you agree that we are authorized to communicate with that Persons for the following reasons: (i) if we have questions or concerns about your whereabouts or health status; (ii) if we suspect that you may be a victim of fraud or financial exploitation; (iii) to confirm the identity of any guardian, executor, trustee, or holder of a power of attorney; or (iv) any other purpose permitted by law or regulation.

## **13. Confidentiality**

- a. We maintain the confidentiality of Account information in accordance with our Privacy Policy. An issuer of securities listed, or authorized for listing, on a national securities exchange that is distributing proxy materials to its shareholders is entitled to request from a broker-dealer the account information for customers who are shareholders of the issuer's securities if such shareholders have not objected to the release of such information. You acknowledge that unless we receive written objection from you, under SEC Rule 14b-1(c), we may provide your name, address, and security positions to requesting companies in which you hold securities.
- b. However, for securities that are not listed, or authorized for listing, on a national securities exchange, including, for example, mutual fund securities (unlisted securities), it may be necessary for us to disclose your information and information about your Account to initiate and/or complete securities transactions, to reconcile the number of outstanding or issued securities with the issuer, to assist with proper tax reporting on your holdings and/or to oversee your compliance with any conditions disclosed in prospectus or offering documents. In addition, we may receive requests by foreign tax authorities or issuers with respect to securities subject to foreign tax withholding or voting restrictions (whether those securities are listed or unlisted securities) and in those limited circumstances you agree to allow us to provide your information to them or their agents, whether within or outside of the U.S., even though, for all other purposes, you are objecting to such release. By agreeing to this Agreement, you permit us to release your Account information as outlined above. This permission does not override your continuing general objection to our providing your Account information to the issuers of the listed securities you own and hold in your Account with us. Please refer to our Privacy Policy for a description of the potential uses of your information by us or any third party.
- c. In addition to the above, an Authorized Person may direct us to share certain account information in the normal course of business. You agree that we can rely on this instruction and may disclose account information as directed by any Authorized Person associated with your account.

## **14. Electronic Communications and Signatures**

You acknowledge that you have read and understood the E-Sign Disclosure and Consent, which is provided to you as an Exhibit to this Agreement, and confirm that you affirmatively consent to the

electronic delivery of information as set forth therein, unless you have indicated in writing on Account Application or the E-Sign Disclosure and Consent that you decline to give such consent and, thus, require all communications to be in paper / hard copy and all signatures to be manually affixed.

### **15. Electronic Services**

- a. We do not guarantee that our systems will be available to you at any particular time. Access to our websites may be limited or unavailable during periods of peak demand, market volatility, system upgrades or other reasons.
- b. You agree that you will use our systems for lawful purposes as permitted by this Agreement. We reserve the right to suspend or deny access to our services without prior notice and for any reason.
- c. Certain features of our websites may require you to accept cookies. These websites may also include hyperlinks to websites owned or operated by third parties. You agree that we are not responsible for the content or availability of these other websites and will not be responsible for any loss due to reliance on these sites.

### **16. Statements and Confirmations.**

- a. You understand that we will deliver confirmations, statements, and all written or other notices concerning your Account directly to you. You agree that we shall be held harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided we have acted in accordance with the above.
- b. If you suspect any error in a statement or trade confirmation, or if you have not received a trade confirmation you must promptly notify us. It is your responsibility to review your statements and confirmations carefully and to contact us with questions or errors. You may object by telephone call or in writing, but you must confirm any oral objection or notice immediately in writing (via electronically by the email address provided on our website or to you). You further agree that reports of execution of orders and statements of your account will be conclusive if you do not object within ten (10) business days after transmittal to you for a statement and after five (5) business days of receipt of a confirmation. We reserve the right to challenge any objections.

### **17. Oral Authorization and Telephone Recordings**

You agree that we are entitled to act upon any oral instructions that you or your Authorized Person give us consistent with the terms of this Agreement so long as we reasonably believe such instruction was actually given by you or your Authorized Person. You understand and agree that we may, in our sole and absolute discretion, record telephone conversations between you and us to evidence your instructions and you consent to the same.

### **18. Tax Reporting**

We will report the proceeds of sales transactions and dividends paid to the Internal Revenue Service in accordance with Applicable Law. For qualified accounts, our affiliate, Equity Trust Company will serve as your account's directed trustee and will perform your account's tax reporting to the Internal Revenue Service, in accordance with Applicable Law.

## **19. Beneficiary Designations**

Changes in the relationship between the Account Owner and designated beneficiary (such as marriage, divorce or adoption) will not automatically add or revoke beneficiary designations. The Account Owner must submit a new beneficiary designation to us with such changes.

## **20. Sub-Agents**

We may engage other brokers or agents in connection with the execution of any order or the consummation of any other transaction with respect to your Account and we shall only be responsible for reasonable care in their selection.

## **21. Third Parties**

Subject to Applicable Law, we may delegate certain administrative, operational, or other custodial related services with respect to your Account for which we otherwise have responsibility under this Agreement to affiliated and unaffiliated third parties, including, but not limited to, Equity Administrative Services, Inc. (“EAS”) or Equity Trust Company (“ETC”). The limitations on our duties for you under this Agreement or otherwise shall apply with respect to each third party so employed or retained on our behalf.

## **22. Rights and Responsibilities Associated with Placing Transactions**

- a. You are fully responsible for the content and accuracy of all authorized instructions, and for all results and consequences of such instructions, placed by you or your Authorized Person.
- b. All decisions relating to your investment or trading activity shall be made solely by you or your Authorized Person.
- c. You agree that cash and available funds or equity must be in your Account prior to the execution and/or settlement of trades. In the event that you or your Authorized Person reneges on a trade, for whatever reason, responsibility for any liability, claim, loss or diminution of value of your Account, including, but not limited to, any tax consequences relating thereto, will be borne by you.
- d. In connection with any brokerage services, we will not: (i) act as a principal for any trades or make a market in any security or mutual fund; (ii) solicit orders; (iii) exercise discretion with respect to investment decisions on behalf of you or your Agent; (iv) provide research or advice regarding securities; (v) provide any party or entity with advice regarding any investment strategy involving a security or securities, with investment recommendations or otherwise give investment, tax or legal advice; or (vi) offer any proprietary investment products.

## **23. Trading Restrictions**

You understand that we may, in our sole and absolute discretion, prohibit or restrict the trading of securities, or the substitution of securities, in any of your Accounts. You understand that we may execute all of your orders on any exchange or market unless you specifically instruct us in writing to the contrary.

## **24. Sell Orders: Deliveries and Settlement**

Unless otherwise specifically designated, we will deem any order directing the sale of securities or other assets to be a “long” sale, and in connection with any such order, you represent to us that you are the owner of the property subject of such order and agree to deliver the property to us in negotiable form on or before the settlement date. In the event that you fail to deliver the property to us by the close of business on the settlement date, you authorize us, in our sole and absolute discretion and without notice to you, to (i) delay settlement, (ii) purchase comparable property to cover your position, or (iii) cancel the transaction. We may also charge any loss (including interest), commission and fees to your Account.

## **25. Buy Orders: Settlements**

When you or your Authorized Person direct us to purchase securities or other assets, you agree to provide sufficient collected funds to cover such purchase on or before the settlement date. In the event that you fail to provide sufficient funds, you agree that we may at our option and without notice to you, (i) charge a reasonable rate of interest, (ii) liquidate the property subject of the buy order, or (iii) sell other property owned by you and held in any account. You agree that we may also charge any consequential loss to your Account.

## **26. Fractional Shares**

You understand and agree that we will convert any fractional shares in your Account to cash and such cash will be subject to the Program (as described in Section 40) if applicable. If you decide that you want to reinvest any fractional shares rather than have such cashed out, you must send us a written direction to reinvest and provide any necessary specifications we need to carry out your direction.

## **27. Margin**

If you qualify for and are approved for margin in your Account, then you agree that you are aware of, and shall be bound by, all Applicable Law with respect to margin. You agree that you have read, understood, and agree to the disclosures and terms and conditions of the Margin Disclosure Statement attached hereto as Exhibit B and Margin Account Addendum attached hereto as Exhibit C.

## **28. Prohibition on Freeriding**

If we have not afforded you margin privileges (referred to in this section as a cash account), then you must pay for the purchase of a security before you can sell it. If you buy and sell a security before paying for it with settled funds, then you have committed a “Good Faith Violation.” If you buy securities and then pay for that purchase by using the proceeds from a sale of the same securities, then you are engaging in an activity that is prohibited by federal regulations called “freeriding”. Accordingly, you understand and agree that if you purchase securities in a cash account and sell them before payment is received, we will place that cash account on restricted status for a period of 90 calendar days following the trade date or place other restrictions as required or permitted by law or regulation. During any period of restriction, unless your cash account contains funds in advance of the trade sufficient to pay for any new purchase in full, you agree that you will not be permitted to purchase or sell any new securities in that cash account. You agree that we can cancel or remove any trades from your cash account that are made in violation of these or any other legal or regulatory prohibitions on freeriding. Nothing stated in this section constitutes a modification of any Applicable Law to which you and us are subject.



## **29. RESERVED**

## **30. Distributions**

In the event that you sell a security prior to its ex-dividend/distribution date, and you receive the related cash/stock dividend or distribution in error, you direct us on your behalf to pay such dividend/distribution to the entitled purchaser of the securities sold, and you guarantee to promptly reimburse us for, or deliver to us, said dividend or distribution.

## **31. Corporate Actions and Proxies**

- a. You are responsible to know the rights and terms of all securities in your Account.
- b. You are solely responsible for knowing about periodic payment activities including cash, stock, and optional dividends. We are not obligated to notify you of any such activities.
- c. Certain securities may provide you with rights that expire unless you act. We are not obligated to notify you of any upcoming expiration or redemption dates or to take any other action on your behalf without specific instructions from you, except as required by applicable law. This provision notwithstanding, if any such right is about to expire, become worthless, or be redeemed for significantly less than its fair market value, and you have not provided instructions to us, then we may, at our sole and absolute discretion, act on your behalf and credit your Account with the proceeds. You understand that that we are not obligated to do so, and as such, you expressly agree not to hold us liable for any losses or expiration of rights arising out of or relating to your failure to act or to give instructions to us to act on your behalf.
- d. You are responsible for knowing about any reorganizations related to securities that you hold, including, without limitation, mergers, name changes, stock splits, and reverse stock splits. We are not obligated to notify you of any such reorganizations before they occur. You acknowledge that we will not allocate securities or funds resulting from reorganizations until we receive such securities or funds from the paying agent or depository. On voluntary reorganization instructions (i.e., tender or exchange offers), you agree to provide instructions to us no later than two (2) business days prior to the expiration of the offer to allow us sufficient time to act on your instructions. We will process any instructions received after that time on a “reasonable efforts” basis only.

## **32. Payment for Order Flow**

- a. Rule 607 of Regulation NMS requires us to disclose, upon opening a new customer account and on an annual basis thereafter: (i) our policies regarding receipt of payment for order flow, including a statement as to whether any payment for order flow is received for routing customer orders and a detailed description of the nature of the compensation received, and (ii) our policies for determining where to route customer orders that are the subject of payment for order flow absent specific instructions.
- b. We transmit customer orders for execution to various exchanges or market centers based on a number of factors, including the order’s size, the security’s trading characteristics, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. We may receive remuneration (payment for order flow) from such exchange or market centers, including without limitation, any monetary payment,

service, property, or other benefit that results in compensation or consideration to us in return for directing orders. Compensation is generally in the form of a per share or per contract basis. However, the potential for receipt of order flow is not a factor in the routing determination. The nature and source of any payments and/or credits received by us in connection with any specific transactions will be furnished upon written request.

### **33. Fees and Charges**

- a. You understand that there are commissions and fees for executing buy and sell orders and for other services provided under this Agreement. You agree to pay such commissions and fees at the then prevailing rate. You acknowledge that the prevailing rate may change without notice. You agree to be bound by such changes. You specifically agree to pay a reasonable rate of interest on the principal amount of any debt balance carried with respect to the Account. Interest due on the Account is payable on demand. If you request any stock borrow and we offer such services, then you also understand and agree that we may charge you borrow rates that we determine in our sole discretion and which we will disclose upon request.
- b. We may, from time to time, establish independent contractor relationships with third parties for products and services that may be beneficial to you and whereby we receive a fee paid from by the third party pursuant to an agreement between us and the third party offering the services. These third parties may be affiliates with whom we have common ownership (such as EAS and ETC). You should consult with your financial and legal advisors before purchasing any such product or services, and it is your responsibility to perform proper due diligence with regard to any product or service offered by any such third parties, and we make no recommendations and provide no investment advice regarding any such product or services or with regards to your needs or Account. You are in no way obligated to purchase products or services generally or to purchase products or services from any such third party. You may not rely on any statement made by us or any of our officers, directors, employees, or agents for any decisions regarding the purchase of any product or service from any such third party.
- c. We may receive fees from unrelated third parties as a result of an agreement with such third party for servicing your Account. We also may, from time to time, offer other services, such as the right to use our licensed proprietary software and investment platforms to unrelated third parties for a fee (including, without limiting, a transaction-based fee) paid by such third party, to prove you with the ability to make investment purchases and sales through such platforms or use of these services.
- d. We may utilize third party services to obtain data necessary to perform our obligations under this Agreement and you agree that we may charge your Account a fee for utilization of such services. We may charge you and/or your Account for any reasonable expenses incurred by us in connection with any services that we deem necessary, or which are directed by you for the administration of your Account. These include, but are not limited to, attorney fees and expenses associated with the defense of or on behalf of your Account or its assets and in defense of us if we are named in any proceeding involved your Account.
- e. You also agree to pay such expenses incurred by us in connection with collection or any unpaid balance due on your Account, including, but not limited to, attorney fees and expenses allowed by Applicable Law. You agree that we may deduct any fees and charges directly from your Account to the extent permitted by the Applicable Law.

- f. We may also pay unrelated third parties for marketing or other services they provide to us generally or in connection with your Account.
- g. You understand that you may incur third party fees associated with a transaction or investment because of your relationship with such third party and you acknowledge that these third-party fees may not be disclosed on our fee schedule. You acknowledge that you are solely responsible for these third-party fees.

#### **34. Lottery Allocation System**

If we hold any securities for you that are callable in part, you agree to participate in an impartial lottery allocation system of the called securities in accordance with FINRA rules.

#### **35. Valuation of Alternative Assets and Worthless Securities**

- a. Annually (or more frequently), we may request updated valuation information from you and/or your Authorized Person. It is your duty to ensure that the fair market value of the alternative assets in your Account are accurate. We report the value of the assets in your Account on your Account statements, and we will report the value as accurately as possible using the resources available to us. Where the fair market value of an asset in your Account is readily ascertainable on either an established exchange or generally recognized market used in the financial services industry, we will report such valuations. Where the fair market value of an asset in Your account is not readily ascertainable, you agree that you will provide to us an acceptable valuation of the asset. We have no obligation to verify the values of the alternative investments that are provided to us and assume no responsibility for the accuracy.
- b. If you do not provide a valuation or appraisal for alternative assets, we may report that the asset's value at its last known fair market value, at its acquisition cost, or we may, at our discretion, use a third-party source to value the asset. We may require that you provide such an appraisal or validation with an updated valuation of the asset for any transaction which results in a taxable event, such as a distribution. You are solely responsible for the tax consequences of asset values reported to the Internal Revenue Service in connection with a distribution of any assets in your account or any other taxable event.
- c. If you believe that an asset in your Account should be reported at a different value, or does not have any value, it is your responsibility to provide us with information sufficient to demonstrate that the asset's reported value should be changed. You may provide us with this information through means we consider acceptable to evidence the new value of the asset. If you do not provide sufficient information to devalue the asset, we may continue to report the asset at the last known value given to us or provided by a third-party source. If we become aware that an asset has lost value or has no value, we may notify you of such information and may reduce the value of such asset.

#### **36. Market Data**

- a. We may convey to you delayed, or current (which will require additional agreements from you regarding the use of such data with the various exchanges providing such data and perhaps other agreements), last sale transaction data, bid and asked quotations, news reports, third-party analysts' reports or research, and other information relating to securities and the securities markets (collectively referred to in this section as "market data"). We obtain market data from securities exchanges, markets and from third parties that transmit market data (collectively referred to in this

section as “the market data providers”). All market data is protected by copyright laws. We provide market data for your personal noncommercial use. You may not sell, market, or distribute it in any way, unless you have entered into written agreements with the appropriate market data providers. We receive the market data from industry sources that are believed to be reliable. However, the accuracy, completeness, timeliness, or correct sequencing of the market data cannot be guaranteed either by us or by the market data providers. Neither we nor the market data providers will be liable for interruptions or delays in the availability of market data or your access to market data.

