

BETTERMENT FOR ADVISORS CLIENT AGREEMENTS

JULY 17, 2024

EFFECTIVE AS OF JULY 17, 2024

This document compiles assorted agreements and representations that establish and govern the Betterment-Client Relationship. The Betterment Sub-Advisory Agreement and the Betterment Securities Brokerage Agreement contain an arbitration and class action waiver provision at Section 37 of the Common Provisions. Additionally, the Betterment Sub-Advisory Agreement and the Betterment Securities Brokerage Agreement contain prospectus delivery provisions pursuant to which clients consent to the delivery of prospectuses to Betterment rather than to Client directly. Please read these agreements and representations carefully and retain them for future reference.

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COMMON PROVISIONS

The Common Provisions set forth below apply to the Sub-Advisory Agreement entered into by Betterment LLC ("Betterment") and "Client" (as defined below); and to the Brokerage Agreement entered into by Betterment Securities ("Betterment Securities" as defined below) and Client. These Common Provisions are incorporated into each of the Sub-Advisory Agreement and the Brokerage Agreement (together, the "Agreements") as though fully set forth therein.

By signing the Sub-Advisory Agreement and Brokerage Agreement, you are representing and agreeing that you have read each carefully and understood their terms, including the arbitration clause located in the Common Provisions. You should not sign these Agreements if you have any questions about your obligations under the Agreements, the services that the Betterment Entities are agreeing to provide, or the limitations of those services. If you do have questions, please contact us at support@betterment.com prior to signing the Agreements, and our representatives will assist you. You should retain these Agreements for future reference.

Notwithstanding these Common Provisions, the Sub-Advisory Agreement and Brokerage Agreement are separate agreements and govern Client's relationship with separate entities. The Sub-Advisory Agreement shall not be incorporated into the Brokerage Agreement, and the Brokerage Agreement shall not be incorporated into the Sub-Advisory Agreement. Client further understands and agrees that while Betterment and Betterment Securities are affiliated entities under common ownership, they are separate entities and are not responsible for the obligations, acts, or omissions of one another. Accordingly, Betterment will not indemnify or be held responsible by Client for the obligations, acts, or omissions of Betterment Securities, and Betterment Securities will not indemnify or be held responsible by Client for the obligations, acts, or omissions of Betterment.

CLIENT UNDERSTANDS THAT CONFIRMING OR CLICKING TO INDICATE YOU AGREE AND OPEN AN ACCOUNT IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THE SUB-ADVISORY AGREEMENT AND BROKERAGE AGREEMENT, AND CLIENT WILL BE LEGALLY BOUND BY THEIR TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE INCLUDED IN THE COMMON PROVISIONS. CLIENT UNDERSTANDS THAT THE SUB-ADVISORY AGREEMENT AND BROKERAGE AGREEMENT MAY BE AMENDED FROM TIME TO TIME PURSUANT TO THE AMENDMENT PROVISIONS PROVIDED THEREIN. CLIENT UNDERSTANDS THAT BY AFFIRMATIVELY ACCEPTING THE AMENDMENT, OR BY NOT CLOSING AND/OR BY CONTINUING TO USE CLIENT'S ACCOUNT(S) AFTER THE EFFECTIVE DATE OR TIME OF THE AMENDMENT, CLIENT IS ACCEPTING THE TERMS OF THE REVISED SUB-ADVISORY AGREEMENT OR BROKERAGE AGREEMENT AND WILL BE LEGALLY BOUND BY THEIR TERMS AND CONDITIONS.

1. *Definitions.*

Access Device. A computer, a personal digital assistant ("PDA"), television, telephone, or any other communications device, including any software Advisor or Client uses on such device whether the Betterment Entities provide it to Client or otherwise, that enables Advisor or Client to access and use the Betterment Entities' services through

any means, including the World Wide Web, the Internet, any wireless connection or any other computer or telephonic network.

Account. (i) In the context of the Program, the brokerage account at Betterment Securities established in Client's name alone, in Client's name together with others, or in which Client has beneficial interest if the Account is an IRA, the Assets belonging to which are managed through the Program; and (ii) in the context of Crypto (as defined in the Crypto Addendum), a Crypto Account (as defined in the Crypto Addendum). For the avoidance of doubt, a Betterment 401(k) Account in which Client participates through Betterment at Work shall not be an Account.

Account Communications. All communications to Client and/or Advisor from the Betterment Entities that relate to an Account, a Sub-Account, a Crypto Account, the Program, or, more generally, Client's relationship with either of the Betterment Entities.

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

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

Advisor Agreements. Collectively, the Advisor-Client Agreement and the Betterment-Advisor Agreement.

Advisor-Client Agreement. The independent agreement between Advisor and Client governing their relationship and the provision of investment advisory services by Advisor to Client, including as it relates to the Program, as it may be amended from time to time in accordance with its terms. In the event of a conflict between the terms of the Advisor-Client Agreement and the Sub-Advisory Agreement regarding the nature or scope of the services provided to the Client by Advisor, the terms and conditions of the Advisor-Client Agreement shall control to the extent they do not impose additional material obligations or responsibilities on the Betterment Entities beyond those included in the Sub-Advisory Agreement or the Betterment-Advisor Agreement, except as may be required by applicable law.

Allocation. The target allocation of investment types and/or asset classes associated with a portfolio.

Application. The application Client prepares and submits for the purpose of becoming a client of Betterment and Betterment Securities and opening an Account, and as part of which Client consents to the terms and conditions of the Sub-Advisory Agreement and Brokerage Agreement. Application includes all information provided by Client to the Betterment Entities in connection with the opening or maintenance of an Account, and any later applications submitted by Client to the Betterment Entities for additional services or account features.

Assets. Assets include cash, stocks, bonds, mutual funds, exchange traded funds, money market funds, other financial instruments and related contracts, and other investment assets, whether certificated or uncertificated and whether for present or future delivery, and all rights and entitlements thereto. This definition includes the securities and other property and the proceeds thereof currently or in the future held, carried or maintained by Betterment Securities or any of its affiliates, in the possession or control of Betterment Securities, in the possession or control of any such affiliate, or in the possession or control of any such agent for any purpose, in and for any of Client's current or future Accounts, including any Account in which Client has a beneficial interest. For purposes of the Sub-Advisory Agreement, the term "Assets" includes Crypto (as defined in the Crypto Addendum) in the context of a Crypto Account.

Betterment. Betterment LLC, a Securities and Exchange Commission Registered Investment Adviser located at 27 West 23rd Street, 6th Floor, New York, NY 10010. Also Betterment's officers, directors, employees, representatives, successors, assigns, and authorized agents.

Betterment-Advisor Agreement. The separate agreement between Betterment and the Advisor governing the relationship between Betterment and Advisor as it relates to the Program, as it may be amended from time to time in accordance with its terms, which may include, if applicable, an agreement for a Custom Portfolio.

Betterment at Work. The platform of investment management services provided by Betterment, brokerage services provided by Betterment Securities, and administrative and recordkeeping services provided by Betterment for Business LLC to Betterment 401(k) Accounts, as well as additional financial wellness benefits provided to employees of certain participating employers.

Betterment 401(k) Account. A tax-qualified 401(k) account provided through the Betterment at Work platform.

Betterment Cash Reserve. A program in which Betterment directs Client funds among interest-bearing, FDIC-insured deposit accounts at Program Banks that agree to accept funds through the program. Betterment Securities, acting as Client's agent, will open accounts at Program Banks, deposit and withdraw funds from Program Banks, and maintain account records.

Betterment Entities. Betterment and Betterment Securities, as well as their officers, directors, employees, representatives, successors, assigns, and authorized agents.

Betterment Constructed Portfolio. A portfolio for which Betterment is responsible for selecting the underlying securities, security group mappings, allocations, weights, and capital markets assumptions.

Betterment Securities. MTG, LLC, a FINRA member Broker-Dealer located at 27 West 23rd Street, 6th Floor, New York, NY 10010, doing business as Betterment Securities. Also Betterment Securities' officers, directors, employees, representatives, successors, assigns, and authorized agents.

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

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

Business Day. Monday through Friday, excluding U.S. stock exchange holidays. Bank holidays are not considered Business Days for purposes relating to ACH transactions.

Client. The individuals, corporations, or other entities who are the Account Holder of Assets in an Account or who own a legal or beneficial interest in the Assets in an Account if the Account is an IRA. An Account Holder accessing an Account through the Interface is a Client, regardless of whether there are Assets in the Account. Clients may be individuals, corporations, or other entities. For avoidance of doubt, the beneficiary of a trust is not a Client.

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

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

FINRA. The Financial Industry Regulatory Authority. Where the context requires, FINRA also refers to any other FINRA affiliate or division such as FINRA Dispute Resolution.

Goal. A savings goal of an Account established by Client and/or Advisor through and described in the Interface as a "goal." Client and/or Advisor may establish one or more Goals by creating Sub-Accounts of the Account in the Interface. If Client and/or Advisor has not taken steps to identify any such goal, then the Account shall be treated as having one Goal that is either untitled or given a default title by Betterment.

Household. A grouping of Clients that Betterment will treat as a single unit for the purposes of Wrap Fee or Crypto Fee (as defined in the Crypto Addendum) calculations and advisory services. All the Clients in a Household typically must reside at the same physical address or share a joint account, although Betterment may waive this requirement.

Interface. The collection of tools, features, adjustments, inputs, and other controls within the Website behind Client's Account login which are provided to establish and manage an Account and access Betterment's services. The Application is part of the Interface. Subject to the terms of the Advisor Agreements, Advisor will have access to and control over a limited number of the Interface's functions, as described below.

Investment Strategy. A Client-specified target consisting of a set of investment principles designed to pursue a stated financial objective, along with an Asset Allocation for a particular Goal.

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

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

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

Products. The investment products held in Accounts through the Program. Products may, but will not necessarily, include any of the following: exchange-traded funds ("ETFs"), mutual funds, other similar equity related index funds, stocks, bonds, money market funds, U.S. treasury funds, cash sweep accounts, and other liquid cash and cash-like vehicles.

Program. The wrap program through which discretionary and non-discretionary investment advisory services are provided by Betterment. Also the brokerage, financial, and other services that Betterment Securities may offer and other investment management services from outside parties, which Betterment shall arrange to provide for Client.

Program Banks. Banks that agree to accept funds into FDIC-insured deposit accounts through Betterment Cash Reserve. Neither the Betterment Entities, nor any of their affiliates, is a bank.

SEC. The U.S. Securities and Exchange Commission. Where the context requires, SEC also refers to any other SEC affiliate or division.

Sub-Account. A designated grouping of Assets within an Account that corresponds to a specific Goal. Each Goal corresponds to one Sub-Account.

Sub-Advisory Agreement. This Sub-Advisory Agreement, for the purpose of receiving investment advisory services and other services provided by Betterment and Advisor other investment management services from outside parties which Betterment shall arrange to provide for Client, as it may be amended from time to time.

Synced Account. An external account that Client voluntarily connects to the Interface manually or using data aggregation services provided by Betterment.

User ID. The alphanumeric code that uniquely identifies Client required for access to an Account (or certain Account features) or services provided through the Program, Website, and/or Interface.

Website. World Wide Web sites and mobile applications operated by Betterment, including www.betterment.com and www.betterment.com/advisors, through which Betterment offers investment advisory services, and through which the Program is administered; Account(s) are established, accessed, and managed by the Client; and Account-related information is made available. The Interface is part of the Website.

2. *True and Accurate Information; Ownership.* Information Client has provided on the Application (including information provided by Advisor on Client's behalf) is incorporated into the Sub-Advisory Agreement and Brokerage Agreement. Client attests that such information, and any other information provided to the Betterment Entities in connection with the services contemplated by the Sub-Advisory Agreement or Brokerage Agreement, is current, accurate, truthful, and complete. Unless otherwise required by the Sub-Advisory Agreement or Brokerage Agreement, Client agrees to promptly notify the Betterment Entities via the Interface of any change to the information, but in any event within thirty days of such change. Client agrees to indemnify and hold the Betterment Entities and their affiliates harmless from and against any and all Losses arising out of or relating to Client's or Advisor's failure to provide true and accurate information on the Application or to update such information as required. This includes, but is not limited to, any information regarding Client's request to have Betterment grant Advisor access to and the ability to control portions of Client's Account via the Website (such access and ability being subject in all respects to the terms of the Advisor Agreements). Client further represents that no one else has an interest in the Account, Crypto Account (as defined in the Crypto Addendum), Linked Checking Account, or Synced Account, except Client and any other person that Client has previously disclosed to the Betterment Entities through the Application, Interface, or otherwise in a manner specified by the Betterment Entities.
3. *Service Not Available Outside the United States or to Non-Resident Aliens.* The Program is not being offered to, and is generally not available to, anyone located outside the 50 U.S. states, including U.S. citizens residing or working abroad. The Betterment Entities make no representation or warranty regarding compliance with local laws in foreign

jurisdictions, or regarding the appropriateness of the Website's content or its compliance with such local laws. Client agrees to terminate the Sub-Advisory Agreement and Brokerage Agreement upon a change in residency that would make Client ineligible to participate in the Program. The Betterment Entities do not offer services to non-resident aliens who require a Form W-8 for tax-withholding. Client's inability to access the Website in certain foreign countries could result in Client's inability to access the services provided through the Program, the Crypto Sub-Advisory Services, or to provide information and preferences regarding their Account(s). Client agrees to indemnify and hold the Betterment Entities and their affiliates harmless from and against any and all Losses arising out of, relating to, or incurred as a result of the unavailability of the Website from foreign countries.

4. *Method of Communication; Client Obligation to Check Website.* Client agrees that the primary method of communication with Client in connection with the Program will be by posting information either in Client's Account accessible through the Interface or on servers accessible from the publicly available Website (and may also, as required by the Betterment-Advisor Agreement, be made available to Advisor through other means) and, except as described in the *Amendment* provision of the Sub-Advisory Agreement and to the extent required by law, sending Client a notice that directs Client to the Website (as applicable) from which the information can be read and printed. Client understands that the Betterment Entities reserve the right to send Account Communications to Client's postal or electronic mail address of record or to another Access Device Client has registered with the Betterment Entities. Client agrees to check the Website regularly, as Client may have no other means of knowing that information and Account Communications have been delivered to Client. Client agrees that all Account Communications provided to Client in any of the ways described above will be deemed to have been good and effective delivery to Client when sent or posted by either of the Betterment Entities, or by Betterment on behalf of Betterment Securities, regardless of whether Client actually or timely receives or accesses the Account Communication. Client further understands and agrees that Betterment provides access to Betterment Securities's Account Communications via the Interface pursuant to a service agreement between Betterment Securities and Betterment. The substantive contents of Betterment Securities's Account Communications are not produced or altered by Betterment.

Client hereby authorizes Betterment to receive Account Communications from Betterment Securities on behalf of Client, including transaction-by-transaction confirmations and any required prospectuses from Betterment Securities for any security purchased on behalf of Client in the Account. Betterment, as Client's investment sub-adviser and fiduciary, manages Client's Account on a discretionary basis and shall accept delivery of such transaction confirmations and prospectuses on behalf of Client. Betterment also will provide Client access to prospectuses for securities transactions through the Interface. Client explicitly provides Betterment with full discretion to communicate any and all information regarding an Account, the Program, and

Betterment's investment advisory services to Advisor, including, but not limited to, any documentation provided by Client to the Betterment Entities.

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

5. *Personal Information.* The respective rights and responsibilities of Betterment, Betterment Securities, and Client regarding the collection, processing, and use of Client's personal information and Client's rights to limit the use and disclosure of such information, are set forth in this Section as well as the Betterment Privacy Policy as amended from time to time, as they may be further limited by the Advisor Privacy Policy and/or the Advisor Agreements. Client grants Advisor full access to all Client's information on the Website. Further, subject to the Advisory Privacy Policy and/or the Advisor Agreements, Client expressly permits Betterment to disclose certain account data in non-personally identifiable form (e.g., aggregate account data without names, addresses, or social security numbers) with unaffiliated companies, such as B+ Institutional Services, LLC. For avoidance of doubt, such disclosed account data will never be individually identifiable to Client absent Client's affirmative consent to such disclosure unless an exception in the Betterment Privacy Policy and/or the Advisory Privacy Policy applies.

Such rights and responsibilities are further defined by applicable laws and regulations of national and state governments and international bodies. Client further understands and agrees that the Betterment Entities will compare identifying information Client and/or Advisor provides with government-provided lists of suspected terrorists. In the event of any controversy regarding the Betterment Entities' collection, use, processing, transfer, or receipt of any information about Client, Client agrees that remedies will be expressly limited to those specifically provided by the applicable laws and regulations, in accordance with the Sub-Advisory Agreement, the Brokerage Agreement, and/or the Advisor Agreements, to the extent applicable. Client authorizes the Betterment Entities to obtain reports from time to time concerning Client's (and Client's spouse's, if Client lives in a community property state) background, credit standing, and business conduct. Client also authorizes the Betterment Entities, without notification, to request a new background and/or credit report in connection with any review, extension, execution, or renewal of Client's Account(s).

To the extent Client engages with Betterment to provide Crypto Sub-Advisory Services (as that term is defined in the Crypto Addendum), Client authorizes the Betterment Entities to collect and share Client's personal information with Gemini Trust Company

LLC, the crypto custodian, for the purposes of opening Client's Crypto Account with Gemini. Gemini's use and disclosure of Client's personal information is subject to Gemini's Privacy Policy (available at www.gemini.com/legal/privacy-policy).

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

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

The Betterment Entities only offer one type of joint account: joint tenants with rights of survivorship. For joint tenants with rights of survivorship, on the death of an account owner the entire interest in the account generally goes to the surviving account owner, on the same terms and conditions. Client is responsible for verifying that this joint registration is valid in Client's state. Laws may vary by state, and this type of ownership may not be available in Client's state. Client shall consult with Client's tax professional or state laws to learn more about joint accounts and the rights associated with such accounts. Client agrees and understands that neither Betterment nor Betterment Securities will help Client determine if this type of account is appropriate for Client's particular situation. Client shall not create a joint account if Client's state of residency does not permit or recognize joint tenants with rights of survivorship.

Betterment Securities will send year-end tax forms to the Account Holder who initiates the joint account Application process via the Website and first executes the Sub-Advisory Agreement and Brokerage Agreement electronically.

7. *Multiple Account Holders.* If there is more than one Account Holder, each Account Holder agrees to be jointly and severally liable for all obligations arising under the Sub-Advisory Agreement or the Brokerage Agreement, or otherwise relating to the Account or participation in the Program, including responsibility for information provided through the Interface or by using any User ID and Password associated with the Account, regardless of which Account Holder gives such instructions, enters such orders or changes such Password. Each Account Holder has full authority, acting individually and without notice to any other Account Holder, to deal with Betterment and Betterment Securities as fully and completely as if such Account Holder were the sole Account Holder. Neither Betterment nor Betterment Securities will notify other Account Holders of the actions taken by any one Account Holder, and 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. Each Account Holder authorizes the Betterment

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

Neither Betterment nor Betterment Securities is responsible for determining the purpose or propriety of any instruction received from any Account Holder as against any other Account Holder, or of any disposition of payments or deliveries of securities or other property between or among Account Holders. The Betterment Entities reserve the right, in their sole discretion, to require written instructions from one or all Account Holders. If the Betterment Entities receive instructions from any Account Holder that, in their opinion, conflict with instructions received from any other Account Holder, the Betterment Entities may comply with these instructions or may advise the Account Holders of the apparent conflict and take no action as to any of these instructions until they receive and have a reasonable amount of time to act on satisfactory instructions from any or all of the Account Holders.

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

Each Account Holder agrees that, on the death or disability of an Account Holder, divorce of married Account Holders, or other event that causes a change in ownership or capacity with respect to the Account, the remaining Account Holder(s) will immediately give Betterment and Betterment Securities official written notice of such change of

ownership or capacity. Betterment and Betterment Securities will not be responsible for any transfers, payments or other transactions in the Account made at the direction of an Account Holder before Betterment or Betterment Securities has actually received and had a reasonable amount of time to act on such official written notice to remove such Account Holder from the Account. Following receipt of such official written notice, Betterment or Betterment Securities may require additional documents and reserve the right to retain such Assets in and/or restrict transactions in the Account as they deems advisable in their sole discretion to protect against any Losses. Any former Account Holder and the estate of any deceased or incapacitated Account Holder will remain jointly and severally liable for any Losses in the Account arising out of or relating to transactions initiated before Betterment or Betterment Securities actually received and had a reasonable amount of time to act on such official written notice.

8. *Linked Checking Account.* Client must link at least one U.S.-based checking account (“Linked Checking Account”) to each of Client’s Accounts. Linked Checking Accounts must be established in Client’s name. The Betterment Entities may place reasonable restrictions on the frequency with which Client changes a Linked Checking Account, and/or the number of Linked Checking Accounts that Client may maintain at any given time.
9. *Order Placement Exclusively Through Betterment.* Orders will be placed on behalf of the Account exclusively by Betterment, and are subject to the order handling provision described in the *Order Handling* sections of the Sub-Advisory Agreement and Brokerage Agreement. Client understands and agrees that Betterment will place the orders with Betterment Securities on Client’s behalf.

