

# Altruist Financial LLC Customer Agreement



Altruist Financial LLC  
October 2024

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

**THE CUSTOMER UNDERSTANDS THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN ALL ASPECTS OF THE RELATIONSHIP WITH ALTRUIST REGARDING THE CUSTOMER'S ACCOUNTS. THE CUSTOMER WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS CUSTOMER AGREEMENT BEFORE CLICKING "OPEN ACCOUNT" OR OTHER SIMILARLY WORDED BUTTON. IF THE CUSTOMER HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS CUSTOMER AGREEMENT, THE CUSTOMER MAY EMAIL [SUPPORT@ALTRUIST.COM](mailto:SUPPORT@ALTRUIST.COM).**

**THE CUSTOMER UNDERSTANDS THAT CLICKING "OPEN ACCOUNT" OR OTHER SIMILARLY WORDED BUTTON IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT AND THE CUSTOMER WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.**

**BY ENTERING INTO THIS AGREEMENT, THE CUSTOMER ACKNOWLEDGES RECEIPT AND ACCEPTANCE OF THE ALTRUIST REGULATION SP PRIVACY NOTICE AND THE ALTRUIST WEBSITE PRIVACY POLICY, BOTH ACCESSIBLE AT [ALTRUIST.COM/LEGAL](https://ALTRUIST.COM/LEGAL). THE CUSTOMER UNDERSTANDS THAT THIS CUSTOMER AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY ALTRUIST BY POSTING THE AMENDED VERSION OF THE CUSTOMER AGREEMENT ON THE ALTRUIST WEBSITE. THE CUSTOMER AGREES TO CHECK FOR UPDATES TO THIS CUSTOMER AGREEMENT. THE CUSTOMER UNDERSTANDS THAT BY CONTINUING TO MAINTAIN A SECURITIES BROKERAGE ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS CUSTOMER AGREEMENT, THAT THE CUSTOMER IS ACCEPTING THE TERMS OF THE REVISED CUSTOMER AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF THE CUSTOMER REQUESTS OTHER SERVICES PROVIDED BY ALTRUIST THAT REQUIRE THE CUSTOMER TO AGREE TO SPECIFIC TERMS AND CONDITIONS ELECTRONICALLY (THROUGH CLICKS OR OTHER ACTIONS) OR OTHERWISE, SUCH TERMS AND CONDITIONS WILL BE DEEMED AN AMENDMENT AND WILL BE INCORPORATED INTO AND MADE PART OF THIS CUSTOMER AGREEMENT. THE CUSTOMER UNDERSTANDS EACH OF ALTRUIST'S AFFILIATES IS AN EXPRESS THIRD-PARTY BENEFICIARY OF THIS CUSTOMER AGREEMENT. THE CUSTOMER ALSO UNDERSTANDS AND AGREES THAT NO ENTITY OTHER THAN ALTRUIST IS MAKING ANY REPRESENTATIONS, OBLIGATION, OR COVENANT IN CUSTOMER'S FAVOR UNDER OR RELATED TO THIS CUSTOMER AGREEMENT. THE CUSTOMER ALSO UNDERSTANDS THAT BY CLICKING "OPEN ACCOUNT" OR OTHER SIMILARLY WORDED BUTTON THE CUSTOMER HAS ACKNOWLEDGED THAT THIS CUSTOMER AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 27 HEREIN.**

## 1. Capacity and Status.

If an individual, the Customer is of legal age under the laws of the state where the Customer resides and authorized to enter into this Customer Agreement. If an entity, the Customer is duly formed, validly existing and in good standing in its state of organization, has full power and authority to enter and perform this Customer Agreement, and the persons signing the account application are fully authorized to act on the Customer's behalf. No person, except the Customer (or any person named in a separate agreement or joint account), has any interest in the Account opened pursuant to this Customer Agreement. Except as otherwise disclosed to Altruist in writing, neither the Customer nor any member of the Customer's immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. The Customer understands and agrees to the Customer's obligation to promptly notify Altruist in writing if the Customer or the Customer's immediate family becomes registered or employed in any of the above-described capacities. Except as otherwise disclosed to Altruist in writing, the Customer is not a Professional (as defined below) and further agrees to promptly notify Altruist in writing if the Customer is now or if in the future becomes a Professional or an officer, director or 10% stockholder of any publicly traded company.

## 2. Market Data.

"Market Data" is information like price and other data elements for financial instruments provided by trading venues, data providers and other sources.

### A. Provisions Applicable to All Users.

1. Proprietary Nature of Data. The Customer understands and acknowledges that each national securities exchange, national securities association, authorizing self-regulatory organization ("SRO") or Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s) or provides to parties that disseminate said data. The Customer agrees not to reproduce, distribute, sell or commercially exploit the Market Data in any manner, as such Market Data is provided by Altruist.
  - a. **Morningstar Data** contained in Product: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible

for any damages or losses arising from any use of this information. Past performance is no guarantee of future results.

- b. **CUSIP Global Services Data:** Customer agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services ("CGS") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Customer in such materials or in any of the information contained therein. Any use by Customer outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Customer agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Customer agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled. Customer agrees that Customer shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Customer further agrees that the use of CUSIPs and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third-party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER, DATABASE, INTERNET, ELECTRONIC Services and/or any other future services developed by CGS. Customer agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.
- c. **S&P Global Market Intelligence LLC:** Neither Altruist Corp, S&P, their affiliates nor any of their suppliers shall have any liability for the accuracy or completeness of the information or software furnished, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages. The S&P Services (or any derivative thereof) are not investment advice and a reference to a particular investment or security, a credit rating or any observation concerning a security or investment provided in the S&P Services is not a recommendation to buy, sell or hold such investment or security or make any other investment decisions. S&P, S&P Entities or their suppliers have exclusive proprietary rights in the S&P Services and any information and software received in connection therewith. Subscriber shall not use or permit anyone to use the S&P Services (or any portion thereof) for any unlawful or unauthorized purpose. The S&P Services (or any portion thereof) are being provided for Subscriber's internal use only and Subscriber is not authorized or permitted to distribute or otherwise furnish the S&P Services (or any portion thereof) to any third-party without prior written approval of S&P. To the extent Subscriber is expressly permitted to use S&P Services (or any portion thereof) in connection with one or more AIs, any such usage is restricted to internal purposes only. Access to the S&P Services is subject to termination in the event that any agreement between Altruist Corp and S&P terminates for any reason. Altruist Corp shall ensure that each Subscriber (a) promptly purges and permanently deletes the S&P Services from its systems upon termination of either the agreement between Altruist Corp and S&P or the Customer Agreement, and (b) provides all reasonable cooperation to Altruist Corp and S&P, upon request of either, in verifying that Subscriber has complied. S&P may enforce its rights against Subscriber as the third-party beneficiary of the Customer Agreement, even though S&P is not a party to the Customer Agreement.
2. **Enforcement.** The Customer understands and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Customer Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Customer Agreement, by legal proceedings or otherwise, against the Customer or any person that obtains Market Data that is made available pursuant to this Customer Agreement other than as this Customer Agreement contemplates.
3. **Data Not Guaranteed.** The Customer understands that neither Altruist nor any Authorizing SRO, other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator"), or information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy, completeness, reliability, or content of Market Data or of other market information or messages disseminated to or by any Disseminating Party. The Customer understands that neither Altruist nor any Disseminating Party warrants that the service provided by any such entity will be uninterrupted or error-free. NEITHER ALTRUIST, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, NOR ANY DISSEMINATING PARTY SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (I) ANY MARKET DATA, INFORMATION OR MESSAGE, OR (II) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; OR (B) ANY LOSS (AS DEFINED IN THIS CUSTOMER AGREEMENT) OR DAMAGE ARISING FROM OR OCCASIONED BY (I) ANY SUCH INACCURACY, ERROR, DELAY OR OMISSION, (II) NON-PERFORMANCE OR (III) INTERRUPTION IN ANY SUCH MARKET DATA, INFORMATION, OR MESSAGE, WHETHER DUE TO ANY ACT OR OMISSION BY ALTRUIST, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF ALTRUIST, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS AND EMPLOYEES, OR ANY DISSEMINATING PARTY.
4. **Permitted Use.** The Customer shall not furnish Market Data to any other person or entity. If the Customer receives Market Data other than as a Nonprofessional, the Customer shall use Market Data only for personal individual use.
5. **Dissemination, Discontinuance, or Modification.** The Customer understands and acknowledges that, at any time, Altruist or the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. Neither Altruist nor the Authorizing SROs shall be liable for any resulting liability, loss or damages that may arise therefrom.
6. **Duration; Survival.** This Section 2 of this Customer Agreement remains in effect for so long as the Customer has the ability to receive Market Data as contemplated by this Section 2. In addition, Sections 2(A) (1)-(3) and the first two sentences of Section 2(A) (7), survive any termination of this Customer Agreement.
7. **Miscellaneous.** The laws of the State of California shall govern this Section 2 and it shall be interpreted in accordance with those laws. This Subsection is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans

entered into pursuant to that act.

#### B. Provisions Applicable to Nonprofessionals.

1. Permitted Receipt. The Customer understands that Market Data may not be received from Altruist as a Nonprofessional, and Altruist may not provide Market Data to the Customer as a Nonprofessional, unless Altruist first properly determines that the Customer qualifies as a Nonprofessional as defined above and in fact the Customer qualifies as a Nonprofessional. The Customer agrees that, as a prerequisite to Altruist qualifying the Customer as a Nonprofessional, that the Customer will provide to Altruist truthful and accurate information regarding the Customer, such as the Customer's: occupation, employer, employment position and functions; use of Market Data; registration status with any securities agency, exchange, association, or regulatory body, or any commodities or future contract market, association, or regulatory body, whether in the United States or elsewhere; and any compensation of any kind the Customer may receive from any individual or entity for the Customer's trading activities, asset management, or investment advice. Except as otherwise declared to Altruist in writing, by executing this Customer Agreement, the Customer certifies to meet the definition of Nonprofessional as set forth in this Customer Agreement.
2. "Nonprofessional" means any natural person who receives market data solely for his/her personal, non-business use and who is not a "Professional." A "Professional" includes an individual who, if working in the United States, is: (i) registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodity Futures Trading Commission (the "CFTC"), any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) engaged as an "investment advisor" as that term is defined in Section 202(a)(11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act), or (iii) employed by a bank or other organization exempt from registration under federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt. A person who works outside of the United States will be considered a "Professional" if he or she performs the same functions as someone who would be considered a "Professional" in the United States.
3. Notification. The Customer shall notify Altruist promptly in writing of any change in the Customer's circumstances that may cause the Customer to cease to qualify as a Nonprofessional.