- b. Your right to use market data is subject to the terms of all of your agreements with applicable providers of such market data. We may charge a fee for providing this market data, which may change from time to time. We, or our providers of market data, may inform you of the applicable fee for market data by posting applicable information to our website(s) or by other means. We may set off any amount due from you in respect of market data from your account without providing further notice to you.
- c. **Market data is provided “as is” and on an “as available” basis without any warranty of any kind, express or implied. We are not responsible for, and you agree not to hold us liable for, lost profits, trading losses or other damages resulting from inaccurate, defective or unavailable market data. In any case, our liability arising from any legal claim (whether in contract, tort or otherwise) relating to the market data will not exceed the amount you have paid for use of the services or market data for the prior calendar month. You agree that we may correct any execution reported to you that was based on inaccurate market data provided to us by an exchange, market center or other data provider.**

### 37. Trade Execution and Prices

You understand and agree that:

- a. You or your Authorized Person are solely responsible for selecting the terms of your orders, including, but not limited to, the security, order type, quantity, and time in force.
- b. High volumes of trading may cause delays in execution and result in prices that are significantly different than the price quoted at the time that the order was entered.
- c. The execution price that you receive may be impacted by factors beyond our control and responsibility.
- d. The execution of market and stop-market orders may be at price that is significantly different from the security’s quoted price. In addition, a market or stop-market order placed when the markets are halted or closed may be executed at a price substantially different than the previous closing price once the markets are open. You are obligated to pay or receive that prevailing price regardless. If this price exceeds the available cash in your account, and you do not have margin privileges, then we may make immediate action to sell these securities without notice to you and you agree that you are responsible for any debit balances that result from these actions.
- e. Securities that are traded in over-the-counter bulletin boards (“OTC equity securities”) and other thinly traded securities are more volatile and generally less liquid than securities that are traded on exchanges. At its own discretion, ETCB may restrict access to certain securities traded in over-the-counter bulletin boards or that are thinly traded securities. ETCB may also restrict your ability to enter market orders and other order types in certain instances and require you to place limit

orders to trade OTC equity securities. For more information, please see the Firm's Over-the-Counter Equities Disclosure posted to our website.

- f. You may suffer market losses when systems issues result in an inability to place orders.

### **38. Mutual Funds**

If you purchase or hold a mutual fund, you agree to read and understand the terms of its prospectus as it is important that you understand, among other important attributes, the mutual fund's sales charges, expenses, purchasing, switching or redemption procedures, and management fees you will be charged, as well as any breakpoint discounts to which you may be entitled. We encourage you to review the applicable fees and discounts with your Adviser or Authorized Person and review the available prospectuses and additional information when choosing among mutual fund products. For more information on this topic, please see [FINRA's Mutual Funds Breakpoint Discounts Disclosure Statement on its website](#). You authorize us to act as your agent in the purchase and redemption of mutual fund shares. You understand that any mutual fund order that you entered with us is placed on a best efforts basis as prescribed and recognized by the individual fund, and that we are not responsible for unexecuted orders due to the failure of any communication system.

### **39. Insured Deposit Program**

- a. You understand and agree that we may automatically deposit all undirected and uninvested cash from any source, including, but not limited to, contributions, transfers and income from assets held in your Account, into our Insured Deposit Program (the "Program"), which places such deposited cash into one or more financial institutions that qualify as well-capitalized under federal bank regulatory agency definitions. Interest earned on such cash balances net of the Program fee shall be credited to your Account as of the end of each month, provided your Account is open on the last Business Day of the month.
- b. You acknowledge and agree that you have read and understand the Program terms and conditions attached hereto as Exhibit F.
- c. You direct us to sweep available free credit balances automatically into the Program utilizing such well-capitalized financial institutions until such time as further direction is received from you or your Authorized Persons.
- d. You also authorize us to transfer any such cash to a different well-capitalized financial institution without any further approval from you.
- e. You acknowledge and understand that the Program cutoff is 3:00 pm US Eastern time each Business Day (the "Cutoff") and any uninvested or undirected cash received after the Cutoff will be held by us in a zero-interest money market fund until the following Business Day, at which time such cash will be deposited into the Program.

### **40. Payment of Indebtedness upon Demand**

- a. In the event you become indebted to us in the course of owning this Account, you agree to repay any such indebtedness upon our demand. If after our demand you fail to pay the indebtedness, then you agree that we may close your Account and/or liquidate any assets in it at our discretion to pay such indebtedness. As security for any and all liabilities arising in favor of us, you agree that we will have a security interest in all property we hold to the extent permitted by Applicable

Law. You authorize us to make whatever disposition of pledged property we may deem appropriate to realize the security afforded by this provision, and you will remain liable for the deficiency. You further agree that we shall be entitled to exercise the rights and remedies generally afforded a secured party under the Uniform Commercial Code. Finally, you agree to reimburse us the reasonable costs of collection of any debit balance and any unpaid deficiency in your Account, including any attorney's fees we incur.

- b. You understand that if you have not paid what you owe to ETCB, its affiliates, including but not limited to ETC, or your Advisor, then without notice, ETCB may sell any and all securities and other property which it holds for you (either individually, jointly or in the name of another person) or take any action that ETCB in its sole discretion deems appropriate to cover the debt owed or in dispute or to otherwise protect ETCB.

#### **41. Security for Indebtedness**

You consent to us having a continuing security interest in, right of set-off to and lien on all securities, cash, investment property and other property in your Account (“Collateral”). Subject to Applicable Law, and without prior notice to you, we may sell or transfer Collateral to satisfy your obligations. We also have the discretion to determine which securities and other properties are to be sold and which contracts are to be close. We have all the rights of a secured party under the Uniform Commercial Code. This security is in addition to any other rights or remedies available to us under Applicable Law.

#### **42. Effect of Attachment or Sequestration of Accounts**

You agree that we shall not be liable for refusing to obey any orders given by or for you with respect to any Account that has or have been subject to an attachment or sequestration to any legal proceeding against you, and we shall be under no obligation to contest the validity of any such attachment or sequestration.

#### **43. Effect of Death**

- a. You agree that, in the event of your death, your Authorized Person, the personal representative, your estate or your beneficiary has to give us written notice of your death immediately upon discovery. We may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of or restrict transactions in the account as we may deem advisable to protect us against any tax, liability, penalty, or loss under any present or future laws or otherwise. Such notice shall not affect our rights under this Agreement to take any action we could have taken if you had not died.
- b. Notwithstanding the above, we may cancel all open orders or pending account transfers in case of your death. Still, we shall not be responsible for any action taken on such orders or transfers before receiving notice of death. Further, in our sole and absolute discretion, we may close out any or all of your Accounts without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any such personal representative.

#### **44. Account Termination, Restriction and Escheatment**

- a. At our sole discretion, we may amend this Agreement or terminate, deactivate, restrict, or block access to your Account at any time, which shall become effective immediately without notice upon delivery of such notice to you at your email address or last known physical address. Termination may include specific Account services, Account trading features (such as but not

limited to Option and/or Margin privileges) as well as the Account itself. Termination of your Account will result in the cancellation of all open orders and other features and/or privileges associated with the Account. If we decide to close your Account and you fail to transfer it to another broker, we may liquidate your Account and send you the proceeds.

- b. You will remain responsible for all charges, debts, or other transactions that arise before or after your Account is closed. We reserve the right to charge a service fee or close any Account that fails to maintain minimum balances. This Agreement survives termination of your Account.
- c. You and/or your Authorized Person will be notified of any actions or charges we take against your Account. Accounts may incur termination fees and other fees. Please consult our website regarding the fee disclosures.
- d. In the event assets remain in your Account for a period of time and we are unable to reach you, your assets may be transferred to the appropriate state within the parameters and time period specified by applicable state law. We encourage you to contact the appropriate state government agency of the state in which you reside for more information about the treatment of unclaimed property in your state and the escheatment process.
- e. You understand that we may (whenever we consider itself to be at risk for any reason with respect to your Account) freeze or close/reject any trade/order or prohibit or restrict trading of securities or alternative investments in your Account without notice to you, and you shall remain liable for all your obligations to ETCB under this Agreement or otherwise.
- f. When your Account is closed or this Agreement is terminated, you agree that you will be responsible for giving ETCB instructions for how to dispose of the assets held in your Account. You agree that you will be responsible for any transaction costs, including commissions, associated with your instructions.

#### **45. Indemnification and Limitation of Liability**

- a. Except to extent arising from our gross negligence, fraud or willful misconduct, to the maximum extent permitted by Applicable Law, you agree to indemnify, defend and holds harmless ETCB, its affiliates and its and their respective officers, directors, employees, contractors, agents, successors and assigns (collectively, "Indemnified Parties") from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses (including reasonable attorney fees) resulting or arising directly or indirectly from the use of our services or transactions in your Account, including without limitation:
  - i. Any breach by you or an Authorized Person of any provision of this Agreement;
  - ii. Any dishonest, fraudulent, negligent or criminal act or omission by you or an Authorized Person;
  - iii. Any inaccurate or outdated information supplied to us by you or an Authorized Person;
  - iv. Any dispute that does not directly result from our willful misconduct or gross negligence in our performance of services as set forth in this Agreement or any other agreement as determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment;
  - v. The performance or non-performance, delivery or non-delivery of services by your Authorized Person and any dispute between you and your Authorized Person that does not directly result from our performance of services as set forth in this Agreement;

- vi. Any allegation that the Indemnified Parties acted or failed to act in an “advisory,” “supervisory,” “surveilling,” “fiduciary” or “reviewing” role with respect to your Account;
  - vii. Any allegation that the Indemnified Parties acted improperly or failed to act properly in permitting or continuing to permit, any services to be rendered to you (or the manner in which such services were rendered or failed to be rendered), including any trading or investment activity or movement of money or funds (or lack of any such activity or movement thereof);
  - viii. The failure by any person not controlled by the Indemnified Parties to perform any obligations to you;
  - ix. Any compromise of your or your Authorized Person’s computer, network, or methods you or your Authorized Person use to protect your Account or the email you or your Authorized Person use to communicate with us;
  - x. Any issues arising in connection with “held away assets” (as defined below) and third parties’ servicing such held away assets; or
  - xi. Any debit, deduction or reduction in value from (i) reclaimed funds resulting from (A) the initiation of electronic funds transfers (EFT) to or from any account by you regardless of reason or when made, (B) any checks returned for insufficient funds, (C) any wire or other transfer not properly authorized by you (it being understood that reclaims can be made for substantial periods of time after the initial credit was processed and without recourse); and (ii) any fees owed to Indemnified Parties by you if there are insufficient monies and securities after liquidation to cover fees owed to us.
- b. None of our Indemnified Parties or their third-party service providers shall be liable for any actions taken or omitted in accordance with any instruction from you or your Authorized Person. To the maximum extent permitted by Applicable Law, none of our Indemnified Parties and their third-party service providers shall be liable for any action taken or omitted to be taken by any of them under this Agreement or in connection with the services provided to you except to the extent that such Losses are actual losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from such Indemnified Parties’ or such third-party service provider’s gross negligence, fraud or willful misconduct. In no event shall any of our Indemnified Parties or their third-party service providers be held liable for (i) indirect, consequential, exemplary, or punitive damages; or (ii) any loss of any kind caused, directly or indirectly, by any extraordinary or force majeure event (including, without limitation, any event beyond our reasonable ability to control such as pandemics, fire, flood, and similar acts of nature, market, electricity, communications and/or Internet outages, terrorism, war, government actions or restrictions, public or private exchange or market regulatory rulings, suspensions of trading, or quote vendor, market maker or other third-party errors, failures or outages, as well as actions or omissions of unaffiliated third parties); or (iii) any losses or liabilities that arise as a result of computer viruses, malware, or the theft or interception of your account information or credentials, including any actions taken by us pursuant to instructions from someone acting with apparent authority over your account; or (iv) any losses caused directly or indirectly by our decision to voluntarily limit, restrict or suspend trading of any security through us for any reason, including, without limitation, for risk management purposes, or (v) any losses or liabilities that arise as a result of high trading volume, market volatility, or computer, telecommunications, or Internet failures, regardless of the cause including specifically if caused by us due to our gross negligence or willful misconduct, and you unconditionally waive any right you may have to claim or recover such damages (even if you have informed an Indemnified Party or their third-party service providers of the possibility or likelihood of such damages).
- c. You will institute a defense against any claims at your sole expense and using counsel reasonably acceptable to us. You will keep us informed of the status of the defense of such claims, and you shall not agree to entry of any judgment or enter into any settlement without our written consent



(which consent shall not be unreasonably withheld) unless: (i) the judgment or proposed settlement involves only the payment of monetary damages by you, does not impose injunctive or other equitable relief upon you and releases the Indemnify Parties from any liability; (ii) there are no additional third party claims that are reasonably likely to be made against us; (iii) there are no likely adverse impacts on existing third party claims as a result of the will have no liability with respect to such judgment or proposed settlement. Notwithstanding the foregoing, we will have the right to assume the defense of such claims at your sole expense.

- d. If the Indemnified Parties suffer or incur any Losses for which the Indemnified Parties are entitled to be indemnified pursuant to this Agreement, and you shall fail to make such indemnification within ten (10) business days after being requested to do so, we have the right to deduct the amount of such Losses from your Account.

#### **46. Governing Law**

This Agreement, all documents that it incorporates by reference and all transactions made in your account will be governed by the laws of the State of New York (regardless of the choice of law rules thereof) except to the extent governed by federal securities law, the Federal Arbitration Act, and to the constitution, rules, regulations, customs and usage of the exchanges or market (and its clearing house) where executed.

#### **47. Arbitration**

- a. **Any controversy or claim arising out of or relating to this Agreement or the Account established by this Agreement or any transaction therein shall be determined by an arbitration panel convened by FINRA Dispute Resolution under its applicable Code of Arbitration Procedure (“FINRA Code”) then in effect. You agree that any judgment upon an award rendered by arbitration may be entered in any court having proper jurisdiction. You understand that:**
  - i. **Arbitration is final and binding on the parties. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
  - ii. **The parties are waiving their right to seek remedies in court, including the right to a jury trial. 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. **Pre-arbitration discovery is generally more limited than and different from court proceedings. 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’ award is not required to include factual findings or legal reasonings and any party’s right to appeal or seek modification of rulings of the arbitrators is strictly limited. 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 within the requisite time required by the FINRA Code.**
  - v. **The panel of arbitrators may 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 to court.**
  - vii. **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**
- b. **This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum, unless such a waiver would be void under the federal securities laws.**
  - c. **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 or a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until the class certification is denied; the class is decertified; or 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 Agreement except to the extent stated herein.**
  - d. **The venue for all arbitration proceedings arising out of or relating to this Agreement shall be Cleveland, Ohio to the extent enforceable under the FINRA Code.**
  - e. **You expressly agree that this agreement to arbitrate does not entitle you to arbitrate claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction.**

#### **48. Notice**

We may send you all communications at the mailing address for the Account or email address that you have given us in your Account Application or at such other address as you may hereafter give us in writing or by email at least ten (10) days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to you personally, whether actually received or not.

#### **49. Force Majeure**

We shall be not be liable or responsible to you, or be deemed to have defaulted under or breached this Agreement, for any failure or delay (and any related loss) in fulfilling or performing any term of this Agreement, when and to the extent our failure or delay is caused by or results from the following force majeure events (“Force Majeure Event(s)”): (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or action; (v) national or regional emergency; (vi) telecommunication breakdowns or power outages or shortages; (vii) pandemic; and (viii) other similar events beyond our reasonable control.

#### **50. Miscellaneous**

- a. Entire Agreement. This Agreement, and the attachments thereto, represents the entire agreement between you and us with respect to the matters contemplated herein and supersedes all prior agreements.
- b. Ratification. You hereby ratify and confirm all transactions heretofore made and entered into with us.

- c. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns.
- d. Amendment. This Agreement may be amended from time to time by us upon written notification to you, which amendment shall become effective immediately upon delivery of the notice of such amendment to you at your email address or last known physical address in our sole discretion.
- e. Assignment and Transferability. We may assign or otherwise transfer your Account(s) to our successors and assigns.
- f. Severability. If any provisions or conditions of this Agreement become inconsistent with any Applicable Law or are deemed invalid or unenforceable by any arbitrator or court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by Applicable Law, to make this Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this agreement shall continue in full force or affect.
- g. No Waiver, Cumulative Nature of Rights and Remedies. Our failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, or a continued course of such conduct on our part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to us in this Agreement are cumulative and not exclusive of any other rights or remedies to which we are entitled.
- h. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- i. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

BY YOUR SIGNATURE ON THE APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO THE TERMS SET FORTH IN THE FOREGOING AGREEMENT, AND THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AT SECTION 47.

**51. EXHIBITS**

**EXHIBIT A**

**Online Payment and Deposit Services Addendum**

**ONLINE PAYMENT AND DEPOSIT SERVICE ADDENDUM**  
**PLEASE READ CAREFULLY**  
**[Rev. November 2023]**

Please note that capitalized terms used but not otherwise defined herein shall have the same meaning assigned such terms in the Account Owner Agreement (the “Agreement”). In the event of a conflict between this Payment Addendum (defined below) and the Agreement, the stricter term shall control.

You understand that check writing and the use of wire payments or Automated Clearing House transfers with respect to your Account are governed by the rules of the bank that facilitates such services for us, the Uniform Commercial Code, Federal and State laws and the terms and conditions set forth in our Terms and Conditions for Online Payment and Deposit Services, which is a part of this Agreement.