While Betterment Securities shall take action upon receipt of orders to execute such orders as soon as is practical, Client understands and agrees that transactions are subject to processing and communication practices, and order aggregation policies and procedures, that may cause order transmission and execution delays. Client further understands that Betterment Securities may restrict the number, type, or form of transactions for the Account, including, among other reasons, to comply with laws and rules governing Day Trading activities (as defined in the Brokerage Agreement). Client understands and agrees that neither Betterment nor Betterment Securities shall be held responsible for any Losses resulting from operational delays outside the Betterment Entities’ control.

10. *Deposits and Withdrawals to the Account.* At any time Client may request cash deposits to the Account from a Linked Checking Account or withdrawals from the Account to a Linked Checking Account by taking appropriate action within the Interface. Client represents and warrants that no funds deposited into the Account are derived from, or will be used to promote the conduct of, any unlawful activity.

Client understands and agrees that the deposit and withdrawal of funds to or from the Account may be conducted in cash via Automatic Clearing House (“ACH”) transaction from or to a Linked Checking Account. Client understands and agrees that Betterment

Securities may reroute a withdrawal request to the Client's original Linked Checking Account from which Client's funds originated without requesting or obtaining Client's express consent. Client further understands and agrees that ACH transactions are subject to processing delays which may take up to five Business Days or longer and funds transferred may not be credited to the Account or otherwise available to Client during processing. Client hereby authorizes the Betterment Entities to deduct funds from the Account for the purpose of satisfying any liability of Client to the Betterment Entities or any of their affiliates, including any liability caused by an ACH return from a Linked Checking Account. The Betterment Entities may, in their sole discretion, permit the transfer of funds into or out of the Account in other forms or via alternative means. The Betterment Entities, in their sole discretion, may impose a longer waiting period during which funds may not be available for trading or withdrawal.

Client may initiate an ACH disbursement request by taking appropriate actions to make a withdrawal within the Interface. Subject to the terms of the Sub-Advisory Agreement, Client may withdraw an amount up to the current market value of the Account not including the fees that are due at any time. In making such request, Client authorizes Betterment Securities and its bank service provider to act on Client's behalf to initiate the ACH disbursement. On receipt of an ACH disbursement request by Betterment Securities as communicated by Client to Betterment, Betterment Securities will transmit payment instructions to the applicable bank as soon as practicable. It is Client's responsibility to ensure that instructions are accurate before requesting Betterment to instruct Betterment Securities to initiate an ACH disbursement. Betterment Securities may, in its discretion, attempt to abide by a subsequent request for a change to instructions, but it is not obligated to do so. Client agrees to indemnify and hold Betterment, Betterment Securities, and their affiliates harmless from any Losses arising out of or relating to an attempt to amend or cancel an ACH transfer request. Client understands that any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer may result in such ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to Client. Client agrees to indemnify and hold the Betterment Entities and their affiliates harmless from any Losses arising out of or relating to any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer. Betterment Securities, at the instruction of Betterment, may offset losses resulting from an ACH return out of any balance in Client's Account(s) or deposited in Program Banks (for the avoidance of doubt, any such losses will not be offset from balances in Crypto Accounts). Betterment Securities, at the instruction of Betterment, may also offset its losses with market gains resulting from any fraudulent activity in Client's Account(s) (for the avoidance of doubt, any such losses will not be offset from balances in Crypto Accounts).

11. *Standing Order for Specific Share Identification.* Client understands and agrees that for purposes of any sale of a particular security being executed in Client's Account, Client authorizes Betterment to issue a standing order to Betterment Securities, specifically identifying lots of securities to be sold, in the following order of preference: (i) lots

reflecting short-term losses, beginning with lots that generate the greatest short-term loss down to the least short-term loss, (ii) lots reflecting long-term losses, from greatest long-term loss to least long-term loss, (iii) lots reflecting no gains or losses, (iv) lots reflecting long-term gains from least long-term gain to greatest long-term gain, and (v) lots reflecting short-term gains from least short-term gain to greatest short-term gain. Betterment Securities shall apply these preferences to the Client's Assets, made solely in reliance on the information available to Betterment Securities at the time of the trade. Client agrees that the Betterment Entities bear no responsibility for the tax treatment of any transaction. The shares so specifically identified pursuant to the Client's standing order will be identified on the trade confirmation corresponding to the sale. Notwithstanding the foregoing, Betterment Securities reserves the right, in its sole discretion, to utilize the FIFO (first-in, first-out) method of basis reporting for any sale of securities executed in Client's Account when the method described above is unavailable or impracticable.

12. *Access Interruptions.* Client understands that neither Betterment Securities nor Betterment guarantees that access to the Website and Betterment's sub-advisory services and Account management will be available all the time. Subject to the Betterment-Advisor Agreement, the Betterment Entities reserve the right to suspend access to the Website and/or the Program without prior notice for scheduled or unscheduled system repairs or upgrades. Further, access to the Website, and hence, an Account, may be limited or unavailable due to, among other things: market volatility; peak demand; systems upgrades; maintenance; service interruptions, including interruption of Betterment's ability to communicate with Betterment Securities; hardware or software malfunction or failure; internet service failure or unavailability; the actions of any governmental, judicial, or regulatory body; and force majeure.
13. *Client's Responsibility.* Client understands that Client is responsible for all acts and omissions relating to Client's participation in the Program, including all information Client provides to Betterment through the Interface while logged in under Client's User ID and Password. Client understands and agrees that it is Client's responsibility to maintain a unique and strong Password, to store Client's Password in a secure manner, and not to share Client's Password with any other individual. Client agrees to log into Client's Account regularly, to monitor for unauthorized access, and to notify Betterment immediately in writing if Client becomes aware of any unauthorized use of Client's User ID and Password. Client understands and agrees that neither Betterment nor Betterment Securities will be liable for unauthorized withdrawals from the Account prior to receiving notice from Client that such withdrawals were unauthorized. Further, neither the Betterment Entities nor their affiliates will be liable to Client or to any other person for any claim with respect to orders Betterment places on behalf of Client based on any information provided without Client's authorization through the Interface.
14. *Fiduciary Accounts.* Neither Betterment nor Betterment Securities reviews any action or inaction of a Fiduciary with respect to an Account, Crypto Account, HSA, 529, Linked

Checking Account, or Synced Account, and neither Betterment nor Betterment Securities is responsible for determining whether a Fiduciary's action or inaction satisfies the standard of care applicable to such Fiduciary's handling of such Account. Neither Betterment nor Betterment Securities is responsible for determining the validity of a person or entity's status or capacity to serve as a Fiduciary. At its sole discretion, Betterment or Betterment Securities may require additional documentation before permitting a Fiduciary to access an existing Account, open a new Account, or associate any other account with an Account.

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

15. *Service Providers.* Various features of the Program are offered or processed through service providers, which may be unaffiliated companies, or affiliates of the Betterment Entities. Such service providers are authorized to perform the services contemplated by the Sub-Advisory Agreement or Brokerage Agreement. Unless otherwise noted, all authority granted to or limitations of liability of the Betterment Entities shall include their affiliates, agents, and representatives, as well as any service provider. Client authorizes the Betterment Entities and their agents or affiliates acting on behalf of Betterment or Betterment Securities to perform the services contemplated hereunder.
16. *Term.* Client may terminate the Sub-Advisory Agreement and Brokerage Agreement without penalty within five Business Days of Client's electronic consent, after all fees due are paid. The Sub-Advisory Agreement and Brokerage Agreement may be terminated at any time by either party for any reason upon written notice to the other party in accordance with this Section, and subject to any further conditions or limitations imposed by the Advisor Agreements. Client's termination of the Brokerage Agreement with Betterment Securities will constitute termination of the Sub-Advisory Agreement by Client effective upon receipt of notice of termination by Betterment Securities and payment of outstanding charges as described in the Wrap Fee Schedule and Crypto Fee Schedule (as applicable).

Termination by Client is effective upon receipt by the Betterment Entities of Client's written electronic notice of intent to terminate and payment of outstanding charges, as described in this Section. For the purposes of this Section, "Client's written electronic notice of intent to terminate" shall mean Client's election to close Client's Account as

such action is provided within the Interface. Termination by the Betterment Entities is effective on the date of written electronic notice to the Client, unless a later date is stated in the notice. The Client shall be responsible for any transactions initiated prior to termination. The terms and conditions of the Sub-Advisory Agreement and Brokerage Agreement will survive termination of the Account and will continue to apply to any disputed or other remaining matters involving Client's relationship with Betterment and Betterment Securities, respectively.

After the termination of an Account, Client will remain liable to the Betterment Entities for payment of any indebtedness or obligation to the Betterment Entities as provided under the Sub-Advisory Agreement or the Brokerage Agreement. Accordingly, the Betterment Entities may deduct any fees owed by Client from Client's Account upon termination. If Client should reopen the Account at a date subsequent to terminating the Account and Sub-Advisory Agreement and/or Brokerage Agreement, Client agrees to be bound by the Sub-Advisory Agreement and Brokerage Agreement in effect at the time Client re-opens the Account, including any amendments or addendums thereto. For the avoidance of doubt, the applicable terms and conditions of the Sub-Advisory Agreement and Brokerage Agreement shall continue to apply to a Client who funds and subsequently withdraws all Assets from an Account, and to Account Holders who entered into the Sub-Advisory Agreement and Brokerage Agreement but never funded an Account.

Client acknowledges and agrees that (i) following a Client's indication that Client would like to terminate the Account, Betterment Securities may in its sole discretion keep the Account open for a time period not to exceed six months solely to capture dividends and any other income arising from Assets previously held in the Account and (ii) Betterment Securities will remit any such dividends or income to the Client.

Upon termination, Betterment is expressly authorized by Client to redeem or otherwise liquidate any shares of Products held in Client's Account(s), or liquidate any Crypto held in a Crypto Account(s), and disburse proceeds to Client, although Betterment may, in its discretion, decline to immediately liquidate the Products held in Client's Account and instead distribute them to Client in such manner as communicated in writing. Such redemption or liquidation may affect the asset Allocation and/or market value of the Account, and may also have tax consequences.

Client understands and agrees that Advisor may request that Betterment initiate the closure, or dissociation from the Advisor, of Client's Account and/or Advisor may request that Advisor move Client to (i) another custodian or investment platform (including one affiliated with or sponsored by Advisor), (ii) another advisor or advisory firm on the Betterment for Advisors platform, or (iii) another Betterment platform or service (including Betterment's direct-to-client, i.e., retail platform). Client understands and agrees Betterment will fulfill such request in a manner determined in Betterment's discretion, subject to restrictions on that discretion imposed by the Betterment-Advisor Agreement. If Client is moved to another Betterment platform, Client agrees to review

the legal agreements and disclosures for that Betterment platform or service; Client signals Client's acceptance of those terms by not canceling Client's account on that Betterment platform or service. Client further understands that the Products and Investment Strategies available on the platform or service to which Client is transitioned may be different, necessitating the migration of Client's Account to an Investment Strategy that is supported within the platform or service.

Client shall advise Betterment immediately if and when Client and Advisor terminate their investment advisory relationship pursuant to the Advisor-Client Agreement (whether such termination is initiated by Client or Advisor). Subject to the terms of the Advisor Agreements, if the relationship between Betterment and Advisor is terminated, Client will be moved to a new agreement with Betterment, the terms of which will be provided to Client and this Sub-Advisory Agreement will terminate. Client signals Client's acceptance to the new agreement by not terminating Client's Account with Betterment. Betterment will not interfere with Advisor's efforts to move Client to another custodian or investment platform.

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

If Client's Account(s) is abandoned in accordance with applicable state law, Betterment reserves the right to place orders to buy or sell Assets in order to facilitate escheatment of Assets in Client's Account(s) (for the avoidance of doubt excluding Crypto Accounts). The Betterment Entities will not be liable for any fluctuations in market prices if cash balances in Client's Account(s) are reinvested in Assets in order to facilitate escheatment.

17. *Security.* When Client accesses the Website using an up-to-date version of third-party web browser (such as the most recent version of Microsoft Edge, Firefox, Chrome, or Safari) that is compatible with industry standard encryption, the Betterment Entities' security systems are designed to protect Client's communications through server authentication and data encryption. Access requires password protection to log onto the Interface. Client agrees to use Two-Factor Authentication to access Client's Account and understands that an uncorrected compromise of the second factor jeopardizes the security of Client's Account. No security system is foolproof, and Betterment and Betterment Securities do not guarantee that such security systems will be completely secure.
18. *Investment Tools.* Client understands that investment tools provided within the Interface are not designed to provide Client with a comprehensive financial plan and are not a guarantee of performance. Neither Betterment Securities nor Betterment guarantees or makes any warranty of any kind, express or implied, regarding the projections or recommendations generated by the investment tools. Client agrees that the Betterment

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

19. *Electronic Signatures.* Client's intentional action in providing an electronic signature, constituted by clicking a button indicating an electronic signature, typing Client's name in a signature field, or otherwise entering an electronic signature, is valid evidence of consent to be legally bound by the Sub-Advisory Agreement, Brokerage Agreement, and other documentation submitted in the Application process or governing Client's relationship with the Betterment Entities, and as valid evidence of consent to be legally bound by any other documents relating to the services provided by the Betterment Entities.

The use of an electronic version of Account documents fully satisfies any requirement that they be provided to Client in writing. Client acknowledges that Client may access and retain a record of the documents relating to the Betterment Entities' services that Client electronically signs. Client accepts as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, notice by electronic means, including, the posting of modifications to the Sub-Advisory Agreement and Brokerage Agreement on the Website.

The electronically stored copies of the Sub-Advisory Agreement and Brokerage Agreement are considered to be the true, complete, valid, authentic, and enforceable records, admissible in judicial or administrative proceedings to the same extent as if the document and records were originally generated and maintained in printed form, and Client agrees not to contest the admissibility or enforceability of the Betterment Entities' electronically stored copies of these agreements.

20. *Electronic Delivery of Documents.* Client acknowledges receipt and acceptance of the "Consent to Electronic Delivery of Documents from Betterment and Betterment Securities," which is attached hereto. All written notices to any party under the Sub-Advisory Agreement and Brokerage Agreement shall be sent to such party in electronic form either through applicable means of the Interface or through designated email addresses, or such other address as such party may designate in writing to the other. Such notices will be deemed to constitute good and effective delivery to Client when sent by the Betterment Entities or when made available on the Website, whether or not actually or timely received or accessed, unless the Betterment Entities receive actual notice to the contrary. Client is responsible for maintaining a valid email address and software and hardware to receive, read and send email. Client hereby agrees to provide the Betterment Entities with a current email address and promptly notify the Betterment Entities of any changes to his or her email address in his or her Account(s) on the Interface or the Website. Notwithstanding the above, the Betterment Entities may occasionally require certain communications from the Client to be sent in non-electronic form. Client waives all claims resulting from any failure to receive the notices and communications actually delivered in accordance with this Section.

21. *Electronic Funds Transfer.* Client acknowledges receipt and acceptance of the “Electronic Funds Transfer Rights and Error Resolution” which is attached hereto.
22. *Use of Betterment Entities’ Content.* Client is permitted to store, display, analyze, modify, reformat, and/or print the information made available by either of the Betterment Entities for personal use only. With the sole exception of Advisor, Client will not publish, transmit, or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of the Betterment Entities. Client will not alter, obscure or remove any copyright, trademark, or any other notices that are provided in connection with the information. Client represents and warrants that: (i) Client will not use the Interface in contravention of the Sub-Advisory Agreement or Brokerage Agreement; (ii) Client will use the Interface only for the benefit of the Account and not on behalf of any other person; and (iii) with the exception of a web browser and other applications specifically approved by the Betterment Entities in writing, Client agrees not to use (or allow another person to use) any software, program, application, or other device, directly or indirectly, to access or obtain information through the Interface or to automate the process of accessing or obtaining such information.
23. *Telephone Calls and Recordings.* Client understands and agrees that the Betterment Entities may, in their discretion, but are not obligated to, monitor or record any of Client’s telephone or video conferencing conversations with Betterment or Betterment Securities for quality control and regulatory compliance purposes and for its own protection. The Betterment Entities may also monitor and make a record of Client’s use of the services offered through the Program and any other communications between either of the Betterment Entities and Client, and may use the resulting information for internal purposes or as may be required by applicable law. Unless otherwise agreed in writing, neither Betterment nor Betterment Securities consents to the recording of telephone or video conferencing conversations by any third party or Client. Client acknowledges and understands that not all telephone lines, video conferencing, or calls are recorded by the Betterment Entities. Client understands and agrees that there is no guarantee that recordings of any particular telephone calls or video conferencing will be retained or capable of being retrieved, that recorded calls are typically not made available to Clients, and that the Betterment Entities are not required to provide such recordings.

Betterment maintains a Do-Not-Call list and does not initiate telemarketing calls to any person on this list. Client understands and agrees that, notwithstanding a request to be placed on Betterment’s Do-Not-Call list, Betterment may contact Client by telephone to provide account support.

24. *Complaints.* Formal complaints about your Account may be directed to Betterment or Betterment Securities at support@betterment.com, by calling (718) 400-6898 and requesting to speak with a representative of Betterment or Betterment Securities, or by mail at 8 West 24th Street, 6th Floor, New York, NY 10010.

25. *Power and Authority.* Client represents and confirms that Client has full power and authority to execute, deliver, enter into, and perform Client’s obligations under the Sub-Advisory Agreement and Brokerage Agreement. Client represents that the Sub-Advisory Agreement and Brokerage Agreement has been duly authorized, executed, and delivered by Client and is the legal, valid, and binding agreement of Client, enforceable against Client in accordance with its terms, and that the terms of this Sub-Advisory Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise. Client shall advise the Betterment Entities immediately of any event that might affect this authority or the binding effect of the Sub-Advisory Agreement or Brokerage Agreement.

If the account is opened in the name of a trust, the Sub-Advisory Agreement and Brokerage Agreement incorporate the terms of the separate “Certification of Trust” document included below.

If Client is a corporation, trust, government, partnership, or other business or legal entity, the Client Representative executing this agreement on behalf of Client represents and warrants the following:

- a. The Client Representative has the requisite legal capacity, authority, and power to execute, deliver, and perform such execution and the obligations under the Sub-Advisory Agreement and Brokerage Agreement as applicable. If Client is a corporation or partnership, the individual signing the Sub-Advisory Agreement and Brokerage Agreement represents that the individual has been authorized to execute these agreements by appropriate corporate or partnership action. Client agrees to indemnify, defend, and hold the Betterment Entities and their affiliates harmless from any Losses arising out of or relating to claims arising out of Client’s failure – whether it be intentional or unintentional – to abide by Client’s representations in this paragraph.
- b. The representations, warranties, and agreements made herein are made by Client both: (1) with respect to Client; and (2) with respect to the Client Representative.
- c. Neither Client nor Client’s Account is subject to the Investment Company Act of 1940 and the governing documents for the Account Holder entity authorize and permit the provision of investment advisory services through an advisory account in accordance with the terms of the Sub-Advisory Agreement.

26. *Risks and Limitations.* The securities available through the Program are investment products and as such: (i) are not insured by the Federal Deposit Insurance Corporation (“FDIC”); (ii) carry no bank or government guarantees, and are not a deposit or other obligation of, or guaranteed by, a bank; and (iii) have associated risks. Client understands that investments in securities are subject to investment risks, including possible loss of the principal amount invested.

27. *General Disclaimer of Liability.* Client understands and agrees that neither Betterment Securities, Betterment, their affiliates, nor any independent providers/transmitters shall

be liable in any way to Client or to third parties, or have any responsibility whatsoever, and Client agrees to indemnify and hold harmless the Betterment Entities, their affiliates, and any independent providers/transmitters, for: (a) any Losses arising out of or relating to a cause over which the Betterment Entities or their affiliates do not have direct control, including the failure of electronic or mechanical equipment or communication lines, telephone, or other interconnect problems, unauthorized access, theft, operator errors, government restrictions, force majeure (e.g., earthquake, flood, severe or extraordinary weather conditions, natural disasters or other act of God, fire, acts of war, terrorist attacks, insurrection, riot, strikes, labor disputes or similar problems, accident, action of government, communications, system or power failures and equipment or software malfunction), exchange or market rulings or suspension of trading; or (b) any special, indirect, incidental or consequential damages (including lost profits, trading losses and damages) that Client may incur in connection with Client's use of the service provided by Betterment or Betterment Securities under the Sub-Advisory Agreement or Brokerage Agreement, respectively.

In addition, it is possible that Client or the Betterment Entities may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to the Betterment Entities' software-based financial advisory service. The Betterment Entities rigorously design, develop and test software extensively before putting such software into production with actual Client Accounts and assets, and periodically monitor the behaviors of such software after its deployment.