### 3. **Automated Systems.**

The Customer consents to the use of automated systems or service bureaus by Altruist and Altruist's respective Affiliates in conjunction with the Customer Account, including automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "Automated Systems"). The Customer understands that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, failure of mechanical equipment or hardware, and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense, or liability to the Customer. The Customer understands and agrees that Indemnified Parties will have no liability whatsoever for any of the Customer's Losses arising out of or relating to a System Failure.

### 4. **Authorization.**

The Customer appoints Altruist as the Customer's broker in order to effect the instructions as provided by either the Customer or the Customer's investment adviser (the "Adviser"). Altruist is generally responsible for the placing of orders to buy and/or sell securities consistent with this granted authority, which includes, among other things, (i) maintaining and recording transactions in cash and securities (including fractional shares) in the Customer Account; (ii) sending orders placed by the Customer or the Adviser for execution, clearance, and settlement; and (iii) providing the Customer with statements, confirmations, other required documentation, and other information about the Customer Account and transactions therein. Altruist is authorized to open or close the Customer's Account(s), place and withdraw orders and take such other steps as it determines reasonable. The Customer understands Altruist provides trading and brokerage services through Altruist's website and Altruist's current and future mobile application(s) and similar application(s) (together, the "Website"). The Customer agrees to, or shall grant authority to the Adviser to, receive and transmit financial information through such electronic means. The Customer's use or grant of access to the Customer Account to any third party to access information or place transactions in the Customer Account is solely at the Customer's risk and Altruist will not verify whether the Customer has granted access authority to any third party.

By opening an Account through an Adviser, Customer grants Adviser authorization to place orders, provide account related instructions, direct Altruist to deduct Adviser fees from the Customer Account, utilize third-party agents to act on Adviser's behalf and to give Altruist or such third-party access to Customer's personal or other information to provide services to Customer or as otherwise provided in the Adviser's privacy policy. Altruist is authorized and directed to accept any order, servicing, fee deduction or account-related instruction of the Adviser.

By opening an Account through an Adviser with Altruist, Customer grants Adviser authorization to initiate any of the following on Customer's behalf: (1) internal transfers between Customer's Altruist Financial LLC ("Altruist") accounts, (2) electronic fund transfers ("ACH") between Customer's Altruist account(s) and Customer's account(s) held at another financial institution pursuant to Customer's instructions (which may be provided by bank linking) as updated from time to time; or (3) wire transfers from Customer's Altruist account(s) to Customer's account(s) held at another financial institution pursuant to Customer's instructions (which may be provided by bank linking) as updated from time to time, (4) check distributions, including digital or electronic check distributions, from Customer's Altruist Account(s) to Customer's account(s) held at another financial institution or directly to the Customer pursuant to Customer's instructions. All ACH and Wire transfers shall be subject to the terms of this Agreement, including the section entitled "ACH and Wire Transfers", in effect at the time of the ACH or Wire. Customer authorizes and instructs Altruist to accept and act upon any and all instructions as designated in this Section. The Customer understands that this grant of authority can be terminated or changed at any time by contacting Altruist or by using the Altruist platform. Altruist can be contacted at (888) 510-4660 or [support@altruist.com](mailto:support@altruist.com) for any questions, or to make modifications to or revocations of this authorization. For any retirement accounts, including but not limited to Traditional IRA, Roth IRA, Rollover IRA, SEP IRA, SIMPLE IRA, Beneficiary IRA, Beneficiary

Roth IRA, and Solo 401(k), Customer confirms that it is responsible for determining whether any distributions or contributions can be made and whether any tax or penalty withholdings must be made. Customer acknowledges that a separate distribution request form with Customer's signature may be required for some distributions.

If Customer authorizes Adviser through a standing or other instruction to initiate distributions or transfers, including ACH or wire transfers, from or between a Customer Account and other accounts, Customer authorizes and directs Altruist to accept such distribution or transfer instructions from Adviser on Customer's behalf. Customer is responsible for any tax or other consequences related to such distributions or transfers and for ensuring that there is sufficient cash in Customer Account to process such distributions or transfers, as applicable. Notwithstanding the authorization for Adviser to initiate distributions or transfers, from or between a Customer Account and other accounts, nothing in this Customer Agreement is intended to confer on Adviser any authority that would constitute custody of Customer's Account assets under Rule 206(4)-2 or any successor rule under the Advisers Act for which Adviser would need to obtain an independent verification of Customer assets.

Altruist has a dividend reinvestment program ("DRIP") whereby any cash distribution from eligible securities held in a Customer's Account will be reinvested into such security provided that the Customer owned the eligible security on the record date for determining eligibility to receive dividends and holds the eligible security through the payable date. The Customer will have the option, when opening a Customer Account, to opt into the DRIP for stocks and ETFs, and will automatically be enrolled in the DRIP for mutual funds. Requests to opt out of the DRIP for mutual funds or for stocks and ETFs should be directed to [support@altruist.com](mailto:support@altruist.com). In the event a Customer has a margin account, Altruist is authorized to borrow a dividend-paying stock in the normal course of business and, as a result, the Customer may receive a cash-in-lieu payment. In such instances, the Customer authorizes Altruist to treat such payment as if it was not "in-lieu" and reinvest it accordingly. Altruist does not currently intend to charge a fee for transactions executed pursuant to the DRIP and all reinvestments will be reflected on the Customer's account statement. Should the Customer wish to receive additional information with respect to the DRIP or modify the Customer's participation in the DRIP he/she can do so through the Website or by contacting Altruist at [support@altruist.com](mailto:support@altruist.com).

## 5. Customer Representations and Responsibilities.

The Customer Account may be one or both of the following:

A. Account established through Adviser. The Customer represents that Adviser shall have authorization to place orders, provide account related instructions, direct Altruist to deduct Adviser fees from the Customer Account, utilize third-party agents to act on Adviser's behalf and to give Altruist or such third party access to Customer personal or other information to provide services to Customer or as otherwise provided in the Adviser's privacy policy. Altruist has no responsibility and will not undertake to review, monitor or supervise the appropriateness of any order, account related or fee deduction instruction from Customer or Adviser. Altruist has no duty to inquire into the authority of the Adviser to engage in any particular transaction or investment strategies. Notwithstanding the preceding sentence, nothing in this Customer Agreement is intended to confer on Adviser any authority that would constitute custody of Customer's Account assets under Rule 206(4)-2 or any successor rule under the Advisers Act for which Adviser would need to obtain an independent verification of Client assets. Altruist is authorized and directed to accept any order, account-related or fee deduction instruction of the Adviser on Customer's behalf. Adviser is responsible for any and all orders placed in the Customer Account and the Customer authorizes Altruist to effect, orders to buy and sell securities on the Customer's behalf, which are executed by Altruist. The Customer acknowledges and agrees that orders for purchases or sales in the Customer Account may be combined with orders for purchases or sales of securities in other accounts under the advisory program used by the Adviser.

B. Self-directed Account. The Customer understands that the Customer Account may be self-directed in certain scenarios, in which case the Customer is solely responsible for any and all orders placed in the Customer Account and that all self-directed orders entered by the Customer are unsolicited and based on the Customer's own investment decisions or the investment decision of the Customer's duly authorized representative or agent.

With respect to both of the above, the Customer agrees that neither Altruist nor any of its employees, agents, principals, or representatives:

1. provide investment advice in connection with this Account;
2. recommend any security, transaction or order;
3. solicit orders;
4. act as a market maker in any security;
5. make discretionary trades; and
6. produce or provide first-party research providing specific investment strategies such as buy, sell or hold recommendations, first party ratings and/or price targets. To the extent research materials or similar information are available through the Website or the websites of any entity controlled by, controlling, or under common control with Altruist (such entity, an "Affiliate"), the Customer understands that these materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any securities transactions or to engage in any investment strategies.

C. Information Accuracy. The Customer: (i) certifies that the information contained in this Customer Agreement, the account application, and any other document furnished to Altruist in connection with the Customer's Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing Altruist to extend credit is a federal crime; (ii) authorizes Altruist to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to Altruist as may be requested; and (iv) agrees that this Customer Agreement, the account application and any other document furnished in connection with the Customer Account is Altruist's property, as the case may be. The Customer shall promptly advise Altruist of any changes to the information in such agreements and documents in writing within ten (10) calendar days. The Customer authorizes Altruist to obtain reports and to provide information to others concerning the Customer's creditworthiness and business conduct. Upon the Customer's request, Altruist agrees to provide the Customer a copy of any report so obtained. Altruist may retain this Customer Agreement, the Customer Account application, and all other such documents and their respective records at Altruist's sole discretion, whether or not credit is extended.

D. Risks. The Customer understands that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns.

E. Account Defaults. The Customer understands that the Customer Account comes with many defaulted service instruction features and preferences. The Customer further understands that the Customer is not required to use these defaulted options or preferences and that once the Customer Account is approved and opened the Customer has the sole discretion to control and adjust such defaulted service preferences that relate to the Customer Account.

F. Knowledge of Account. The Customer understands that the Customer is solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in the Customer Account including mergers, reorganizations, stock splits, name changes or symbol changes, dividends, option symbols, and option deliverables. The Customer further understands that certain securities may grant the Customer valuable rights that may expire unless the Customer takes specific action. These securities include bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. The Customer is responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with the Customer's securities may be called, canceled, or modified. Altruist may, but is not obligated to, notify the Customer of any upcoming expiration or redemption dates, or take any action on the Customer's behalf without specific instructions from the Customer except as required by law and the rules of regulatory authorities. The Customer acknowledges that Altruist may adjust the Customer's Account to correct any error.