You agree that we may limit whether we accept or permit ACH (as defined below) transfers initiating or terminating through us. You also agree that if we permit such transactions, we may restrict the financial institutions to which you may direct cash via ACH from your Account and from which you may direct cash to your Account via ACH. We may also restrict your ability to withdraw the cash from your Account that has been deposited by ACH, by check, by wire or otherwise by limiting the methodology for withdrawal and/or by imposing a hold period.

You agree to pay fees for our and the bank’s expenses of providing the ACH and check writing services. These include, but are not limited to, fees for ordering checks, bounced checks or returned ACH transfers, stop payment requests, and dishonored checks that are deposited to your Account. Please consult our website for a current list of fees and charges.

**TERMS AND CONDITIONS FOR PAYMENT SERVICES**

These Terms and Conditions for Payment Services (“Payment Addendum”) apply if you have enrolled in any of the payment services we offer as described below (“Payment Services”). These terms and conditions are in addition to those found in your Agreement). Except as defined below, the terms we use in this Payment Addendum have the meanings as articulated in your Agreement. If any provision in this Payment Addendum conflicts or is inconsistent with any provision of your Agreement, the provisions of this Payment Addendum will control with respect to those Payment Services described below.

You agree that the Payment Services are subject to the applicable terms and conditions below (“Terms”) and the fees and charges set forth in our fee schedules, as we may amend these from time to time subject to applicable law and the terms of the Agreement. You further agree that each use of any Payment Service or the Payment Services means your agreement to be legally bound by the Terms and Fee Schedule,<sup>1</sup> as amended. The changes will be binding on you and any Authorized Person as of the date of the amendment. For purposes of this Payment Addendum, “business days” are Monday through Friday, except for Federal holidays and days on which the New York Stock Exchange is closed for business.

**GENERAL TERMS**

**1. Description of Payment Services**

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<sup>1</sup> [This term is not defined in this addendum or the Agreement. Which Fee Schedule is being referred to and will such be attached to this addendum?]

For purposes of this Payment Addendum, “ACH” means any electronic fund transfer to or from the Account through a Money Transfer, a Direct Debit, or Direct Deposit transaction (all as defined below).

We may make any of the following Payment Services available to you in our sole and complete discretion: (1) check writing against funds in the Account, (2) ACH transfers initiated from your Account to debit or credit an ACH-eligible bank account titled in the same legal name as the Account (“Money Transfers”), (3) ACH transfers initiated at a third-party bank that result in a direct debit to your Account (“Direct Debit”) or a direct deposit to your Account from a third-party payor (“Direct Deposit”), and (4) transfers from your Account to third-party accounts at our or other financial institutions (also “Money Transfers”). We refer to debits via Money Transfer, and Direct Debits as an “ACH Payment” and collectively as “ACH Payments.” Some or all Payment Services may not be available for all Accounts and in some cases, not all of the Payment Services will be available at any one time. Please contact us determine your eligibility.

Check writing services are made available in conjunction with Dollar Bank (“Paying Bank”), pursuant to a contract between us and Paying Bank, subject to your acceptance of Paying Bank’s terms.

Services relating to outgoing wires and check requests are provided by Paying Bank. This Payment Addendum applies to any eligible Account that is currently, or may in the future be, enrolled in the Payment Services.

You understand that the Payment Services are self-directed, which we make available solely in our capacity as a broker-dealer. You agree that you are responsible for your use of the Payment Services and any Authorized Person that you have authorized to use Payment Services on your behalf.

## **2. Condition for Use, and Authorization to Use, Payment Services**

Your access to the Payment Services is subject to our review and approval. We may withdraw or limit your access at any time in our sole and complete discretion.

You authorize us and any of our employees, staff, representatives, and agents to process your application for the Payment Services. You consent to us and any of our employees, staff, representatives, and agents reviewing personally identifiable and financial information regarding your Account in connection with our review. You agree to keep current all information provided to us as a condition to enrollment and use of the Payment Services.

You authorize us to make credit inquiries about you or any Authorized Person that we consider necessary to process your application and to conduct any review of your application for or use of any Payment Service including, but not limited to, to verify your name, address, phone number, Social Security Number, and date of birth. You also authorize us to disclose the results of such inquiries we deem appropriate in our sole discretion to any agent, vendor or other third party necessary to make the Payment Services available to you.

By enrolling in the Money Transfer services, you hereby grant a standing authorization to us and our service providers to initiate credit entries and debit entries to your Account, including to process a Money Transfer. You also authorize us to make any necessary debit or credit adjustments to your Account to correct any entries made in error. Your standing authorization supersedes and replaces all prior authorizations and remains in full force and effect until we receive written notification from you of the termination or limitation of the authorization, in a time and manner as to afford us and our service providers reasonable opportunity to act on it.

You acknowledge the indemnification provisions of the Agreement apply to your use of the Payment Services.

### **3. Use of Authorized Persons**

To the extent you grant your Authorized Persons such authority, your Authorized Persons may initiate credit entries and debit entries between the Account and other eligible accounts under the standing authorization set forth above, and otherwise to use the Payment Services, in each case in your name, on your behalf and at your sole risk. The authority of any Authorized Persons you appoint may be limited in certain respects, based on our internal controls and procedures and the level of authorization you grant to your Authorized Person. You agree not to allow any person to authorize us to transfer funds to or from your Account or otherwise to use the Payment Services unless the authorization for that person is complete and we approve it. You also agree that you assume all liability for any acts or omissions of your Authorized Persons in using the Payment Services. We assume no liability for any use of the Payment Services by you or any Authorized Person appointed by you to access one or more of the Payment Services.

### **4. Security Procedures**

We will issue you a User ID and authorize one or more Passwords to access the Payment Services through our website. We will issue separate User IDs and Passwords to each Authorized Person to use your Account. You may be required to comply with other security procedures we, the Paying Bank or our service providers establish from time to time to verify the authenticity of any authorization or instruction to transfer funds to or from your Account. You agree to comply with these security procedures at all times and to not provide your User ID and Password, or any PIN, to others that are not authorized to use the Payment Services. You must notify us immediately if you know or suspect that the confidentiality of your (or any of your Authorized Person's) User IDs and Password(s) or PIN has been compromised.

You acknowledge and agree that the security procedures mandated by us, and our service providers are to protect your Account assets by verifying your identity and authenticating a payment instruction, not to detect an error in your payment instruction. We may reject any payment instruction if the User ID or Password is incorrect or if you do not adhere to the security procedures. To the fullest extent permitted by law, you are fully responsible for: (a) the confidentiality of the security procedures and any passwords, codes, security devices and related instructions we provide to you in connection with the security procedure; (b) all acts and omissions relating to the use of the Payment Services by any person who uses your (or any of your Authorized Person's) User ID and Password(s); and (c) any losses resulting from a failure by you or your Authorized Persons to comply with any security procedures established by us and our service providers from time to time. We reserve the right to require re-authorization of any standing recipient authorization provided to us and not used within a certain period.

### **5. Payment Limit**

Your Account is subject to a payment limit in using the Payment Services (the "Payment Limit"). The Payment Limit for your Account is the total amount available for check writing, Direct Debit transfers, Money Transfers, and wire transfers from your Account.

You understand that you are granting each of your Authorized Persons access to all of the funds in the Account up to the Payment Limit. The Payment Limit will be calculated and applied in the aggregate to all Account activity, including that of all Authorized Persons associated with a particular Account. The Payment Limit is calculated as the sum of: (a) free credit balances in your Account; (b) the value



of any funds in the Sweep under the Program or into a money market mutual fund held with us; and (c) the available margin in your Account (if your Account is a margin account); minus the sum of: (d) any debit amount owed us; (e) any pending buy orders and any amounts scheduled for payment or transfer under the Payment Services, or otherwise; and (f) any holds on deposits. The Payment Limit may be recalculated throughout the day. We reserve the right in our sole discretion and without notice to you to change the manner in which the Payment Limit is calculated.

Please note that other maximum volume and individual and/or aggregate dollar limitations on each type of Payment Service may apply, as discussed elsewhere in this Payment Addendum. In addition, we may impose, in our sole discretion, a limit as to the amount of check writing, ACH Payments, and wire transfers that may be drawn against and/or posted to your Account. We may change any such limits without prior notice to you, to the extent permitted by law. You agree to adhere to any such limits that are in effect from time to time.

Payment priority may vary based on the time of day when such payments are made and cleared in our system. You understand, notwithstanding anything else contained in this Payment Addendum, your Agreement or any other supplement or agreement, that we may in our discretion elect not to allow you to access or draw upon any margin loan to pay a check, or to make an ACH Payment or wire transfer for such purposes, and as a result, if other sources of cash are not available within your Account, the check may be returned unpaid, or any ACH Payment or wire transfer not completed. We reserve the right to delay or reject for any reason any check presented for payment, any ACH Payment or wire transfer, to the extent permitted by applicable law, including without limitation, because of an insufficient Payment Limit, for security, compliance, anti-fraud, or anti-money-laundering reasons, or a signature mismatch on a check, and you (and not us or the Paying Bank) will be liable for any consequences of that rejection. Please see our website for more information about fees that may apply.

If any debit to your Account remains unpaid after we have requested payment of that debit from you orally or in writing, then we are authorized to sell, liquidate, transfer or otherwise apply any asset of yours held by us or any of our affiliates or agents to satisfy that debit, without requiring further notice or demand before such action is taken. Liability for such debit shall survive termination of your Account. For margin-enabled accounts, an overdraft in your Account will lead to an increase in your margin debit, up to the limit of available margin in your Account.

If your Payment Limit is insufficient, or shall be made insufficient, at the time a check, an ACH Payment or wire transfer is presented for payment, that check may be returned or that payment or transfer rejected without payment due to insufficient funds.

## **6. Periodic Statements**

Your Account statement will include information about Payment Service activity on your Account. You will not receive any separate periodic statements from the Paying Bank for check, wire, or ACH payments.

## **7. Termination of Payment Services/Closure of Accounts**

You may terminate the check writing by giving us the notice required in the Agreement. In addition, this Payment Addendum or any Payment Services offered under this Payment Addendum may be terminated independently of the Agreement by us without notice. The Payment Services and this Payment Addendum will also be terminated automatically in the event the Account is closed, or for any other reason we establish.

In the event this Payment Addendum or any Payment Services offered under this Payment Addendum is terminated, you remain liable for all transactions covered by this Payment Addendum occurring before termination, including any checks written, or any wires or ACH Payments authorized, even if any such transactions are completed or settled after termination, as well as any other liabilities or obligations arising under this Payment Addendum prior to termination and thus you will remain liable for payments, transfers and other transactions in process, including all accrued fees and charges.

You will be notified promptly in writing if we terminate your privileges to write or initiate checks. You shall remain responsible for all checks written or wires or ACHs initiated with respect to your Account.

You must promptly destroy any unused checks (as applicable) when your Account is closed, or you terminate one or more of the Payment Services. We may require you to provide proof of destruction of your checks (as applicable) prior to releasing funds or assets in the Account to you.

### **ERRORS, IRREGULARITIES AND UNAUTHORIZED PAYMENTS**

#### **1. Checks and Wires**

You agree and represent to us that you will examine your statements promptly upon receipt, and that you will report any errors, irregularities, or suspicious or unexplained check transactions no later than thirty (30) calendar days, and on any wire transfer or ACH payments no later than sixty (60) calendar days, after the earlier of the receipt of the Account statement or the date the statement is issued. If you fail to notify us of any such error or irregularities on any check within such 30-day period (or such longer period as may be mandated by law in the case of substitute checks), or any wire transfer or ACH payment to us within such 60-day period, you agree that we may assume that the statement is correct with respect to such check payments or wire transfers, and you waive any right to raise any such error or irregularity after the expiration of the applicable period.

#### **2. Electronic Transfers**

For purposes of this Payment Addendum, “ACH” means any electronic fund transfer to or from the Account through a Money Transfer, a Direct Debit, or Direct Deposit transaction.

In case of errors or questions about an ACH, telephone us at (877) 819-8918, write us at P.O. Box 451340, Westlake, OH 44145, or email us at [ETCBrokerage@ETCBrokerage.com](mailto:ETCBrokerage@ETCBrokerage.com) as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us: (1) tell us your name and Account number; (2) describe the error or transfer you are unsure about; (3) explain as clearly as you can why you believe it is an error or why you need more information; and (4) tell us the dollar amount of the suspected error. If you tell us orally, then we may require that you send us your complaint or question in writing within ten (10) business days. We may also request a signed affidavit from you.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. Note these funds will not be available for withdrawal while the error is investigated. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account.

For errors involving new Accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you about the results within five (5) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

Additional information about your responsibility and liability for unauthorized ACHs is described below.

## **CHECK WRITING PRIVILEGES**

### **1. Overview**

We may permit you to obtain check writing privileges that allow you and your Authorized Persons to write checks payable through the Paying Bank.

You agree to write checks only in U.S. dollars. Upon notice from the Paying Bank that a check drawn by you or your Authorized Persons on the Account has been presented for payment, we will debit your Account in the amount of such check. You may use the checks for any purpose permitted by law, including transferring funds between Accounts, except that you may not use the checks for the direct purchase of securities.

We or the Paying Bank may refuse to pay a check or other item which: (1) is illegible; (2) drawn in an amount greater than the amount of funds then available for withdrawal in your Account or which would, if paid, create an overdraft in your Account; (3) bears a duplicate check number; (4) appears, either to us or the Paying Bank, to have been altered; or (5) appears, in our or the Paying Bank's judgement, to bear an unauthorized signature. Further, we and the Paying Bank will not honor any restrictive legend on any check unless both we have agreed to do so in writing.

We reserve the right to withdraw check writing privileges from the Payment Services available on your Account for any reason, including your failure to write checks for a certain period of time.

### **2. Authorized Signers**

You must provide us with your manual signature as well as the manual signature of each Authorized Person you authorize to sign checks ("Authorized Signers"). We or the Paying Bank may honor checks drawn by an Authorized Signer, subject to this Payment Addendum. We and the Paying Bank may treat any signature on a check or other item as the signature of the indicated person when in the discretion of us or the Paying Bank the manual signature you have provided us or the Paying Bank resembles the signature of the indicated person on the check or other item, regardless of by whom or by what means the actual or purported signature may have been affixed on the check or other item. We or the Paying Bank may not pay and may return any check or other item when in the discretion of us or the Paying Bank the manual signature you have provided us or the Paying Bank does not resemble the signature of the indicated person on the check or other item, or a required signer's signature does not appear on the check or other item.

We or the Paying Bank may continue to honor checks and instructions by previously authorized agents of this privilege until you notify us in writing of a change in Authorized Signers by providing a new signature card, and we and the Paying Bank have had a reasonable time to act on the new signature card.

### **3. Post-dated Checks and Certain Other Checks**

You agree that when you write a check you will not date the check for a date in the future. If you do and the check is presented for payment before the date on the check, we or the Paying Bank may return it unpaid, but there is no obligation for either us or the Paying Bank to do so. If the check is paid it will be posted to your Account on the day of presentment and neither we nor the Paying Bank will be liable to you for paying the check prior to the date on the check or for any losses, you may incur as a result.

You understand and agree that neither we nor the Paying Bank will be liable for paying a check prior to the date shown on the face of the check, even if such payment results in an overdraft. You understand and agree that we or the Paying Bank may pay or refuse to pay, each at its sole discretion, any check that is presented for payment more than six months from the date shown on the face of the check or does not meet all the legal requirements of a check (such as a required endorsement). If there is no stop payment order on the check and the check is paid, it will be posted to your Account on the day of presentment and neither we nor the Paying Bank will be liable to you for paying the check without notice to you or for any losses you may incur as a result.

### **4. Stop Payments**

You and any other Authorized Signer may make a stop payment order on a check. You agree that we and the Paying Bank are authorized to accept a stop payment order on a check from any signer on your Account. There is a charge for each stop payment order requested, as disclosed in the Fee Schedule. You must provide us with the following information as a condition to accepting a stop payment order: (a) Account number; (b) date on the check; (c) check number; (d) exact amount (dollars and cents) of the check; (e) the name of payee; (f) information which we may require to verify your identity; and (g) other information we reasonably require. If you do not provide us any of the required information or is incorrect, we and the Paying Bank will not be responsible for failing to effectuate the stop payment order.

To stop payment on a check, you must give us and the Paying Bank reasonable opportunity to act on the stop payment order before final payment of the check. We may require you to confirm the stop payment order in writing. A stop payment order cannot be acted on once the check has been paid, certified, or accepted by either us or the Paying Bank. We may charge a fee in connection with a stop payment order, as disclosed in the Fee Schedule.

Stop payment orders that we receive after 2:00 p.m. Eastern Time on any business day or at any time on a day that is not a business day for either us or the Paying Bank will be considered to have been received at the beginning of the next day that is a business day for both us and the Paying Bank. As a result, for example, a stop payment order received after 2:00 p.m. Eastern Time on a business day of us and the Paying Bank will be too late to stop payment of a check which must be paid or returned by midnight of that day.

Each stop payment order will remain in effect for one year and will not be automatically renewed. If the check is still outstanding after that time, you may request another stop payment order for the additional fee specified in the Fee Schedule. You agree that if a stop payment order is not renewed in writing, we or the Paying Bank may, at its discretion, return or pay an item presented after the expiration of the order.