Notwithstanding this design, development, testing and monitoring, it is possible that such software may not always perform exactly as intended or as disclosed on the Website, Interface, or other disclosure document. In the event of a software malfunction or other error that results in Client Losses, the Betterment Entities will review and remediate the software exception or other error, and if appropriate, will compensate Client for Losses caused by the Betterment Entities, subject to a \$10 de minimis loss threshold.

28. *Allocation of Responsibilities and Limitation.* Client understands and agrees that Betterment is only contracting to provide sub-advisory services with respect to the Account as described in the Sub-Advisory Agreement, and Betterment Securities is only contracting to provide the brokerage services described in the Brokerage Agreement. In addition, Client understands and agrees that the Betterment Entities are only providing services in connection with the Account, and are not responsible for providing services based on any of Client's assets outside of the Account.

Advisor may, in Advisor's discretion, request that Client execute the Advisor-Client Agreement on the Website, which Client may do in Client's discretion. Client understands and agrees that the Betterment Entities have not reviewed the Advisor-Client Agreement and generally have no rights, responsibilities, or obligations in any form whatsoever under the Advisor-Client Agreement. Client understands and agrees that Advisor is solely responsible for providing Client with Advisor's Form ADV and privacy disclosures, including the Advisor Privacy Policy; however Betterment shall

deliver such documents to Client at the time of Client onboarding if Advisor elects to have Betterment deliver such documents. Subject to the Betterment-Advisor Agreement, Client agrees to hold harmless Betterment, Betterment Securities, and their respective officers and employees for any obligations, acts, or omissions of Advisor in connection with the Advisor-Client Agreement.

Client understands and agrees that the Betterment Entities are not responsible for the obligations, acts, or omissions of Advisor, including Advisor's obligations to Client and Advisor's acts or omissions that involve the Account. This means that the Betterment Entities are not responsible for any information Advisor provides through the Interface in connection with the Account that may lead to trades being placed on Client's behalf or for any Losses arising from or related to the Account due to Advisor's actions in the Account. Client further understands and agrees that Advisor may, among other things, modify Client's Investment Strategy, Allocation, and change Client's information (subject to any limitations set forth in the Advisor Agreements). Client further understands and agrees that Advisor and/or Client have the ability to modify the Betterment-recommended portfolio Allocation for Goals in the Account to a portfolio Allocation that Betterment may not recommend. If Advisor and/or Client modifies a Betterment-recommended portfolio Allocation, Client accepts responsibility for the consequences, including all Losses arising from or related to the Account due to Advisor's and/or Client's actions in the Account.

Unless otherwise provided in the Advisor Agreements, Advisor is not responsible for the obligations, acts, or omissions of Betterment, including Betterment's obligations to Client and Betterment's acts or omissions that involve the Account. Client understands and agrees that Betterment will not indemnify or be held responsible by Client for the obligations, acts, or omissions of Advisor, and Advisor will not indemnify or be held responsible by Client for the obligations, acts, or omissions of Betterment, unless otherwise provided in the Advisor Agreements.

Client represents that Client has granted Advisor authority, pursuant to the Advisor-Client Agreement, to manage Client's Account and to implement changes in Betterment's Interface on behalf of Client. If Client has an employer-sponsored Betterment at Work 401(k) Account, Client also represents that Client has granted Advisor authority to manage Client's 401(k) Account and to implement changes in Betterment's Interface on behalf of Client.

29. *Choice of Law.* Client understands that the Sub-Advisory Agreement and Brokerage Agreement will be deemed to have been made in the State of New York. To the extent not inconsistent with Federal law, the Sub-Advisory Agreement and Brokerage Agreement shall be governed by and construed in accordance with the laws of New York, and in compliance with the Investment Advisers Act of 1940.
30. *Severability.* If any provision of the Sub-Advisory Agreement or Brokerage Agreement is held to be invalid, void, or unenforceable by reason of any law, rule, administrative order

or judicial decision, that determination will not affect the validity of the remaining provisions of the Sub-Advisory Agreement or Brokerage Agreement.

31. *Non-Waiver.* Except as specifically permitted in the Sub-Advisory Agreement and Brokerage Agreement, no provision of these agreements can be, nor will it be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by an authorized officer of Betterment or Betterment Securities. Betterment's failure to insist on strict compliance with the Sub-Advisory Agreement will not be deemed a waiver of Betterment's rights under the Sub-Advisory Agreement. Likewise, Betterment Securities' failure to insist on strict compliance with the Brokerage Agreement will not be deemed a waiver of Betterment Securities' rights under the Brokerage Agreement.
32. *Entire Agreements.* The parties hereby acknowledge and agree that these Common Provisions, together with the Sub-Advisory Agreement, Brokerage Agreement, and the other documents agreed to and delivered in connection with becoming and continuing to be a Client, constitutes the final understanding between the parties with respect to all matters contained herein. The parties further acknowledge and agree that, with the exception of the above-referenced Agreements, there are no prior or coexisting agreements different or distinct from those contained herein, and all such prior and coexisting agreements, if any, are merged herein.
33. *Successors and Assigns.* The Sub-Advisory Agreement will pass to the benefit of Betterment and its successors, assigns, and agents. The Brokerage Agreement will pass to the benefit of Betterment Securities and its successors, assigns, and agents. In addition, Client hereby agrees that the Sub-Advisory Agreement and Brokerage Agreement and all the terms hereof, will be binding on Client's heirs, executors, administrators, personal representatives, and any assigns permitted by the Betterment Entities.
34. *No Legal, Accounting, or Tax Advice.* Neither Betterment nor Betterment Securities will provide accounting or legal advice.

Client understands and agrees that Betterment and Betterment Securities will not notify or advise Client regarding, or act on Client's behalf in connection with, any legal proceedings (including bankruptcies and class actions) relating to Assets held or previously held in Client's Account.
35. *Headings.* The heading of each provision of the Sub-Advisory Agreement and Brokerage Agreement is for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
36. *Grant of Lien.* Client grants the Betterment Entities and their affiliates a lien, a continuing and perfected security interest in, and a right of set-off for the discharge of any fees, monies or other obligations owed to the Betterment Entities or any of their affiliates, whether now existing or arising upon and against all securities, deposits, credits, and other property in the possession, custody, safekeeping or control of the Betterment Entities, or any entity acting at their direction.

37. ARBITRATION AGREEMENT AND DISCLOSURE.

- a. ***Required Arbitration Disclosures.*** The Sub-Advisory Agreement and Brokerage Agreement each contain a predispute arbitration clause. By signing an arbitration agreement and class action waiver, the parties agree as follows:
- i. All parties to the Sub-Advisory Agreement and all parties to the Brokerage Agreement are giving up the right to sue each other in court, including the right to a trial by jury and the right to litigate on a class basis, except as provided by the rules of the arbitration forum in which a claim is filed. Nothing in the Agreements shall limit Client's right to initiate or participate in a class action lawsuit in a U.S. court to the extent that such a right may not be waived under any applicable FINRA rules.
 - ii. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
 - iii. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - iv. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
 - v. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
 - vi. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
 - vii. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this arbitration agreement.
- b. Client agrees to resolve by binding arbitration any controversy that may arise between Betterment or Betterment Securities and Client relating in any way to the Sub-Advisory Agreement; the Brokerage Agreement; Client's relationship with Betterment, Betterment Securities, and/or any affiliated entity; any Account held with Betterment or Betterment Securities; or any service provided by Betterment or Betterment Securities or their affiliates to Client. This arbitration agreement includes an agreement to resolve any controversy involving the performance, construction, or breach of the Sub-Advisory Agreement, the Brokerage Agreement, or any other written agreement between Betterment and Client or between Betterment Securities and Client.

- c. Any arbitration pursuant to this provision shall be conducted as follows:**
- i. Arbitration of any controversy arising between Betterment and Client shall be conducted before FINRA and in accordance with the arbitration rules and regulations then in effect at FINRA. Any party may initiate arbitration by filing a written claim with FINRA. If arbitration before FINRA is unavailable or impossible for any reason, then such arbitration will be conducted under the auspices of JAMS pursuant to its Arbitration Rules and Procedures.**
 - ii. Arbitration of any controversy arising between Betterment Securities and Client shall be conducted by, and according to the arbitration rules and regulations then in effect of, FINRA or any national securities exchange that provides a forum for the arbitration of disputes, provided that Betterment Securities is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchanges. Any dispute or claim involving a dollar amount in excess of \$50,000 will be before a panel of at least three arbitrators.**
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; (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 the Brokerage Agreement except to the extent stated herein.
- d. Any arbitration pursuant to the provision conducted under the auspices of JAMS shall be conducted by a retired judge who is experienced in resolving disputes regarding the Securities business. The parties agree that the arbitration shall apply the substantive law of New York to all state law claims, that limited discovery shall be conducted in accordance with JAMS's Arbitration Rules and Procedures, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with JAMS's Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law, or other written explanations of the reasons for the award. The parties understand that**

the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law.

- e. Federal and state statutes of limitation, repose, and/or other rules, laws, or regulations impose time limits for bringing claims in federal and state court actions and proceedings. The parties agree that all federal or state statutes of limitation, repose, and/or other rules, laws, or regulations imposing time limits that would apply in federal or state court, apply to any dispute, claim or controversy brought under these Agreements, and such time limits are hereby incorporated by reference. Therefore, to the extent that a dispute, claim, or controversy arises under these Agreements and would be barred by a statute of limitation, repose or other time limit, if brought in a federal or state court action or proceeding, the parties agree that such dispute, claim, or controversy shall be barred in an arbitration proceeding.
- f. Any award of the arbitrator or a majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, attorneys' fees or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.
- g. To the extent permitted by law, the parties to the Sub-Advisory Agreement and the parties to the Brokerage Agreement agree that each may assert claims against the other only in an individual capacity, and not as a class representative or class member in any putative class action, representative action, or class-wide arbitration. The parties agree that no individual claims in arbitration shall be consolidated or combined without the consent of all parties.
- h. This agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.
- i. Client agrees to the provisions described above and the following additional provisions, regardless of whether Client is or is not residing in the United States at the time a controversy arises between Betterment or Betterment Securities and Client:
 - i. Client agrees that any arbitration hearing will be held in New York, New York unless otherwise agreed between Betterment or Betterment Securities and Client in a signed writing or unless FINRA (or other self-regulatory organization administering the arbitration) designates another hearing location;

- ii. **Client agrees to the personal jurisdiction of the courts located in the State of New York, U.S.A, to interpret and enforce these arbitration provisions; and**
 - iii. **All arbitrations will be held in the English language, unless otherwise agreed to by the parties.**
- j. **Client makes this arbitration agreement on behalf of Client and Client's heirs, administrators, representatives, executors, successors, assigns, and together with all other persons claiming a legal or beneficial interest in a Client Account.**

BETTERMENT LLC SUB-ADVISORY AGREEMENT

THIS AGREEMENT WAS UPDATED ON APRIL 25, 2024. THE AMENDMENTS HEREIN ARE EFFECTIVE AS OF MAY 25, 2024.

CLIENT UNDERSTANDS THAT THIS SUB-ADVISORY AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY BETTERMENT AND THAT BETTERMENT WILL PROVIDE CLIENT WITH ADVANCE NOTICE OF MATERIAL CHANGES VIA EMAIL OR OTHER WRITTEN COMMUNICATION PURSUANT TO THE *AMENDMENT* SECTION OF THIS AGREEMENT. CLIENT UNDERSTANDS THAT BY AFFIRMATIVELY ACCEPTING THE AMENDMENT, OR BY NOT CLOSING AND/OR BY CONTINUING TO USE CLIENT'S ACCOUNT(S) AFTER THE EFFECTIVE DATE OR TIME OF THE AMENDMENT, CLIENT IS ACCEPTING THE TERMS OF THE REVISED SUB-ADVISORY AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.

Client has entered into an Advisor-Client Agreement that governs the relationship between Advisor and Client. Advisor and Client have decided to engage Betterment to provide sub-advisory investment services in connection with the Account pursuant to Betterment's investment management Program. Client is engaging Betterment solely to provide investment advisory services in connection with the Account, regardless of any other services Advisor may have separately agreed to provide to Client. Client desires that Advisor also have the authority and ability to provide certain services with respect to the Account, and, accordingly, requests that Betterment provide Advisor the ability for Advisor to do so through the Website.

1. *Introduction.* Client understands and agrees that, together with the Common Provisions, the terms and conditions of this Sub-Advisory Agreement govern all aspects of Client's relationship with Betterment, including all transactions between Betterment and Client and all products and services now or in the future offered through Betterment, beginning on the date Client begins receiving investment advisory services from Betterment.

AS SET FORTH IN THE ARBITRATION AGREEMENT AND DISCLOSURE INCLUDED AT SECTION 37, PAGE 25 OF THE COMMON PROVISIONS, THIS SUB-ADVISORY AGREEMENT INCLUDES AN ARBITRATION CLAUSE. BY ENTERING INTO THIS SUB-ADVISORY AGREEMENT, CLIENT ACKNOWLEDGES THAT THE PARTIES TO THIS SUB-ADVISORY AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO LITIGATE OR ARBITRATE ON A CLASS BASIS.

Particular features or portfolios may have additional disclosures provided in the Interface. Client agrees to review these disclosures before enabling the feature or electing the portfolio. Client agrees that Client's use of these features and services is within the scope of the Program and is subject to the terms of this Sub-Advisory Agreement. Betterment reserves the right to modify or terminate this Sub-Advisory Agreement at any time. Up-to-date information about the service contemplated by this

Sub-Advisory Agreement will be provided via the Website. Client agrees to consult the Sub-Advisory Agreement information on the Website regularly.

If Client is unwilling to be bound by the terms and conditions of this Sub-Advisory Agreement, Client will not submit an Application and/or participate in the Program. Betterment reserves the right to decline any Application or to terminate any Account at any time and for any reason, in its sole discretion.

2. *Scope of Services.*

By signing this Sub-Advisory Agreement, Client represents and warrants that Client and Advisor have entered into the Advisor-Client Agreement, and that Client desires – and has authority – to grant Advisor the rights contained in this Sub-Advisory Agreement that pertain to the Account. Client understands that Advisor and Betterment have entered into the Betterment-Advisor Agreement governing Advisor and Betterment’s relationship, and if applicable, an agreement for a Custom Portfolio as described in the *Custom Portfolio* provision.

General. Betterment offers investment advice primarily over the internet through the Website. This may be different from other investment advisory relationships with which Client is familiar. Clients can communicate primarily with their Advisor, but in the event Client wishes to communicate directly with Betterment, Client must be willing to receive investment advice over the internet and to communicate primarily with Betterment via electronic channels in order to use the services provided under this Sub-Advisory Agreement.

In deciding to engage Betterment and open the Account, Client and/or Advisor, on Client’s behalf, represents that Client and/or Advisor has determined Betterment’s sub-advisory services are appropriate for Client, taking into account all factors that Client and/or Advisor believes are relevant, including but not limited to the terms and conditions of the Program, Client’s interest in granting Betterment discretionary authority to manage Client’s Account (pursuant to the instructions provided by Client and/or Advisor), the costs and potential benefits of Betterment’s sub-advisory services as compared to other types of advisory account programs, such as non-discretionary account programs, and the costs and potential benefits of this Program as compared to traditional brokerage services, such as a commission-based brokerage account, trading activity, and Client’s level of investment experience. Client and/or Advisor, on Client’s behalf, represents that Client is aware of and is willing to assume risks involved with investing in the Assets pursuant to the Program.

Except as set forth in the *Custom Portfolios* and *Model Portfolios* provisions below, Betterment shall, subject to the supervision and oversight of the Advisor, and consistent with the Client’s investment objectives and Investment Strategy, manage the investment and reinvestment of Assets in the Account, including the purchase and sale of any Products. If Client and/or Advisor elects a Custom Portfolio, Client authorizes Betterment

to buy, sell, and otherwise effect investment transactions in the name of the Account in accordance with the parameters specified by Advisor in the Custom Portfolio.

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

The advice and other services provided by Betterment through the Program will be based solely on information Client and/or Advisor provides via the Interface in response to the requests Betterment makes solely via the Interface. Betterment relies on information provided by Client and/or Advisor and cannot be held responsible for (i) any recommendations based on inaccurate or incomplete information or (ii) modifications Client and/or Advisor makes to a goal or strategy that cause the Client's investment direction to differ from Betterment's advice. Inaccurate or incomplete information includes, but is not limited to, information that was once accurate or complete but becomes inaccurate or incomplete due to changes in Client's circumstances. Client acknowledges that if Client and/or Advisor provides false, inaccurate, or incomplete information to Betterment, or fails to update previously provided information that is no longer accurate or complete based on changes in Client's circumstances, the advice provided as part of the Program may not match Client's investment needs. Client further acknowledges that any advice provided through the Program will generally not be based on any assets or liabilities held outside of the Account, except as specifically disclosed in the Interface or otherwise. Client agrees that if a material change occurs to Client's goals, financial circumstances, or investment objectives, or Client wishes to impose or modify reasonable restrictions on the management of the Account, Client and/or Advisor, on Client's behalf, will promptly update Client's information on the Website or mobile application.

Client understands and agrees that the Account's composition and performance may be different for a variety of reasons from those of the Investment Strategy. These reasons include adjustments to the Allocation and rebalancing that may occur (a) when the Account is established and the initial Product(s) are purchased; (b) when Client contributes additional capital to Client's Account; (c) when Client revises the information and preferences Client provides to Betterment; (d) when the Wrap Fee (as defined below) is charged and paid; (e) when the market value of the Products fluctuates; (f) when dividends from the Products, if any, are reinvested; (g) hardware or software malfunction, failure, or unavailability; and/or (h) when Betterment adjusts its investment methodology or the mix of Products offered.

Customer Support. Betterment provides customer support over the telephone and internet for the purposes of technical support, but such support is educational in nature only.

Synced Accounts. Betterment provides voluntary financial account aggregation services via the Interface. Client understands that Betterment's automated data aggregation services may utilize a third-party service provider to transmit Client's personal and Account information. If Client elects to use such services, Client agrees to hold Betterment harmless from losses of any kind that may result from any third-party service provider's use, misuse, or loss of Client's personal information and Account Information. Subject to the exceptions described in the *Limitation* section below, Betterment assumes no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, loss of user data, communications, or personalization settings. Client further agrees to hold Betterment harmless from losses of any kind that may result from Betterment sending Client's personal data to third parties at Client's request.

Products. Client understands that the Products available for inclusion in the Program and the Account are determined by Betterment in its sole discretion, and Betterment may change the Products available for inclusion in the Program and the Account from time to time without notice to or consent from Client.

System Updates. Client understands that, when Betterment makes changes to its online applications, not all Clients may see such changes at the same time. Client also understands that there will typically be different services and tools available to Client depending on the means by which Clients interact with Betterment over the internet.

Power of Attorney. Client appoints Betterment to manage the Account on a discretionary basis and act as Client's attorney-in-fact with limited power and authority for Client and on Client's behalf to buy, sell, and otherwise effect investment transactions in the name of the Account. Betterment shall manage the Account by issuing trading instructions to Betterment Securities to cause the Account to purchase and sell Products. If Client elects to participate in Betterment Cash Reserve, Client further authorizes Betterment, on a discretionary basis, to direct Betterment Securities as to the allocation of Client funds among Program Banks. Client further acknowledges and agrees that Client authorizes Betterment, as Client's fiduciary, to accept delivery of trade confirmations and prospectuses from Betterment Securities on behalf of Client.

Advisor Access. As a condition of participating in the Program, and subject to limitation by the terms of the Advisor Agreements or the Advisor Privacy Policy, as amended from time to time, Client grants Advisor the authority to view, receive, access, provide instructions, and modify Client's Account information in all communications mediums Betterment offers and also the authority to modify the Client's investment preferences, objectives and Investment Strategy, through the Interface pursuant to Advisor's relationship with Client (memorialized in the Advisor-Client Agreement). In accordance with the Betterment Privacy Policy, Client also grants Advisor the authority to view,

receive, and access Client's Synced Account information, Betterment Checking Account information, and/or Betterment health savings account ("HSA") information, but Advisor will not have the ability to provide instructions for, or modify, such accounts. Betterment shall provide Advisor with the ability through the Website to do the foregoing. Except as authorized in the attached Advised Client Funds Transfer Authorization, Advisor may not initiate withdrawals or deposits of funds in an Account, Synced Account, Betterment Checking Account, or Betterment 401(k) Account, establish any sources of funding for or destinations for withdrawals from an Account, Synced Account, Betterment Checking Account, or Betterment 401(k) Account, and will not have authority to establish a new Account, Betterment Checking Account, or Betterment 401(k) Account on Client's behalf. Notwithstanding the foregoing, Client acknowledges and agrees that Advisor may invite Client to open a new Account, may create new Sub-Accounts in open Accounts by identifying additional financial goals, and/or may link new Synced Accounts through the Website.