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

H. Sales. The Customer promises to deliver all securities sold in the Customer Account and to provide collateral of a type and amount acceptable to Altruist for all short sales in the Customer Account. If a security is not held in the Customer Account and a sell order is processed, the Customer must promptly deliver such security to Altruist for receipt in good deliverable form on or before the settlement date. Any order accepted without negotiable certificates or positions in the Customer Account will be subject, at Broker's sole discretion, to cancellation or buy-in. To ensure this will not occur, the Customer agrees to only place sell orders for securities owned by the Customer and held in the Customer Account at the time any Customer order is placed.

Proceeds of a sale will not be paid to the Customer or released into the Customer Account until Altruist has received the security in good deliverable form, whether from a transfer agent or from the Customer and the settlement of the security is complete. If the security is not received on or before settlement date, or as market conditions warrant, Altruist may in its sole discretion purchase the security on the open market for the Customer Account and may liquidate and close out any and all securities in the Customer Account in order to pay for such purchase. In the event a security is bought in, the Customer will be responsible for all resulting Losses incurred by Altruist.

The Customer may execute short sales only in a margin account and that such execution must comply with applicable short sales rules.

I. Assistance by Altruist. The Customer understands that when requesting assistance from Altruist or its employees in using the investment tools available on the Website, it will be limited to an explanation of the tool's functionality and, if requested by the Customer, to the entry by Altruist or its employees of variables provided by the Customer, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.

J. No Tax or Legal Advice. The Customer understands that Altruist does not provide tax or legal advice.

K. Discontinuation of Services. The Customer understands that Altruist may discontinue the Customer Account and any services related to the Customer Account immediately by providing written notice to the Customer.

L. Electronic Access.

1. The Customer is solely responsible for keeping the Customer Account numbers and login credentials, including username and password, confidential and will not share this information with third parties.
2. The Customer agrees and accepts full responsibility for monitoring and safeguarding the Customer Accounts and access to the Customer Accounts.
3. The Customer agrees to immediately notify Altruist in writing, delivered via e-mail and a recognized international delivery service, if the Customer becomes aware of: (i) any loss, theft, or unauthorized use login credentials or Account numbers; (ii) any failure by the Customer to receive any communication from Broker indicating that an order was received, executed or canceled, as applicable; (iii) any failure by the Customer to receive an accurate written confirmation of an order, execution, or cancellation; (iv) any receipt by the Customer of confirmation of an order, execution or cancellation, which the Customer or Adviser did not place; (v) any inaccurate information in or relating to the Customer orders, trades, margin status, Account balances, deposits, withdrawals, securities positions or transaction history; or (vi) any other unauthorized use or access of the Customer Account.
4. Each of the events described in subsections (L) (3) (i)-(vi) shall be deemed a "Potential Fraudulent Event." The use and storage of any information including the Customer Account numbers, login credentials, portfolio information, transaction activity, account balances and any other information or orders available on the Website is at the Customers own risk and is the Customer's sole responsibility.

The Customer represents that the Customer is solely responsible for and has authorized any orders or instructions appearing in, originating from, or associated with the Customer Account, the Customer Account number, the Customer username and password, or login credentials. The Customer agrees to notify Altruist immediately after the Customer discovers any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. Upon request by Altruist, the Customer agrees to report any Potential Fraudulent Event promptly to legal authorities and to provide Altruist a copy of any report prepared by such legal authorities. The Customer agrees to cooperate fully with the legal authorities and Altruist in any investigation of any Potential Fraudulent Event and the Customer will complete any required affidavits promptly, accurately and thoroughly. The Customer also agrees to allow Altruist access to the Customer's Mobile Device, the Customer's computer, and the Customer's network in connection with Altruist's investigation of any Potential Fraudulent Event. The Customer understands that if the Customer fails to do any of these things the Customer may encounter delays in regaining access to the funds in the Customer Account. The Customer agrees to indemnify and hold Altruist, its Affiliates, and Altruist and its Affiliates' respective officers, directors, and employees harmless from and against any Losses arising out of or relating to any Potential Fraudulent Event. The Customer acknowledges that Altruist does not know when a person entering orders with the Customer's username and password is indeed the Customer.

5. **Trusted Contact Person.** The Customer understands that, pursuant to FINRA regulations, Altruist is authorized to contact the Trusted Contact Person (as defined by FINRA Rule 4512) designated for the Customer Account and to disclose information about the Customer Account to address possible financial exploitation, to confirm the specifics of the Customer's current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by Rule 2165.

M. **Large Trader Identification Number ("LTID") Reporting.** Any Customer that is designated as a "Large Trader" pursuant to the SEC, generally, a person whose transactions in National Market System securities equal or exceed two million shares or twenty million dollars during any calendar day, or twenty million shares or two hundred million dollars during any calendar month shall notify Altruist immediately, in writing, of its status as a Large Trader and provide Altruist with its LTID.

## 6. No Advice Regarding Investment, Tax, Trading, or Account Type.

Neither Altruist, nor any of its representatives, officers, directors, employees, and agents will: provide Customer with investment advice or recommendations; offer any opinion regarding the suitability of any security, account type, order, transaction, or investment advisor or strategy; solicit any order or transaction; monitor the Customer Account or investments, or the appropriateness of Customer Account or service level; alert Customer to any recommended change to Customer's investments, Customer Accounts, or services; or provide legal, tax, or accounting advice (collectively, "Advice"). Nothing on Altruist's website is or shall be deemed a recommendation or solicitation to buy or sell securities, futures, or any other investment products, or as to the manner in which those products are bought or sold, or to engage in any investment strategy.

Altruist is not responsible for the suitability or appropriateness of any order, trade, investment, investment strategy, selection of advisor, or other activity of Customer or Adviser.

Altruist does not endorse and is not responsible for any advice, representation, content or other information provided by third parties, including but not limited to any such information the third party referenced by or accessed through any Altruist website, application or platform.

## 7. Review of Confirmations and Statements.

The Customer agrees that it is the Customer's responsibility to review order execution confirmations and statements of the Customer Account(s) promptly upon receipt. The Customer agrees to receive all confirmations and account statements, as well as all related tax documents, in electronic format. The Customer understands that account statements will evidence all activity in the Customer Account for the stated period, including securities transactions, cash balances, credits to the Customer Account, and all fees paid from the Customer Account. Notwithstanding Section 31(B), confirmations will be considered binding on the Customer unless the Customer notifies Altruist of any objections within one (1) business day from the date confirmations are sent. Customer Account statements will be considered binding on the Customer unless the Customer notifies Altruist of any objections within ten (10) calendar days after the Customer Account statements are posted online. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, Altruist reserves the right to determine the validity of the Customer objection. If the Customer objects to a transaction for any reason, the Customer understands and agrees that the Customer is obligated to take action to limit any losses that may result from such transaction or the Customer will bear sole responsibility for any losses relating to the transaction, even if the Customer objection to the transaction is ultimately determined to be valid. Nothing in this Section 7 shall limit the Customer responsibilities as described in Section 5 of this Customer Agreement.

## 8. Important Information Needed to Open a New Account.

To help the government better detect the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, the Customer understands that when the Customer opens an account at Altruist, Altruist will ask for the Customer's name, address, date of birth, taxpayer identification number, and other identifying information. Altruist may also ask for copies of the Customer's driver's license, passport, certificate of formation, or other identifying or governing documents. In the event that the Customer is an entity, Altruist will request information and documentation regarding the entity's control persons and beneficial owners, along with information and documentation regarding the entity. The Customer understands that Altruist may take steps to verify the accuracy of the information and documents the Customer provided to Altruist in the Customer Account application or otherwise, and that Altruist may restrict the Customer's access to the Customer Account pending such verification. The Customer will provide prompt notification to Altruist of any changes in the information including the Customer's name, address, e-mail address, telephone number and, if applicable, control persons or beneficial owners. The Customer further understands that if the Customer attempts to access the Customer Account from a jurisdiction subject to certain U.S. sanctions or the Customer is ordinarily resident in such a jurisdiction, or if Altruist reasonably believes that the Customer is attempting such access or has become a resident in such a jurisdiction,

Altruist may restrict the Customer Account, and any pending orders may be canceled. If this happens, the Customer understands that the Customer should contact [support@altruist.com](mailto:support@altruist.com), and that the Customer may be asked to provide supplemental information as part of this process. The Customer further understands that the Customer must close the Customer Account before establishing residency in any jurisdiction subject to U.S. sanctions.

## **9. Telephone Conversations and Electronic Communications.**

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

## **10. Oral Authorization.**

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

## **11. Applicable Laws and Regulations.**

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

## **12. Erroneous Distributions.**

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

## **13. Market Volatility; Market Orders; Limit Orders; and Queued Orders.**

The Customer understands that, whether the Customer places a market or limit order, the Customer will receive the price at which the Customer order is executed in the marketplace, subject to any clarification stated below. Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and the Customer may receive partial executions of an order at different prices. The Customer understands that Altruist is not liable for any price fluctuations. The Customer also understands that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

The Customer understands that securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If the Customer places a market order (whether during normal market hours or when the market is closed), the Customer agrees to pay or receive the prevailing market price at the time the Customer's market order is executed. The Customer understands that the price the Customer pays may be significantly higher or lower than anticipated at the time the Customer placed the order. To avoid buying a security at a higher price and possibly exceeding the Customer's purchasing power, the Customer understands the Customer has the option to enter a limit order. The Customer also understands that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at, or better than the specified Customer limit price, and are only good until the end of the trading day in which they are entered. The Website contains further information regarding order types and limitations, which the Customer agrees to read and understand before placing such orders.