## **5. Substitute Checks and Check Images**

You agree that the Paying Bank and other banks in the check collection process may truncate your original check and convert it to a check image, substitute check or image replacement document, and may treat such item for all purposes as if it were the original check. For purposes of this Payment Addendum, the term “check” or “item”, as applicable, means the original check; a substitute check created by a bank; or (iii) a check image or an image replacement document that replaces the original check.

## **6. Copies**

You acknowledge and agree that you will not be provided the checks, images or copies of the checks you have drawn that have been paid with your statement. At your request, we will provide you with copies of checks you have drawn that have been paid. A fee may be imposed for us to request that the Paying Bank provide you with a copy of an image of a paid check. Please see the Fee Schedule posted on our website for more information.

### **DIRECT DEBITS**

The Direct Debit Payment Service allows you to arrange for third parties to submit ACH debit entries to your Account on a one-time or periodic and/or recurring basis. We will debit your Account in accordance with the ACH payment instruction we receive. It is your sole responsibility to ensure that the information regarding this third-party payment is accurate. For your protection, we may contact you to verify Direct Debit payments over certain dollar amounts. We reserve the right, from time to time, to impose limitations on the number, frequency, and dollar amount of a Direct Debit payment and to return or refuse to pay such Direct Debits that exceed those limits. We or our agent may use any funds transfer system, to complete any Direct Debit instruction, including without limitation to the ACH system. Any Direct Debit payment shall be subject to the applicable rules of such funds transfer system, including the rules of the National Automated Clearing House Association (“NACHA Rules”) for ACH transactions, and you agree that these rules govern Direct Debit transactions, as amended from time to time.

In the event of an erroneous Direct Debit payment, you authorize us to initiate a debit or credit to your Account to correct the error, or to attempt to reverse or return the Direct Debit payment. We are not obligated to send you a separate notice if a Direct Debit payment is rejected.

### **DIRECT DEPOSIT**

The Direct Deposit Payment Service allows you to set up a direct deposit to your Account by directing a third party to deposit funds into your Account on a one-time or recurring basis. You are solely responsible for the terms of your authorization with any person or entity making a Direct Deposit to your Account. We will accept Direct Deposits when a third party (including any federal or state governmental agency) sends us a Direct Deposit designated for deposit to your Account. Our receipt of the Direct Deposit is dependent on the payor using the correct account information for your Account and following the applicable rules and regulations. Any Direct Deposit that we post to your Account is provisional until we receive final payment for the Direct Deposit through the automated clearing house network. If we do not receive final payment, if we receive documentation satisfactory to us that a payment was made to your Account in error or for an erroneous amount, or if any federal or state governmental agency claims that you were not entitled to benefits deposited directly to your Account, we may reverse the Direct Deposit and you agree that we may debit your Account for the amount so credited and reimburse us if the funds in your Account are insufficient to cover such debit.

## MONEY TRANSFERS

You may instruct us to initiate Money Transfers: (i) to transfer funds on a one-time or recurring basis from your Account to another account having the same legal name, or to a third-party account with us or at another financial institution; and (ii) to transfer funds from one or more accounts having the same legal name that you maintain at another financial institution to your Account. For purposes of this Payment Addendum, references to “same legal name” accounts include transfers between joint accounts and the individual accounts of joint account owners or, in the case of revocable trusts, individual and/or joint accounts and trust accounts where the beneficial owner(s) are the same. To the extent that you have permitted them to do so, agents (including Authorized Persons) authorized to use your Account also may be given authority to initiate such transfers, under the standing instructions set forth in this Payment Addendum.

When you first authorize a payment from or to your Account to another account in the same legal name through the Money Transfer service, you agree that you authorize us to verify the ownership of the account through any means we or Paying Bank determine to be appropriate. No such verification process will occur for third-party transfers.

We will debit or credit your Account in accordance with the terms of the payment instruction we receive from you, if it complies with the requirements of this Payment Addendum and applicable law. For your protection, we may contact you to verify payments over certain dollar amounts. We may contract with an unaffiliated bank or other entity to act as agent for us in processing the transaction and we or our agent may use any funds transfer system, correspondent banking relationship, or book transfers to complete your payment instruction, including without limitation the ACH system. Your payment instruction shall be subject to the applicable rules of such funds transfer system, including the rules of the NACHA Rules for ACH transactions, and you agree to be bound by such rules, as amended from time to time.

Any payment instruction received on a day after the applicable cut-off time established by us, or any unaffiliated bank or other entity acting as agent or service provider for us, on a weekend, or on a day that is not a business day for us (or that bank or entity acting as agent or service provider for us), will be treated as received on the next business day.

Execution of your payment instructions will occur based on the account number specified in the payment instruction, regardless of the account name associated with that account number. We and the other financial institutions to which a payment instruction is forwarded may rely on any bank identification number supplied by you to identify any other financial institution, even if the identification number does not match the account name you identify.

You agree that you have all necessary authorizations to initiate a Money Transfer to or from the accounts designated in your payment instruction. You also hereby make the same representations and warranties to us as we (or any bank or entity acting as agent or service provider for us) are deemed to make under the NACHA Rules.

In the event of an erroneous payment instruction or Money Transfer, you authorize us to initiate a debit or credit to your Account to correct the error, or to attempt to reverse or return the payment instruction or Money Transfer. We are not obligated to send you a separate notice if a Money Transfer you request is returned, and we will not process a returned Money Transfer a second time.

It is your sole responsibility to ensure that the biller’s contact information you provide to us is current and accurate. Changes can be made either through our website or by contacting us. All changes made are effective immediately for scheduled and future payments. We and the Bill Pay Service Provider are not

responsible for any payment processing errors or fees incurred if you do not provide accurate biller account or contact information.

### **ADDITIONAL TERMS APPLICABLE TO CERTAIN ACHs**

#### **1. Stop Recurring Payments on Money Transfers and Bill Payments**

If you have authorized us or any other persons in advance to initiate periodically recurring debits to your Account by means of ACHs, you can stop any of these payments online through our website or by calling us.

We must receive your stop payment request at least three (3) business days before the next payment or scheduled transfer date. Otherwise, we will make every effort to accommodate your request, but our ability (or that of service providers that we may use to provide you the Payment Services) to process a stop payment request will depend on several factors, and we may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If your stop payment request is not received at least three (3) business days before the next payment or scheduled transfer date, neither we, nor our service providers, will have any liability for any losses or damages.

#### **2. Unauthorized Transfers**

Tell us **IMMEDIATELY** (in addition to contacting Paying Bank) if you believe your User ID and Password used to access the Payment Services on your Account (each an “Access Device”) has been lost or stolen, or you believe an unauthorized person is initiating ACHs to or from your Account. You could lose all the funds and the value of the securities in your Account (plus your maximum margin line). If you learn that your Access Device is lost or stolen, or you believe your Account has been otherwise accessed by an unauthorized person, and you tell us within two (2) business days of learning of the loss or unauthorized access, you can lose no more than \$50 if someone used your Access Device, or otherwise initiated ACHs (including transfers under the Direct Debit or Money Transfer service) without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss, any suspected unauthorized access to your Account, or that other ACHs are being initiated without your permission (including through Direct Debit or Money Transfer), and we can prove it could have stopped someone from using your Access Device, or initiating ACHs without your permission (including through Direct Debit or Money Transfer) if you had told us, you could lose as much as \$500. Also, if your statement shows transactions or other ACHs (including Direct Debit or Money Transfers payments) that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or made available to you on our website, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

We have the option to extend the time periods in our sole discretion upon your showing of a good reason that kept you from telling us. If you contact us by telephone, we or our agents or processors may require written documentation evidencing the unauthorized use, such as an affidavit or other dispute form.

#### **3. Accounts That Are Not Consumer (Natural Person) Accounts/Non-personal Accounts.**

If you are not a “consumer” as defined in Regulation E, we are not required to respond to your questions about ACHs within the time periods specified with respect to such transfers, and the limitations on your

liability for unauthorized ACHs described above do not apply. Further, such limitations are applicable only to you as the Account holder and do not extend to any other person to limit or reduce such other person's liability to the extent that such person has guaranteed, assured or agreed to indemnify or hold us harmless with respect to checks written or ACHs presented or posted against your Account. Similarly, the parameters surrounding liability and documentation requirements with respect to ACHs apply only with respect to Accounts established primarily for personal, family or household purposes.

If you are not a "consumer" as defined in Regulation E, to the extent permitted by law, you are solely responsible for all ACH transactions initiated on your Account using your login information. Any ACH transaction initiated with your Account login information is presumed to have been authorized by you. In addition, to the extent permitted by law, you agree not to assert a claim against us or our service providers (including the Paying Bank) concerning any erroneous or unauthorized ACH reflected on your Account statement unless you have notified us of the erroneous or unauthorized ACH as soon as possible, but in any event within thirty (30) days after we notify you that your Account statement is available. If you do not notify us of an erroneous or unauthorized ACH within the required period of time, your Account statement will be deemed to be correct.



**EXHIBIT B**

**Margin Disclosure Statement**



**MARGIN DISCLOSURE STATEMENT**  
**PLEASE READ CAREFULLY**  
**[Rev. November 2023]**

This is important information regarding margin borrowing if you have requested such privileges for your brokerage account (“Account”). We encourage you to retain this document in your files.

We are 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. A complete list of terms and conditions pertaining to margin trading are in the Account Owner Agreement, which we will provide to you upon opening your Account or you can access at any time on our website or by calling us. Please read the Account Owner Agreement before opening a margin account.

You may pay for your securities purchases by using your available cash or you may borrow part of the purchase price from us using margin. **Margin is a loan.** When you use margin, you borrow money from us and pledge to us all of the securities and other property in your Account as collateral for those loan(s). You are responsible for determining whether using margin is appropriate for you. You understand that even if you decide that margin is appropriate for you, we determine whether we will make a margin loan to you and permit you to open a margin account with us.

By requesting to open a margin account, you understand that using margin is risky and agree to the risks associated with using margin, including, but not limited to the following:

**Using margin to purchase securities increases your level of market risk.** Margin trading allows you to purchase a greater amount of securities than had you only used the cash in your Account. Therefore, your exposure to market volatility increases and a declining market could result in even greater losses.

**You can lose more money than you deposited in your Account.** You may face a “margin call” if the securities you bought on margin decline in value, which would require you to deposit additional funds to prevent the forced sale of those or other securities or assets in your Account.

**We can establish margin requirements that are more stringent than what is required by the Federal Reserve Board, the Financial Industry Regulatory Authority, Inc. (FINRA) or any other applicable regulatory standard. We may also increase our maintenance margin requirements at any time without notifying you in advance.** Any increase in our requirements take effect immediately and may also immediately result in a margin call to you.

**If you cannot meet a margin call, then we can sell your securities and other assets in your Account without notifying you in advance.** We may attempt to contact you if you have a margin call. However, you understand that we are not required to do so, and we can sell any securities or other assets in any your Accounts with us without notice to protect our financial interests.

**You will incur fees and other charges when we sell your securities to meet a margin call.** You will incur fees and charges for these transactions as described in our then-current fee schedule. You may also incur tax consequences for these transactions.

**You are not entitled to choose which securities we sell to meet a margin call.** Your assets with us are collateral for the margin loan(s) that we extend to you. We may choose which assets to sell to meet your margin call in our sole and absolute discretion.

**You are not entitled to an extension time to meet a margin call.** You do not have a right to an extension. If we grant you additional time to meet a margin call at any point, it does not preclude our right to decline any future requests for an extension.

**If your assets are insufficient to meet what you owe us, then you must deposit additional cash or assets into your Account to satisfy your debt.** We expect you to add assets to your Account as soon as possible to satisfy any debts you owe us. Please note that you will be responsible for our costs and fees if we have to commence legal proceedings to collect the amount you owe us.

**EXHIBIT C**

**Margin Account Addendum**

**MARGIN ACCOUNT ADDENDUM**  
**[Rev. January 2024]**

This Margin Account Addendum (“Margin Addendum”) will apply in the event the Account Owner (“Owner” or “you”) has requested and obtains a margin account (“Margin Account”) with ETC Brokerage Services (“ETC Brokerage” or “we”). The terms and conditions set forth herein are in addition to those found in your Account Owner Agreement (“Agreement”). Except as defined below, the terms we use in this Margin Addendum have the meanings as articulated in your Agreement. If any provision in this Margin Addendum conflicts or is inconsistent with any provision of your Agreement, the provisions of this Margin Addendum will control with respect to your Margin Account.

By signing the Agreement to which this Margin Addendum is attached, you agree that your Margin Account is subject to the applicable terms and conditions below (“Terms”) and the fees and charges set forth in our fee schedules, if any, as we may amend these from time to time subject to applicable law and the terms of the Agreement. You further agree that maintaining your Margin Account after such amendment constitutes your agreement to be legally bound by these Terms, as amended. The changes will be binding on you and any Authorized Person as of the date of the amendment.

**ADDITIONAL TERMS AND CONDITIONS**

- 1. Acknowledgment.** You acknowledge that by applying for a Margin Account, you have carefully considered all of the factors set forth in this Margin Addendum, the Margin Disclosure Statement, attached as Exhibit B to the Agreement, and the Agreement and agree that the use of margin borrowing is suitable for you given your financial condition, tolerance for risk and investment objectives. You further acknowledge that borrowing on margin involves a high degree of risk and that you should discuss the use of margin with your professional advisors, if any, before engaging in margin transactions.
- 2. Other Agreements.** In addition to the Terms, you acknowledge and agree that your Margin Account will be subject to the terms and conditions of all other agreements entered into between you and ETC Brokerage, including but not limited to the Agreement or any successor agreement. Those agreements are incorporated herein by reference as a part of this Margin Addendum. You hereby represent, warrant and agree that you have received and read a copy of the Agreement, this Margin Addendum and the Margin Disclosure Statement and shall abide by the terms of each as currently in effect or as they may be amended from time to time. For the avoidance of doubt, all provisions of the Agreement not in conflict with the provisions contained herein shall apply to your Margin Account. You specifically acknowledge and agree that the provisions of the Agreement related to securities transactions and settlement, payment of indebtedness, limitation of ETC Brokerage’s liability to you, provisions applicable to joint accounts, sales made by you, the delivery of securities, cancellation of orders, confirmations and statements, and information regarding Securities Investor Protection Corporation or “SIPC” protection shall apply to your Margin Account.
- 3. Extension of Credit.** Margin transactions involve the extension of credit by ETC Brokerage to you to purchase securities. Upon your request and subject to the terms and conditions herein, ETC Brokerage may agree to extend credit to you in ETC Brokerage’s sole discretion. ETC Brokerage also reserves the right not to extend credit on any security or to increase our requirements for, or to cease extending credit altogether on, any security at any time without notice. The assets held in your Margin Account will be collateral for any such extension of credit. As agreed in the Agreement, ETC Brokerage may obtain reports concerning your creditworthiness and business conduct. Upon your request, you may

obtain a copy of any said reports.

4. **Minimum Margin Requirements.** Initial margin requirements established by the Board of Governors of the Federal Reserve specify the minimum amount of collateral you must provide when you buy securities on margin. The requirement is expressed as a percentage of the purchase price. It may change from time to time, and it may be a different percentage for different types of securities.
5. **Maintenance of Margin.** You agree to maintain such positions and margin as required by Regulation T and all other applicable statutes, rules and regulations, or as may be deemed necessary by ETC Brokerage. Additional requirements may be more stringent than those required by law or exchange regulations. Such requirements may be changed or modified without prior notice to you. If the securities in your Account decline in value, so does the value of the collateral supporting your extension of credit, and, as a result, ETC Brokerage can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with ETC Brokerage in order to maintain the required equity in your Account. You acknowledge that there is no requirement of ETC Brokerage to provide notice to you of a margin deficiency. It is important that you fully understand the risks involved in trading securities on margin. You agree to pay on demand any debit balance owed on your Margin Account, including fees and any costs of collection. You are responsible for monitoring the status of your Margin Account, for ensuring that sufficient collateral is maintained in your Margin Account and for liquidating positions to minimize losses. You will be liable for any deficiencies in your Margin Account in the event of liquidation, in whole or in part, by you or ETC Brokerage. All payments received in your Margin Account, including dividends, interest, premiums and principal payments may be applied to the balance due in your Margin Account. **If you do not meet a margin call, ETC Brokerage may liquidate securities in the Account to the extent necessary to satisfy the call. ETC Brokerage may require you to deposit additional collateral in the form of cash or securities in accordance with rules and regulations promulgated by the SEC, the Board of Governors of the Federal Reserve System, any applicable exchange, or any other regulatory agency, to whose jurisdiction ETC Brokerage may be subject.**
6. **Interest on Margin.** You agree to be charged interest on any credit extended to or maintained for you for the purpose of purchasing, carrying, or trading in any security. ETC Brokerage will charge interest on a daily basis on the credit that we extend to you. The margin interest rate is set at the discretion of ETC Brokerage with references to the general credit markets, the broker call rate and general industry conditions relating to the extension of margin credit. The margin interest rate will change without notice to you as changes occur in the general credit markets, the broker call rate and general industry conditions relating to the extension of margin credit, at ETC Brokerage's discretion. ETC Brokerage makes available the current margin interest rate at the following link on ETC Brokerage's website: <https://etcbrokerage.com/resources/>. ETC Brokerage will update the information displayed at that website to reflect any adjustments in the margin interest rate so that you may check the current margin interest rate at any time. We base our daily margin interest rate on a 360-day year and calculate interest for each day by dividing the applicable margin interest rate shown on our website by 360. Interest charges will accrue to your Margin Account each day and we will add these charges to the aggregate debit balance monthly and charge interest on the new aggregate debit balance from that day forward. You will be provided a statement that will show the dollar amount of interest and the interest rate charged to your Margin Account for each interest rate applied during the period covered by the statement.
7. **Additional Collateral.** Securities in your Margin Account are registered in ETC Brokerage's name and are collateral for any margin extension of credit. You still receive credit for all dividends or interest payments on these shares and your Margin Account will be charged for any dividends or interest on short positions. If there is a decline in the market value or liquidity of securities that are the

collateral for your loan or other circumstances where, in ETC Brokerage’s and/or your Authorized Person’s judgment, adequate collateral does not exist, it may be necessary to request additional collateral for your Margin Account. ETC Brokerage may require you to deposit additional collateral in the form of cash or securities in accordance with rules and regulations promulgated by the SEC, the Board of Governors of the Federal Reserve System, any applicable exchange, or any other regulatory agency, to whose jurisdiction ETC Brokerage may be subject. ETC Brokerage may also increase its “house” maintenance margin requirements at any time and is not required to provide you with advance notice. These changes in ETC Brokerage’s policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause ETC Brokerage to liquidate or sell securities in your Account(s). Until written revocation confirmation is received by ETC Brokerage, this Margin Addendum constitutes your continuing consent to take such actions as necessary subject to the terms and conditions herein. Upon such written revocation, and payment for all balances due to ETC Brokerage, ETC Brokerage will deliver such securities to you if so requested.