Dividend Reinvestment. To participate in the Program, Client agrees to have dividends in Client's portfolio automatically reinvested in accordance with Client's Investment Strategy. Client understands and agrees that dividends are not reinvested immediately after they are paid, and that Betterment will not be liable for any missed market gains between the time a dividend is paid and the time it is reinvested.

Tax Loss Harvesting; Tax-Coordinated Portfolio. Betterment offers optional tax loss harvesting ("TLH+") and automated asset location ("Tax-Coordinated Portfolio") services. Client should carefully read Betterment's disclosures for each of these services, and the documents linked therein, before enabling them. Client understands and agrees that Betterment makes no guarantees regarding the frequency and/or timing of tax loss harvests, and neither Betterment nor Betterment Securities shall be liable for any Losses arising out of the failure to harvest a particular loss at a particular time.

Trading. Client understands and agrees that Client will receive the price at which such orders are executed in the marketplace. Instability in financial markets may expose Client to greater market, liquidity, and execution risk, including extreme bid-ask spreads, acute price dislocation, and incomplete execution.

Tax and Rollover Advice. Any tax information provided by Betterment is not a substitute for the advice of a qualified tax advisor. Client should consult a third-party tax advisor to discuss tax-related concerns. Betterment's communications to Client about rollovers, including any comparisons of Betterment's services to services available elsewhere, are intended to provide Client with general information that may be useful to Client's own investment decisions. This general information does not address the details of Client's personal situation, and it is not intended to be an individualized recommendation that Client take any particular action.

3. *Custom Portfolios.* Advisor may (in the Advisor Agreements or a separate agreement not contained herein) contract with Betterment to provide some or all Clients with a "Custom Portfolio," which consists of a set or multiple sets of Products, asset class

assignments, asset allocations and capital markets assumptions that differ from the Products, asset class assignments, asset allocations and assumptions Betterment selects based on Betterment's investment methodology. For each goal for which Advisor elects a Custom Portfolio, Betterment's advice features, including the investment and reinvestment of assets in the Account, are based on Advisor's parameters rather than Betterment's investment methodology. Client understands that Advisor, and not Betterment, is responsible for informing Clients who are placed in a Custom Portfolio of the fact of that placement and of the following modifications to the services set forth elsewhere in this Sub-Advisory Agreement. Except as explicitly modified by this Section, all provisions of this Sub-Advisory Agreement will remain in effect with respect to such Clients.

For any Client with one or more Goals for which a Custom Portfolio has been elected, Advisor, and not Betterment, shall be responsible for managing Client's Account on the basis of Client's financial situation and investment objectives with respect to those Goals. Client acknowledges and agrees that Betterment will not evaluate whether Advisor's Custom Portfolio is suitable for Client's individual investment objectives. Client acknowledges and agrees that Advisor, and not Betterment, is responsible for monitoring Client's Account on an ongoing basis and for informing Client of any specific limitations of Betterment's advice features caused by the election of a Custom Portfolio.

Client understands that certain features of the Interface, including but not limited to the "advice" tab and the "portfolio allocation" slider, may not work in conjunction with certain Custom Portfolios. Client further understands that in a Custom Portfolio, certain features of the Interface may be limited based on Advisor's selection of Products, asset classes, asset allocations and capital markets assumptions. Clients should discuss any limitations of the Custom Portfolio with their Advisor.

Additionally, the Betterment Entities are not liable for any loss arising out of (i) Advisor's selection of a Custom Portfolio (as described below), (ii) Advisor's determination of whether a Custom Portfolio is suitable for a Client's individual investment objectives, (iii) any actions that Advisor takes, or fails to take, in connection with the management of a Custom Portfolio, or (iv) any action that the Betterment Entities or their affiliates takes or fails to take in connection with a Custom Portfolio, including but not limited to any loss arising from the Betterment Entities' inability to obtain favorable execution for Clients who are placed in a Custom Portfolio.

4. *Model Portfolios.* Client acknowledges that Betterment may make available certain model investment portfolios (each, a "Model Portfolio") developed by third-party providers (each, a "Model Portfolio Provider") to provide Advisor and Clients with Products and/or allocations that differ from the Products and/or allocations Betterment includes within Betterment Constructed Portfolios. If instructed by Advisor in accordance with the Advisor Agreements, Betterment will invest Client's assets in a Model Portfolio. Betterment will allocate Client's Accounts in accordance with the parameters specified by the Model Portfolio selected by the Advisor on the Client's

behalf. Client's ability to adjust the allocations or risk tolerances within a Model Portfolio, to the extent permitted, will be governed by the Advisor Agreements. With respect to a Client in a Model Portfolio, Advisor, and not Betterment, shall be responsible for managing Client's Account on the basis of Client's financial situation and investment objectives. Neither Betterment nor any Model Portfolio Provider shall be liable for any loss arising out of Advisor's selection of a Model Portfolio or any actions that Advisor takes, or fails to take, in connection with the management of a Client's Account.

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

5. *Investment Strategy and Allocation Changes.* Client and/or Advisor may only make one Investment Strategy or Allocation change during Market Hours of each Business Day, pursuant to laws and rules governing Day Trading activities (as defined in the Brokerage Agreement). Client understands and agrees that when Client or Advisor has already made an Investment Strategy or Allocation change during the Betterment Trading Hours on a given Business Day, Betterment may elect to treat Client's or Advisor's attempts to make subsequent Investment Strategy or Allocation changes during Betterment Trading Hours on that day as instructions entered outside Betterment Trading Hours and process them the next day or Betterment may elect to refuse Client's or Advisor's instruction. Unless expressly modified by the terms of the Advisor Agreements, Client represents and warrants that Client shall consult with Advisor about an Allocation change instruction before Client makes any Allocation change instruction.
6. *Order Handling.* Betterment may, but is not required to, aggregate orders for the sale or purchase of securities for the Account with orders for the same security for other Betterment clients, including its employees and their related persons, and for

Betterment's own account with Betterment Securities. In such cases, each account will be charged or credited with the average price per unit.

7. *Compensation.* Client will be charged a single Wrap Fee for services provided through the Program (the "Wrap Fee"). The Wrap Fee is set forth in the Fee Schedule (below) and is incorporated by reference. Client and Advisor shall contract in the Advisor-Client Agreement with respect to Advisor's fees (the "Advisor Fee"), which are in addition to, and not in lieu of, the Wrap Fee. Betterment shall make the total of the Wrap Fee and Advisor Fee available in the Interface. Client understands that the Advisor Fee may include one-time fees, which Advisor must communicate to Betterment. Client understands and agrees that Advisor, and not Betterment, is responsible for ensuring that the amount of the Advisor Fee is correct, and for communicating with Client regarding the Advisor Fee.

Except as disclosed by Advisor to Client in connection with promoter activities on behalf of Betterment, Betterment does not compensate Advisor for services provided to the Account. Unless Betterment provides additional services to Client (such as Crypto Sub-Advisory Services and related Crypto Fee, described in the Crypto Addendum) or otherwise agrees with Client, the only compensation Betterment receives from Client in connection with the Account is the Wrap Fee. In consideration for services provided by Betterment to Advisor, Betterment may also receive certain one-time and/or ongoing fees from Advisor (the "Technology Fees"), which Betterment may waive, reduce, or increase in its sole discretion. Any such Technology Fees are payable solely by Advisor and shall not be debited from any Client Account. Betterment may also agree to provide certain additional services to Advisor for a negotiated fee, which shall be payable solely by Advisor and shall not be debited from any Client Account.

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

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

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

All members of a Household will be subject to the same Wrap Fee..

Client authorizes Betterment to deduct charges, including the Wrap Fee and Advisor Fee, directly from the Account or applicable Sub-Account. Client understands and agrees that transactions related to the funding of current charges will be conducted in accordance with the *Wrap Fee Payment* Section herein. Payment of the Wrap Fee and Advisor Fee will be reflected on Client's periodic statements.

Client will also incur the fees embedded in the Products purchased on Client's behalf in connection with the Program. Betterment does not earn or receive such fees embedded in the Products.

Crypto Fees charged by Betterment are described in the Crypto Addendum.

8. *Wrap Fee and Advisor Fee Payment.* Upon the dates that the Wrap Fee and Advisor Fee are due, Betterment may order the sale of Products held in the Account, in Betterment's discretion, in amounts necessary to fund current fees that are due and payable. Betterment may do the same for fees for special requests and certain irregular services. Any incidental excess proceeds which result from a Wrap Fee or Advisor Fee-related sale will be applied as soon as is practical to purchase additional shares of Products in amounts that will cause, as determined by Betterment, the Account to equal, or approximate as closely as possible, the Allocation.
9. *Deposits and Minimums.* There is no minimum account size to receive Betterment's sub-advisory services. At any time, Client and/or Advisor may enter instructions with Betterment to make cash deposits to Client's Account(s) from a Linked Checking Account or withdrawals from the Account(s) to a Linked Checking Account by taking appropriate action within the Interface.

Client acknowledges and agrees that transfers to or from a Crypto Account held at Gemini (as defined in the Crypto Addendum) are governed by the Crypto Addendum, the Gemini User Agreement (as defined in the Crypto Addendum), and if applicable, the Brokerage Agreement.

10. *Proxies.* Client delegates to Betterment the authority to receive and vote all proxies and related materials for any security held in the Account, and Betterment agrees to vote on matters in a way that is reasonably expected to ensure that proxy matters are conducted in the best interest of clients. Client also delegates to Betterment the authority to vote on other corporate actions, like tender offers, which do not require a proxy or are not solicited via proxy. Client may request information regarding how Betterment voted a Client's proxies, and a copy of Betterment's proxy policies and procedures by emailing support@betterment.com. Client acknowledges and agrees that Betterment will vote only on proxies and respond to corporate actions associated with securities that Betterment currently selects for Betterment Constructed Portfolios and will abstain from

voting on other securities, including but not limited to those securities only present in third-party portfolios, Advisor Custom Portfolios, or securities transferred to Betterment via ACATS that are not already supported in a Betterment Constructed Portfolio. If a security is present in both Betterment Constructed Portfolios and third-party portfolios, Custom Portfolios, or transferred via ACATS, it is considered a recommended security and Betterment will vote on proxies associated with that security in all portfolios in which it is held. Client acknowledges and agrees that Betterment is not responsible for voting proxies or participating in corporate actions for any security until the security is in the possession and control of Betterment Securities.

11. *Transfer of Assets.* Client and/or Advisor, on Client's behalf, may request transfer of Assets to a broker-dealer other than Betterment Securities by submitting a request to the receiving firm of the outgoing transfer request (which will communicate such request to Betterment), or to Betterment in a form determined by Betterment Securities, as applicable. Betterment has sole discretion to select tax lots in the event of an in-kind transfer request and to select shares to liquidate to satisfy any fees accrued under this Sub-Advisory Agreement as well as any transfer fees due under the Brokerage Agreement.

Client understands and agrees that if the Assets Client is transferring are part of a Tax-Coordinated Portfolio, an outbound transfer may lead to rebalancing in any taxable Accounts that are part of the Tax-Coordinated Portfolio and remain at Betterment, which may result in the realization of taxable gains. Betterment shall not be liable for any Losses caused by the liquidation of Assets pursuant to this Section, including but not limited to any tax liabilities.

Client understands and agrees that any dividends paid after the initial transfer of Client's Assets will be automatically reinvested consistent with the Dividend Reinvestment provision of this Sub-Advisory Agreement. Rebalancing transactions may occur if residual Assets remain in Client's Account unless Client and/or Advisor has requested, and Betterment has confirmed, that rebalancing is disabled in Client's Account(s). Client understands and agrees that rebalancing transactions may result in the purchase and/or sale of securities in accordance with Client's Investment Strategy.

Client's Account will remain open following a full Account transfer unless Client closes Client's Account as such action is provided within the Interface. If Client's Account remains open with a balance following an outbound transfer, Betterment will charge its Wrap Fee on any remaining balance.

12. *Disclosure Statement.* Client hereby acknowledges receipt of a copy of Betterment's Form ADV Part 2A Advisory Brochure and Wrap Fee Appendix Brochure are available at www.betterment.com/adv, Form CRS available at www.betterment.com/legal/form-crs, and the Betterment Privacy Policy available at www.betterment.com/security/privacy-policy.

13. *Limitation.* Betterment will be responsible for Losses arising from or related to any Account only if the Losses are caused by Betterment breaching its fiduciary duty, which would include circumstances where Betterment acted negligently or recklessly or engaged in willful misconduct, or violating applicable law. Client understands and agrees that, except as described above, Client is responsible for Losses arising from or related to Client's Account, and that Betterment and its respective officers and employees shall not be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in managing Client's Account or providing any of the services contemplated under this Sub-Advisory Agreement. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws.
14. *Amendment.* Subject to the Betterment-Advisor Agreement, Betterment may amend this Sub-Advisory Agreement, including the Common Provisions, by modifying or rescinding any of its existing provisions or by adding new provisions. Betterment agrees to notify Client in advance of the effective date of any amendments to the Sub-Advisory Agreement that materially affect Client's existing relationship with Betterment. All material amendments shall be communicated by Betterment emailing a written notice or by other written communication, which may be electronic. Amendments shall be effective as of the date specified by Betterment, or such time as Client affirmatively accepts the amendment, if earlier. Client understands that by not closing and/or continuing to use Client's Account(s) after the effective date or time of any amendment to the Sub-Advisory Agreement, Client agrees to such amendment.
15. *No Assignment.* Betterment may not assign its rights and duties under this Sub-Advisory Agreement to any of its successors, subsidiaries, affiliates, or any other entity without obtaining Client's consent. Client will be deemed to have consented to Betterment assigning its rights and duties under this Sub-Advisory Agreement if after receiving adequate written electronic notice of a proposed assignment Client does not serve notice of objection to Betterment. Client may not assign the rights and obligations under this Sub-Advisory Agreement without first obtaining the prior written consent of Betterment. Any purported assignment in violation of this Sub-Advisory Agreement will be void.

AGREEMENT

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THE SUB-ADVISORY AGREEMENT AND BROKERAGE AGREEMENT, INCLUDING THE ARBITRATION CLAUSE AND CLASS ACTION WAIVER LOCATED AT SECTION 37 OF THE COMMON PROVISIONS.

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

This Sub-Advisory Agreement shall be dated as of the time Client enters Client's electronic signature or selects the option on the Website to confirm their agreement.

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

Approval of an authorized Betterment representative is hereby incorporated by reference into fields captured in the Interface.

BETTERMENT LLC SUB-ADVISORY AGREEMENT WRAP FEE SCHEDULE

The Wrap Fee, charged in accordance with the *Compensation* provision of the Sub-Advisory Agreement, shall be an annualized fee applied to the assets in Client's Account, as well as any other Accounts that Client has designated as part of Client's Household, once a calendar quarter or calendar month, as determined by Advisor (each a "Wrap Fee Period") and in accordance with the fee schedule applicable to Advisor's Clients:

- Standard Fee: The Wrap Fee generally ranges from 0.12% per annum to 0.20% per annum, determined based on the aggregate balance of all of Advisor's Client Accounts at Betterment (not including funds held in Betterment Cash Reserve and not including Crypto Accounts); or
- Flat Fee: The Wrap Fee is generally equal to 0.25% or 0.30%, depending on the Client's Advisor, per annum on the first \$2 million of the Client's Household average daily Account balance during the Wrap Fee Period, and 0.15% per annum on any portion of the Client's Household average daily Account balance above \$2 million during the Wrap Fee Period (the "Discount").

For example, if a Client holds \$2,500,000 in the Account, the Account would be charged 0.25% on the first \$2 million of assets and 0.15% on the additional \$500,000. If a Client also has a Betterment 401(k) Account, the balance of that account is not included in Client's balance for purposes of calculating which assets are eligible for the Discount. In addition, any funds held in Betterment Cash Reserve or in a "Transitory Account" created for the purpose of holding securities that are not included in the Betterment portfolios, are not included in calculating which assets are eligible for the Discount.

The Wrap Fee applicable to Client will be disclosed to Client in the Interface and by Advisor before Client opens an Account. Betterment waives the Wrap Fee on Account balances held in Betterment Cash Reserve. Accounts are not charged a fee when they are unfunded. The Wrap Fee is subject to waiver, reduction, or variation by Betterment in its sole discretion. For example, certain Advisors have agreements that entitle their Clients to pricing that is different than the Wrap Fee set forth herein.

Wrap Fee payments will be due on the last Business Day of the Wrap Fee Period. On the last business day of the Wrap Fee Period, Betterment instructs Betterment Securities to sell securities in an amount that will generate cash proceeds to satisfy a client's fee obligation. If a Client's account exclusively consists of mutual funds, due to small price fluctuations in mutual funds that may occur on the last Business Day of the Wrap Fee Period, Betterment will accrue any fees over- or under-assessed and apply the difference to adjust the Wrap Fee for the immediately following Wrap Fee Period.

Payments will also be due (a) immediately upon notice provided by either party of intent to terminate this Sub-Advisory Agreement, and (b) on any day that an instruction from Betterment to Betterment Securities (including but not limited to actions that Client and/or Advisor initiates in the Interface) results in the sale of all securities in the Account or applicable Sub-Account at

that time. Upon such an occurrence, Betterment will liquidate all holdings of the Account, deduct fees due from the Account, and disburse the remaining proceeds.

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

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

GSAM MODEL PORTFOLIOS TERMS AND CONDITIONS

Clients may choose to elect certain Goldman Sachs model portfolios, the Smart Beta portfolio and the Tax-Smart Bonds portfolio (together, the “GSAM Model Portfolios”), as the Investment Strategy for a goal. The GSAM Model Portfolios are designed and managed by Goldman Sachs Asset Management, L.P. (“GSAM”). Clients who elect a GSAM Model Portfolio agree to the following terms and conditions.

1. GSAM is providing non-discretionary investment advice solely to Betterment and solely in the form of GSAM Model Portfolios at different Allocations, and not investment research.
2. Betterment may, from time to time, utilize one or more GSAM Model Portfolios prepared by GSAM.
3. To the fullest extent permitted by law, Client will have no recourse against GSAM in connection with Betterment’s use of such GSAM Model Portfolios for Client’s account.
4. Client is not relying on GSAM, including for any investment advice, and GSAM is not providing Investment, tax, or financial advice to the Client.
5. GSAM has no obligation to, and does not intend to, take into account the tax status, investment goals, or other characteristics of any individual Client when compiling the GSAM Model Portfolios.
6. Betterment, not GSAM, is responsible for monitoring wash sales and any other potential loss disallowance as a result of disposition of a security in a Client’s portfolio;
7. GSAM is not acting as a fiduciary to Client and has no fiduciary or other relationship with Client, and, to the fullest extent permitted by applicable law, shall have no liability to Client in relation to the GSAM Model Portfolios.
8. Client shall not use any “Goldman Sachs” Mark in any manner or for any purpose.
9. Client agrees to maintain the Confidential Information of GSAM as provided below.
 - a. Client acknowledges that it may have access to confidential and proprietary information of GSAM (“confidential information”). By way of illustration but not of limitation, confidential information includes the Smart Beta portfolios and the recommendations implicit therein, trade secrets, data, know-how, accounting data, statistical data, financial data or projections, forecasts, business practices or policies, research projects, reports, development, and marketing plans, strategies or other business information that is not generally known or available to the public. The term confidential information does not include information that (i) is or becomes generally available to the public other than as a result of improper disclosure; (ii) was rightfully available on a non-confidential basis before its disclosure; (iii) is independently developed by a party without access to the

confidential information; or (iv) becomes available on a non-confidential basis from a source other than GSAM, provided that such source is not prohibited from transmitting the information by a contractual, legal, or fiduciary obligation.

- b. Except to the extent necessary to perform its obligations under this Agreement or as otherwise expressly permitted under this Agreement, neither Client nor GSAM may disclose or use any of the other party's confidential information in its possession or control. Each party will limit the disclosure of the other party's confidential information to those of its employees and/or agents with a need to know such confidential information for purposes of these terms and conditions. Each party will use reasonable care to prevent its employees and/or agents from violating the foregoing restrictions. Without limiting the foregoing, Client specifically agrees not to transmit, disseminate, or otherwise communicate to any third party (including service providers) any GSAM Model Portfolio information or related information without the specific and advance written approval of GSAM. Notwithstanding the above, confidential information may be disclosed to the extent required by law or by an order or decree of any court or other governmental authority.

- 10. GSAM shall be an intended third-party beneficiary of the acknowledgements and agreements set forth in these terms and conditions.

**CRYPTO SUB-ADVISORY SERVICES ADDENDUM
(CRYPTO SUB-ADVISORY SERVICES ONLY)**

This Crypto Sub-Advisory Services Addendum (the “Crypto Addendum”) to the Betterment LLC Sub-Advisory Agreement (the “Sub-Advisory Agreement”) is hereby entered into by Betterment LLC (“Betterment”) and Client with respect to any crypto account (a “Crypto Account”) held by Client with Gemini (as defined below) to which Betterment provides crypto investment advisory services, presently or at any time in the future. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Sub-Advisory Agreement. Client understands and agrees that the Gemini User Agreement (defined below) governs Client’s relationship with Gemini and the services provided by Gemini to Client, imposes important limitations on the circumstances and degree of Gemini’s liability, and contains information on Client’s and Gemini’s rights and obligations associated with those services.