As a customer of Altruist, the Customer understands that after the market has closed for the day, the Customer has the ability to place in a queue order requests to be executed the following day upon the opening of the market ("Queued Order"). The Customer understands that the Customer Queued Order request is prioritized based on the order in which it is received by Altruist, and that the Queued Order requests are sent out for execution shortly after the market opens on the next day of trading. The Customer further understands that each Queued Order request is sent out per customer and per security in a similar manner as to Altruist's market orders (described above), and that they are not aggregated.

A limit order may be "good till canceled" which means the order remains valid until (A) it is executed; (B) the Customer cancels the order; (C) approximately 90 days from when the order is placed; or (D) the security to which it relates is closed. The Customer understands that Altruist will cancel a "good till canceled" order at the end of every trading day (on the exchange on which the instrument to which the contract relates is traded) and place such order again at the start of the following trading day. This process will be repeated every day for as long as the "good till canceled" order remains valid. Further, the Customer agrees that any "good till canceled" orders the Customer places should be treated as "do not reduce" orders.

## **14. Joint or Multiple-Party Accounts.**

If there is more than one Account holder, the legal ownership of the Account will be as designated on the Account Application. Each Account holder agrees to be jointly and severally liable for all Obligations arising under this Customer Agreement or otherwise relating to the Account, including, as mentioned herein, where the Account holders have designated the legal ownership of the Account as a Joint tenants by the entirety account, whether or not the Account holder participates in the transaction or benefits from its proceeds, regardless of which Account holder gives such instructions. Each Account holder has full authority, acting individually and without notice to any other Account Holder, to take action on behalf of the Account and provide instructions to Altruist as fully and completely as if such Account holder were the sole Account holder. Each Account holder authorized Altruist to follow the instructions of any other Account holder concerning any matter pertaining to the Account. This includes any purchase or sale of securities (on margin or otherwise) for the Account and any delivery or disbursement of any Collateral credited to the Account. Altruist is not responsible for determining the propriety or purpose of any instructions received from any Account holder as against any other Account holder. Altruist will not notify other Account holders of the actions taken by any one Account holder. Each Account holder agrees that notice provided to any one Account holder will be deemed to be notice to all account holders for all purposes.

Notwithstanding the foregoing, Altruist, at its sole discretion, reserves the right to require written instructions from one or all Account holders. If Altruist receives instructions from any Account holder that, in Altruist's opinion, conflicts with instructions received from any other Account holder, Altruist may, but is not obligated to, advise each Account holder of the apparent conflict and take no action as to any of these instructions until it receives and has a reasonable amount of time to act on satisfactory instructions from any or all Account holders. In addition, Altruist reserves the right to require the signature or consent of both Account holders of a Joint tenants by the entirety account at any time with respect to any instruction.

In any such case where an Account's ownership indicates a Joint tenants by the entirety account, it shall be the Account holders' sole responsibility to determine when such ownership titling is in compliance with applicable law. In no case shall such ownership in any way impair, alter, or prejudice Altruist's ability to enforce any Obligations against one or all Account holders. For tenants in common, the interest in the tenancy shall be equal, unless Altruist received written instruction from each Account holder.

If the Account is a joint account, the undersigned persons, jointly and severally agree to be fully and completely responsible and liable for the Account and to pay on demand any balance due. Each undersigned person, or any person authorized to act on behalf of the Account under a separate agreement, has full power and authority to make purchases and sales, withdraw funds and securities from, or to do anything else with reference to the Account. Altruist is authorized and directed to act upon instructions received from each individual Account holder. Tax reporting information is processed consistent with Section 20 herein using the social security number of the person first named on a jointly held Account.

Altruist in its sole discretion may at any time suspend all activity in the Account pending instructions from a court of competent jurisdiction or require that instructions pertaining to the Account or the Property therein be in writing, signed by each Account owner. Altruist may recover from the Account or from any Account owner such costs as Altruist may incur, including reasonable attorney's fees, as the result of any dispute among Altruist and Customer relating to or arising from the Account. Upon any event that causes a change in the ownership of the Account (divorce, death, assignment, etc.), all remaining account holders or survivors shall immediately notify Altruist in writing. Altruist may take such actions in the Account as Altruist deems advisable to protect against any tax, liability, penalty or loss under any present or future laws or otherwise. The estate of the decedent or departing account holder shall be liable together with each of the remaining or surviving account holders, jointly and severally, to Altruist for any net debit balance or loss in the Account in any way resulting from any transactions initiated prior to notification to Altruist or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties. The Customer understands that legal ownership of Accounts shall be governed by the internal laws of the state of residence. The Customer also understands that applicable laws covering joint or community property vary by state and that the Customer is responsible for verifying that the joint ownership the Customer chooses is valid in the Customer's state. Accordingly, Altruist encourages the Customer to consult their own attorney for this purpose.

Altruist may, at the expense of the account holder, commence or defend any action or proceeding for or in the nature of interpleader to have any dispute among joint account holders resolved judicially. If a suit or proceeding for or in the nature of an interpleader is brought by or against it, Altruist may deliver the Account into the registry of the court, at which time Altruist will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Customer Agreement.

## **15. Restrictions on Trading.**

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

The Customer agrees that Altruist, for any reason, is authorized to: (i) restrict trading in the Customer Account to closing transactions only, (ii) liquidate any securities, instruments or other property in the Customer Account, (iii) send the Customer the proceeds, and (iv) close the Customer Account. Altruist will not be responsible for any Losses caused by the liquidation of securities, instruments or other property pursuant to this paragraph, including any tax liabilities.

## **16. Waiver; Limitation of Liability; Indemnification.**



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

Although considerable effort is expended to make the Website and other operational and communications channels available around the clock, Altruist does not warrant that these channels will be available and error free every minute of the day. The Customer agrees that Altruist will not be responsible for temporary interruptions in service due to maintenance, Website or other technological changes, or failures, nor shall Altruist be liable for extended interruptions due to failures beyond Broker's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

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

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

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

## 17. Exchange Traded Funds and Mutual Funds.

A. Exchange Traded Funds. The Customer understands that it is necessary to consider the investment objectives and unique risk profile of Exchange Traded Funds ("ETFs") carefully before investing, and that ETFs are subject to risks similar to those of other diversified portfolios. Further, the Customer understands that leveraged and inverse ETFs may not be suitable for all investors and may increase exposure to volatility through the use of leverage, short sales of securities, derivatives, and other complex investment strategies, and that although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. The Customer further understands that ETFs are required to distribute portfolio gains to shareholders at year end, which may be generated by portfolio rebalancing or the need to meet diversification requirements, and that ETF trading will also generate tax consequences. The Customer understands that the Customer

can obtain prospectuses from issuers or their third-party agents who distribute and make prospectuses available for review.

B. **Mutual Funds.** In the event that the Customer purchases or holds a mutual fund, the Customer agrees to read and understand the terms of its prospectus. Certain mutual funds reserve the right to change their purchasing, switching or redemption procedures or suspend or postpone redemptions under certain market conditions. Any mutual fund order entered with Altruist is placed on a best efforts basis as prescribed and recognized by the individual fund, and Altruist is not responsible for unexecuted orders due to the failure of any communication system. The Customer will be fully responsible for the information contained within the mutual fund prospectus and to hold Altruist, its Affiliates, and their respective officers and employees harmless for any deficiencies contained therein. The Customer authorizes Altruist to act as the Customer's agent in the purchase and redemption of fund shares.

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

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

## **19. Event of Death.**

It is agreed, consistent with Section 14 herein, that in the event of the Customer's death or the death of one of the joint Account holders, the representative of the Customer's estate or the survivor or survivors shall immediately give Altruist written notice thereof, and Altruist 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 Altruist may deem advisable to protect Altruist against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of the Customer's death or the death of one of the joint Account holders, all open orders shall be canceled, but Altruist shall not be responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, in Altruist's discretion it may close out any or all of the Customer Accounts without awaiting the appointment of a personal representative for the Customer's estate and without demand upon or notice to any such personal representative. The estate of any of the Customer Account holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, to Altruist for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by Altruist of the written notice of the death of the decedent or incurred in the liquidation of the Customer Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Customer Agreement. Such notice shall not affect Altruist's rights under this Customer Agreement to take any action that Altruist could have taken if the Customer had not died.

## **20. Tax Reporting; Tax Withholding; Cost Basis Reporting Method Election.**

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

The Customer understands that as of September 25, 2021, Altruist utilizes the minimum tax ("MinTax") cost basis reporting method as the default cost basis reporting method for all newly opened Customer Accounts, and that as of October 4, 2021, Altruist utilizes the MinTax cost basis reporting method as the default cost basis reporting method for all accounts opened prior to September 25, 2021 unless Altruist is instructed otherwise by the Customer with respect to any account(s). As part of the MinTax method, any shares sold by Altruist on behalf of the Customer are sold with the intention of minimizing tax liability. Therefore, priority is given to short-term losses over long-term losses and long-term gains over short-term gains. Any cost basis relief method may be updated or changed for a specific account at any time, to any available, preferred method, by contacting Altruist at: [support@altruist.com](mailto:support@altruist.com). Customers can receive and review a complete list of available tax relief methods by contacting [support@altruist.com](mailto:support@altruist.com).

## **21. Equity Orders and Payment for Order Flow.**

SEC rules require all registered broker-dealers to disclose their policies regarding any "payment for order flow" arrangement in connection with the routing of customer orders. "Payment for order flow" includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker-dealer from any broker-dealer in return for directing orders. The Customer understands that Altruist transmits customer orders for execution to various exchanges or market centers based on a number of factors. These include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the market centers. The Customer further understands that certain of the exchanges or market centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices and that while a customer may specify that an order be directed to a particular market center for execution, the order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for customers. The nature and source of any payments or credits received by Altruist in connection with any specific transactions will be furnished upon written request.