- 8. Hypothecation of Securities.** For any amount due on your Margin Account, you authorize ETC Brokerage to pledge, re-pledge, and hypothecate or re-hypothecate your securities without notice to you, either separately or with securities of other bona fide clients. You represent that you will not allow any securities in any of your accounts to become subject to liens, security interests or other encumbrances. You further represent that you are not controlled by or in control of any issuer of any security you have provided as collateral to ETC Brokerage.
  
- 9. Liquidation.** As provided above, you acknowledge that securities held in your Margin Account may be liquidated without notice to satisfy minimum maintenance or margin calls. You are not entitled to choose which securities or other assets in your Account(s) are liquidated or sold by ETC Brokerage to meet a margin call. You are not entitled to an extension of time to meet a margin call. While an extension of time to meet margin requirements may be available to you under certain conditions, you do not have a right to the extension. Without limitation, any of the following circumstances may give rise for ETC Brokerage to exercise this power: (i) your failure to promptly meet any call for additional collateral; (ii) the filing of a petition in bankruptcy by or against you; (iii) the appointment of a receiver is filed by or against you; (iv) a significant judgment is entered against you, or any levy is made on your Account(s); and (v) the occurrence of any event which, in ETC Brokerage’s judgment, operates to impair its ability to perform its obligations under this Margin Supplement. In any such event, and without further notice, you authorize ETC Brokerage to (i) sell any securities held in your account(s); (ii) buy any securities which may be short; (iii) cancel any open order; (iv) to close any outstanding order; and (v) otherwise take any action deemed necessary to comply with applicable statutes, rules and regulations or any other requirements governing your Margin Account. If for any reason ETC Brokerage delays or forgoes for a period the enforcement of its margin requirements, ETC Brokerage’s subsequent enforcement or right to enforce is not thereby waived.

*Current Margin Interest Rate Schedule as Determined by ETC Brokerage*

By signing the Agreement to which this Margin Addendum is attached, you certify that you acknowledge and agree to the current margin interest rate (as found on <https://etcbrokerage.com/resources/> and the below-listed rate schedule applicable to your Margin Account.

For ETC Brokerage Use Only:



**EXHIBIT D**

**RESERVED**





**EXHIBIT E**

**RESERVED**



## **EXHIBIT F**

### **Insured Deposit Program's Terms and Conditions**

## **INSURED DEPOSIT PROGRAM'S TERMS AND CONDITIONS**

**[Rev. October 2023]**

Every Account with us is eligible for, and may participate in, the Insured Deposit Program (the “Program”). This document (the “Addendum”) contains terms and conditions and other important information about this Program. These terms and conditions are in addition to those found in your Account Owner Agreement (the “Agreement”). Except as defined below, the terms we use in the Addendum have the meanings as articulated in your Agreement.

### **THE PROGRAM**

Our Program provides for an automatic deposit of the uninvested cash from your brokerage account (also referred to as an “Account”) that you maintain with us into one or more Federal Deposit Insurance Corporation (“FDIC”)-insured bank accounts, subject to the terms of this Addendum. We refer to this part of the Program as the “Sweep”. Cash not included in the Program is held by us as free credit balances and may be used by us as permitted by law and regulation, including to support margin loans that we extend to our customers. Cash held as free credits in your Account before it is swept into the Program is protected by the Securities Investor Protection Corporation (“SIPC”), subject to its coverage limitations.

Your continued maintenance of your Account with us constitutes your acknowledgement of, and agreement to, the terms and conditions provided in this Addendum, as we may modify them from time to time. It also constitutes your acknowledgement of, and agreement that, you make the decision to participate in the Program and that we are not acting as a fiduciary as defined by the Internal Revenue Code on behalf of your IRA with respect to any aspect of the Program (or any changes thereto). Please note that we may refuse any deposit of cash into your Account, restrict participation of your Account in the Program, decline to permit your account from participating in the Program at any time on a going forward basis and close any Account in our sole discretion, for any reason we deem appropriate and without prior notice.

You appoint us as your authorized agent and custodian pursuant to the terms and conditions of your Agreement, including this Addendum, and acknowledge and agree that we may engage third parties (including affiliates) to act on our behalf, or on your behalf, with respect to the Program. Currently no bank will accept any instructions concerning your cash on deposit with a Program Bank (as defined below) unless we transmit such instructions.

We can change the features or products that are included in the Program to include any legally permissible deposit account or instrument, or we can terminate any or all of the products in the Program and hold some or all of your cash only as free credits as noted above. If any change then requires prior notice to you and/or your consent under applicable law or regulation, then we will provide such notice and/or seek such consent to the extent so required. Please contact us for specific details on current interest rates, Program Limits (as defined below), or other details concerning the Program.

Participation in the Program does not guarantee any or all of your excess cash balance will be swept to a Program Bank, and all sweeps shall be in our sole discretion. Generally, we will withdraw cash from your Account in the following manner. Cash necessary to satisfy debit entries in your Account will, generally, first be automatically withdrawn from free credit balances. If any debit entries remain in your Account, we then will automatically withdraw cash from your Sweep cash maintained as part of the Program or we may debit your other free credits held by us. If there is no debit entry on the amount held in your Account once credited, the cash will be placed into Sweep as set forth below.

## LOCATION OF CASH HOLDINGS

Cash held in Sweep will either be (i) deposited in one or more FDIC-insured depository institutions (such institutions may be affiliated with us) under the Program ("Program Bank(s)"), or (ii) partly deposited in Program Banks and partly held as SIPC-covered free credits in your Account. The Program may include banks introduced to us by third parties and/or with which we have an existing or separate business relationship unrelated to the Program, which could include holding our or an affiliate's proprietary or other accounts, providing financing or otherwise. You have the right to request that your assets not be placed at certain Program Banks, which you may exercise by contacting us in writing.

Cash in your Account to the extent deposited with a bank, and not maintained by us as SIPC-covered free credits, is a "bank deposit" at such Program Bank and such deposit is solely held by the Program Bank and not us. We act only as agent and custodian for your deposit and you are the "depositor."

We inform you as part of your statement which Program Bank(s) hold deposits on your behalf due to your participation in the Program and/or the amount of cash that we hold as free credits in your Account that is not in a Program Bank. We may change Program Banks from time to time in our sole discretion, but we will provide written notice at least thirty (30) calendar days prior to adding or deleting a Program Bank.

Cash that you hold at a Program Bank is held in separate accounts that we establish on your behalf and is evidenced by a book entry on each Program Bank's account records. We will not issue you any evidence of ownership, such as a passbook or certificate. Accordingly, all transactions involving a Program Bank as part of the Program must be made through us. You may contact us to obtain information about your balances held on each Program Bank's records, activity in your account, and the interest rate(s) paid to you.

If any Program Bank declines to accept any additional cash deposits that are covered by the Program or withdraws, or is terminated, from participating in the Program, then you agree that we, as your agent, are authorized by you to move your cash deposit to one or more other Program Banks, to a free credit held by us in your Account and/or, with prior notice to you, or as otherwise permitted by applicable law or regulation, to another cash sweep investment alternative outside of the Program.

You are to direct all questions regarding the Program and any Program Bank to us, not to any of the Program Banks.

## REGULATORY STATUS OF PROGRAM PARTICIPANTS

All Program Banks are depository institutions duly chartered under Federal or state law, the deposits of which are insured by the FDIC. We are not a bank. We are a broker-dealer registered with the U.S. Securities and Exchange Commission ("SEC") and a member of the Financial Industry Regulatory Authority, Inc. ("FINRA") and SIPC. All cash in your Account under the Program is either deposited in FDIC-insured deposit accounts at one or more Program Banks or held by us as free credits in your Account where it is subject to SIPC coverage, but not FDIC insurance.

## INSURANCE COVERAGE UNDER THE PROGRAM

**Any insurance coverage discussed below does not protect against investment losses from the decline in the market value of securities due to market fluctuation.**

a. *Cash Held in the Program - FDIC*

All cash deposits in the Program Banks by account ownership category as recognized by the FDIC are

covered by insurance from the FDIC up to certain amounts. Currently, the FDIC provides insurance up to Standard Maximum Deposit Insurance Amount (“SMDIA”) of \$250,000 per account ownership category, aggregated across all deposits held by you in the same account ownership category at the same bank. By way of illustration, an individual account that you may own is in a different ownership category than a joint account that you may own with another). The current FDIC recognized account ownership categories are listed on the FDIC’s website (<http://www.fdic.gov>) and may change from time to time.

Under the Program, we seek to provide you with access to FDIC insurance coverage on your cash funds swept into the Program up to the Program Limit (per depositor per FDIC legal category of ownership) by placing your cash, by account ownership category, in deposit accounts at multiple Program Banks. The Program Limit is set by us in our sole and absolute discretion. You may contact us to find out the Program Limit at any time.

**Please note that if you establish and maintain cash deposits at any of the Program Banks outside the Program, then your cash balances held directly at the Program Bank in the same FDIC legal category of account ownership would count toward the total amount of your cash that will be covered by FDIC insurance at that Program Bank in that account ownership category.**

Your cash swept into the Program is covered by FDIC insurance (up to the Program Limit per depositor per FDIC legal category of account ownership) immediately by us, as agent for you under the Program, placing your cash in the deposit accounts at the Program Banks. Cash that is in transit between us and a Program Bank may pass through an intermediary bank. If so, then it would be eligible for FDIC insurance subject to the SMDIA per depositor per FDIC legal ownership category. If we use a single intermediary bank in the administration of the Program, then it is possible that your cash in transit at an intermediary bank will exceed SMDIA. Any cash in excess of SMDIA will not be covered by FDIC insurance until it is deposited into one or more Program Banks. It also would not be subject to SIPC coverage.

If your cash swept into the Program exceeds the Program Limit, your cash in excess of the Program Limit will be placed, at our discretion, into either one Program Bank, across one or more of the Program Banks and/or held in free credits with us in your Account. In this instance, the excess cash deposit amount will not be covered by FDIC insurance, but it may be subject to SIPC coverage to the extent permitted to the extent some or all of the excess cash is held as free credits in your Account.

You may obtain information concerning any or all of the Program Banks at <http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx>. You may obtain additional information about FDIC insurance from <http://www.fdic.gov/deposit/deposits/index.html> or by contacting the FDIC Public Information Center by e-mail at [publicinfo@fdic.gov](mailto:publicinfo@fdic.gov); by telephone at (877) 275-3342 or (703) 562-2200; or by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226.

b. *Cash Not Held in the Program - SIPC*

If your cash is not held in a Program Bank or is not in transit as part of the Program, then we will hold it in your Account as free credits. In addition, cash deposits received into your Account with us by check, electronic funds transfer, or wire or as a result of the settlement of securities sales transactions, prior to deposit into a Program Bank as Sweep, may also be held by us as free credits.

Accounts are subject to SIPC coverage, which generally covers securities and cash in an Account up to \$500,000 (including up to \$250,000 for cash). The maximum SIPC coverage available to you is based on the assets you have in brokerage accounts generally (and not just in the Program) with the same “capacity” as defined by SIPC. You should review SIPC’s definition of separate capacity carefully as you consider the potential amount of SIPC coverage applicable to your account(s). Additional information and a brochure

explaining SIPC coverage is available on the SIPC website (<http://www.sipc.org>).

### **INTEREST RATES**

The current interest rates paid under the Program are available on our websites. If the interest paid on your cash is material to your decision as to where to have an investment account, you should compare our rates with those available at other institutions. You may also wish to compare the terms, rates of return, required minimum amounts, charges and other features of our Program with other accounts and alternative investments at other financial institutions.

We calculate the yield you earn on amounts deposited in the Program based on the net interest rate paid by the Program Banks (the “Formula”). We reserve the right, in our sole discretion, to change the Formula itself and apply a new Formula to the calculation of interest to be paid to your account as part of the Program, so long as we provide notice of a Formula change by posting the notice of the change on our websites and making the change effective no sooner than thirty calendar (30) days after the date of such notice for existing accounts, or after the date of such notice for new accounts. However, changes in the amounts calculated to be paid to you under the Formula, after it is effective, because of: increases or decreases in the net interest rate; changes based on the amount of cash you have with us from time to time; changes made by you; changes in fees from service providers; or similar events, will be made without any notice to you. At our discretion and notwithstanding the Formula, we reserve the right, without providing you thirty calendar (30) days prior notice, to increase the amount we pay you, when doing so is legally permitted. You may contact us at the addresses shown on our websites to obtain additional information about the Formula and the frequency of calculation.

We will send you 1099-INT forms annually for each taxable account you hold with us indicating the amount of interest paid to you by the Program Banks when the amount of interest paid to you equals or exceeds the threshold amount requiring us to report interest. We will not prepare 1099-INT forms for accounts where the interest paid is below the reportable amount.

### **RISK OF LOSS FOR TRANSIT TO PROGRAM BANKS**

For the purpose of transmitting cash from Program Banks to us, and from us to the accounts at the Program Banks, we assume the responsibility and the risk of loss for any cash transfers of yours that have been delivered by you to us in an agreed upon manner.

### **RELEASE OF LIABILITY OF BANKS**

Withdrawals will be deemed paid by a particular Program Bank when such cash is transmitted by such Program Bank to our account and such Program Bank will be released from all liability for such withdrawn cash once the Program Bank delivers the cash to us. The Program Banks are not responsible for our actions with respect to the Program or otherwise.

### **WAIVER OF CONFIDENTIALITY**

By participating in the Program, you expressly give consent for Federal or state regulators to access your customer account information for audit and review purposes and expressly agree that we may provide your information to any Program Bank for purposes of operations under the Program and for purposes of FDIC insurance.



**EXHIBIT G**

**E-SIGN DISCLOSURE AND CONSENT**

## E-SIGN DISCLOSURE AND CONSENT

*This E-Sign Disclosure and Consent (the “Consent”) documents your consent to electronically receive communications, documents and other information relative to your brokerage account(s), and to utilize your electronic signature in lieu of signing paper documents. This Consent also describes your rights relative to electronically receiving documents as well as consequences of withdrawing your consent. Please read this disclosure and consent carefully and save and/or print a copy for your files.*

For purposes of this Consent, whether or not capitalized, “we” refers to ETC Brokerage Services, LLC, and “you,” “your” or “yourself” means each person or entity that has an ownership interest in the applicable brokerage account(s).

### **E-Sign Act.**

Federal regulations require that we provide you with certain documents or communications: (1) at the time you contract for services and/or before you use those services for the first time and (2) when you authorize transfers from your deposit account to your or someone else’s credit card or loan account; and, that the document or communication be in writing in a form that you may keep. The Electronic Signatures in Global and National Commerce Act (“E-Sign Act”) allows us to provide you with documents or communications in electronic form rather than in written form and allows you to use your electronic signature in lieu of signing a paper document if you consent after we have provided you with the following information.

### **Intent to Use Electronic Signatures**

You affirmatively consent and agree that you are signing this Consent electronically and your electronic signature on agreements and documents has the same effect as if you signed them in ink. You further agree that your electronic signature is the legal equivalent of your manual signature. You further affirmatively consent and agree that by signing this Consent, you agree (1) to the use of electronic signatures, such as your act of clicking, checking or otherwise manifesting your assent through an electronic method, (2) the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in providing or making any agreement, acknowledgement, or consent constitutes your signature (hereafter referred to as “E-Signature”), acceptance and agreement as if actually signed by you in writing, and (3) that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract.