1. *Acceptance and Authorization.* This Crypto Addendum modifies and supplements the Sub-Advisory Agreement as applied to Client’s receipt of Crypto Sub-Advisory Services (as defined below). Specific provisions concerning Crypto Sub-Advisory Services, Crypto custody and trading services, and Crypto Fees for Crypto Sub-Advisory Services are set forth below in this Crypto Addendum, and incorporated provisions from the Sub-Advisory Agreement are described in Section 9 (Sub-Advisory Agreement Incorporation). The Crypto Addendum does not modify the Sub-Advisory Agreement with respect to Betterment’s services other than Crypto Sub-Advisory Services. To receive Crypto Sub-Advisory Services Client must acknowledge and accept the terms of both the Sub-Advisory Agreement and this Crypto Addendum.
2. *Definitions.* Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Sub-Advisory Agreement.
 - a. **Crypto.** Cryptocurrency, coins, tokens, smart contracts, and any other digital assets.
 - b. **Crypto Account.** The account held in Client’s name at Gemini containing Crypto and fiat assets, for which Betterment provides Crypto Sub-Advisory Services.
 - c. **Crypto Sub-Advisory Services.** The discretionary investment advisory services relating to the management of Client’s Crypto Account provided by Betterment to Client primarily over the internet through the Website and Interface.
 - d. **Crypto Sub-Advisory Client.** A Client receiving Crypto Sub-Advisory Services.
 - e. **Crypto Portfolios.** The portfolios of Crypto and fiat assets described in Section 3(b) that are constructed and managed by Betterment.

- f. **Gemini.** Gemini Trust Company, LLC, a New York state registered trust company
 - g. **Gemini User Agreement.** The terms and conditions that Client must agree to in order to open a Crypto Account with Gemini, available at www.gemini.com/legal/user-agreement#section-welcome-to-gemini.
3. *Crypto Sub-Advisory Services.* Client is engaging Betterment to provide certain Crypto investment advisory services with respect to Client’s Crypto Account.
- a. *Discretionary Advice.* Participating in Crypto Sub-Advisory Services is completely voluntary and at Client’s option. Betterment’s Crypto Sub-Advisory Services are provided based on the information Client provides to Betterment via the Interface. Guidance and discretionary management provided as part of the Crypto Sub-Advisory Services generally do not incorporate non-Crypto assets or accounts, whether held at Betterment or otherwise. Client does receive general guidance through the Interface to consult with their Advisor to determine the appropriate amount of investment in Crypto. Client understands that Client and/or Advisor is responsible for monitoring the relative portion of Crypto to Client’s total investable assets, some of which will not be known to Betterment. By electing to receive Crypto Sub-Advisory Services and entering into this Addendum, Client understands and acknowledges that Crypto is highly volatile and investing in Crypto is only appropriate for investors willing to bear the risk of potential loss.
 - b. *Crypto Portfolios.* In order to receive Crypto Sub-Advisory Services, Client and/or Advisors, on Client’s behalf, selects from one of several portfolios composed of Crypto and fiat currency that are constructed and managed by Betterment (“Crypto Portfolios”). Betterment constructs Crypto Portfolios by selecting specific Crypto assets for inclusion in the portfolio and assigning each Crypto Portfolio a target allocation of crypto assets (“Crypto Allocation”). Client acknowledges and agrees that Betterment may make modifications to the composition of Crypto Portfolios in its discretion without notice, including to add or remove one or more Crypto assets, or change the relative Crypto Allocation of each asset in the Crypto Portfolio. Client further acknowledges and agrees that Betterment reserves the right, in its discretion, to choose to no longer offer a particular Crypto Portfolio or support a collection of Crypto assets, and may, with notice to Client, transition Client’s Crypto Account to a Crypto Portfolio that Betterment continues to support. Client acknowledges and agrees that Betterment may also make changes to the screening criteria it considers relevant for the inclusion of Crypto assets in Crypto Portfolios. Client and/or Advisor may instruct Betterment that a particular Crypto asset should be excluded from their Crypto Portfolio in the Interface, which will trigger rebalancing transactions in the remainder of the Crypto Portfolio. Rebalancing transactions may have tax consequences, which Client acknowledges and accepts. Betterment will

incorporate such exclusions into the management of Client's Crypto Portfolio, but Client understands and accepts that such restrictions may cause Client's individual Crypto holdings to diverge from the targeted Crypto Allocation, may concentrate their holdings, and can limit the ability for rebalancing to reduce drift in the Crypto Portfolio, as described in Section 3(d). Crypto Portfolios also include a U.S. dollar cash allocation, held in Client's account with Gemini, which helps manage liquidity constraints and is used as the source for Betterment's annualized Crypto Fee (defined below). Cash held at Gemini, and cash in transit to and from Gemini, is not subject to FDIC insurance or SIPC protections (see Section 4(c) below).

- c. *Discretion and Power of Attorney.* Subject to the supervision and oversight of the Advisor, Crypto Accounts are managed by Betterment on a discretionary basis. Pursuant to the Sub-Advisory Agreement and this Crypto Addendum, Client appoints Betterment as its agent to manage the Crypto Account on a discretionary basis and act as Client's attorney-in-fact with limited power and authority for Client and on Client's behalf to buy, sell, and otherwise effect transactions (including trades in Crypto assets and cash transactions) in the name of Client in the Crypto Account and Client's Brokerage Account. This authorization to Betterment includes, but is not limited to, (i) issuing trading instructions to Gemini to cause the Crypto Account to purchase and sell Crypto assets and/or fiat currency, and (ii) issuing cash transfer instructions to Betterment Securities, consistent with Client's Brokerage Agreement, to deposit, withdraw, or transfer Client funds (cash) to or from Gemini.
- d. *Portfolio Management.* Betterment initiates trades in response to Client and/or Advisor actions, including deposits, withdrawals, and changes in a Crypto Allocation, as well as to rebalance Client's Crypto Portfolio in response to market movements or to reflect a Betterment-initiated change to a target Crypto Allocation for a Crypto Portfolio. Betterment will generally seek to rebalance a Client's Crypto Portfolio so that, in the face of fluctuating prices, it remains within a range of the target Crypto Allocation. Rebalancing will not take place where potential trades are below Gemini's minimum order sizes for trades on its exchange. Gemini's minimum order sizes fluctuate based on market conditions, and can increase or decrease month to month. Subject to the foregoing constraints, Betterment will generally seek to rebalance when market movements cause a Crypto Portfolio to drift outside of certain tolerance parameters from the target Crypto Allocation, and when Betterment's rebalancing algorithm can identify sufficient rebalancing opportunities (i.e. trades) to reduce drift, even if drift cannot be fully eliminated. The tolerance parameters Betterment uses to rebalance Crypto Accounts may change over time and are different from the parameters used in its Wrap Fee Program. Notwithstanding these general rebalancing objectives, Client understands and accepts that Betterment may be limited in its ability to rebalance Client's Crypto

Portfolio if Client has elected to exclude certain Crypto assets from their Crypto Portfolio, if there are liquidity constraints at Gemini, if Gemini takes certain actions to freeze, suspend trading, or delist a Crypto asset, or other market-related factors. Client understands and agrees that rebalancing transactions may have tax consequences, and that such consequences are not incorporated into Betterment's rebalancing parameters. Client further understands that rebalancing cannot be disabled for a Crypto Portfolio.

- e. *Voting Rights; Forks; Airdrops.* Betterment will not accept any authority to exercise any rights associated with any Crypto asset. Client will not be able to receive the benefits of the governance or voting protocols of the Crypto assets they hold in their Crypto Account. Client further understands and agrees that Gemini has sole discretion to decide whether or not to support Crypto "forks" (when a Crypto asset network splits into two or more versions) or Crypto "airdrops" (when a network elects to distribute additional assets), but Gemini does not currently make any representations regarding the availability of this capability. Client understands and agrees that Client may not benefit from Crypto assets provided through airdrops, and that Crypto assets subject to forks may be rendered illiquid or of little or no value. Client further understands and agrees that Client may not benefit from any staking, lending or other functionalities that may be available to other customers of Gemini or to investors that hold Crypto assets directly. Please refer to the Gemini User Agreement for more information about the limitations associated with your Crypto Account.
- f. *Risks associated with Crypto.* Client understands and acknowledges that Crypto assets represent a speculative investment and involve a high degree of risk. Supply is determined by a computer code, not by a central bank, and prices can be extremely volatile. Crypto asset exchanges have been closed due to fraud, failure, security breaches, and for legal and regulatory reasons. Client assets held on an exchange that shuts down may be lost. In the event trading of a Crypto asset is suspended, frozen, or delisted from Gemini's exchange for regulatory or other reasons, the Crypto asset subject to such action may be rendered illiquid or of little or no value. Except for a breach of fiduciary duty or violation of applicable law, Client understands and acknowledges that Betterment is not liable for any Losses caused by a Crypto asset that is suspended, frozen, delisted, or subject to any other events that cause its market value to decline. Client hereby agrees to carefully read such disclosures, including as updates may be communicated by Betterment from time to time.
- g. *Dollar-based Transactions and Fractional Crypto Assets.* Client understands that Betterment may report holdings and transactions in Client's Crypto Account in terms of either U.S. Dollars or Crypto assets. As a consequence of dollar-based transactions, Client will hold fractional interests in Crypto assets. Client understands and accepts that fractions of crypto assets in their Crypto Portfolios

may be illiquid based on Gemini minimum order value sizes, market conditions, regulatory reasons, or other events, and thus not available for withdrawal and illiquid outside of Betterment's offering or transferable to another account.

- h. *Cash Transfers.* All transfers to or from a Crypto Account will be in the form of cash, and no in-kind transfers of Crypto Assets are available. Deposit requests are subject to standard processing delays if conducted in cash via ACH transaction, as described in the *Deposits and Withdrawals to the Account* section of the Common Provisions. Withdrawal requests will typically be processed within 5 business days, subject to regulatory and other constraints, including processing by Gemini, and Betterment does not guarantee the timing or availability of funds.
 - i. *No In-Kind Crypto Asset Transfers.* Betterment currently does not support deposits or withdrawals of Crypto assets in-kind. Client acknowledges and agrees that Client is unable to deposit or withdraw Crypto assets in-kind from a Crypto Account, and is willing to bear the risk of any market fluctuations or tax consequences arising from the need to liquidate Crypto assets and make a withdrawal in cash rather than in-kind. Additionally, Except for a breach of fiduciary duty or violation of applicable law, Client understands and accepts that Betterment is not responsible for Crypto assets that may be rendered illiquid based on market conditions, or Gemini's operational constraints or decisions, including but not limited to those set forth in Section 3(e) and 3(f) above.
 - j. *Periodic Reports, Taxes.* Client can review Crypto Account transaction activity via the Betterment Interface. Client will also receive monthly account statements prepared and delivered by Gemini. Client is responsible for any taxes owed on their Crypto assets.
4. *Custody and Trading.* Gemini Trust Company LLC ("Gemini"), a New York state trust company, provides custody and trading services for Crypto Accounts. Betterment will manage Crypto assets held in Crypto Accounts opened by Client at Gemini. When opening a Crypto Account, Client must accept the Gemini User Agreement, as may be modified from time to time.
- a. *Trading Windows.* Betterment will generally place trades with Gemini during traditional business hours (Business Days between 9:00 AM and 5:00 PM Eastern Time). However, Betterment reserves the right, at any time and without notice, to extend trading hours, delay trading, or otherwise manage trading in Crypto assets in response to market events, including placing trades at one or more exchanges apart from Gemini's exchange. Betterment may extend trading, delay trading, or manage trading in certain circumstances, including, but not limited to, market instability, instances of elevated localized volatility, insufficient or unstable market depth (i.e. illiquid markets), price dislocation, incomplete execution, fast markets, rapidly widening bid-ask spreads, and halted crypto

assets (as determined by the crypto asset exchange). Betterment may determine to modify trading hours for reasons including, but not limited to, specific Crypto market conditions. Client understands and agrees that Betterment does not represent that particular trades will be made at a guaranteed time and that Betterment may determine that it is necessary to delay trading in one or more Crypto Assets.

- b. *Order Execution.* Crypto is purchased and sold on Gemini's exchange, and Client understands and acknowledges that Betterment places trades through Gemini. Client understands that more favorable Crypto execution may be available through other exchanges. Additionally, unlike self-directed accounts, Client cannot enter individual buy and sell orders for specific Crypto assets to be executed at particular times. Rather, Betterment places orders to buy and/or sell Crypto assets with Gemini's exchange consistent with the discretionary authority granted to it by Client, which includes, among other things, the authority to select which Crypto assets to buy and sell and when to place orders for the execution of Crypto assets. If Client wants to control the specific time during the day that Crypto is bought and sold in Client's account (e.g., Client wants the ability to "time the market"), Client should not use Betterment's service. Betterment will place orders for execution of Crypto assets in the Crypto Account in accordance with the investment and trading discretion granted under the terms of this Addendum. Client will receive the price at which such orders are executed on the Gemini exchange. Betterment's customary trading order systems prioritize certainty and immediacy of execution over specific entry or exit prices and/or price improvement. Notwithstanding the foregoing, Betterment will use commercially reasonable efforts to obtain favorable execution of the Crypto Portfolios under the circumstances.
- c. *SIPC and FDIC.* Crypto is not legal tender and is not backed by any government. Crypto is not subject to Federal Deposit Insurance Corporation ("FDIC") insurance or Securities Investor Protection Corporation ("SIPC") protections. Funds in transit to and from Gemini are also not SIPC protected or subject to FDIC insurance. Client assets in Client's Crypto Account are not insured by Betterment or Gemini.
- d. *Gemini Support.* Although the Betterment primarily provides customer support for its managed crypto portfolios, Crypto Sub-Advisory Clients may, in accordance with security and privacy controls, contact Gemini directly with questions about the Client's crypto accounts in their name or crypto assets that are held in the Client's crypto account. In a manner prescribed by Gemini and subject to Gemini's User Agreement and other applicable agreements, Crypto Sub-Advisory Clients who have elected to terminate their crypto advisory services relationship with Betterment may retain their crypto-assets in self-directed accounts with Gemini.

5. *Transfers to and from Crypto Account.* Unless Crypto Advisory Client instructs otherwise, cash deposits to, and withdrawals from, Client's Crypto Account at Gemini are effected pursuant to a direction from Betterment to Betterment Securities, consistent with the provisions of Client's Brokerage Agreement, including but not limited to the *Transfer Sweep Program* section of the Brokerage Agreement. However, Crypto Advisory Client may instead direct Betterment to effect a withdrawal of funds directly from Client's crypto custodian, Gemini, to an external bank account, without involving Betterment Securities. Crypto Advisory Client acknowledges and agrees that, to make such a direct withdrawal, it must notify Betterment in writing via support@betterment.com.
6. *Sharing of Information with the Crypto Custodian.* Client acknowledges and agrees that Betterment and its affiliates will collect and share Client's personal information with Gemini for purposes of opening Client's Crypto Account at Gemini. Additional information regarding Betterment Securities' use and sharing of client information is set forth in the Brokerage Agreement.
7. *Fees.* Client will be charged a Crypto investment management fee (the "Crypto Fee") for Betterment's Crypto Sub-Advisory Services as set forth in the *Crypto Fee Schedule* below. Client understands and agrees that Betterment may change the Crypto Fee at any time by giving 30 days' prior written notice. The Crypto Fee may also be waived or reduced in Betterment's sole discretion. Following the notice period, the new Crypto Fee will become effective unless Client has terminated the Sub-Advisory Agreement and this Crypto Addendum, as provided in *Term* section of the Common Provisions. Client understands and agrees that Betterment, its affiliates, and its representatives, consultants, or other agents in connection with the performance of their respective services, shall be entitled to and may share in the Crypto Fee or revenues derived from Crypto Sub-Advisory Services. Notwithstanding the foregoing, Betterment may charge Client and deduct from the Crypto Account fees for certain special requests and irregular services including, but not limited to, delivery of documents in paper form. Client also agrees to pay all applicable federal, state, and local taxes.

Client and Advisor shall contract in the Advisor-Client Agreement with respect to the Advisor Fee on Crypto Accounts, which is in addition to, and not in lieu of, the Crypto Fee. Client represents and warrants that the Advisor-Client Agreement provides Betterment the authority to directly debit the Advisor Fee from the Crypto Account and to disburse to Advisor the Advisor Fee.

Client authorizes Betterment to deduct charges, including the Crypto Fee and Advisor Fee, directly from the Crypto Account. Client understands and agrees that fees, including any fees for special requests or irregular services, will generally be deducted from the Crypto Account as described in the *Crypto Fee Schedule*, but Betterment may either (i) accrue any fees under-assessed and apply the difference to adjust the Crypto Fee for the immediately following Crypto Fee Period, or (ii) cause other transactions necessary for the collection of its fees, including in the event of withdrawals, as described below in the

Crypto Fee Schedule. Crypto Fees will be due upon the end of the calendar quarter or month, as determined by the Advisor.

Crypto Fees will also be due: (a) on any day that an instruction from Betterment to Gemini (including but not limited to an instruction in response to actions that Client initiates in the Interface) results in the sale of substantially all Crypto in the Crypto Account at that time, and (b) on the day this Sub-Advisory Agreement is terminated. Upon such an occurrence, Betterment will liquidate all holdings of the Crypto Account, deduct fees due from the Crypto Account, and disburse the remaining proceeds from liquidation.

Gemini will also charge Clients per-trade fees for its crypto custody and transaction execution services that fluctuate based on trading volume, up to 0.15% per trade. Client can review per-trade fees actually paid to Gemini on their Crypto Account statements and in the transaction activity portion of Betterment's Interface. Betterment does not receive any portion of fees charged by Gemini.

8. *Limitation of Liability.* The provisions of the *Limitation* section of the Sub-Advisory Agreement are incorporated into this Crypto Addendum as if fully set forth herein. In addition, Client further acknowledges and agrees that Crypto assets are highly volatile and speculative, not regulated by any government, nor subject to investor protections from the FDIC and SIPC. Except for a breach of fiduciary duty or violation of applicable law, Betterment will not be liable for Losses to any Client from any fluctuations in market prices for Crypto assets, including as a result of changes in regulation, Gemini's decision to delist, suspend or freeze trading in a Crypto asset, or as a result of volatility. Client acknowledges and agrees that Client bears the risk of loss of their investment in Crypto assets. Client further acknowledges and agrees that it is possible that Gemini may experience computer equipment failures, software malfunctions, hacks, or security breaches of its systems or databases. To the fullest extent permitted under applicable law, Client acknowledges and agrees that Betterment will not be liable for any Client Losses for any Gemini computer equipment failures, software malfunctions, hacks, security breaches, or other operational issues, unless Betterment has breached its fiduciary duty or otherwise violated applicable law. Similarly, Client acknowledges and agrees that Gemini is not liable for Client Losses for any Gemini computer equipment failures, software malfunctions, hacks, security breaches, or other operational issues, unless Gemini has violated applicable law.
9. *Term.* Termination of the Sub-Advisory Agreement pursuant to the *Term* section of the Common Provisions of the Sub-Advisory Agreement shall result in termination of this Crypto Addendum. Additionally and notwithstanding anything to the contrary in that provision, Betterment shall at any time have the right upon written notice to Client to terminate this Crypto Addendum, exclusive of the Sub-Advisory Agreement, in which case the Sub-Advisory Agreement shall remain in full force and effect.