## **22. Free Credit Balances and Sweep Service, Altruist Cash.**

The Customer will have the option, when opening a Customer Account, to authorize Altruist to deposit the free credit balances in the Customer

Account in Altruist's "Bank Sweep Program," a sweep service. Some Customers may also have the option of having cash deposited into the "Altruist Cash Program", a high yield bank deposit program that is separate from the Bank Sweep Program. By electing to participate in the Bank Sweep Program or the Altruist Cash Program, the Customer acknowledges and agrees that: (a) the Customer has read and understands the program terms and conditions for the Bank Sweep Program and/or the Altruist Cash Program available at [altruist.com/legal](http://altruist.com/legal) and is aware of the products available in such programs; (b) the free credit balance in your Customer Account may be included in the Bank Sweep Program upon account opening; (c) participation in the Altruist Cash Program requires a specific instruction and the establishment of a separate account at Altruist for the purpose of participating in that program; and (d) Altruist has no obligation to monitor the applicable product elected for the Customer's Account or to make recommendations about, or changes to, any of the program that might be beneficial to the Customer.

Altruist may (but is not obligated to), redeem without notice any invested or deposited amount, whether through the Bank Sweep Program, the Altruist Cash Program, or in a money market fund account, to the extent necessary to satisfy any debits arising in any of the Customer Accounts. Amounts not invested or deposited in the Bank Sweep Program or the Altruist Cash Program may accrue interest on the free credit balances. Any accrued interest will be calculated on a 365-day year and actual days elapsed. The interest rate may vary from time to time without prior notice and may be equal to zero. The Customer understands that Altruist shall not be obligated to pay interest on any free credit balance in the Customer Account. The Customer authorizes and consents to Altruist changing the Bank Sweep Program and the Altruist Cash Program product at its discretion to a free credit balance position, a different Bank Sweep Program or Altruist Cash Program product, or another cash investment vehicle, if available. The Customer agrees to indemnify and hold Altruist harmless for any actions that might result from Altruist changing the Bank Sweep Program or the Altruist Cash Program product, including any lower or different rate of return that may be paid by any new core position that Altruist selects for the Customer Account or any changes to the Altruist Cash Program.

By not electing to participate in the Bank Sweep Program, the Customer acknowledges that free credit balances in the Customer Account will remain in the Customer Account, may or may not earn interest, and will not be eligible for FDIC insurance, but will be eligible for SIPC protection so long as such amount are intended for the purpose of investing in securities.

### **23. Fees and Charges.**

The Customer understands that there are charges for executing buy and sell orders and for other services provided under this Customer Agreement, as indicated in Altruist's most recent Commissions and Fees Schedule, available at [altruist.com/legal](http://altruist.com/legal). The Customer understands that the commissions and fees for trade executions and other services in accounts established through Adviser may be different from the commissions and fees charged to Altruist's self-directed customers. The Customer also agrees to pay all applicable federal, state, local, and foreign taxes. The Customer authorizes Altruist to automatically debit the Customer Account for any such brokerage commissions, charges, and fees, and any fees and expenses charged by any of Altruist's affiliates (including, but not limited to, Altruist LLC) or its or their service providers, except to the extent that the Adviser agrees to pay (and pays) any such commissions, charges or fees. The Customer agrees to pay any such commissions, charges, and fees that the Customer owes at the then-prevailing rate. The Customer acknowledges that the prevailing rate of commissions and fees may change and that change may occur without notice. The Customer agrees to be bound by such changes. The Customer specifically agrees to pay a reasonable rate of interest on the principal amount of any debit balance carried with respect to the Customer Account. Interest may be charged against the Customer Account in connection with cash withdrawals, if the proceeds from a security sale are disbursed before the regular settlement date of the sale transaction and late payments. If Altruist receives a Customer's payment for securities purchases in a cash account after the settlement date, the Customer shall be charged a daily interest charge on the debit balance until Altruist is fully paid. Charges will be calculated using a prevailing interest rate, currently set to the daily rate of "Broker's Call" plus a percentage, as determined by Altruist, not to exceed 5%. The charges shall accrue until paid and posted to the Customer Account on the day following payment of the debit balance. Interest due on the Customer Account is payable on demand. The Customer also agrees to pay such expenses incurred by Altruist in connection with collection of any unpaid balance due on the Customer Accounts including attorney's fees allowed by law.

### **24. ACH and Wire Transfers.**

A. ACH Transfers. The Customer authorizes Altruist, at its discretion and without further prior notice, whether as part of a single or recurring instruction, to utilize an electronic check process or Automated Clearing House ("ACH") facility to draft funds in the amount of any of the Customer checks payable to Altruist, its agents or assigns. Money deposited via ACH is normally not available for withdrawal for three (3) to five (5) business days. Within 63 calendar days of the date of the Customer's ACH deposit, the Customer's funds may only be withdrawn to the bank account from which such funds were deposited. The Customer understands that for the ACH transfers to be established, at least one common name must match exactly between the Customer Accounts at Altruist and bank accounts. To send and receive ACHs, The Customer's bank must be a member of the ACH system. For ACH transactions, the Customer hereby grant Altruist limited power of attorney for purposes of redeeming any shares in the Customer Account and direct Altruist to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption of shares in the Customer Account. In addition, if the Customer or any joint account owner decides to rescind an ACH transfer, the Customer hereby directs and grants Altruist power of attorney to redeem any shares necessary to fulfill and make such rescission regardless of whether the Customer incurs any loss.

An ACH bank reversal may occur when (A) there are insufficient funds in the Customer bank account, (B) there is a duplicate transaction, (C) the transaction is denied, or (D) the type of account is incorrect. The Customer acknowledges that in the event of an ACH bank reversal, the Customer will incur a fee. Before making an ACH transfer, the Customer agrees to check Altruist's most recent Commissions and Fees Schedule, available at [altruist.com/legal](http://altruist.com/legal). The Customer agrees to be solely liable and responsible for any ACH reversal fees that the Customer incurs. The Customer acknowledges that when initiating a reversal, the reversing must be for the full amount, must be sent to Altruist within five (5) banking days of original entry and must be sent to Altruist within 24 hours of discovering the error.

The Customer may terminate any ACH authorization on file with Altruist at any time by notifying Altruist in writing. The Customer acknowledges that Altruist has the right to terminate or suspend such ACH authorization(s) at any time, with or without notice. The Customer further acknowledges ACH instructions are effective as soon as Altruist has reasonable and sufficient time to act upon their receipt.

**B. Wire Transfers; Indemnification.** If the Customer arranges for a wire transfer to be directed to the Customer Account, the Customer is responsible for ensuring that such wire is initiated properly, addressed properly, and bears appropriate wire instructions in exactly the form required by Altruist for identification of the Customer and the Customer Account. The Customer understands that any erroneous, mismatched, or incomplete identifying information on an incoming wire transfer may result in such wire being rejected, lost, posted to an incorrect Customer Account, or returned to the originating bank without notice to the Customer and the Customer agrees to indemnify and hold Altruist, its Affiliates, and Altruist and its Affiliates' respective officers and employees harmless from any Losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an incoming wire.

By sending Altruist a wire transfer request, the Customer authorizes Altruist and Altruist's bank service provider to act on behalf of the Customer to initiate the wire transfer. It is the Customer's responsibility to ensure that instructions are accurate before requesting Altruist to initiate a wire transfer. In order to complete a wire transfer request, the name and address on file in the Customer Account must match what the Customer has on file at the recipient bank; and the Customer must provide the correct recipient bank's name, recipient bank's address, recipient bank account number, and BIC/SWIFT code.

In accepting wire transfer requests, Altruist may rely upon the identifying number (such as routing number, account number and BIC/SWIFT code) of the recipient, the recipient's financial institution or any intermediary bank, as instructed. Also, the recipient's bank in the wire transfer requests may make payment on the basis of the identifying number even if it identifies a person or entity different from the named recipient. The Customer understands that, if incorrect instructions or recipient information were provided to Altruist, the Customer may lose the amount of the wire transfer. The Customer agrees to indemnify and hold Altruist, its Affiliates, and Altruist and its Affiliates' respective officers and employees harmless from any Losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an outgoing wire.

The Customer must have a sufficient available balance in the Customer Account to cover the wire transfer amount and the wire transfer fee at the time the Customer sends Altruist the wire transfer request. Altruist will not be obligated to make any wire transfer unless the Customer has a sufficient available balance in the Customer Accounts to cover the wire transfer amount and the wire transfer fee at the time the Customer sends Altruist the wire transfer request. Altruist has the right to neither send nor process any wire transfer request without notice in the event of insufficient available funds. Altruist also may reject any wire transfer request for any reason or no reason.

All wire transfer requests provided to Altruist are subject to Altruist's review and acceptance. Altruist's confirmation, if any, of the receipt of the Customer wire transfer request is an indication only that Altruist has received the Customer's wire transfer request. Altruist reserves the right to refuse to pay any wire transfer recipient whom the Customer designates in the wire transfer request.

A wire transfer request cannot be amended or canceled after Altruist receives it. Altruist may in its sole discretion attempt to abide by a subsequent request for a change, but Altruist is not obligated to do so. Any acceptance by Altruist of a request by the Customer to amend, recall, or trace a wire transfer is made conditionally upon the express understanding by the Customer that Altruist cannot guarantee fulfillment of such a request and that Altruist is not responsible for any failure to change, recall, or trace such wire transfer. The Customer agrees to indemnify and hold Altruist, its Affiliates, and Altruist and its Affiliates' respective officers and employees harmless from any Losses arising out of or relating to an attempt to amend or cancel a wire transfer.

All wire transfer requests received by Altruist after the cutoff time will be reviewed and processed within a commercially reasonable time, generally within one business day. Wire transfer requests entered after the cutoff time may start to process immediately, in its sole discretion. The Customer understands that any cutoff times referenced in this Customer Agreement reflect the times displayed on Altruist's internal system clocks and may not necessarily be synchronized with the internal clock displayed on the Customer's personal device. For this reason, Altruist suggests that the Customer send any wire transfer requests to Altruist sufficiently in advance of such cutoff times to eliminate the possibility of missing the cutoff.