### **Consent to Receive Documents or Communications Electronically**

By agreeing to this Consent, you affirmatively consent and agree that we may electronically provide you with all communications, documents and other information required to be provided by us, by the issuers of the securities in which you invest, and by other parties, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. This means you agree to any online agreements of ours, including any changes we make to any of our agreements, including this Agreement, and you agree that the electronically signed Agreements are written, binding contracts. This also means you will receive email or other notices electronically when, for example, your account statements, confirmations, tax documents, prospectuses, annual reports, proxy statements, proxies, tender offers and mergers, corporate recapitalizations, margin and maintenance calls, billing notices, our Privacy Policy and any other information provided to you is available for viewing or printing. Please note that we are not responsible for the content of electronic documents which we did not draft or generate.

You understand and agree that, by consenting to electronic delivery, you agree that notice to you regarding communications, documents and other information made available on websites, in email or in another format, constitutes delivery to you of such communications, documents and other information referred to in the email or other notice even if you do not actually access the information or documents.



### **Method of Providing Documents and Communications to You in Electronic Form**

All communications, documents and other information that we provide to you in electronic form will be provided (1) via email, (2) via a wireless device you have designated, (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose, or (4) via any other electronic means we have mutually agreed upon. Delivery of electronic communications, documents and other information by any of these methods will be considered “in writing” and you intend that the electronic documents or communications have the same legal effect as written and signed paper documents or communications.

### **Right to Receive Paper Copies**

You may obtain a copy of any document or communication in paper form in addition to your access to the document or communication in electronic form at any time upon request. You expressly agree to any additional fees or charges that we may implement for delivery of notices, information or documents using the U.S. Mail or alternative equivalent service.

### **Your Current Email Address**

You agree to promptly notify us in writing if your email address changes. If a message to your email address is returned due to an unsuccessful delivery, then we will send you written notice through the U.S. Mail. If you do not provide us with an updated email address within the time frame identified in the notice, then we will discontinue e-delivery and you will receive communication through the U.S. Mail on an ongoing basis. You expressly agree to any additional fees or charges that we may implement for delivery of notices, information or documents using the U.S. Mail or alternative equivalent service.

If you have consented to electronic delivery, but do not periodically receive emails notifying you of your statement’s or trade confirmation’s availability – and you have not instructed us to stop delivering such notices to you or to deliver those notices to your Authorized Person (as defined in the Account Owner Agreement) – then you agree to notify us immediately so that we can take appropriate steps.

### **Withdrawing Your Consent**

You may withdraw your consent to receive communications, documents and other information electronically at any time. If, after you have consented to receive communications, documents and other information electronically, you decide that you wish to receive communications, documents and other information in paper format only, you may withdraw your previously provided consent by notifying us of your withdrawal by writing us at ETC Brokerage Services, LLC, 1 Equity Way, Westlake, OH 44145 or via email at [ETCBrokerage@ETCBrokerage.com](mailto:ETCBrokerage@ETCBrokerage.com), and providing your name, mailing address and daytime telephone number. If this information differs from what we have on file for you, there could be additional verification steps that are needed. You should cancel the communication prior to the last day of the month or quarter to receive a paper periodic statement. You agree, however, that your revocation of consent does not imply that the previous electronic delivery did not constitute good and effective delivery. You expressly agree to any additional fees or charges that we may implement for delivery of notices, information or documents using the U.S. Mail or alternative equivalent service.

### **Hardware and Software Requirements**

To receive, access, view and retain communications, documents, and other information that we make available to you electronically, you must have:

- A computer or other electronic device (tablet, PDA, etc.) capable of supporting electronic access;
- An active email address with an Internet service provider and any necessary email software;
- A Current Version (defined below) of an Internet web browser [we support] [which is capable of supporting 128-bit SSL encrypted communications];

- A connection to the Internet;
- A Current Version of software that permits you to receive, access and view Portable Document Formation or “PDF” files, such as Adobe Acrobat Reader (available for download at <https://get.adobe.com/reader/>),
- Sufficient electronic storage capacity on your computer’s, or other electronic device’s, hard/solid state drive or other data storage device;
- A printer if you wish to print out and retain records on paper, and/or working electronic storage if you wish to retain records in electronic form.

By “Current Version,” we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require your Internet browser to be configured in a particular way, such as permitting the use of JavaScript or cookies. [If we detect that your Internet browser is not properly configured, we may provide you with a notice and advice on how to update your configuration.]

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with our services.

#### **Changes to Hardware and/or Software Requirements**

You will be notified electronically of any changes to the hardware and/or software requirements that may create a material risk that you will not be able to receive, view, print or save a document or communication.

#### **Consent Signature**

*By signing below, checking YES in the Application to Electronic Delivery of Account Documents, or previously electing electronic delivery in my ETCB account, I acknowledge and agree that I have reviewed and understand this E-Sign Disclosure and Consent and I affirmatively consent to conducting business using electronic communications, to receive any document or communication electronically, and to utilize my electronic signature in lieu of signing paper documents. I further agree that I have the hardware and software described above and that I have an active email account. I also confirm that I am authorized to provide this consent.*

<b>FACTS</b>		<b>WHAT DOES ETC BROKERAGE SERVICES DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and account transactions</li> <li>■ Account balances and transaction history</li> <li>■ Assets and investment experience</li> </ul>		
<b>How?</b>	All financial companies need to share customers personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers personal information; the reasons ETC Brokerage Services chooses to share; and whether you can limit this sharing.		
	<b>Reasons we can share your personal information</b>	<b>Does ETC Brokerage Services share?</b>	<b>Can you limit this sharing?</b>
	<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
	<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
	<b>For joint marketing with other financial companies</b>	No	We don't share
	<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
	<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
	<b>For our affiliates to market to you</b>	No	We don't share
	<b>For non-affiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call 877-403-0369 or go to <a href="http://www.ETCBrokerage.com">www.ETCBrokerage.com</a>		

Who we are	
<b>Who is providing this notice?</b>	ETC Brokerage Services, LLC
What we do	
<b>How does ETC Brokerage Services protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does ETC Brokerage Services collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>■ Open an account or direct us to buy or sell securities</li> <li>■ Make deposits or withdrawals from your account</li> <li>■ Provide account information or give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state laws.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies with an Equity or ETC or Innovayte name; financial companies, such as IPL Lending, LLC; nonfinancial companies, such as Retirement Education Group, Inc. d/b/a Equity University; and others, such as Midland IRA, LLC and UBIT Professional LLC.</i></li> </ul>
<b>Non-Affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>ETC Brokerage Services does not share with non-affiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>ETC Brokerage Services does not jointly market.</i></li> </ul>
<b>Other Important Information</b>	<p><b>California Residents:</b> We will not share your personal information with nonaffiliates for their marketing purposes without your authorization. We will not share your personal information with affiliates or with other financial companies for joint marketing purposes.</p> <p><b>Vermont residents:</b> We will not share your personal information with nonaffiliates for their marketing purposes, or share consumer report information about you with affiliates, without your authorization.</p>

**Application Booklet**

# Health Savings Account

**Equity Trust Company**

<b>FACTS</b>	<b>WHAT DOES EQUITY TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and account transactions</li> <li>■ Account balances and transaction history</li> <li>■ Assets and investment experience</li> </ul>	
<b>How?</b>	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Equity Trust Company chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Equity Trust Company share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes—</b> to offer our products and services to you	<b>Yes</b>	<b>No</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don’t share</b>
<b>For our affiliates’ everyday business purposes—</b> information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates’ everyday business purposes—</b> information about your creditworthiness	<b>No</b>	<b>We don’t share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don’t share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don’t share</b>
<b>Questions?</b>	Call 800-209-9010 or go to <a href="http://www.equityinstitutional.com">www.equityinstitutional.com</a>	

Who we are	
<b>Who is providing this notice?</b>	Equity Trust Company ("Equity Trust")
What we do	
<b>How does Equity Trust Company protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Equity Trust Company collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>■ Open an account or direct us to buy or sell securities</li> <li>■ Make deposits or withdrawals from your account</li> <li>■ Provide account information or give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state laws.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies with an Equity or ETC or Innovayte name; financial companies, such as IPL Lending, LLC; nonfinancial companies, such as Retirement Education Group, Inc. d/b/a Equity University; and others, such as Midland IRA, LLC and UBIT Professional LLC.</i></li> </ul>
<b>Non-Affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Equity Trust Company does not share with non-affiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Equity Trust Company does not jointly market.</i></li> </ul>
<b>Other Important Information</b>	<p><b>California Residents:</b> We will not share your personal information with nonaffiliates for their marketing purposes without your authorization. We will not share your personal information with affiliates or with other financial companies for joint marketing purposes.</p> <p><b>Vermont residents:</b> We will not share your personal information with nonaffiliates for their marketing purposes, or share consumer report information about you with affiliates, without your authorization.</p>

**Consult With Your Attorney**

Carefully read the enclosed information. Please consult with your attorney or tax advisor if you are thinking about starting your own trust.

**Application and Form 5305-B**

The application and Form 5305-B are the legal documents through which you join the Trust. They should be carefully considered. Please complete and sign the application and Form 5305-B. Send the originals to Equity Trust. Make one copy for your records and provide one copy to your investment executive. We cannot accept incomplete or unsigned documents.

**Important Information about Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires Equity Trust Company to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, your brokers will ask for your name, address, date of birth, and other information that will allow them to identify you. Your broker may also ask to see your driver's license or other identifying documents.

**Trust Installation and Notice**

Individual accounts will be opened by your broker. The title of the account will be as follows:

Equity Trust Company, Trustee  
FBO (Name of Account Holder), Health Savings Account (HSA)

**Account Executive Note:**

Duplicate statements should be sent to:

Equity Trust Company  
Attn: DTS  
P. O. Box 45274  
Westlake, OH 44145

**(Note:** Our Federal Tax ID number should appear when opening cash accounts. It is 05-0552743. When a cash account is opened, both Trustee and Designated Beneficiary must receive a statement).

**Investments**

It is your responsibility to direct the investment of the Trust funds. Investment directions may be given directly to your brokerage firm. Investment confirmations will be sent to you by the brokerage firm.

**Contributions**

**Important:** Forward all contributions to your brokerage firm. To make sure the contributions are associated with the proper tax year, the brokerage firm's cash statement must designate the tax year for which the contribution is made. If no year is designated, the contribution will be considered made in the tax year in which it is deposited. If you make a Rollover, the brokerage firm's cash statement must indicate "RO" next to the asset(s) received.

**Note:** With the exception of rollovers, contributions in excess of the allowable amount per year (as indexed), plus excess of allowable catch-up contributions (as indexed) (or such limits as may be established by law) cannot be accepted.

**Mailing Instructions**

If sent First Class, address to:

Equity Trust Company Attn:  
DTS  
P. O. Box 45274  
Westlake, OH 44145

If sent by a courier service, address to: Equity

Trust Company  
Attn: DTS  
1 EquityWay  
Westlake, OH 44145

**Records**

It is extremely important for you to keep good records covering your contributions and investments. Remember that you assume the responsibility for filing all Federal and State tax returns and forms required as an Account Holder of a Health Savings Account.

**(Note:** Our Federal Tax ID number should appear when opening cash accounts. It is 05-0552743. When a cash account is opened, both Trustee and Designated Beneficiary must receive a statement).



This Disclosure Statement sets forth general terms, conditions and requirements related to your HSA with us, including some of the requirements under IRS Form 5305-C. This Disclosure Statement is not to be construed as giving or replacing legal advice. Please consult with a tax professional concerning any tax questions related to your HSA with us.

## GENERAL INFORMATION

Generally, an HSA is a tax-exempt custodial account established exclusively for paying qualified medical expenses in conjunction with a High Deductible Health Plan (HDHP).

## REQUIREMENTS OF AN HSA

A. **Eligibility Requirements** – You are an eligible individual with respect to establishing an HSA for any month you (1) are covered under a high deductible health plan (HDHP) as of the first day of such month; (2) are not also covered by any other health plan that is not a HDHP and that provides coverage for any benefit covered under the HDHP (with limited exceptions); (3) are not enrolled in Medicare; and (4) are not eligible to be claimed as a dependent on another person's tax return.

The requirement that the individual not be covered by any other health plan does not include coverage for accidents, disability, dental care, vision care or long-term care or coverage for "permitted insurance", which generally is insurance which relates to liabilities under workers' compensation laws, tort liabilities, auto insurance, insurance for a specific disease or illness and insurance that pays a fixed amount of hospitalization per day.

B. **High Deductible Health Plan (HDHP)** – Generally, a HDHP is a health plan that satisfied certain requirements with respect to deductibles and out-of-pocket expenses. For self-only coverage, a HDHP has an annual deductible of at least \$1,650 for 2025, and annual out-of-pocket expenses required to be paid (deductibles, co-payments and other amounts but not premiums) not exceeding \$8,300 for 2025. For family coverage, a HDHP has an annual deductible of at least \$3,300 for 2025, and annual out-of-pocket expenses required to be paid not exceeding \$16,600 for 2025. These amounts may be adjusted annually for cost-of-living increases.

C. **Non-Forfeatability** – The assets in your HSA are non-forfeitable.

D. **Eligible Custodians** – The custodian of your HSA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.

E. **Commingling Assets** – The assets of your HSA cannot be commingled with other property except in a common custodial fund or common investment fund.

F. **Life Insurance** – None of your assets in your HSA may be invested in life insurance contracts.

## CONTRIBUTIONS

A. **Cash Contributions** – All regular or annual HSA contributions must be in cash unless it is a rollover contribution.

B. **Contributors** – If you meet the eligible requirements for an HSA, you, your employer, your family members or any other person may contribute to your HSA.

C. **Maximum Contribution** – The maximum annual cash contribution is the sum of the limits determined separately for each month that you are an eligible individual. The determination for each month is based on whether, as of the first day of such month, you are eligible to contribute and whether you have self-only or family

coverage under a high deductible health plan (HDHP). If you have self-only coverage, the maximum monthly contribution is 1/12 of \$4,300 for 2025. If you have family coverage, the maximum monthly contribution is 1/12 of \$8,550 for 2025, with possible cost-of-living adjustments in future years. If you are not an eligible individual for all 12 months of a year, the contribution limit may be prorated. However, if you become HSA-eligible after the beginning of the year, you may make a full year's contribution up to the statutory contribution limit as long as you maintain eligibility during the "testing period". The "testing period" begins the last month of the initial eligibility year and runs for a full 12 months. If you do not remain eligible during the testing period, you must include in your gross income the contributions made for the months that you were not otherwise eligible and pay a 10 percent penalty tax on the amount.

D. **Catch-Up Contributions** – If you are age 55 or older before the close of the taxable year, you may make an additional contribution to your HSA. The maximum additional contribution to your HSA is \$1,000 per year. It is your obligation to ensure that you are eligible for a catch-up contribution.

E. **Contribution Deadline** – The deadline for making an HSA contribution is your tax return due date (not including extensions).

F. **Excess Contributions** – An excess contribution is a contribution made for a taxable year that exceeds the contribution limits. If the excess is not corrected timely, a penalty tax of six percent will be imposed upon the excess amount.

1. **Withdrawing Excess Before Your Tax Filing Deadline.** You can avoid the six percent penalty tax if your excess contribution is corrected by withdrawing the excess amount, along with the earnings attributable to the excess, before your tax filing deadline, including extensions, for the year for which the excess contribution was made. While the excess amount is not taxable, you must include the earnings attributable to the excess in your taxable income in the year in which the contribution was made.

2. **Withdrawing Excess After Your Tax Filing Deadline.** If you correct an excess contribution after your tax filing deadline, including extensions, the six percent excess contribution penalty tax will be imposed on the excess contribution for each year it remains in the HSA.

3. **Carry Forward Excess to a Subsequent Year.** Excess contributions made for one taxable year can be carried over to subsequent years, subject to the subsequent year's contribution limit. If you do not withdraw the excess contribution, you may carry forward the contribution for a subsequent tax year. The six percent excess contribution penalty tax will be imposed on the excess amount for each year that it remains as an excess contribution at the end of the year.

Penalty taxes should be reported and filed with the IRS with Form 5329, along with your income tax return.

G. **Deductibility of Contributions** – Contributions made by you to your HSA, which do not exceed the maximum annual contribution amount, are deductible by you when determining your adjusted gross income. You are not required to itemize your deductions to

get this benefit. The deduction is allowed regardless of whether you itemize deductions. However, employer contributions to your HSA are excludable from your gross income and you cannot deduct such amounts on your tax return as HSA contributions.