10. *Sub-Advisory Agreement Incorporation.*

- a. The provisions of the Sub-Advisory Agreement that are specific to Betterment’s Wrap Program do not apply to Crypto Sub-Advisory Services and Crypto Accounts. All other Common Provisions and Sub-Advisory Agreement provisions govern the entirety of Client's relationship with Betterment, including Crypto Accounts and Crypto Sub-Advisory Services, except as specifically modified or excluded in this Addendum. Notwithstanding the foregoing or anything else in this Crypto Addendum to the contrary, in the event of any conflict between the terms of this Crypto Addendum and the Sub-Advisory Agreement, the terms of this Crypto Addendum shall control. The following table sets forth the specific provisions incorporated from the Sub-Advisory Agreement that are incorporated in this Crypto Addendum, as well as excluded provisions:

<u>Section Title</u>	<u>Incorporated / Excluded</u>
<i>Common Provisions</i>	
Definitions	Incorporated
True and Accurate Information; Ownership	Incorporated
Services Not Available Outside the United States or to Non-Resident Aliens	Incorporated
Method of Communication; Client Obligation to Check Website	Incorporated
Personal Information	Incorporated
Joint Account	Excluded
Multiple Account Holders	Excluded
Linked Checking Account	Incorporated
Order Placement Exclusively Through Betterment	Incorporated
Deposits and Withdrawals to the Account	Incorporated
Standing Order for Share Identification	Excluded

Access Interruptions	Incorporated
Client's Responsibility	Incorporated
Fiduciary Accounts	Incorporated
Service Providers	Incorporated
Term	Incorporated
Security	Incorporated
Investment Tools	Incorporated
Electronic Signatures	Incorporated
Electronic Delivery of Documents	Incorporated
Electronic Funds Transfer	Incorporated
Use of Betterment Entities' Content	Incorporated
Telephone Calls and Recordings	Incorporated
Complaints	Incorporated
Power and Authority	Incorporated
Risks and Limitations	Incorporated
General Disclaimer of Liability	Incorporated
Allocation of Responsibilities and Limitation	Incorporated
Choice of Law	Incorporated
Severability	Incorporated
Non-Waiver	Incorporated
Entire Agreements	Incorporated
Successors and Assigns	Incorporated
No Legal or Accounting Advice	Incorporated

Headings	Incorporated
Grant of Lien	Incorporated
ARBITRATION AGREEMENT AND DISCLOSURE	Incorporated
<i>Sub-Advisory Agreement Provisions</i>	
Introduction	Incorporated
Scope of Services	Excluded
Custom Portfolios	Excluded
Model Portfolios	Excluded
Investment Strategy and Allocation Changes	Excluded
Order Handling	Excluded
Compensation	Excluded
Wrap Fee and Advisor Payment	Excluded
Deposits and Minimums	Incorporated
Proxies	Excluded
Transfer of Assets	Excluded
Betterment Advisor Network	Excluded
Disclosure Statement	Incorporated
Limitation	Incorporated
Amendment	Incorporated
No Assignment	Incorporated

CRYPTO FEE SCHEDULE

The Crypto Fee, charged by Betterment in accordance with the *Fees* section of this Crypto Addendum, shall be an annualized fee applied to the assets in Client's Crypto Account as follows: 1.00% on all assets, including cash balances, in the Crypto Account. Client and Advisor shall contract in the Advisor-Client Agreement with respect of Advisor's fees on the Crypto Account, which are in addition to, and not in lieu of, the Crypto Fee.

Any assets across Client's Account and Crypto Account (excluding Betterment 401(k) Accounts, Cash Reserve, and Betterment's checking offering) above \$2 million will receive a fee discount of 0.10% ("the Discount"). For example, if a Betterment Digital plan client holds \$2,500,000 in the Crypto Account, the Crypto Account would be charged 1.00% on the first \$2 million of assets and 0.90% on the additional \$500,000. If a Client also has a Betterment 401(k) Account, the balance of that account is not included in Client's balance for purposes of calculating which assets are eligible for the Discount. In addition, any funds held in Betterment Cash Reserve, and Betterment's checking offering, or in a "Transitory Account" created for the purpose of holding securities that are not included in the Betterment portfolio, are not included in calculating which assets are eligible for the Discount.

There shall be four or twelve "Crypto Fee Periods" throughout the year, as determined by the Advisor, approximately coinciding with the calendar quarter or month, as applicable. Crypto Fees are calculated based on the daily Crypto Portfolio value of all assets of Client's Crypto Accounts reported by Gemini as of midnight ET on each calendar day.

The Crypto Fee and Advisor Fee applicable to Client will be disclosed to Client in the Interface and by Advisor before Client opens an account.

Crypto Fees are calculated for each day of the Crypto Fee Period by applying the Crypto Fee Rate of Client's plan in effect for the given day to Client's Account Assets. The aggregate fee of the Crypto Fee charged for each Crypto Fee Period shall be the aggregate of the fee calculated for each day of the Crypto Fee Period. Typically on the last business day of the month, Betterment assesses crypto fees by considering the cash allocation of the Crypto Portfolio and whether the Crypto Portfolio has drift that can be reduced. If a Client's Crypto Account has reducible drift, Betterment will instruct Gemini to sell Crypto assets in an amount that will generate cash proceeds to satisfy client's fee obligation and reduce drift in the Crypto Portfolio. If the client's Crypto Account does not have reducible drift, Betterment will instruct Gemini to transfer funds from the cash allocation sufficient to satisfy the fee obligation. If a client's cash allocation in its Crypto Account is insufficient to cover Betterment's fees for that month, Betterment will accrue any fees over- or under-assessed and apply the difference to adjust the following month's fees. Betterment will automatically debit the prorated amounts of the fees from the assets in a client's Crypto Account on a monthly basis in arrears. Payments will be due on the last Business Day of the Crypto Fee Period.

Payments will also be due immediately upon notice provided by either party of intent to terminate the Sub-Advisory Agreement and this Crypto Addendum. Payments will also be due on any day that an instruction from Betterment to Gemini (including but not limited to actions that Client initiates in the Interface) results in a sale of all Crypto assets in the Crypto Account at that time. The value of the Crypto Account for purposes of this Sub-Advisory Agreement and Addendum will be determined by Betterment in accordance with its normal practices and procedures and such determination will be binding on the parties to this Sub-Advisory Agreement absent bad faith or manifest error. The foregoing Crypto Fees may be reduced or waived in Betterment's discretion.

BETTERMENT SECURITIES BROKERAGE AGREEMENT

THIS AGREEMENT WAS UPDATED ON APRIL 25, 2024. THE AMENDMENTS HEREIN ARE EFFECTIVE AS OF MAY 25, 2024.

CLIENT UNDERSTANDS THAT THESE BROKERAGE AGREEMENT PROVISIONS MAY BE AMENDED FROM TIME TO TIME BY BETTERMENT. CLIENT UNDERSTANDS THAT BY AFFIRMATIVELY ACCEPTING THE AMENDMENT, OR BY NOT CLOSING AND/OR BY CONTINUING TO USE CLIENT'S ACCOUNT(S) AFTER THE EFFECTIVE DATE OR TIME OF THE AMENDMENT, CLIENT IS ACCEPTING THE TERMS OF THE REVISED BROKERAGE AGREEMENT.

1. *Introduction.* By signing this Brokerage Agreement, Client is representing and agreeing that Client has read it carefully and understood its terms, including the *Arbitration Agreement and Disclosure* included in the Common Provisions. Client should not sign this Agreement if Client has any questions about Client's obligations under this Agreement, the services that Betterment Securities is agreeing to provide, or the limitations of those services. If Client does have questions, Client agrees to contact us at support@betterment.com prior to signing this Agreement, and our representatives will assist. Client agrees to retain this agreement for future reference.

Client understands and agrees that, together with the Common Provisions, the terms and conditions of this Brokerage Agreement govern all aspects of Client's relationship with Betterment Securities, including all transactions between Betterment Securities and Client and all products and services now or in the future offered through Betterment Securities, beginning on the date Client begins receiving brokerage services from Betterment Securities.

AS SET FORTH IN THE ARBITRATION AGREEMENT AND DISCLOSURE INCLUDED AT SECTION 37, PAGE 25 OF THE COMMON PROVISIONS, THIS BROKERAGE AGREEMENT INCLUDES AN ARBITRATION CLAUSE. BY ENTERING INTO THIS BROKERAGE AGREEMENT, CLIENT ACKNOWLEDGES THAT THE PARTIES TO THIS BROKERAGE AGREEMENT ARE LIMITING THEIR RIGHTS TO SUE EACH OTHER IN COURT AND THE RIGHT TO A JURY TRIAL.

Particular features or portfolios may have additional disclosures provided in the Interface. Client agrees to review these disclosures before enabling the feature or electing the portfolio. Client agrees that Client's use of these features and services is within the scope of the Program and is subject to the terms of this Brokerage Agreement. Subject to conditions and limitations imposed under the Advisor-Client Agreement, Betterment Securities reserves the right to modify or terminate this Brokerage Agreement at any time. Up-to-date information about the service contemplated by this Brokerage Agreement will also be provided via the Website. Client agrees to consult the Brokerage Agreement information on the Website regularly.

If Client is unwilling to be bound by the terms and conditions of this Brokerage Agreement, Client will not submit an Application for an Account with Betterment Securities. Betterment Securities reserves the right to decline any Application or, subject to the Advisor-Client Agreement, to terminate any Account at any time and for any reason or no reason, in its sole discretion.

2. *Sub-Advisory Agreement.* Client understands and agrees that: (a) execution of this Brokerage Agreement and continuation of its terms is contingent upon Client participating in the Program or receiving other investment advisory services from Betterment pursuant to the Sub-Advisory Agreement; (b) only Assets managed under the Program or in connection with other investment advisory services from Betterment may be maintained within the Account; and (c) Betterment Securities will only execute transactions in the Account pursuant to orders or other instructions Betterment places with or provides to Betterment Securities via the Program or in connection with other investment advisory services from Betterment.
3. *Account Maintenance, Execution, Clearing, and Custody.* Betterment Securities shall carry and maintain the Account and custody of the Assets credited thereof, and perform functions such as executing transactions and crediting of interest and dividends. The Client shall retain ownership of all cash, securities, and other instruments in the Account.

Client understands and agrees that all orders for the purchase or sale of securities on behalf of the Account are executed on behalf of Betterment Securities by Apex Clearing Corporation (“Apex”). Client also understands and agrees that Betterment Securities has entered into a clearing agreement with Apex pursuant to which transactions within the Account will be cleared and settled by Apex. Transactions are cleared by Apex in an omnibus account and are subject to the limitations of Rule 15c3-3 under the Securities Exchange Act of 1934. Quarterly reports with regard to the routing of non-directed orders are available at www.betterment.com/legal/other-disclosures/.

Betterment Securities will provide custodial services for a non-retirement Account pursuant to the terms and conditions of the Sub-Advisory Agreement. In its custodial capacity, Betterment Securities will hold or custody Account assets, distribute or collect funds on behalf of the Account, generate Account statements (and possibly, as required by the Betterment-Advisor Agreement deliver them to Advisor), and provide other custodial services as may be mandated by various regulatory standards and requirements.

4. *Fees.* Costs for services associated with holding and trading securities are covered by the wrap fee charged by Betterment for the Program. Unless otherwise described herein, Betterment Securities shall not charge Client any additional and/or direct fees. Client agrees to promptly pay the Program fees as set forth in the Sub-Advisory Agreement. Notwithstanding the foregoing, Betterment Securities may charge Client and deduct from the Account fees for certain special requests and irregular services

including, but not limited to, a reasonable service fee for the delivery of Account Communications in paper form that would otherwise be delivered to Client electronically, physical delivery of securities as described in the *Requesting Certificates* section below, and the transfer of assets to another broker-dealer as described in the *Transfer of Assets* section below. In addition, Betterment Securities may charge the Client and deduct from the Account damages and penalties for fraud as described in the *Fraud* section below. Client agrees to pay all applicable federal, state, and local taxes. Client authorizes Betterment Securities to automatically debit the Account for any such fees and taxes.

5. *Fraud*. In cases of fraud or theft by Client, acting alone or in concert with others, involving, among other things unauthorized electronic funds transfers from bank accounts belonging to others, attempted electronic transfers from non-existent accounts, or similar illegal, unauthorized, or improper conduct involving account funding or withdrawals, and including situations in which Client has allowed third parties to use the Account in any such manner, Betterment Securities shall assess against Client, in addition to all other fees, damages and penalties to which it may be entitled, a \$2,000 fee per forged, faked, fictitious, stolen, or otherwise unauthorized item or transfer. This fee shall constitute liquidated damages to compensate Betterment Securities for the time and effort of Betterment Securities employees in rectifying said conduct.
6. *Margin Account*. The Account is a Margin Account. All positions in and trades executed for the Account will be for cash settlement without any extension of credit and strictly limited in form and type to those available through the Program.

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

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

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

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

- a. Client may not engage in any day trading. A "Day Trade" is the purchasing and selling or the selling and purchasing of the same security on the same day in a margin account. However, a Day Trade does not include a long security position held overnight and sold the next day prior to any new purchase of the same security. To help ensure Client does not engage in any Day Trades, Client and Advisor collectively are restricted from making more than one allocation change during Market Hours of each Business Day.

- b. If purchases or sales do not settle on schedule or for expected value as of the time of trade, Betterment Securities may sell the Assets in the Account to pay for Substitutions without prior notice to Client and at a loss or at lower prices than under other circumstances. Client remains solely liable for any deficiencies arising from such sales.

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

- c. Betterment Securities can liquidate or buy any security to cover positions in the Account at any time without demand for additional funds and despite notice that Client will provide additional collateral. Betterment Securities is not obligated to notify Client of such liquidations. Betterment Securities can liquidate any and all securities and/or other property in the Account whether carried individually or jointly with others. Betterment Securities can cancel any open orders.
 - d. Subject to applicable laws and rules, all Assets held, carried, or maintained in the Account may be pledged and re-pledged by Betterment Securities from time to time, without notice to Client, either separately or in common with assets of other Betterment Securities' customers for any amount due in the Account, or for any greater amount as necessary to satisfy Client's indebtedness, and Betterment Securities may do so without retaining into its possession or control for delivery, a like amount of assets.
 - e. Betterment Securities has furnished to Client FINRA's Margin Disclosure Statement attached hereto.
7. *Non-Sufficient Funds Policies.* Betterment Securities reserves the right to cancel or cover any transaction which is the subject of a reclamation or other failure of an electronic funds transfer (an "ACH return"). Any fees imposed by Client's bank in connection with an ACH return shall be the sole responsibility of Client, and not of Betterment Securities or Betterment.

Client understands that by making a deposit pursuant to the *Deposits and Withdrawals to the Account* section of the Common Provisions, Client is providing an instruction to purchase securities in Client's account or to deposit funds in Betterment Cash Reserve. In the event that an ACH return takes place after such securities have been purchased or funds have been deposited in Program Banks, Client understands that Client may not be entitled to the resulting securities purchased or funds deposited in Program Banks, nor to any benefits of ownership

therefrom. Client will have an obligation to Betterment Securities in an amount that is no less than the amount of the deposit that was the subject of an ACH return.

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

8. *Taxpayer ID and Backup Withholding.* Client understands that, if a correct Taxpayer Identification Number is not provided to Betterment Securities, Client may be subject to backup withholding tax at the appropriate rate on all dividends, interest, and gross proceeds paid to Client. Backup withholding taxes are sent to the IRS and cannot be refunded by Betterment Securities. Client further understands that if Client waives tax withholding and fails to pay sufficient estimated taxes to the IRS, Client may be subject to tax penalties.
9. *Requesting Certificates.* Client authorizes Betterment Securities to register any Products in the Account in the name of Betterment Securities or any other nominee, including sub-custodians, or to cause the Products to be registered in the name of, or in the name of any nominee of a recognized depository clearing organization. Client's ownership of these securities and/or other property is reflected in Betterment Securities's records. Without abrogating any of Betterment Securities's rights under this Brokerage Agreement and subject to prior satisfaction of any indebtedness Client may have to Betterment Securities, Client is entitled to receive physical delivery of fully paid securities from the Account. On Client's written instructions, and on paying any applicable fees up to \$100 as prescribed by Betterment Securities in its sole discretion, any certificate that is capable of being produced and obtained by Betterment Securities will be sent to Client on request. Client understands and agrees that Betterment Securities cannot transfer or deliver fractional shares of any security.
10. *Restrictions on Account Services.* Client understands that Betterment Securities may place trading, disbursement, service, or other restrictions on the Account for reasons including court order, tax levy, or garnishment, request of a government agency or law enforcement authority, or in the event of a dispute between joint Account Holders. Client understands that Betterment Securities may be required to liquidate or close out securities and/or other property in the Account to satisfy any such court order, garnishment, tax levy, or other legal obligation. Betterment Securities will not be held liable for any Losses that arise out of or relate to any such transaction and Client agrees to indemnify and hold Betterment Securities and its affiliates harmless from and against any Losses they may incur in taking such actions.
11. *Transfer of Assets.* Client understands that transferring cash out of the Account to a Linked Checking Account shall be done by way of an ACH withdrawal, as described in the *Deposits and Withdrawals* section of the Common Provisions (with the exception of a trustee-to-trustee IRA transfer, which is addressed below). Transfers also can be made to and from Program Banks through Betterment Cash Reserve, as described in

the Betterment Cash Reserve section below. Cash transfers can also be made between the Account and Gemini, subject to the client authorization and process described in the *Betterment Crypto* section below.

For non-cash Assets, excluding Crypto, Client may request an in-kind transfer of such Assets to an account Client has established with another broker-dealer by initiating an Automated Customer Account Transfer Service (“ACATS”) request with Client’s receiving firm. Betterment Securities reserves the right to reject the transfer request before or after initiation and Client will be notified of any such rejection electronically, by telephone, or otherwise. Client understands and agrees that all of Client’s Accounts and Sub-Accounts may be locked during the pendency of the transfer, regardless of whether all such Accounts or Sub-Accounts are subject to the transfer request. Betterment Securities is not liable for any Losses Client may sustain in connection with the Products in the Account during the course of the transfer process and/or between the time that it decides to reject a transfer request and Client’s receipt of notice of the rejection. It is Client’s responsibility to ensure that transfer instructions are accurate before submitting a transfer request. A transfer request generally cannot be amended or canceled after Betterment Securities receives the transfer request. Betterment Securities may in its discretion attempt to abide by a subsequent Client request for a change to a transfer request, but it is not obligated to do so. Betterment Securities will not be liable for any Losses that arise out of or relate to an attempt to amend or cancel a transfer request, and Client agrees to indemnify and hold Betterment Securities harmless from any Losses arising out of or relating to an attempt to amend or cancel a transfer request, including a decline in the market value of Assets.

Betterment Securities will automatically cancel transfer requests that are placed on hold at the request of Client after 30 days, unless Client subsequently communicates that the transfer should proceed. Betterment Securities is not liable for any Losses Client may sustain in connection with the securities and/or other property in the Account as a result of a transfer request that is placed on hold and subsequently canceled.

Client should be aware that Assets held in the form of fractional shares within the Account may not be transferrable in-kind, and may need to be liquidated. These Assets may be sent to Client’s receiving firm as cash via ACATS, or alternatively can be transferred out via an ACH withdrawal to a Linked Checking Account. Additionally, certain assets are not transferable via ACATS within Betterment’s system. This includes Cash Reserve funds as well as securities that are liquidated at Client’s request.

Certain receiving firms are ineligible to receive Assets via ACATS due to technical limitations. In the event an in-kind transfer is unavailable based on the type of Asset or Client’s receiving firm, Client’s Assets may need to be liquidated and transferred out via an ACH withdrawal to a Linked Checking Account.

Betterment Securities charges a one-time fee of \$75 per transfer for the full or partial transfer of any Account to another brokerage firm (“Transfer Fee”). A separate transfer request is required for each transferred Account or partial transfer therefrom, and if Client is transferring multiple Accounts or portions thereof, the Transfer Fee will be charged for each Account. For the avoidance of doubt, a Client who wishes to transfer both a taxable investing Account and an IRA (in whole or in part), or both an individual and joint taxable investing Account, must submit a separate transfer request for each Account and will incur a separate \$75 fee for each transfer. Betterment Securities reserves the right to reduce or waive the Transfer Fee, in its sole discretion.

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

Client understands and acknowledges that Betterment Securities does not support in-kind transfers of Crypto assets, as further described in the Crypto Addendum. Betterment Securities does not custody, transfer, or facilitate transfers of Crypto assets in any form.

12. *No Solicitation.* Client acknowledges and agrees that Betterment Securities does not solicit securities transactions and is not responsible for determining the suitability of investment choices. Client understands and agrees that Betterment Securities assumes no responsibility for such determination. A suitability analysis, if any, shall be performed solely by Advisor and/or Betterment. Client, understanding that Betterment Securities does not solicit securities transactions and makes no recommendations to Client or Betterment for the purchase or sale of securities, assumes full responsibility for each and every transaction in or for the Account and for Client’s own investment strategies and decisions. Client understands and agrees that Betterment Securities will have no liability whatsoever for the results of Advisor’s, Betterment’s, or Client’s investment strategies, transactions, and decisions, as the case may be.
13. *No Advice.* Unless otherwise specified in writing, Betterment Securities does not and will not provide Client with any legal, tax, estate planning, or accounting advice or advice regarding the nature, value, suitability, profitability or appropriateness for Client of any security, investment, financial product, investment strategy, or other matter. Unless otherwise specified, any information provided through Betterment Securities’s services will not be used or considered by Client as a recommendation to

buy, sell, or hold a particular security or pursue any particular investment or investment strategy, nor will it be deemed an offer, or a solicitation of an offer, to buy or sell securities on behalf of Betterment Securities.

14. *Advisory Services and Trading Authorization.* In connection with opening and maintaining the Account, Client has contracted with Advisor and Betterment independently for the provision of investment advisory services and has authorized Betterment to place orders with Betterment Securities to buy, sell, or exchange securities or other products for the Account in accordance with the Client's Investment Strategy and Allocation. Betterment Securities will have no responsibility or liability for any advice, recommendation, or order placement by Betterment. Without limiting any other provision of this Brokerage Agreement, Client understands and agrees that:

- i. Betterment Securities offers no advice to Client concerning the selection of Advisor or Betterment as Investment Adviser and Client will not hold Betterment Securities responsible for the decision to hire Advisor or Betterment.
- ii. The Account is non-discretionary, and Betterment Securities is authorized to accept and act only upon the instructions of Betterment with respect to the Account in accordance with this Brokerage Agreement. This authorization shall be applicable to all Assets Client holds in the Account.
- iii. Betterment Securities has no responsibility and will not participate or in any way review, monitor, or supervise the suitability or frequency of the investment or trading activity in the Account. Advisor and/or Betterment have collected from Client such information as is required for Advisor and/or Betterment to determine the suitability of Client's investment or trading activity.