Notwithstanding any information the Customer provides on the wire transfer request to the contrary, Altruist reserves the right to use any funds transfer system and intermediary bank in the execution of the Customer's wire transfer request, and Altruist may use any means of executing wire transfer requests that Altruist deems reasonable in the circumstances. Altruist authorizes such funds transfer systems and any intermediary or recipient banks to deduct fees from the funds transferred. The Customer understands that Altruist or any intermediary or recipient banks may apply their prevailing currency exchange rate(s) in the conversion and payment of funds. The Customer is aware that currency exchange rates fluctuate over time and accepts the risks of such fluctuation. The Customer also understands that all incoming and outgoing wire transfers must be in U.S. dollars.

The Customer agrees to not hold Altruist or its Affiliates liable for any damages resulting from an intermediary or recipient bank's decision not to accept any wire transfer. Altruist and its Affiliates are not responsible for any fees, delay, misplacement, loss, errors, any act or failure to act by Altruist, its Affiliates, or an intermediary or recipient bank or any other third party. The Customer agrees that wire transfers are subject to the fees set forth in Altruist's Commissions and Fees schedule, available at [altruist.com/legal](http://altruist.com/legal). The Customer also agrees to be solely responsible for all such fees, including wire transfer reversal fees for both incoming and outgoing wire transfer requests. Additionally, the Customer agrees to be solely responsible for any additional fees that any originating, intermediary, or recipient banks may charge.

## **25. Consent to Redeem Shares.**

Whenever it is necessary for Altruist's protection or to satisfy a margin call, deficiency, debit or other obligation owed to Altruist, Altruist may (but is not required to) sell, assign and deliver all or any part of the securities in the Customer's Account, or close any or all transactions in the Customer's Account. Altruist may, but is not obligated to, attempt to contact the Customer before taking any such action. Altruist reserves the right to take any such action without prior notice or demand for additional collateral, and free of any right of redemption, and that any prior demand, call or notice will not be considered a waiver of our right to sell or buy without demand, call or notice. The Customer further understand that Altruist may choose which securities to buy or sell, which transactions to close, and the sequence and timing of liquidation, and may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that Altruist chooses in the exercise of its business judgment. The Customer agrees not to hold Altruist liable for the choice of which securities to buy

or sell or of which transactions to close, for the timing or manner of the liquidation, or for taking such action. Altruist is entitled to exercise the rights described in this section in its sole discretion, including, but not limited to, whenever any of the following occurs: (i) the equity level in the Customer Account falls below required minimums; (ii) sufficient funds or securities are not deposited to pay for transactions in the Customer Account; (iii) the Customer reverses any ACH debit transfer to Customer Account; (iv) a petition of bankruptcy or for the appointment of a receiver is filed by or against Customer; (v) an attachment is levied against the Customer Account; (vi) Customer dies or become incapacitated or incompetent; or (vii) the Customer Account is closed.

## **26. Electronic Delivery of Trade and Account Information; Notice; Customer Conflicts.**

All communications, notices, legal disclosures, and other materials related to the Customer Account or the Customer Agreement, including account statements, trade confirmations, margin calls, notices, disclosures, regulatory communications and other information, documents, data and records regarding the Customer Account (the "Communications"), or an alert that any such Communication has been posted to the secure section of the Website, and is available for viewing, may be sent to the Customer at the mailing address for the Customer Account or the e-mail address provided to Altruist in the Customer Account application (to either e-mail address in the case of joint accounts where each account holder has given an e-mail address; notice to both e-mail addresses is not required) or at such other address as the Customer may hereafter give Altruist in writing or by e-mail at least ten (10) calendar days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to the Customer personally, whether actually received or not. In the event the Customer Account is otherwise held in the name of two or more persons (including, without limitation, husband and wife, life partners, trustees, etc.), Altruist may rely upon the instructions of any one such Customer Account holder, to the extent such authority is granted, (or such person's authorized representative) as instructions on behalf of all Customer Account holders. In the event Altruist receives conflicting instructions from multiple Customer Account holders, or Altruist is made aware of a dispute or conflict of interest between such Customer Account holders, Altruist may, in its sole discretion, refrain from taking action on instructions from such Customer Account holders until all Customer Account holders consent in writing to the same instructions. In any event, Altruist shall not be responsible for any claims or damages resulting from (i) reliance on the instructions of any one Customer Account holder (or such person's authorized representative), (ii) failures to act in the event Altruist receives conflicting instructions from multiple Customer Account holders or Altruist is made aware of a dispute or conflict of interest between such Customer Account holders, or (iii) any change in the status of the relationship between the Customer Account holders.

## **27. Arbitration.**

**A. This Customer Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:**

1. All parties to this Customer Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
4. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
6. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
7. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Customer Agreement.

**B. Except as otherwise specifically set forth in this Customer Agreement, any controversy or claim arising out of or relating to this Customer Agreement, any other agreement between the Customer and Altruist, any Account(s) established hereunder, any transaction therein, shall be settled by arbitration in accordance with the rules of FINRA Dispute Resolution, Inc. ("FINRA DR"). The Customer agrees to arbitrate any controversy or claim before FINRA DR in the State of California.**

**C. This agreement to arbitrate constitutes a waiver of the right to seek a judicial forum unless such a waiver would be void under the federal securities laws. If the Customer is a foreign national, non-resident alien, or if the Customer does not reside in the United States, then the Customer agrees to waive the right to file an action against Altruist in any foreign venue.**

**D. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Customer Agreement except to the extent stated herein.**

## **28. How the Broker Supports the Adviser.**

The Broker provides certain Advisers who participate in certain programs of the Broker with benefits to help the Adviser to conduct its business and serve the Customer. These benefits can include providing or paying for the costs of products and services furnished to the Adviser to defray the costs the Adviser may incur when doing business. The benefits provided to or on behalf of the Adviser will not directly benefit the Customer Account. Such benefits should be considered as compensation to the Adviser and therefore should be considered in evaluating the compensation arrangement between the Customer and the Adviser. The following is a general description of the benefits the Broker provides to Advisers. The benefits vary among Advisers depending on the business they and their Customers conduct with the Broker and other factors. The Broker subsidizes the costs to Advisers of certain eligible services in connection with the establishment of the Adviser by paying vendors and service providers for the benefit of the Adviser, or in certain instances reimbursing the Adviser directly. The Broker

pays, or in certain instances reimburses the Adviser directly, for certain technology solutions to help facilitate the Adviser's practices and to streamline the Adviser's operations. The payments may be substantial and are, in the case of technology solution payments, based on the Adviser's Customers transferring to and maintaining a certain amount of assets on the Broker's Website.

The Adviser is responsible for disclosing to the Customer information pertaining to its receipt of the benefits described above and any related conflicts of interest the receipt of those benefits creates for the Adviser, and how the Adviser addresses those conflicts of interest.

For further information about the benefits and arrangements available to the Adviser in managing the Customer Account through the Broker, feel free to contact the Broker or the Adviser directly. The Customer is encouraged to discuss directly with the Adviser any conflicts of interest that receiving these benefits may create for the Adviser and how the Adviser addresses those conflicts of interest.

## 29. API Licenses.

### A. Licensee Products.

1. Licensee Products. Altruist may provide third parties, with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the "Product API Package") (such third parties, "API Licensees"), to make available certain features and functionality of Altruist's websites or technology platform via the API Licensees' products (such products, the "Licensee Products").
2. Customer Use of Licensee Products. If Customer chooses to use any of the Licensee Products, its use shall be subject to the terms and conditions of this Customer Agreement in addition to any end user agreement that the Customer enters into with API Licensee(s) ("End User Agreement"). The Customer understands and agrees that all End User Agreements are between the Customer and such API Licensee only, and not with Altruist; and the API Licensee, not Altruist, is solely responsible for the applicable Licensee Product and the content thereof.
3. Customer Consent to Sharing Personal Information. The Customer acknowledges that the API Licensees may request Personal Information stored by Altruist in order to provide the Licensee Products to Customer pursuant to the End User Agreement and this Customer Agreement, and the Customer hereby consents to Altruist's disclosure of such Personal Information to the API Licensees for such purpose. The Customer acknowledges that the security, policies, procedures and systems of API Licensees may or may not be less stringent and secure than Altruist's policies, procedures and systems.
4. Broker Receipt of Personal Information. The Customer understands and agrees that the Licensee Products may deliver Personal Information to Altruist, and Customer hereby consents to Altruist's receipt, storage and use of such Personal Information consistent with Altruist's then-in-effect policies and procedures.

### B. Vendor Products.

1. Vendor Products. Altruist may provide Adviser's third-party service providers ("Vendors") with an application programming interface through which the Vendor may receive Personal Information for use in providing products or services ("Vendor Products") to Adviser and/or the Advisor's Customer ("Data API Package").
2. Customer Use of Vendor Products. If Customer chooses to use any of the Vendor Products, its use shall be subject to the terms and conditions of this Customer Agreement in addition to any end user agreement that the Customer enters into with Vendor(s) ("Vendor Agreement"). The Customer understands and agrees that all Vendor Agreements are between the Customer and such Vendor only, and not with Altruist; and such Vendor, not Altruist, is solely responsible for the applicable Vendor Product and the content thereof.
3. Customer Consent to Sharing Personal Information. The Customer acknowledges that the Vendors may request Personal Information stored by Altruist in order to provide the Vendor Products to Customer and/or its Advisors, and the Customer hereby consents to Altruist's disclosure of such Personal Information to the Vendors for such purpose(s). The Customer acknowledges that the security, policies, procedures and systems of Vendors may or may not be less stringent and secure than Altruist's policies, procedures and systems.
4. Broker Receipt of Personal Information. The Customer understands and agrees that the Vendor Products may deliver Personal Information to Altruist, and Customer hereby consents to Altruist's receipt, storage and use of such Personal Information consistent with Altruist's then-in-effect policies and procedures.

### C. Definitions.

1. "Personal Information" means the Customer's personally identifiable information (including username, logon password, financial information, trade data, and other financial information) and all data exchanged between Altruist and API Licensees or Vendors via the APIs.
2. The Product API Package and the Data API Package may be collectively referred to as the "APIs," and the Licensee Products and the Vendor Products may be collectively referred to as the "API Products."