#### DISTRIBUTIONS

- A. **General** – Distributions from an HSA are permitted at any time. However, there may be custodial fees associated with such distributions.
- B. **Tax-Deferred Earnings** – The investment earnings of your HSA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).
- C. **Taxation of Distributions**
  - 1. Distributions taken from your HSA to pay for qualified medical expenses or to reimburse you for qualified medical expenses for which you already paid are excluded from your gross income.
  - 2. Qualified medical expenses include amounts paid for medical care, as defined under IRC Section 213(d), for you, your spouse and your dependents, so long as such expenses were not covered by insurance or otherwise. In addition, these expenses must be incurred only after the HSA has been established.
  - 3. Distributions made for purposes other than qualified medical expenses are included in your gross income and are subject to an additional twenty percent penalty tax. This additional 20 percent penalty tax will apply unless a distribution is made for the following circumstances: (1) after you become eligible for Medicare; (2) your death; or (3) disability.
  - 4. You are solely responsible for determining the taxability or non-taxability of any distribution from your HSA. Please see IRS Publication 502, Medical and Dental Expenses, for detail concerning qualified medical expenses, available at [www.irs.gov](http://www.irs.gov).

#### ROLLOVERS

- A. Your HSA may be rolled over to another HSA of yours or may receive rollover contributions, provided that all of the applicable rollover rules are followed. We have discretion on whether we will accept, and how we will process, a rollover or transfer to or from your HSA.
- B. **HSA or Archer MSA to HSA Rollovers** – You are permitted to roll over assets from your HSA to another HSA of yours if the requirements of IRC Section 223(f)(5) are met. For example, the distribution must be rolled over not later than 60 days after the distribution is received to avoid tax consequences and to effect a proper rollover. You may make only one rollover contribution to an HSA during a 12-month period. Assets distributed from your Archer MSA also may be rolled over to your HSA and the 60-day window is a requirement.
- C. **Written Election** – At the time you make a rollover to an HSA, you must designate in writing to the custodian your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.
- D. **Qualified HSA Funding Distribution** – If you are an eligible HSA individual, you may elect to take a qualified funding distribution from your IRA and directly deposit it into your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. If you do not remain HSA-eligible (for reasons other than death or disability) for 12 months following the transaction, the amount of the transaction is subject to taxation and a 10 percent

penalty tax.

#### ROLLOVERS

- A. If you die and your beneficiary is your spouse, your HSA (or the relevant portion thereof) will become your spouse's HSA as of the date of your death, subject to the same rules and regulations.
- B. If your beneficiary is not your spouse, the HSA (or the relevant portion thereof) will cease to be an HSA as of the date of your death.
- C. If the beneficiary is your estate, the fair market value of the HSA is taxable on your final tax return as gross income. For other beneficiaries, the fair market value of the account is taxable to that beneficiary as gross income in the tax year that includes the date of death.

#### LIMITATIONS AND RESTRICTIONS

- A. **Deduction of Rollovers and Transfers** – A deduction is not allowed for rollover or transfer contributions.
- B. **Prohibited Transactions** – If you or your beneficiary engage in a prohibited transaction with your HSA, as described in Code Section 4975, your HSA will lose its tax exempt status. You would then have to include the fair market value of your HSA as of that first day in your gross income for the year during which the prohibited transaction occurred. Applicable taxes and penalties may apply. Please refer to your tax advisor and Section 4975 of the IRC for guidance.
- C. **No Pledging** – If you pledge any portion of your HSA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year.

#### OTHER INFORMATION

- A. **IRS Plan Approval** – The agreement used to establish this HSA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.
- B. **No Tax Advice** – The custodian does not render any tax advice to you and, as such, you should seek the guidance of a tax or legal professional before opening an HSA with us. Section 223 of the Internal Revenue Code and other relevant IRC sections govern your HSA, as well as this Disclosure Statement, the Agreement and any amendments to these documents. For more information on HSAs, please refer to IRS Publication 969 and IRS Publication 502 for a list of qualified medical expenses that may be reimbursed from HSAs or contact the IRS.

**Health Savings Trust Account**  
(Under section 223(a) of the Internal Revenue Code)**Do not file**  
with the Internal  
Revenue Service

Name of account owner (grantor)

Date of birth of account owner

Address of account owner (Street address, city, state, ZIP code)

Name of trustee

Address or principal place of business of trustee

The account owner named above is establishing this health savings account (HSA) exclusively for the purpose of paying or reimbursing qualified medical expenses of the account owner, his or her spouse, and dependents. The account owner represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a high deductible health plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.

\$ ..... dollars in cash is assigned to this trust account.

The account owner and the trustee make the following agreement:

**Article I**

1. The trustee will accept additional cash contributions for the tax year made by the account owner or on behalf of the account owner (by an employer, family member, or any other person). No contributions will be accepted by the trustee for any account owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
2. Contributions for any tax year may be made at any time before the deadline for filing the account owner's federal income tax return for that year (without extensions).
3. Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
4. Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.
5. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

**Article II**

1. For calendar year 2011, the maximum annual contribution limit for an account owner with single coverage is \$3,050. This amount increases to \$3,100 in 2012. For calendar year 2011, the maximum annual contribution limit for an account owner with family coverage is \$6,150. This amount increases to \$6,250 in 2012. These limits are subject to cost-of-living adjustments after 2012.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2009 and later years, an additional \$1,000 catch-up contribution may be made for an account owner who is at least age 55 or older and not enrolled in Medicare.
4. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

**Article III**

It is the responsibility of the account owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the account owner shall notify the trustee that there exist excess contributions to the HSA. It is the responsibility of the account owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

**Article IV**

The account owner's interest in the balance in this trust account is nonforfeitable.

**Article V**

1. No part of the trust funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m).
2. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the account owner nor the trustee will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in section 4975).

**Article VI**

1. Distributions of funds from this HSA may be made upon the direction of the account owner.
2. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the account owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the account owner's gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the account owner's death, disability, or reaching age 65.
3. The trustee is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the account owner is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

## Article VII

If the account owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

1. If the beneficiary is the account owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the beneficiary is not the account owner's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the account owner's estate, the fair market value of the account as of the date of death is taxable on the account owner's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

## Article VIII

1. The account owner agrees to provide the trustee with information necessary for the trustee to prepare any report or return required by the IRS.
2. The trustee agrees to prepare and submit any report or return as prescribed by the IRS.

## Article IX

Notwithstanding any other article that may be added or incorporated in this agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this agreement that is inconsistent with section 223 or IRS published guidance will be void.

## Article X

This agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear below.

## Article XI

Article XI may be used for any additional provisions. If no other provisions will be added, draw a line through this space. If provisions are added, they must comply with the requirements of Article IX.

## Article XII

### A. Contributions and Rollovers

**Contributions.** You are responsible for determining whether any contribution, transfer or rollover to this Health Savings Account (HSA) complies with the terms of this Trust Agreement and the Internal Revenue Code. We are not responsible for any taxes, penalties, judgments or expenses incurred in connection with this Health Savings Account and we are under no duty to determine whether the amount of any contribution, transfer or rollover is in accordance with the Trust and the Code or exceed the limits of the Code. Contributions made to this Trust by or for the Account Holder are fully vested and non-forfeitable at all times.

**Form of Contributions.** All annual contributions to this Trust must be in the form of cash, checks, or electronic fund, except as otherwise allowed by law.

**Deadline for Contributions.** Contributions made to this Trust by the Account Holder must be made to, or for the account, no later than April 15<sup>th</sup> of the year following the year to which the contribution relates. Except as provided below, if you make an annual contribution to your Health Savings Account, we will treat the contribution as made for the year in which it is received in our office. If the contribution is for a prior year, you must clearly indicate in writing, that the contribution is intended for the prior calendar year and the contribution must be received by us by your tax filing date (excluding extensions).

**Rollovers and Transfers.** We may accept rollovers and transfer of other Health Savings Account or Archer MSA assets (whether in cash or in-kind, subject to our policies), provided that you have provided all requested information regarding the rollover/transfer.

### B. Investments

**Investment Control-** Notwithstanding any other provision of this Trust Agreement, the Trustee shall exercise all investment and management powers granted to it hereunder including, but not limited to all powers related to the acquisition, disposition, retention, exchange, change in character, lending, borrowing, pledging, mortgaging, managing leasing, granting of options with respect to, insuring, abandoning, or in any way relating to the investment of management of trust assets, only upon the direction of the Trust Advisor or Account Holder (the "Trust Advisor"). The Account Holder will be the initial Trust Advisor and shall have power, in a writing delivered to the Trustee, to designate any successor Trust Advisor to serve upon the Account Holder's death or during the Account Holder's incapacity; failing any such designation, the successor Trust Advisor will be the Beneficiary or Beneficiaries who are not under any incapacity, who will be solely responsible for the investment direction of the account.

As provided in Chapter 55-1B-2 of the South Dakota Codified Laws, in no event shall any Trustee hereunder be liable for any matter with respect to which it is directed pursuant to this Section B of Article XII except in cases of such Trustee's own willful misconduct. The Trustee shall be under no duty to inquire into or monitor the investment of the trust assets or the directions of the Trust Advisor. The Trust Advisor will direct the Trustee with respect to the investment of all contributions and the earnings under the trust. Such direction will be limited to securities obtainable through the brokerage firm designated in the application (or other stockbroker selected by the Trust Advisor and approved by the Trustee) for reinvestment in accordance with the instructions of the Trust Advisor. Notwithstanding the above, the Trust Advisor may direct contributions and earnings to be placed in a savings account or a Certificate of Deposit with an institution approved by the Trustee. If at any time there is no Trust Advisor serving hereunder, the Trustee shall have no duty to make any investment decisions or to monitor the investment of trust assets pursuant to decisions previously made at the direction of the Trust Advisor. Any Trust Advisor, other than the Account Holder or a Beneficiary, may resign at any time upon thirty (30) days written notice to the Trustee. The Trust Advisor need not inquire into the Trustee's performance of its duties and shall not be held liable for any loss whatsoever to the trust, unless it results from actions taken in bad faith or its own willful misconduct.

It is the Trust Advisor's responsibility to select and direct the investments of the Trust, either in person or through a broker, account executive or investment adviser. The Trustee in its discretion reserves the right to return contributions received without the proper investment instructions to the payer or deposit such contributions to a money market account of the Trustee's choice.

All contributions received, together with the income therefrom, and any other amounts will be held and administered by us pursuant to the terms of the Trust without distinction between principal and income and without liability for the payment of interest.

The Trustee shall be under no duty to question any direction from the Trust Advisor or the Trust Advisor's agent with respect to any investments, to review or monitor any securities or other property held in Trust, or to make suggestions to the Trust Advisor or the Trust Advisor's agent with respect to investment, retention, or disposition of any assets held in the Trust. The Trustee shall be indemnified from the Trust and by the Account Holder and held harmless from and against any claim or liability which may be asserted against the Trustee by reason of its acting or not acting pursuant to any direction from the Trust Advisor or failing to act in the absence of any such direction.

The Trustee shall be under no duty to receive, mail, forward or vote proxies.

**Limitations on Available Investments.** Pursuant to the Trust Advisor's written directions (or those of the Trust Advisor's agent, if applicable), the Trust may be invested in (i) cash, cash equivalents, exchange traded debt or equity securities (including options thereon and collectively defined as securities), mutual fund shares, savings media, and any other investment for the Trust under applicable law, to the extent they are not prohibited by Section 408(m) and the regulations thereunder, to the extent we agree, in our sole discretion, to accept trusteeship of such assets. The allowable investments shall include, without limitation, any options on any security that may be held by the Trust under this Trust Agreement and applicable law which is obtainable through the Brokerage Firm designated in the Application, either "over the counter" or on a recognized exchange. To the extent permitted by the Trustee, investments may include offshore or foreign securities. Any and all such investments and reinvestments must be acceptable to the Trustee without any duty on the part of the Trustee to diversify the investments or to make inquiry with regard to the investments or the written directions of the Trust Advisor, and without any duty or obligation to comply with any provisions of law, other than the Code, that otherwise might restrict, limit, or impose conditions upon the Trustee's power or authority to invest in common or collective trust funds or other entities formed principally for the commingling of assets for investment but only to the extent that such provisions of law may be waived or overridden by the express terms of this Trust Agreement. The Trustee may absolutely rely on such written directions from the Trust Advisor that the Trustee believes to be genuine and will be fully protected in doing so.

Notwithstanding anything to the contrary, investments in life insurance or insurance contracts are not permitted under this Trust. In addition, investments in collectibles are not permitted except as provided in Article V.

**Appointment or Investment Manager.** The Trust Advisor or Account Holder may appoint in writing an Investment Manager or Managers to manage (including power to acquire and dispose of) any assets of this Trust. Any such Investment Manager shall be registered as an Investment Adviser under the Investment Advisers Act of 1940 ("1940 Act"). If investment of the Trust is to be directed by an Investment Manager, the Trust Advisor shall deliver to the Trustee a copy of the instruments appointing the Investment Manager and evidencing the Investment Manager's acceptance of such appointment, an acknowledgment by the Investment Manager that it is a fiduciary of the Trust, and a certificate evidencing the Investment Manager's current registration under the 1940 Act. The Trustee shall be fully protected in relying upon such instruments and certificate until otherwise notified in writing by the Trust Advisor.

The Trustee shall follow the directions of the Investment Manager regarding the investment and reinvestment of the Trust, or such portion thereof as shall be under management by the Investment Manager. The Trustee shall be under no duty or obligation to review any investment to be acquired, held or disposed of pursuant to such directions nor to make any recommendations with respect to the disposition or continued retention of any such investment or the exercise or non-exercise of the powers. Therefore, and in accordance with Section 405 (d) (1) under the 1940 Act and Chapter 55-1B of the South Dakota Codified Laws, the Trustee shall have no liability or responsibility for acting or not acting pursuant to the direction of, or failing to act in the absence of any direction from, the Investment Manager, except in cases of the Trustee's own willful misconduct. The Trustee shall be indemnified from the Trust and by the Account Holder and held harmless from and against any claim or liability which may be asserted against the Trustee by reason of its acting or not acting pursuant to any direction from the Investment Manager or failing to act in the absence of any such direction.

The Investment Manager at any time and from time to time may issue orders for the purchase or sale of securities directly to a broker; and in order to facilitate such transaction, the Trustee upon written request shall execute and deliver appropriate trading authorizations. Written notification of the issuance of each such order shall be given promptly to the Trustee by the Investment Manager, and the execution of each such order shall be confirmed by written advice via confirms or otherwise to the Trustee by the broker.

**Brokerage Firm.** You may designate a Brokerage Firm on your Health Savings Account Application to process trades in your account. If no Brokerage Firm is currently selected, the Trustee may, in its discretion, appoint another stockbroker or dealer to handle investments in securities under the Trust. The Brokerage Firm named in the Application will have authority to provide the Trustee with instructions, via confirmations or otherwise, implementing the Trust Advisor's directions to the Brokerage Firm to purchase and sell securities for your account. Before the entry of any orders to purchase or sell securities in this account, the Trust Advisor shall approve beforehand all such orders and direct the Brokerage Firm to implement the Trust Advisor's instructions. You authorize the Trustee to honor trades within your account without obligation to verify prior authorizations of such trades. The Brokerage Firm shall receive advices of available cash in this account and shall forward confirmation of purchases and sales to the Trustee. All investments outside of the brokerage account shall be accompanied by additional written instructions.

**Prohibited Transactions.** If you, your Beneficiary or a disqualified person engages in a prohibited transaction with the account, within the meaning of Section 4975, the Trust will lose its exemption for federal income tax purposes and part or all of the assets of the Trust will be deemed distributed to you, with tax consequences. Prohibited transactions include, but are not limited to, using the account as security for a loan, borrowing from the account, and buying from or selling assets to the account.

### **C. Distributions**

You are responsible for determining whether any distribution, transfer or direct rollover from this Health Savings Account Trust complies with the terms of this Trust Agreement and the Internal Revenue Code. We are not responsible for any taxes, penalties, judgments or expenses incurred in connection with this Health Savings Account.

The Account Holder may elect to receive a distribution of the balance of the Trust at any time, upon written notice to the Trustee. All requests for withdrawals will be in writing and in a form acceptable to the Trustee. A withholding election and the tax identification number of the recipient will be provided to the Trustee before the Trustee makes a payment. All payments are subject to applicable taxes and penalties. If no withholding election is provided to the Trustee, taxes will be withheld in accordance with applicable laws.

The Trustee will not be liable for the proper application of any part of the Trust if distributions are made in accordance with the written directions of the Account Holder as provided, nor will the Trustee be responsible for the adequacy of the Trust to meet and discharge any and all distributions and liabilities.

## **D. Beneficiaries**

**Naming Beneficiaries.** You may designate one or more beneficiaries on the Health Savings Account Application to receive your account in the event of your death before the complete distribution of your account. You may change your beneficiary designation, at any time, by filing a written notice with us (or our designated agent) in such manner as we deem acceptable. Changes to your beneficiary designation must be signed by you and received by us or our designated agent during your lifetime and are considered valid when they have been received in the applicable office.

Unless you properly designate how distributions are to be paid, the interest in the account will be paid equally, per capita to all primary beneficiaries, or to your contingent beneficiaries, if all primary beneficiaries have died before you.

**Default Beneficiary.** If you have not designated a beneficiary prior to your death, the beneficiary will be your Spouse, or if your Spouse is not living or you have none, the beneficiary will be your estate.