15. *Election to Receive Periodic Statements; Transaction Confirmations; Prospectuses; and Account Statements.* By entering into this Brokerage Agreement, Client hereby agrees that in lieu of receiving transaction-by-transaction confirmations for each transaction effected on behalf of Client in the Account, Client will receive periodic reports regarding transactions (not less frequently than quarterly). Such reports may be included as part of Client's Account statement. Client acknowledges and agrees that Betterment Securities will provide Betterment, as Client's fiduciary, transaction-by-transaction confirmations for each such securities transaction. Betterment also makes such confirmations for securities transactions available for Client and Advisor to review on the Interface on a transaction-by-transaction basis. Client further acknowledges that all information that is required to be contained in a confirmation under applicable law will be included in the periodic statement for each Account.

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

In addition, Client agrees that in lieu of directly receiving any required prospectuses from Betterment Securities for any security purchased on behalf of Client in the Account, Client directs Betterment Securities to deliver such prospectuses to Betterment. Client acknowledges and agrees that it has authorized Betterment, as Client's investment adviser and fiduciary, to manage Client's Account on a discretionary basis and to accept delivery of prospectuses on behalf of Client. Betterment also will provide Client access to prospectuses for securities transactions through the Interface.

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

16. *Nondisclosure of Material, Nonpublic Information.* In connection with the services that it provides, Betterment Securities may, from time to time, come into possession of confidential and material, nonpublic information. Betterment Securities is prohibited from improperly disclosing or using such information for its own benefit or for the benefit of any other person, regardless of whether such other person is a customer of Betterment Securities. Betterment Securities maintains and enforces written policies and procedures that prohibit the communication of such information to persons who do not have a legitimate need to know the information and to assure that it is meeting its obligations to customers and remains in compliance with applicable law. Client understands and agrees that these policies and procedures are necessary and appropriate and recognize that, in certain circumstances, Betterment Securities will have knowledge of certain confidential or material, nonpublic information which, if disclosed, might affect Client's decision to buy, sell, or hold a security, but that Betterment Securities will be prohibited from communicating such information to Client or using it for Client's benefit.

17. *Responsibility for Orders.* All orders for the purchase and sale of Products will be authorized by Client pursuant to Client's grant of discretionary authority and power-of-attorney to Betterment and appropriate authority Client may grant to Advisor pursuant to the Advisor-Client Agreement. Client understands Betterment Securities may at any time, in its sole discretion and without prior notice to Client, prohibit or restrict Client's ability to trade securities.
18. *No Market Timing.* Unlike self-directed brokerage accounts, Client cannot enter with Betterment Securities individual buy and sell orders for specific securities to be executed at particular times. Rather, Betterment places orders to buy and/or sell securities with Betterment Securities consistent with the discretionary authority granted to it by Client, which includes, among other things, the authority to select which securities to buy and sell and when to place orders for the execution of securities. If Client wants to control the specific time during the day that securities are bought and sold in Client's account (e.g., Client wants the ability to "time the market"), Client should not use Betterment Securities's service.
19. *Applicable Rules and Regulations.* In no event will Betterment Securities be obligated to effect any transaction that it determines, in its sole discretion, would violate any federal or state law, rule, or regulation or the rules or regulations of any regulatory body or self-regulatory organization.
20. *SIPC.* Betterment Securities is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC currently protects the Securities and/or Other Property in each of Client's Accounts up to \$500,000, including \$250,000 for claims for cash. (Please note that money market fund balances are not considered cash for this purpose; they are considered to be securities.) Funds held at the TSP Bank or Program Banks are not protected by SIPC. Visit www.sipc.org or call (202) 371-8300 for more information including a brochure on SIPC protection. SIPC coverage does not cover fluctuations in the market value of Client's investments.
21. *Market Volatility.* Client understands that Client will receive the price at which orders on behalf of Client are executed in the marketplace. If Betterment places a market order on Client's behalf (whether during Market Hours or when the market is closed) to be executed at a later time, Client agrees to pay or receive the prevailing market price at the time the market order is executed.
22. *Order Aggregation.* Client understands and agrees that Betterment Securities may receive aggregated orders for the sale or purchase of securities for the Account with orders for the same security for other clients or for Betterment's own account, and when Betterment Securities executes aggregated orders, Client will receive the average price per unit of the aggregated trade.
23. *Dollar-Based Transactions and Fractional Shares.* Client understands that, subject to applicable requirements, Betterment Securities and Betterment may report holdings and transactions in Client's Account in terms of either U.S. Dollars or shares. As a

consequence of dollar-based transactions, Client will hold fractional share interests in securities. Client understands that fractional share amounts are typically unrecognized and illiquid outside the Betterment platform and understands and agrees that fractional shares might not be marketable outside the Betterment platform or transferrable to another brokerage account.

24. *Order Handling.* Client understands that, subject to the terms of an order, the method of execution of each order is in the sole discretion of Betterment Securities. Orders that are accepted by Betterment Securities will be transmitted by Betterment Securities or its agent to the appropriate exchange or other market for placement and execution. Certain orders, at the discretion of Betterment Securities or its agent, may be subject to manual review and entry, which may cause delays in the execution of orders on behalf of Client and may cause orders on behalf of Client to be executed at prices that are significantly different from price conditions that existed when the order was entered on behalf of Client.
25. *Purchases.* Client promises to pay for all securities purchased in the Account by addition of the appropriate cash amount on or before settlement date. Betterment Securities requires that Client's Account contain available funds or that Client has ordered the liquidation of Products held in the Account in an amount equal to or greater than the purchase price of the securities prior to the trade date. If the foregoing conditions are not met, Betterment Securities may in its sole discretion liquidate and close out any and all Securities and/or Other Property in Client's Account to satisfy Client's payment obligation, without prior notice and without regard for any previous demand or agreement concerning the time for payment. In the event Client's Account is liquidated, Client will be liable for any Losses incurred by Betterment Securities.
26. *Sales.* Betterment Securities requires that a security be held in or due to the Account prior to the acceptance of a sell order with respect to such security. Any order accepted without negotiable certificates or positions in the Account will be subject, at Betterment Securities' sole discretion, to cancellation.
27. *No Cancellation.* Client understands and agrees that orders are subject to immediate execution and cannot be canceled or modified after they are placed with Betterment Securities by Betterment.
28. *Order Routing.* Consistent with the overriding principle of best execution, Betterment Securities or its agent routes orders for listed equity securities to market centers for execution. When an order may be executed in more than one market center, Betterment Securities or its agent takes a number of factors into consideration in determining where to route customers' orders, including, the speed of execution, price improvement opportunities (executions at prices superior to the then prevailing inside market), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing orders, whether it will receive cash or non-cash payments for routing

order flow and reciprocal business arrangements. Betterment Securities regularly reviews, among other things, the quality of executions received on behalf of its Clients. Pursuant to Rule 606 of the Securities Exchange Act of 1934, quarterly reports that disclose the market venues receiving Betterment Securities order flow in covered securities, as well as the material aspects of each relationship, will be made available on the Website.

29. *Payment for Order Flow.* The SEC requires that Betterment Securities disclose any arrangement for receiving payment for directing order flow. Where permitted under applicable laws and rules, Betterment Securities reserves the right to receive remuneration (generally in the form of per-share cash payments or through profit sharing arrangements) for directing orders in securities to particular broker-dealers and market centers for execution. Client understands that this remuneration, known as “payment for order flow,” is considered compensation to Betterment Securities and the source and amount of any compensation received by Betterment Securities in connection with Client’s transaction will be disclosed on written request. Betterment Securities currently has no such arrangement and does not receive compensation for securities transactions executed through designated exchanges, market makers, dealers, or market centers.
30. *Betterment Securities Acting as Agent, Dual Agent.* Client understands that in executing transactions for the Account, Betterment Securities may act as agent for Client, or an agent for both Client and other Betterment Securities customers including Betterment. Betterment Securities will not charge Client a mark down, mark up, or other compensation. Nothing contained in this Brokerage Agreement nor any information made available through the Services is to be construed as an offer to buy or sell, or the solicitation of an offer to buy or sell, any security, financial product or instrument or to participate in any particular trading strategy in any jurisdiction in which such offer, solicitation or trading strategy would be unlawful.
31. *Disclosures to Issuers.* Betterment Securities is required, upon request, to disclose to an issuer the name, address, and position of each customer who is a beneficial owner of that issuer's securities unless Client objects in writing. Betterment Securities maintains this practice as part of its compliance with Rule 14b-1 under the Securities Exchange Act of 1934. Unless Client notifies Betterment Securities of such objection in writing, Betterment Securities will make such disclosures to issuers.
32. *Reorganizations and Corporate Actions.* Client understands that Betterment Securities is not obligated to notify Client of any reorganizations related to securities held in the Account (including mergers, name changes, stock splits, and reverse stock splits) before they occur. Client understands that Betterment Securities will not allocate securities or funds resulting from reorganizations until such securities or funds are received by Betterment Securities from the paying agent or depository. On voluntary reorganization instructions (tender or exchange offers), subject to the Advisor-Client Agreement, Client agrees to provide instructions to Betterment

Securities no later than two (2) Business Days prior to the expiration of the offer to allow sufficient time to act on Client's instructions. Any instructions received after that time will be processed on a "reasonable efforts" basis only. Additionally, Betterment Securities is not obligated to notify Client of periodic payment activities including cash, stock, and optional dividends.

33. *Dividends, Interest, and Subscription Rights.* Betterment Securities will receive periodic payments, such as dividends and interest, on Client's behalf. Pursuant to orders placed by Betterment as part of the Program, dividends will be reinvested automatically in the investment products available through the Program, which will increase the Account's share position in those securities. Client understands the automatic dividend reinvestment policies described herein, and consents to such automatic dividend reinvestment policies. Client understands and agrees that dividends are not reinvested immediately after they are paid, and that Betterment Securities will not be liable for any missed market gains between the time a dividend is paid and the time it is reinvested.
34. *Transfer Sweep Program.* Betterment Securities utilizes the Transfer Sweep Program (the "TSP") to automatically deposit, or "sweep," Client funds into a demand deposit account at each TSP Bank (each, a "TSP Deposit Account") at one or more FDIC-insured banks (each, a "TSP Bank") pending the investment of those funds into securities or other investments. Client funds from the following sources are "Eligible TSP Funds":
- Deposits from a Linked Checking Account;
 - Transfers from an account at a third-party financial institution;
 - Payments of dividends or interest on securities owned by a Client; or
 - Proceeds from sales of securities.

Additionally, you may, from time to time, desire to transfer funds from a deposit account at a Cash Reserve bank to an account at a third-party financial institution. Such transfers are not made directly from a deposit account at a Cash Reserve bank to the third-party account. Instead, such funds are first transferred from the Cash Reserve deposit account to a TSP Deposit Account and are then transferred from the TSP Deposit Account to a third-party account. Funds received into a TSP Deposit Account for this purpose are also Eligible TSP Funds.

Authorization

By opening a brokerage account, you authorize Betterment Securities to deposit Eligible TSP Funds contributed to or received into your brokerage account into a TSP Deposit Account at one or more TSP Banks. A list of the TSP Banks and additional related disclosures are available at: www.betterment.com/legal/TSP.

Betterment Securities will act as your agent in placing Eligible TSP Funds into the TSP Deposit Account and will hold the TSP Deposit Account as your custodian. For purposes of Article 8 of the Uniform Commercial Code as included in applicable state

law (the “UCC”), Betterment Securities is your securities intermediary for, and will treat as financial assets, each TSP Deposit Account.

TSP Deposit Accounts

TSP Deposit Accounts do not bear interest.

Each TSP Deposit Account is an obligation of the TSP Bank and not Betterment or Betterment Securities. You will not have a direct relationship with a TSP Bank. Information about a TSP Deposit Accounts may only be obtained from Betterment.

FDIC Deposit Insurance Available on TSP Deposit Accounts

Deposit balances in a TSP Deposit Account are insured by the FDIC, an independent agency of the U.S. Government, up to \$250,000 for all deposits held in the same insurable capacity (e.g., individual, joint, IRA, etc.). In the event a TSP Bank fails, a TSP Deposit Account is insured up to \$250,000. Betterment Securities may deposit funds in a TSP Bank in amounts exceeding the FDIC insurance limit.

All deposits that you hold at a TSP Bank – including deposits arising in connection with similar programs offered by Betterment (such as Cash Reserve), as well as savings and checking accounts, money market deposit accounts, and certificates of deposit maintained directly by you by the TSP Bank – will be aggregated for the purpose of determining available FDIC insurance. If your total funds on deposit at a TSP Bank exceed the applicable FDIC insurance limit, the FDIC will not insure your funds in excess of the limit.

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

In the event of a bank failure, and FDIC deposit insurance payments become necessary, there is no specific time period during which the FDIC must make insurance payments available, and you may not earn interest on your deposits from the time a Deposit Bank is closed. You understand and acknowledge that you may be required to provide certain documentation to the FDIC before insurance payments are made.

For more information regarding FDIC deposit insurance, please see our [FDIC disclosures](#) for more information on FDIC deposit insurance.

Assets held in your brokerage account (excluding funds on deposit with FDIC-insured banks) are not insured by the FDIC. Assets held in your brokerage account are protected by SIPC in accordance with the terms of SIPC for up to \$500,000.

If you have questions about SIPC coverage and additional securities coverage, you should contact Betterment. You may also obtain information about SIPC coverage, including a brochure that describes SIPC and SIPC coverage, by accessing the SIPC website at www.sipc.org or contacting SIPC at (202) 371-8300.

Compensation to Betterment. Clients do not have to pay any fees in connection with the TSP. Betterment Securities receives fees from TSP Banks based on certain balances maintained in those accounts. For more information, please review Betterment’s Form ADV, available at www.betterment.com/adv.

Periodic Statements. All transactions in a TSP Deposit Account will be reflected on your periodic brokerage account statement. Betterment Securities, and not the TSP Bank, is responsible for the accuracy of information relating to TSP Deposit Accounts on a statement.

Changes. Betterment Securities reserves the right to make changes to the TSP with prior notice to Client.

Information on TSP Banks. You may obtain publicly available financial information concerning the TSP Banks at www.ffiec.gov/nic or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at (703) 562-2200. Betterment Securities does not guarantee in any way the financial condition of the TSP Banks or the accuracy of any publicly available financial information concerning the TSP Banks.

35. *Betterment Cash Reserve.* Client may elect to participate in Betterment Cash Reserve by directing Betterment through the Interface. Whether or not Client elects to participate in Betterment Cash Reserve has no effect on Client’s participation in the Transfer Sweep Program, as described above. TSP Eligible Funds that are not deposited into Program Banks will typically be swept as set forth in the *Transfer Sweep Program* section above.

Betterment Cash Reserve provides Client with the opportunity to earn interest on cash Client intends to use to purchase securities through Betterment and Betterment Securities. Betterment Cash Reserve should not be viewed as a long-term investment option.

36. *Betterment Crypto.* Client may elect to participate in Betterment Crypto by directing Betterment through the Interface, and by accepting and signing the Sub-Advisory Agreement, the Crypto Addendum, and this Brokerage Agreement. Whether or not Client elects to participate in Betterment Crypto has no effect on Client’s participation in the Transfer Sweep Program, as described above. TSP Eligible Funds will typically be swept as set forth in the “Transfer Sweep Program” Section above.

Unless Client instructs otherwise as described in Section 5 of the Crypto Addendum, in accordance with Securities Exchange Act Rule 15c3-3(j)(2), when Client submits a deposit to, withdrawal from, or other transfer request for Client's Crypto Account held at Gemini, Client authorizes a cash transfer between their Account with Betterment Securities and their Crypto Account with Gemini. Cash deposited via ACH from a Linked Checking Account, cash proceeds generated from sales of securities in Client's Account, or cash from Program Banks, will typically be swept into the TSP Deposit-Account held for Client's benefit at the TSP Bank, pursuant to the "Transfer Sweep Program" Section above. Pursuant to Client's instruction to invest funds in its Crypto Account with Gemini, Betterment LLC will then instruct Betterment Securities to withdraw Client's cash from the TSP Deposit-Account and transfer such funds to Client's Crypto Account held at Gemini. Cash withdrawals from Client's Crypto Account held at Gemini will be received by Betterment Securities and swept into the TSP Deposit-Account held for Client's benefit at the TSP Bank, pursuant to the Transfer Sweep Program section. Client understands and agrees that possession and control of any such transferred funds will pass to Gemini and that Betterment Securities does not have the ability to monitor or recall the funds after such funds have been transferred to Client's external Crypto Account at Gemini. Client understands and agrees that Betterment Securities may receive aggregated cash transfer instructions from Betterment LLC with instructions for cash transfers for other clients or for Betterment's own account, and Betterment Securities may initiate an aggregate cash transfer to Gemini based upon those instructions.

37. *Limitation.* Except for negligence, malfeasance, or violation of applicable law, Client agrees that Betterment Securities shall not be liable hereunder for any Losses arising from or related to any action taken or not taken in the Account or for any errors of judgment in effecting securities transactions or providing other services for the Account. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws.
38. *U.S. Economic Sanctions.* The Account may be subject to U.S. economic sanction and embargo laws. Client represents that Client has not been designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") as a Specially Designated National or blocked person, Client has no reason to believe that Client would be considered a blocked person by OFAC, and Client resides in the United States. If Client is a trust, Client represents that none of the beneficiaries of the trust have been designated by OFAC as a Specially Designated National or blocked person, Client has no reason to believe that any of the beneficiaries of the trust would be considered a blocked person by OFAC, and Client resides in the United States. Client also represents, warrants, and covenants that Client is not employed by, acting as agent of, or partially owned or controlled by a government, a government-controlled entity or a government corporation. Client understands that if the application is

deemed to fall under any OFAC prohibition, the Account may be declined or restricted from certain activity.

39. *Modification of Brokerage Agreement or Service.* Client understands that Betterment Securities may change any of the terms and conditions of this Brokerage Agreement, eliminate any term or condition, and/or add new terms and conditions any time. Any such amendment shall be effective as of the time Betterment has notified Client in writing of any change or such later date as Betterment may establish. Subject to the Betterment-Advisor Agreement, Betterment Securities reserves the right, but does not intend to follow it as a matter of course, to notify Client of modifications to the Brokerage Agreement by mailing or e-mailing a written notice or new Brokerage Agreement to Client. Client understands that the normal method of notifying Client of modifications to the Brokerage Agreement will be to post the information on the Website. Client also agrees that Betterment Securities may change the Service at any time and that it is not obligated to provide Client with notice of such a change.

Unless Betterment Securities provides otherwise, if Client does not close the Account or Client uses the Service after a change to the Service or notice of a change to the Brokerage Agreement, it shall mean that Client accepts the change, whether or not Client actually knows of it, except that changes required by law will be effective immediately.

40. *Power of Attorney.* Client agrees and hereby irrevocably appoints Betterment Securities with full power as Client's true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Brokerage Agreement and taking any action and executing any instrument that Betterment Securities deems necessary or advisable to accomplish the purposes of this Brokerage Agreement.

41. *Assignment.* Betterment Securities may assign its rights and duties under this Brokerage Agreement to any of its successors, subsidiaries or affiliates without giving Client notice, or to any other entity on prior written notice to Client. Client may not assign the rights and obligations under this Brokerage Agreement without first obtaining the prior written consent of Betterment Securities. Any purported assignment in violation of this Brokerage Agreement will be void.

AGREEMENT

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS BROKERAGE AGREEMENT, INCLUDING THE ARBITRATION CLAUSE AND CLASS ACTION WAIVER LOCATED AT SECTION 37 OF THE COMMON PROVISIONS OF THIS BROKERAGE AGREEMENT.

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

This Brokerage Agreement shall be dated as of the time Client enters Client's electronic signature or selects the option on the Website to confirm their agreement.

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

Approval of an authorized Betterment Securities representative is hereby incorporated by reference into fields captured in the Website.

ATTACHMENT

FINRA's Margin Disclosure Statement

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

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

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

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

- The firm can increase its “house” maintenance margin requirements at any time and is not required to provide you advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account(s).
- You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

ATTACHMENT

Consent to Electronic Delivery of Documents from Betterment and Betterment Securities

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

maintaining a valid email address and software and hardware to receive, read, and send email. Client hereby agrees to provide Betterment and Betterment Securities with a current email address and promptly notify Betterment and Betterment Securities of any changes to his or her email address in his or her Account on the Interface or the Website.