D. No Recommendations. To the extent the API Products, Vendors or API Licensees express opinions or make recommendations, the Customer understands that such opinions and recommendations are expressed solely by the API Products, API Licensees or Vendors (as applicable) and are not the opinions or recommendations of Altruist. The existence of the API Products and Altruist's consent to any connectivity between any API Products and Altruist's technology, the Website, or trading platform(s) does not constitute (i) any recommendation by Altruist to invest in any security or utilize any investment strategy; or (ii) any representation, warranty, or other guarantee by Altruist as to the present or future

value or suitability of any sale, trade, or other transaction involving any particular security or any other investments. The existence of any and all information, tools and services provided by API Licensees or Vendors or by the API Products shall not constitute Altruist's endorsement of API Licensees or Vendors, or the API Products.

E. Market Data Provided by Altruist to APIs. From time to time, and subject to then-in-effect agreements between Altruist and API Licensees, Altruist may, in its own discretion, make market data feeds received from third parties available via the API Products. Altruist does not make any guarantees in regard to such market data feeds. Furthermore, API Licensees or Licensee Products may make available to the Customer market data feeds independent of Altruist. The Customer is aware that from time to time that there may be discrepancy between the market data presented on the Website and information provided by any API Products due to a variety of reasons, including the time to update and transmit such data to a mobile application or website and latency caused by such API Product's or the Customer's local environment (such as computer set up, connection speed, etc.). Altruist is not responsible for the accuracy of any market data displayed on any API Products or otherwise made available by API Licensees.

F. Risks; No Liability. The Customer acknowledges that there may be latency between the time an order (or other Personal Information) is submitted from the API Products and the time such order or Personal Information is received by Altruist. Latency may also affect order modification and order cancellation requests. The time an order or a request is actually received by Altruist (including for execution) will be the official time, including for the purposes of routing the order to the market for execution. In addition, all orders submitted to Altruist are subject to order vetting by Altruist. Orders created and submitted through any API Products are not vetted until they are received by Altruist. It is possible that Altruist may reject an order placed through any API Products. Altruist cannot guarantee that any order will be accepted when such order is routed to the market for execution, and Altruist cannot guarantee that notifications and Personal Information provided to the Customer by Altruist will be successfully delivered to or displayed by any API Products.

G. Without limiting the generality of any other terms in this Customer Agreement, the Customer agrees that:

1. Altruist or its Affiliates shall not be liable for any Losses realized for technical issues involving any API Products or API Licensee or Vendor technology or product offerings (including system outages or downtime).
2. Altruist or its Affiliates shall not be responsible for any investment research provided by any API Licensee or Vendor, or any API Products.
3. Altruist or its Affiliates makes no representations, warranties or other guarantees as to the accuracy, timeliness or efficacy of any market data, information, or other functionality made available by any API Licensee or Vendor or any API Products.

H. Intellectual Property. The Customer's use of any API Products will not confer on the Customer any title, ownership interest or intellectual property rights that otherwise belongs to Altruist or any of its Affiliates. The APIs, including content, are protected under U.S. patent, copyright laws, international treaties or conventions, and other laws and will remain Altruist's exclusive property. Names, logos, and all related product and service names, design marks, and slogans displayed by or relating to Altruist or any of its Affiliates or API Licensees or Vendors in the context of the API Products shall remain the property of the respective owner, and use of such property by Altruist or any API Licensee or any Vendor in marketing or provision of any API Products does not grant ownership of or entitle the Customer to use any such name or mark in any manner.

I. Customer's Representations and Warranties. The Customer represents and warrants that:

1. By virtue of utilizing any API Products, the Customer consents to and accepts any risk and resulting Losses associated with Altruist's sharing of Personal Information with any API Licensee or Vendor and shall not hold Altruist, its Affiliates, or their respective officers, directors, or employees responsible for any Losses resulting from the sharing of such Personal Information.
2. The Customer agrees that the use of any API Products or API Licensee's or Vendor's content, information, technology, or functionality is at the Customer's own risk.
3. The Customer agrees that Altruist may revoke any API Licensee's, Vendor's or API Products authorization at any time, for any reason, with or without cause and without prior notice to the Customer.

### **30. Electronic Signatures; Modifications to the Customer Agreement.**

The Customer agrees to transact business with Altruist electronically. By electronically signing an application for a Customer Account, the Customer acknowledges and agrees that such electronic signature is valid evidence of the Customer's consent to be legally bound by this Customer Agreement and such subsequent terms as may govern the use of Altruist's services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to the Customer in writing. The Customer accepts notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. The Customer acknowledges and agrees that Altruist may modify this Customer Agreement from time to time and the Customer agrees to consult the Website from time to time for the most up-to-date Customer Agreement. The electronically stored copy of this Customer Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Customer Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. The Customer agrees to not contest the admissibility or enforceability of Altruist's electronically stored copy of the Customer Agreement.

### **31. Margin Accounts.**

A. Risk of Margin Trading: The Customer understands that margin trading is highly risky and **may result** in a loss of funds greater than the Customer has on deposit in the account. The Customer **represents** that Customer has read the disclosure titled "Margin Disclosure

Statement" provided separately by Altruist.

B. Instant Access to Customer Deposits. Instant Access to Customer Deposits is a Broker service that offers limited margin to allow customers to trade using unsettled funds up to the temporary limit amount in their Customer Account. Instant Access to Customer Deposits requires a minimum deposit of \$2,000 or 100 percent of the purchase price—whichever is less—in the Customer Account before purchasing a security. The Customer understands if Instant Access to Customer Deposits is utilized the Customer will not place trades that generate a debit balance.

C. Margin Trading. The Customer understands that margin trading involves interest charges and risks, including the potential to lose more than deposited or the need to deposit additional collateral in a falling market. Before using margin, customers must determine whether this type of trading strategy is right for them given their specific investment objectives, experience, risk tolerance, and financial situation. If the Customer has elected to have a margin account, the Customer represents to have read the Margin Disclosure Statement and Day Trading Risk Disclosure. These disclosures contain information on Altruist's lending policies, interest charges, and the risks associated with Instant Access to Customer Deposits and margin accounts.

D. Hypothecation. Within the limitations imposed by applicable laws, rules and regulations, all securities now or hereafter held by Altruist, or carried by Altruist in any Customer Account (either individually or jointly with others), or deposited to secure them, may from time to time, without any notice, be carried in Altruist's general loans and may be pledged, repledged, hypothecated or re-hypothecated, separately or in common with other securities for the sum due to the Customer thereon or for a greater sum and without retaining in the Customer possession or control for delivery a like amount of similar securities. The IRS requires Broker-Dealers to treat dividend payments on loaned securities positions as payments received in lieu of dividends for 1099 tax reporting purposes. Taxation of substitute dividend payments may be greater than ordinary on qualified dividends. It is understood, however, that Altruist agrees to deliver to the Customer upon demand and upon payment of the full amount due thereon, all securities in such accounts, but without obligation to deliver the same certificates or securities deposited by the Customer originally. Any securities in the Customer's margin account may be borrowed by Altruist, or lent to others.

E. Interest. Debit balances in all Customer Accounts shall be charged with interest in accordance with Altruist's established custom, as disclosed to the Customer in the Customer Information Brochure pursuant to the provisions of the Securities Exchange Act.

F. Margin. The Customer agrees to maintain in all accounts with Altruist such positions and margins as required by all applicable statutes, regulations, procedures and custom, or as Altruist deems necessary or advisable. The Customer agrees to promptly satisfy all margin and maintenance calls.

G. Sales. The Customer agrees that for any order that the Customer will deliver the securities on or before settlement date, if not already in the account. If the Customer should fail to make such delivery in the time required, Altruist is authorized to borrow such securities as necessary to make delivery for the sale, and the Customer agrees to be responsible for any loss Altruist may thereby sustain, or which Altruist may sustain as a result of the inability to borrow such securities.

## **32. Consent to Electronic Delivery of Documents.**

A. Consent. By agreeing to electronic delivery, the Customer is giving informed consent to electronic delivery of all Customer Account Documents, as defined below, other than those the Customer has specifically requested to be delivered in paper form. "Account Documents" include notices, disclosures, current and future account statements, regulatory communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, tax-related documents, and any other information, documents, data, and records regarding the Customer Account, this Customer Agreement (including amendments to this Customer Agreement), and the services delivered or provided to the Customer by Altruist, the issuers of the securities or other property in which the Customer invests, and any other parties. The Customer agrees that the Customer can access, view, download, save, and print any Account Documents received via electronic delivery for the Customer's records.

B. Electronic Delivery System. The Customer acknowledges that Altruist's primary methods of communication with the Customer include (A) posting information on the Website, (B) sending email(s) to the Customer's email address of record, and, to the extent required by law, (C) providing the Customer with notice(s) that will direct the Customer to the Website where information can read and printed. Unless otherwise required by law, Altruist reserves the right to post Account Documents on the Website without providing notice to the Customer. Further, Altruist reserves the right to send Account Documents to the Customer's postal or email address of record, or via the Website. The Customer agrees that all Account Documents provided to the Customer in any of the foregoing manner is considered delivered to the Customer personally when sent or posted by Altruist, whether the Customer receives it or not.

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

Additionally, the Customer acknowledges that the Internet is not a secure network and agrees that the Customer will not send any confidential information, including Customer Account numbers or passwords, in any unencrypted e-mails. The Customer also understands that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agrees to hold Altruist,



its Affiliates, and Altruist and its Affiliates' respective officers and employees harmless for any such access regardless of the cause.

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

C. Costs. Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and the Customer agrees to bear these costs. Altruist will not charge the Customer additional online access fees for receiving electronic delivery of Account Documents.