**Minor or Incapacitated Beneficiary.** If the beneficiary designated to receive payments is a minor child or declared incapacitated or incompetent by the court, the Trustee may follow the direction of a court appointed guardian or legally appointed representative, including payment and investment direction. The Trustee will not be liable for any loss which may result from any investment, liquidation, or distribution made by us in good faith under this paragraph.

**Disclaimers by Beneficiary.** Your designated beneficiary may disclaim his or her interest in the account provided the disclaimer is in a form acceptable to us and complies with Code Section 2518(b) and applicable state law. Any such disclaimer will be irrevocable upon receipt by us. We may require a written instrument executed by the beneficiary indemnifying us and holding us harmless from any and all liability or responsibility arising out of or in connection with any action we may take in reliance on the disclaimer.

**Beneficiary Responsibility for Account.** Following your death, the Beneficiary is responsible for paying any fees and expenses of the Trust in the same manner and time frame as if he or she were the original Account Holder. The Beneficiary shall be bound by the terms of this Trust Agreement. A Beneficiary also becomes liable for all taxes, including penalties that may be due on the account.

**Disputes as to Beneficiary.** In the event of a dispute between two or more beneficiaries (or purported beneficiaries), the Trustee retains the right to arbitration or the right to apply to a court of competent jurisdiction for judicial settlement or to arbitration. All fees and expenses incurred by the Trustee in connection with either such action will be deducted from the assets of the Trust after reasonable notice is given to the beneficiaries. Such fees and expenses do not have to be approved by the court or an arbitrator.

**Effect of Divorce.** If your designated beneficiary is your Spouse (designated either by name or relationship or both), your divorce, or annulment or other legal termination of your marriage will automatically revoke your designated beneficiary.

**Missing Beneficiaries.** It is your responsibility (and after your death, your beneficiaries' responsibility) to provide updated contact information for all named beneficiaries.

## **E. Trustee Compensation**

The Trustee shall be paid such reasonable compensation as shall from time to time be communicated to you by the Trustee, and such compensation shall be chargeable to you, including minimum fees and additional compensation for special investments and services, notwithstanding that such stipulated compensation shall be greater than that now in effect or than that provided from time to time under applicable law, and such compensation may be paid at any time without court approval. You hereby covenant and agree to pay the same.

The Trustee shall charge you with any taxes paid by it which may be imposed upon the Trust or the income thereof or upon which the Trustee is required to pay, as well as all expenses of administration of the Trust, including but not limited to transaction costs, distributions, postage, commissions, fees, and reasonable attorney fees. You hereby covenants and agrees to pay the same.

**Legal Fees.** To the extent the Trustee is engaged in any form of litigation, arbitration, or dispute resolution concerning the Trust assets or the interest of the Trust, the Trustee shall be entitled to recover all costs, fees and expenses, including reasonable attorney's fees, directly from the Trust assets.

**Payments from the Trust.** In the event you shall at any time fail to pay the Trustee's compensation, taxes, and expenses within a reasonable time after demand for such payment has been made by the Trustee from you, the Trustee will charge the Trust such compensation, taxes and expenses and may liquidate assets of the Trust for such purposes, as in its sole discretion, it shall determine.

Notwithstanding any other provision contained in this Trust Agreement, all payments under this Section and the liquidation of assets to obtain funds therefore may be made without the approval or direction from you. If the Trust is not sufficient to satisfy the Trustee's compensation, fees, taxes, and expenses, then the Trustee will charge you for such unpaid compensation, fees, taxes, and expenses.

## **F. Amendment and Termination**

**Power to Amend.** The Account Holder (and Beneficiaries, after the Account Holder's death) cannot amend this Trust Agreement, other than as allowed on the Application. Each individual who adopts this Trust delegates to the Trustee the power to amend this Trust Agreement, including any retroactive amendments, by submitting a copy of such amendments to you. You shall be deemed to have consented to any and all such amendments. In addition, the Trustee may amend the fee schedule from time to time with an advance thirty (30) days written notice to you.

**Revocation Right.** You may revoke this Trust in writing within seven (7) days after the date that you signed the Application. In the event of such revocation, the Trustee will return the entire account plus any Trustee compensation, taxes and expenses as soon as practical.

**Termination.** You shall have the right to terminate this Trust Agreement at any time and from time to time, by delivering to the Trustee a signed copy of a statement of termination. In addition, this Trust Agreement and the Trust created hereby will be terminated in the case of complete distribution of the Trust.

**Successor Trustee.** The Trustee may, without leave of court at any time and for any reason, resign as Trustee of the Trust upon thirty (30) days written notice to you or, upon your death, to the beneficiary; you may, without leave of court at any time and for any reason, remove the Trustee upon thirty (30) days written notice to the Trustee. Upon resignation or removal of the Trustee, you shall appoint a successor Trustee that shall have the same powers and duties as are conferred upon the Trustee hereunder and in default thereof, such successor Trustee may be appointed by a court of competent jurisdiction.

In the event of removal or resignation of the Trustee, if you fail to appoint a successor Trustee and complete the transfer of assets within thirty (30) days

of the date the Trustee mails notice of its resignation to your last address on file or, following your death, the beneficiary's last address on file or you mail notice of its removal to the Trustee, the Trustee may in its discretion, transfer the assets to a successor Trustee of its choosing, or liquidate and distribute the assets, less any amounts withheld for Trustee compensation, taxes, and expenses, to you. The Trustee will not be responsible for any penalties, fines, taxes, or tax consequences that may result from such distribution or transfer.

Upon receipt of the property of the Trust, the successor Trustee shall thereupon have the same powers and duties as are conferred upon the initial Trustee under this Trust Agreement.

Except as provided below, no successor Trustee shall have any obligation or liability with respect to the acts or omissions of its predecessors. Upon delivery of the trust property to a successor Trustee the predecessor Trustee shall have no further liability of responsibility with respect thereto. A successor Trustee shall have no duty to examine, or inquire into, the acts or omissions of its immediate predecessor Trustees, and any successor Trustee shall have responsibility only with respect to the property actually delivered to it by its predecessor Trustee. The actual appointment and qualification of a successor Trustee to whom the Trust assets may be transferred are conditions which must be fulfilled before the resignation or removal of the Trustee shall become effective. The resigned or removed Trustee shall endorse, transfer, convey and deliver to the successor trustee all of the funds, securities or other property then held by it under the Trust, together with such records as may be reasonably required in order that the successor Trustee may properly administer the Trust.

Any corporation resulting from any merger, conversion, reorganization or consolidation to which any corporation acting as Trustee hereunder shall be a party, or any corporation to which shall be transferred all or substantially all of any such corporation's trust business, shall be the successor of such corporation as Trustee hereunder, without the execution of filing of any instrument or the performance of any further act and shall have the same powers, authorities, and discretions as though originally named in this Agreement; provided, however, that in the case of any corporation that is acting as a Trustee hereunder, the provisions of this paragraph shall apply only if the resulting or transferee corporation is domiciled in the same jurisdiction as the corporation that was acting as Trustee.

**Limitations on Amendments or Terminations.** Neither you nor the Trustee shall have the right to amend or terminate this Trust in such a manner as would cause or permit all or part of the entire interest of the Account Holder to be diverted for purposes other than your exclusive benefit or that of your Beneficiary.

The Trustee shall not have the right to modify or to amend this Trust retroactively in such a manner as to deprive you or your Beneficiary of any benefit to which you may be entitled under this Trust Agreement by reason of contributions made prior to the modification or amendment, unless such modification or amendment is necessary to conform this Trust to, or satisfy the conditions of, any law, governmental regulation or ruling, or to permit this Trust to meet the requirements of Section 223 of the Code.

## **G. Miscellaneous**

**Exclusive Benefit.** Except as specifically provided in this Trust Agreement, no part of the Trust shall be used for, or diverted to, purposes other than for the exclusive benefit of the Account Holder or their Beneficiaries.

**Trustee Liability.** Except as otherwise expressly provided in this Trust Agreement, the Trustee shall not be liable for any act or omission made in connection with the Trust except for its intentional misconduct or negligence. The Trustee acts in a non-discretionary trustee capacity and has no fiduciary capacity or authority with respect to any matter involving the trust or trust fund.

### **Interested Party Transactions.**

Subject to the limitations of Section B of Article XII, the Trustee shall have power to invest in any money market deposit or similar account or securities of the Trustee or any affiliate thereof, of in one or more limited partnerships, joint ventures, investment trusts, mutual funds or similar investment funds (each such enumerated investment is hereinafter referred to in this paragraph as an "investment fund"), whether or not the Trustee, or any affiliate thereof, renders services to such investment fund and receives compensation therefrom. The Trustee shall be entitled to receive such compensation as is provided in Section E of Article XII for serving as Trustee as to amounts invested in such investment fund, even though the Trustee, or any affiliate thereof, may receive additional fees from such investment fund and the Trustee shall have no duty or obligation to disclose such fee.

The Trustee shall also have power to enter into transactions with, and to retain the services of, any entity affiliate with the Trustee, upon such terms and conditions as the Trustee deems advisable, including but not limited to transactions or services in which the Trustee or its affiliated entity (i) is a broker or dealer retained to execute security transactions on behalf of the Trust; (ii) purchases assets from or sells assets to the Trust; (iii) lends money to the Trust; (iv) engages in any other transactions (whether as an agent, as a principal, as a counterparty or in any other capacity) with, or renders any other services to, the Trust. In such instances, the affiliated entity shall be entitled to receive fees or other compensation from the Trust without any reduction of the fees which the Trustee shall be otherwise entitled to receive from the Trust.

**Notices.** Any required notice regarding the Trust will be considered effective when the Trustee (or our designated agent) mails it to the last address of the intended recipient which is contained in the Trustee's records. We may provide notice to you in another format, including but not limited to electronic mail. Any electronic notice will be deemed effective when transmitted to the last e-mail or other electronic address in the Trustee's records. You acknowledge that any notice provided electronically to you (or your beneficiary) will be deemed to have been provided in writing for purposes of this Health Savings Account and applicable federal and state laws. Any notice to be given to the Trustee must be provided in writing and will be considered effective when the Trustee actually receives it. You and/or your beneficiaries must notify the Trustee (or our designated agent) of any change of address in a manner acceptable to the Trustee.

**Community Property Laws.** The terms and conditions of this Trust Agreement shall be applicable without regard to the community property laws of any state.

**Headings.** The captions of Articles and Sections in this Trust Agreement are included for convenience only and shall not be considered a part of, or an aid to, the construction of this Trust.

**Severability.** The determination that any provision of this Trust Agreement is not enforceable in accordance with its terms in a particular jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Trust Agreement generally or in any other jurisdiction or as to any other parties, but rather such unenforceable provisions shall be stricken or modified in accordance with such determination only as to such parties and this Trust Agreement, as so modified, shall continue to bind the specific parties involved therein and otherwise all other parties in unmodified form.

**Applicable Law.** The validity, construction and effect of the provisions of this Trust Agreement in all respects shall be governed and regulated according to and by the laws of the State of South Dakota, except as superseded by federal law. The Trust shall be administered in accordance with the laws of South Dakota. Jurisdiction and venue of any matter related to this Trust Agreement shall lie solely in the courts of the State of South Dakota, and the Trustee shall not be required to account in any court other than one of the courts in South Dakota.

**Inalienability of Assets.** No individual shall have the right to sell, assign, discount, or pledge as collateral for a loan any asset of this Trust. In accordance with applicable law, the assets of this Trust are not subject to garnishment, attachment, execution or levy of any kind, except as may be required by law. However, you may transfer your account to your former Spouse under a divorce decree or under a written instrument incident to such divorce.

**Annual Reports.** The Trustee shall furnish such reports to you and to the Internal Revenue Service as prescribed by the Commissioner of Internal Revenue or the Secretary of Treasury. The Trustee will rely on the regularly issued brokerage/investment statements that are issued by the Brokerage Firm or other investment sponsor.

Unless you file a written objection to the report within thirty (30) days after it is mailed, it will be deemed to have been approved and we will be released from any and all liability to anyone with respect to all matters set forth in the report as though such matter had been settled by the decree of a court of competent jurisdiction in a contested proceeding.

**No Periodic Accounts or Bond.**

No Trustee shall be required to file or render periodic accounts in or to any court other than for good cause shown. No Trustee shall be required to give any bond.

**No Third-Party Beneficiaries.** No person other than you or, following your death, the beneficiary may bring any action against the Trustee with respect to the Trust or its actions as Trustee.

**Right to Rely.** The Trustee shall be fully protected in acting upon any instrument, certificate, or paper believed by it to be genuine and to be signed or presented by you or such proper person or persons, and the Trustee shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

### Article XIII - Word Usage

The masculine gender, where used in this Trust Agreement, shall include the feminine gender, and singular words, as used in this Trust Agreement, may include the plural unless the context indicates otherwise. The words "mail", "mails", "in writing", and "written", where used in this Trust Agreement, shall include the United States Postal Services, any nationally recognized parcel delivery services, or any other form of delivery such as voice response or other means of electronic mail notification or messaging system. **DO NOT FILE THIS TRUST AGREEMENT WITH THE IRS. KEEP IT WITH YOUR RECORDS.**

Account Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Trustee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness' Signature \_\_\_\_\_ Date \_\_\_\_\_

(Use only if signature of account owner or trustee is required to be witnessed.)

#### What's New

**Additional Tax Increased.** For tax years beginning after December 31, 2010, the additional tax on distributions not used for qualified medical expenses increases from 10% to 20%.

#### General Instructions

*Section references are to the Internal Revenue Code.*

#### Purpose of Form

Form 5305-B is a model trust account agreement that has been approved by the IRS. An HSA is established after the form is fully executed by both the account owner and the trustee. The form can be completed at any time during the tax year. This account must be created in the United States for the exclusive benefit of the account owner.

Do not file Form 5305-B with the IRS. Instead, keep it with your records. For more information on HSAs, see Notice 2004-2, 2004-2 I.R.B. 269, Notice 2004-50, 2004-33 I.R.B. 196, Pub. 969, Health Savings Accounts and Other Tax-Favored Health Plans, and other IRS published guidance.

#### Definitions

**Identifying Number.** The account owner's social security number will serve as the identification number of this HSA. For married persons, each spouse who is eligible to open

an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for HSAs.

**High Deductible Health Plan (HDHP).** For calendar year 2011, an HDHP for self-only coverage has a minimum annual deductible of \$1,200 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$5,950. In 2012, the \$1,200 minimum annual deductible remains the same and the annual out-of-pocket maximum increases to \$6,050. For calendar year 2011, an HDHP for family coverage has a minimum annual deductible of \$2,400 and an annual out-of-pocket maximum of \$11,900. In 2012, the \$2,400 minimum annual deductible remains the same and the annual out-of-pocket maximum increases to \$12,100. These limits are subject to cost-of-living adjustments after 2012.

**Self-only coverage and family coverage under an HDHP.** Family coverage means coverage that is not self-only coverage.

**Qualified medical expenses.** Qualified medical expenses are amounts paid for medical care as defined in section 213(d) for the account owner, his or her spouse, or dependents (as defined in section 152) but

only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not qualified medical expenses.

**Trustee.** A trustee of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a trustee of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS.

#### Specific Instructions

**Article XI.** Article XI and any that follow it may incorporate additional provisions that are agreed to by the account owner and trustee. The additional provisions may include, for example, definitions, restrictions on rollover contributions from HSAs or Archer MSAs (requiring a rollover not later than 60 days after receipt of a distribution and limited to one rollover during a one-year period), investment powers, voting rights, exculpatory provisions, amendment and termination, removal of trustee, trustee's fees, state law requirements, treatment of excess contributions, distribution procedures (including frequency or minimum dollar amount), use of debit, credit, or stored-value cards, return of mistaken distributions, and descriptions of prohibited transactions. Attach additional pages if necessary.



<b>Annual Fee</b>	
Annual Fee per Account	\$ 15
<i>Annual fees are charged on a calendar year basis and are not pro-rated.</i>	
Services Include:	
<ul style="list-style-type: none"> <li>• IRS approved retirement plans and trust/custodial documents. Maintain such trust/custodial documents in compliance with applicable federal laws and regulations.</li> <li>• Maintaining customer data, including beneficiary designation.</li> <li>• Annual required minimum distribution notices and, upon request, calculate required minimum distribution amounts.</li> <li>• Remit and report tax withholding to appropriate agencies under our taxpayer ID.</li> <li>• Provide IRS Forms 1099 and 5498, as required.</li> <li>• Report fair market value of assets to IRS, as required.</li> </ul>	
<b>Other Charges</b>	
Account Closing Fee	\$ 20
Outgoing Wire Processing	\$ 25
Tax Form Corrections	\$ 25
Processing on Terminated Trust	\$ 25
<i>Processing on terminated accounts after the account has been closed more than 6 months</i>	
Reinstatement of Closed Account	\$ 50
Special services not otherwise provided above	As agreed

**Please Note:** *In the event account fees become delinquent and it becomes necessary to collect the balance through the services of a collection agency, you will be held responsible for their fees.*

Trustee fees are dependent on the Brokerage Firm who services your account. Please contact your Brokerage Firm for all fees applicable to your account. If you should transfer your account to another Brokerage Firm, a current schedule of fees should be requested.