D. Revocation of Consent. Subject to the terms of this Customer Agreement, the Customer may revoke or restrict consent to electronic delivery of Account Documents at any time by notifying Altruist in writing of the intention to do so. The Customer also understands that the Customer has the right to request paper delivery of any Account Document that the law requires Altruist to provide to the Customer in paper form. Altruist will not treat the Customer request for paper copies as a withdrawal of consent to electronic delivery of Account Documents. The Customer understands that if revoking or restricting consent to electronic delivery or requesting paper delivery of Account Documents, Altruist, in its sole discretion, may charge the Customer a reasonable service fee for the delivery of any Account Documents that would otherwise be delivered to the Customer electronically, restrict or close the Customer Account, or terminate the Customer's access to Altruist's services. The Customer understands that neither the revocation or restriction of consent, nor the request for paper delivery, nor Altruist's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while consent was in effect.

E. Duration of Consent. Customer consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either the Customer or Altruist revokes it. The Customer understands that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and that the Customer may receive electronic notifications until such consent is processed.

F. Hardware and Software Requirements. The Customer understands that in order to receive electronic deliveries, the Customer must have access to a computer or Mobile Device with Internet access, a valid e-mail address, and the ability to download such applications as Altruist may specify and to which the Customer has access. The Customer also understands that if the Customer wishes to download, print, or save any information, that the Customer must have access to a printer or other device in order to do so.

G. Consent and Representations. The Customer hereby agrees to have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, the Customer hereby agrees to all conditions outlined above with respect to electronic delivery of any Account Document. The Customer will maintain a valid e-mail address and continue to have access to the Internet. If the Customer's e-mail address changes, the Customer agrees to immediately notify Altruist of the Customer's new e-mail address in writing.

### **33. Fully Paid Securities Lending Program.**

By entering into this Customer Agreement, Customer understands and acknowledges that Customer is also agreeing to enroll into the Altruist Fully Paid Securities Lending Program (the "Fully Paid Securities Lending Program"). In connection with entering into the Fully Paid Securities Lending Program, Customer will be required to: (1) review and agree to Altruist's Master Securities Lending Agreement, and (2) read and understand the "Important Disclosures Regarding Risks and Characteristics of Participating in Altruist's Fully Paid Securities Lending Program," which forms part of the Altruist's Master Securities Lending Agreement and describes the risks and characteristics of the program. This document will be provided to Customer.

For the avoidance of doubt, Customer explicitly acknowledges and understands that Customer is not required to participate in the Fully Paid Securities Lending Program and may, at Customer's election, opt-out of the Fully Paid Securities Lending Program at any time by contacting [support@altruist.com](mailto:support@altruist.com).

### **34. Securities-Backed Line of Credit Program.**

Altruist has entered into an agreement with a third-party bank (the "Lending Bank") to help facilitate the Customer's access to non-purpose lines of credit ("SBLOC") that are collateralized by the value of securities in the Customer Account. By applying for an SBLOC, the Customer acknowledges and agrees that it has read and understood the following information and disclosures. To obtain an SBLOC, the Customer must enter into a separate legal agreement with the Lending Bank. The Customer understands that none of Altruist or its affiliates is involved in or responsible for any decision by the Lending Bank related to the issuance of any SBLOC, and that the Lending Bank may determine not to provide an SBLOC to the Customer in its sole discretion. Altruist receives compensation from the Lending Bank based on the amount borrowed by the Customer and therefore may have a financial interest in the Customer establishing an SBLOC. The Customer understands and agrees that it must carefully review all applicable agreements and terms before obtaining an SBLOC from the Lending Bank, and that the Customer is responsible for independently evaluating the terms of the SBLOC and determining whether it meets their needs.

With an SBLOC, the Customer borrows money from and pays interest to the Lending Bank. The SBLOC is a loan that is secured by the value of the Customer Account. The Customer understands and agrees that pledging assets in their Customer Account to secure an SBLOC involves certain risks. The Lending Bank has the authority to liquidate all or part of the securities in the Customer Account at any time without prior notice to maintain required maintenance levels, or to call the SBLOC at any time. As a practical matter, this may cause the Customer to be forced to sell assets and realize losses in a declining market, while simultaneously realizing a taxable gain. Additionally, the Customer's Adviser may be restricted in their ability to make investment decisions or recommendations for the Customer Account due to collateral requirements imposed by the Lending Bank. These restrictions or a forced liquidation may interfere with the Customer's investment goals and/or result in

adverse tax consequences. In addition, by entering into an SBLOC, certain restrictions may be imposed on the Customer Account, including a removal of margin capabilities, check-writing capabilities, and/or automatic distribution options, as applicable. The Customer understands and agrees that the availability of an SBLOC from the Lending Bank does not constitute a recommendation by Altruist to the Customer or an endorsement by Altruist as to the merits or appropriateness of obtaining an SBLOC. For more information about obtaining an SBLOC and the associated risks, see FINRA's Investor Alert at [finra.org/investors/alerts/securities-backed-lines-credit](http://finra.org/investors/alerts/securities-backed-lines-credit).

### 35. Record Retention Policy.

Altruist has a Record Retention Policy and will dispose of Customer data and information in a manner that is consistent with its Record Retention Policy and applicable laws and regulations.

### 36. For Indian Tribes: Waiver of Sovereign Immunity or Similar Defense.

If you are generally entitled to claim sovereign immunity or a similar defense, you hereby waive all immunity (whether on the basis of sovereignty or otherwise) from any legal action brought by Altruist and its affiliates, relating to any and all claims arising out of or in connection with this Customer Agreement and any other agreement between you and us. You further explicitly waive all immunity from jurisdiction, attachment (both before and after judgment) and execution to which you might otherwise be entitled. This waiver of immunity applies to in any action or proceeding in a court of any state, and in the courts of the United States, as well as in the courts of or any other country or jurisdiction, relating in any way to this Customer Agreement, any other agreement between you and us, and your Customer Account. You agree that you will not raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding. You hereby certify that the immunity waiver provided herein has been authorized and executed in accordance with any and all applicable law.

### 37. Miscellaneous Provisions.

The following provisions shall also govern this Customer Agreement:

A. Interpretation. The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Customer Agreement to a Section, such reference shall be to a Section of this Customer Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Customer Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Customer Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Customer Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Customer Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder.

B. Binding Effect; Assignment. This Customer Agreement shall bind the Customer's heirs, assigns, executors, successors, conservators and administrators. The Customer may not assign this Customer Agreement or any rights or obligations under this Customer Agreement without first obtaining Altruist's prior written consent. Altruist may assign, sell, or transfer the Customer Account and this Customer Agreement, or any portion thereof, at any time, without the Customer's prior consent.

C. Severability. If any provisions or conditions of this Customer Agreement are or become inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Customer Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Customer Agreement shall continue in full force and effect.

D. Website Postings. The Customer agrees and understands that Altruist may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to the Customer's use of the Website, or the Customer Account on the Website ("Website Postings"). The Customer understands the continuing obligation of the Customer to understand the terms of the Website Postings, and agrees to be bound by the Web Postings as are in effect at the time of the Customer's use.

E. Entirety of the Customer Agreement. This Customer Agreement, any attachments hereto, other agreements and policies referred to in this Customer Agreement (including the Website Postings), and the terms and conditions contained in Customer Account statements and confirmations, contain the entire agreement between Altruist and the Customer and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Altruist and the Customer, provided, however, that any and all other agreements between Altruist and the Customer, not inconsistent with this Customer Agreement, will remain in full force and effect.

F. Amendment. Altruist may at any time amend this Customer Agreement without prior notice to the Customer. The current version of the Customer Agreement will be posted on the Website and the Customer's continued Customer Account activity after such amendment constitutes agreement to be bound by all then-in-effect amendments to the Customer Agreement, regardless of whether the Customer has actually reviewed them. Continued use of the Website or any other of Altruist's services after such posting will constitute the Customer's acknowledgment and acceptance of such amendment. The Customer agrees to regularly consult the Website for up-to-date information about Altruist services and any modifications to this Customer Agreement. Altruist is not bound by any verbal statements that seek to amend the Customer Agreement.

G. Termination. Altruist may terminate this Customer Agreement, or close, deactivate, or block access to the Customer Account at any time in its sole discretion. The Customer will remain liable to Altruist for all obligations incurred in the Customer Account, pursuant to this Customer Agreement, or otherwise, whether arising before or after termination. The Customer may terminate this Customer Agreement after paying any obligations owed upon written notice. This Customer Agreement survives termination of the Customer Account.

H. No Waiver; Cumulative Nature of Rights and Remedies. The Customer understands that Altruist's failure to insist at any time upon strict compliance with any term contained in this Customer Agreement, or any delay or failure on Altruist's part to exercise any power or right given to Altruist in this Customer Agreement, or a continued course of such conduct on Altruist's part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise. All rights and remedies given to Altruist in this Customer Agreement are cumulative and not exclusive of any other rights or remedies to which Altruist is entitled.

I. International Customers. The products and services described on the Website are offered only in jurisdictions where they may be legally offered. The Website shall not be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal. The Customer understands that Altruist is based in the United States and that Altruist accepts only U.S. currency in Altruist's Customer Accounts.

J. Governing Law. This Customer Agreement and all transactions made in the Customer Account shall be governed by the laws of the State of California (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and its clearing house) on which transactions are executed.

ACCEPTED AND AGREED: The Customer, or its authorized representative, acknowledges to have read the preceding terms and conditions of this Customer Agreement, to understand them and that to hereby manifest the Customer's assent to, and agreement to comply with, those terms and conditions by accepting this Customer Agreement. **THE CUSTOMER ALSO UNDERSTANDS THAT BY ACCEPTING THIS CUSTOMER AGREEMENT THE CUSTOMER HAS ACKNOWLEDGED THAT THIS CUSTOMER AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE IN SECTION 27 HEREIN. THE CUSTOMER ALSO AGREES (1) THAT ANY MARGIN ACCOUNT SECURITIES MAY BE BORROWED BY ALTRUIST OR LOANED TO OTHERS; (2) THE CUSTOMER HAS RECEIVED A COPY OF THIS CUSTOMER AGREEMENT AND (3) THE CUSTOMER HAS REVIEWED A COPY OF THE MARGIN DISCLOSURE STATEMENT.**