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

Securities may specify and a printer or other device to download and print or save any information Client may wish to retain. Betterment and Betterment Securities will notify Client of any changes in the hardware and software requirements needed to access electronic records covered by this consent.

10. *Consent and Representations.* Client hereby agrees that Client has carefully read the above information regarding informed consent and fully understands the implications thereof. Client hereby agrees to the conditions outlined above concerning electronic delivery of Account Communications. Client also agrees that Client will maintain a valid e-mail address and continue to have access to the Internet. If Client's e-mail address changes, Client agrees to notify Betterment and Betterment Securities of the new e-mail address immediately via the Interface.

ATTACHMENT

Electronic Funds Transfer Rights and Error Resolution

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

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

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

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

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

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

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

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

features of Betterment, you may stop any of these pre-authorized transactions by logging into your account and opting out of the related features before they are scheduled to occur. If you need assistance with this process you may contact us at support@betterment.com or 888-428-9482.

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

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

ATTACHMENT

ADVISED CLIENT FUNDS TRANSFER AUTHORIZATION

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

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

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

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

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

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

ATTACHMENT

Solicitor Activities Disclosure For B+ Institutional Services, LLC

- B+ Institutional Services LLC, a SEC Registered Investment Advisor (“B+”), and Betterment LLC, a SEC Registered Investment Advisor (“Betterment”), previously entered into a written agreement whereby B+ undertook to refer and/or contact other investment advisors or organizations who contract to obtain sub-advisory services from Betterment. In return for B+’s solicitation services under this agreement, Betterment agreed to compensate B+ with a cash referral fee as follows:
 - For clients served by those solicited by B+, Betterment typically paid B+ 40% of the fees generated from Betterment’s Wrap Fee Program. For certain investment advisors solicited by B+, the Betterment payment to B+ was reduced to 10% of the fees generated from Betterment’s Wrap Fee Program after an asset-based threshold for that advisor was exceeded.
 - If you are in doubt as to whether you were directed to Betterment via B+ and believe it material to your decision to open a Betterment account, please contact support@betterment.com.
- B+ was and is not authorized to enter into any agreement or undertaking on behalf of Betterment with any person(s) or organization(s).
- No person or organization solicited by B+ on behalf of Betterment who subsequently becomes a client of Betterment will be charged for the solicitation activities of the Solicitor. All referral fees paid to B+ represent a portion of the fees actually charged by Betterment for the Wrap Fee Program. There is no differential between the amount or level of investment advisory fees that Betterment will charge for managing your account in excess of that which it would customarily charge for managing any other new client with similar assets and which was not referred to Betterment by B+.
- The solicitation agreement between Betterment and B+ was terminated by the parties in October 2022 and B+ no longer solicits on behalf of Betterment. For existing Advisors who were introduced to Betterment through B+, Betterment continues to pay B+ a percentage of fees as described above, but no new firms or Advisors will be subject to the revenue share.

ATTACHMENT

Transfer on Death Agreement for non-IRA Betterment Accounts

By registering a Betterment Securities account (the "Account") as a Transfer on Death ("TOD") account through the Website (as defined in the Common Provisions of the Sub-Advisory Agreement and Brokerage Agreement), Client electronically consents to the following:

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

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

Spousal Waiver

If Client lives in a community property state and is not naming Client's spouse as the primary beneficiary, Client represents and warrants that Client's spouse has consented to such designation.

FINRA BrokerCheck Information

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

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

(800) 289-9999

CERTIFICATION OF TRUST

Applicable to Accounts in the name of a Trust

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

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

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

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

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

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

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

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

v. That the Trust is in compliance with (i) all applicable federal and state laws, including but not limited to the United States' sanctions laws and regulations, and (ii) the laws of the state of organization that Trustee specified in the online account opening application.

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

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

NOTICE RELATING TO INSPIRA FINANCIAL TRUST, LLC (f/k/a MILLENNIUM TRUST COMPANY, LLC)

Inspira Financial Trust, LLC (“Inspira”) serves as custodian for Betterment IRA accounts. The Inspira custodial account agreements for Betterment’s traditional and Roth IRA accounts follow this page.

**INSPIRA FINANCIAL TRUST, LLC (f/k/a MILLENNIUM TRUST COMPANY, LLC) CUSTODIAL
AGREEMENT FOR TRADITIONAL IRA ACCOUNT**

Form 5305-A (March 2002 IRS version)

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

The name of the Custodian is: Inspira Financial Trust, LLC

The address of the Custodian's is: 2001 Spring Road, Suite 700, Oak Brook, Illinois 60523

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

Article I

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

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

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

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

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

Article II

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

Article III

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

Article IV

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

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

5. The minimum amount that must be distributed each year, beginning with the year containing the Depositor's required beginning date, is known as the "required minimum distribution" and is determined as follows:
 - a. The required minimum distribution under paragraph 2(b) for any year, beginning with the year the Depositor reaches age 70 1/2, is the Depositor's Account value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Regulations section 1.401(a)(9)-9. However, if the Depositor's designated beneficiary is his or her surviving spouse, the required minimum distribution for a year shall not be more than the Depositor's Account value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Regulations section 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (a) is determined using the Depositor's (or, if applicable, the Depositor and spouse's) attained age (or ages) in the year.
 - b. The required minimum distribution under paragraphs 3(a) and 3(b)(i) for a year, beginning with the year following the year of the Depositor's death (or the year the Depositor would have reached age 70 1/2, if applicable under paragraph 3(b)(i)) is the Account value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Regulations section 1.401(a)(9)-9) of the individual specified in such paragraphs 3(a) and 3(b)(i).
 - c. The required minimum distribution for the year the Depositor reaches age 70 1/2 can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.
6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

Article V

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

Article VI

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

Article VII

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

Article VIII

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

**INSPIRA FINANCIAL TRUST, LLC (f/k/a MILLENNIUM TRUST COMPANY, LLC) CUSTODIAL
AGREEMENT FOR ROTH IRA ACCOUNT**

Form 5305-RA (March 2002 IRS version)

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

The name of the Custodian is: Inspira Financial Trust, LLC

The address of the Custodian's is: 2001 Spring Road, Suite 700, Oak Brook, Illinois 60523

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

Article I

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

Article II

1. The annual contribution limit described in Article I is gradually reduced to \$0 for higher income levels. For a single depositor, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married depositor filing jointly, between AGI of \$150,000 and \$160,000; and for a married depositor filing separately, between AGI of \$0 and \$10,000. In the case of a conversion, the custodian will not accept IRA Conversion Contributions in a tax year if the depositor's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the depositor is married and files a separate return. Adjusted gross income is defined in section 408A(c)(3) and does not include IRA Conversion Contributions.
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the depositor and his or her spouse.

Article III

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

Article IV

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

Article V

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

Article VI

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

2. The custodian agrees to submit to the IRS and depositor the reports prescribed by the IRS.

Article VII

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

Article VIII

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

Article IX

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

**Article VIII of the Inspira Financial Trust LLC Custodial Agreement for Traditional IRA and
Article IX of the Inspira Financial Trust LLC Custodial Agreement for Roth IRA**

With respect to the Inspira Financial Trust LLC Custodial Agreement for Traditional IRA, the following shall be incorporated as Article VIII.

With respect to the Inspira Financial Trust LLC Custodial Agreement for Roth IRA, the following shall be incorporated as Article IX.

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

Article VIII, Section 7 of this Custodial Agreement, or (ii) pursuant to the default provisions of Article VIII, Section 7 of this Custodial Agreement.

- g. **“Betterment”** shall mean Betterment LLC, a Delaware LLC, which is a Securities and Exchange Commission Registered Investment Adviser, and its successors or assigns.
- h. **“Betterment Securities”** shall mean MTG, LLC, a New York LLC, doing business as Betterment Securities, which is a FINRA member broker-dealer, and its successors and assigns.
- i. **“Code”** shall mean the Internal Revenue Code of 1986, as amended.
- j. **“Company”** shall mean Betterment Holdings, Inc., a Delaware corporation and any affiliate or subsidiary thereof, including without limitation Betterment LLC, Betterment Securities, or any successor or affiliate thereof to which Betterment Holdings, Inc. may, from time to time, delegate or assign any or all of its rights or responsibilities under this Custodial Agreement.
- k. **“Conversion Amount”** shall mean all or any part of a distribution from an IRA other than a Roth IRA (including a SEP IRA, SARSEP IRA, or a SIMPLE IRA) deposited in a Roth IRA.
- l. **“Custodian”** shall mean Inspira Financial Trust, LLC (“Inspira”) or its successors, assigns, or affiliates. Custodian shall include any agent of the Custodian as duly appointed by the Custodian.
- m. **“Custodial Agreement”**, for purposes of traditional IRA accounts, means the Inspira Financial Trust LLC Custodial Agreement for Traditional IRA and the IRA Disclosure Statement included in this document, including the information and provisions set forth in any Application that goes with this Custodial Agreement, as may be amended from time to time, and for purposes of Roth IRA accounts, means the Inspira Financial Trust LLC Custodial Agreement for Roth IRA and the IRA Disclosure Statement, including the information and provisions set forth in any Application that goes with this Custodial Agreement, as may be amended from time to time. This Custodial Agreement, including the Account Application and any designation of Beneficiary filed with the Custodian, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record or electronic imaging.
- n. **“Depositor”** means the person named in the Account Application establishing an Account for the purpose of making contributions to an individual retirement account as provided for under the Code.

- o. **“Form and Manner Acceptable to the Custodian”** shall mean any form and manner made available by the Company, including any online or electronic form and manner made available by the Company, and shall also mean any other form and manner acceptable to the Custodian. Any activity conducted through such a Form and Manner Acceptable to the Custodian which is made available by the Company, shall be treated as filed with the Custodian.
 - p. **“Money Market Shares”** shall mean any Shares which are issued by a money market mutual fund.
 - q. **“Shares”** shall mean shares of an exchange traded open-end management investment company (“ETF”), as well as stock, trust certificates, or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940, for which Betterment Securities serves as broker-dealer or for which Betterment LLC serves as investment adviser. Custodian reserves the right to refuse to accept and hold any specific asset other than Shares, as defined herein. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee, but such assets shall generally be held in an Account for which the records are maintained on a proprietary recordkeeping system of the Company.
2. *Investment of Contributions.* The Depositor hereby directs the Custodian to open and maintain one or more brokerage accounts with Betterment Securities or the Company, which shall be governed by the Betterment Securities Brokerage Agreement provided in this document, into which contributions to the Account shall be invested as directed by the Depositor (“Brokerage Account”). The Depositor hereby instructs the Custodian to open and maintain one or more investment advisory accounts with Betterment or the Company, which shall be governed by the Betterment LLC Sub-Advisory Agreement provided in this document, through which Betterment or the Company shall serve as investment adviser to the Brokerage Account (“Investment Adviser Account”). Notwithstanding Section 2(c) hereof, all contributions to the account must be invested in Shares. The Custodian reserves the right to refuse to accept and hold any specific asset, including tax-free investment vehicles. Contributions shall be invested as follows:
- a. **General.** Contributions (including transfers of assets) will be invested in accordance with the Depositor’s (the Authorized Agent’s or, following the death of the Depositor, the Beneficiary’s) instructions in the Account Documents, or as the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary) directs in a Form and Manner Acceptable to the Custodian, and with subsequent instructions given by the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary), as the case may be to the Custodian in a Form and Manner Acceptable to the Custodian. By giving such

instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus or disclosure document for any Shares in which the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Section 19.

- b. **Initial Contribution.** As directed by the Depositor, the Custodian will invest all contributions (including transfers of assets) promptly after the receipt thereof. However, the Custodian shall not be obligated to invest the Depositor's initial contribution (or the Beneficiary's initial transfer of assets) to this Custodial Account as indicated on the Application, until at least seven (7) calendar days have elapsed from the date of acceptance of the Application by or on behalf of the Custodian. The Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have received a copy of the Disclosure Statement which accompanies this Custodial Agreement unless a request for revocation is made to the Custodian within seven (7) calendar days following the acceptance of the Application by or on behalf of the Custodian as evidenced by notification to the Depositor (or following the death of the Depositor, the Beneficiary) in a Form and Manner Acceptable to the Custodian.
- c. **Incomplete, Unclear or Unacceptable Instructions.** If the Custodial Account at any time contains an amount as to which investment instructions in accordance with this Section 2 have not been received by the Custodian, or if the Custodian receives instructions as to investment selection or allocation which are, in the opinion of the Custodian, incomplete, not clear or otherwise not acceptable, the Custodian may request additional instructions from the Depositor (the Authorized Agent or the Beneficiary). Pending receipt of such instructions any amount may (i) remain uninvested pending receipt by the Custodian of clear investment instructions from the Depositor (the Authorized Agent or the Beneficiary), (ii) be invested in Money Market Shares or other core account investment vehicle, or (iii) be returned to the Depositor (or following the death of the Depositor, the Beneficiary) as the case may be, and any other investment may remain unchanged. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such amount or in implementing such instructions. Notwithstanding the above, the Custodian may, but need not, hold in cash such portion of the Account assets as shall be reasonable under the circumstances in the Custodial Account.
- d. **Minimum Investment.** Any other provision herein to the contrary notwithstanding, the Depositor (the Authorized Agent or the Beneficiary) may not direct that any part or all of the Custodial Account be invested in Shares unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.

- e. **No Duty.** The Custodian shall not have any duty to question the directions of the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) in the investment or ongoing management of the Custodial Account, including, without limitation, the Depositor's direction to open a brokerage account with Betterment Securities or open an investment advisor account with Betterment, or to advise the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) regarding the purchase, retention, withdrawal, or sale of assets credited to the Custodial Account. The Custodian, or any of its affiliates, successors, agents or assigns, shall not be liable for any loss which results from the Depositor's (the Authorized Agent's or the Beneficiary's) exercise of control (whether by his or her action or inaction) over the Custodial Account, or any loss which results from any directions received from the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) with respect to IRA assets.
3. *Contributions by Divorced or Separated Spouses.* All alimony and separate maintenance payments received by a divorced or separated spouse, and taxable under Section 71 of the Code, shall be considered compensation for purposes of computing the maximum annual contribution to the Custodial Account, and the limitations for contributions by a divorced or separated spouse shall be the same as for any other individual.
4. *Contribution Deadlines.* The following contribution deadlines generally apply to certain transactions within your IRA.
 - a. **Contributions.** The last day to make annual contributions (including catch-up contributions) for a particular tax year is the deadline for filing the Depositor's federal income tax return (not including extensions), or such later date as may be determined by the Department of the Treasury or the Internal Revenue Service for the taxable year for which the contribution relates; provided, however, the Depositor (or the Depositor's Authorized Agent) designates, in a Form and Manner Acceptable to the Custodian, the contribution as a contribution for such taxable year.
 - b. **Recharacterizations.** A contribution that constitutes a recharacterization of a prior IRA or Roth IRA contribution for a particular tax year must be made by the deadline for filing the Depositor's income tax return (including extensions) for such tax year or such later date as authorized by the IRS.

Contributions must be received by the Custodian prior to the deadline for a given tax year in order to be applied to that tax year. The Depositor understands and agrees that Contributions must be made in a Form and Manner Acceptable to the Custodian, and the Custodian may limit contribution methods to ACH transactions or other forms of transaction that entail waiting periods, often a week or longer between the initiation of such deposits and the receipt thereof by the Custodian. The Custodian will not be

responsible under any circumstances for any waiting periods for transaction completion nor for the timing, purpose or propriety of any contribution nor shall the Custodian incur any liability for any tax, penalty, or loss imposed on account of any contribution.

5. *Rollover Contributions.* The Custodian may, but is not required to, accept for the Depositor's Custodial Account in a Form and Manner Acceptable to the Custodian all rollover contributions which consist of cash, and it may, but shall be under no obligation to, accept all or any part of any other property permitted as an investment under Code Section 408. The Depositor (or the Depositor's Authorized Agent) shall designate in a Form and Manner Acceptable to the Custodian each rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed rollover contribution qualifies as a rollover contribution within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3), and/or 457(e)(16) of the Code. The Depositor (or the Depositor's Authorized Agent) shall provide any information the Custodian may require to properly allocate rollover contributions to the Depositor's Account(s). Submission by or on behalf of a Depositor of a rollover contribution consisting of assets other than cash or property permitted as an investment under this Article VIII shall be deemed to be the instruction of the Depositor to the Custodian that, if such rollover contribution is accepted, the Custodian will use its best efforts to sell those assets for the Depositor's Account, and to invest the proceeds of any such sale in accordance with Section 2. The Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 2; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage, investment adviser, and other costs incidental to the sale or attempted sale of such property will be charged to the Custodial Account in accordance with Section 19 hereof. The Custodian will not be responsible for any losses the Depositor may incur as a result of the timing of any rollover from another trustee or custodian that is due to circumstances reasonably beyond the control of the Custodian. It shall be the Depositor's responsibility to ensure that any minimum distribution required by sections 408(a)(6) and 401(a)(9) of the Code and applicable regulations is made prior to giving the Custodian such rollover instructions.
6. *Reinvestment of Earnings.* Distributions or earnings of every nature received in respect of the assets in a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account shall be reinvested as instructed pursuant to Section 2. In the absence of other instructions pursuant to Section 2, distributions of every nature received in respect of the assets in a Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account shall be reinvested as follows:
 - a. in the case of a distribution in respect of Shares which may be received, at the election of the shareholder, in cash or in additional Shares, the Custodian shall elect to receive such distribution in cash;

- b. in the case of a cash distribution which is received in respect of Shares, the Custodian shall reinvest such cash in additional Shares of that ETF or entity;
- c. in the case of any other distribution of any nature received in respect of assets in the Custodial Account, the distribution shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the Depositor's (the Authorized Agent's, or following the death of the Depositor, the Beneficiary's) instructions pursuant to Section 2.

7. *Designation of Beneficiary.* A Depositor may designate a Beneficiary for his or her Account as follows:

- a. **General.** A Depositor (or following the death of the Depositor, the Beneficiary) may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Depositor (or following the death of the Depositor, the Beneficiary) in a Form and Manner Acceptable to the Custodian, and filed with the Custodian; provided, however, that such designation, or change or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than nine months after the death of the Depositor (or following the death of the Depositor, the Beneficiary), and provided, further, that such designation, change, or revocation shall not be effective as to any assets distributed or transferred out of the Account (including a transfer to an inherited IRA or Beneficiary Distribution Account) prior to the Custodian's receipt and acceptance of such designation, change, or revocation. Subject to Sections 9 and 10 below, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Depositor (or following the death of the Depositor, the Beneficiary) under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred. The latest such designation or change or revocation shall control except as determined by applicable law. If the Depositor had not by the date of his or her death properly designated a Beneficiary in accordance with the preceding sentence, or if no designated primary or contingent Beneficiary survives the Depositor, the Depositor's Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, his or her estate. If the Depositor designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving Beneficiary(ies), as applicable, in equal shares. Unless otherwise designated by the Depositor in a Form and Manner Acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Depositor predeceases the Depositor, the Account assets for which that deceased Beneficiary is entitled will be divided equally among the surviving primary and contingent Beneficiary(ies), as applicable. If the Beneficiary is not a

U.S. citizen or other U.S. person (including a resident alien individual) at the time of the Depositor's death, the distribution options and tax treatment available to such Beneficiary may be more restrictive. Unless otherwise designated by the Depositor in a Form and Manner Acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Depositor's death, payment of the Depositor's Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Depositor. If a Beneficiary does not predecease the Depositor but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to a Beneficiary or Beneficiaries designated by such Beneficiary(ies) as his or her successor Beneficiary in a Form and Manner Acceptable to the Custodian and filed with the Custodian; provided, however, that such designation must be received and accepted by the Custodian in accordance with this section. If no proper designation has been made by such Beneficiary in accordance with this section, distributions will be made to such Beneficiary's estate.

Notwithstanding any provision of this Custodial Agreement to the contrary, for purposes of distributions calculated and requested pursuant to Article IV, the designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code shall be the individual designated as such by the Depositor. Notwithstanding any provision of this Custodial Agreement to the contrary, unless otherwise designated by the Depositor (or following the death of the Depositor, by a Beneficiary) in a Form and Manner Acceptable to the Custodian, when used in this Custodial Agreement or in any designation of Beneficiary received and accepted by the Custodian, the term "per stirpes" shall be construed as follows: if any primary or contingent Beneficiary, as applicable, does not survive the Depositor (or following the death of the Depositor, the Beneficiary), but leaves surviving descendants, any share otherwise payable to such beneficiary shall instead be paid to such beneficiary's surviving descendants by right of representation. In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Depositor, the executor or administrator of the estate of the Depositor, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries.

- b. **Minors.** If a distribution upon the death of the Depositor (or following the death of the Depositor, the Beneficiary) is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all, or any part of the distribution to (i) a parent of such person, (ii) the guardian, conservator, or other legal representative, wherever appointed, of such person, (iii) a custodial account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act, (iv) any person having control or custody of such person, or (v) to such person directly. Notwithstanding anything in this Custodial

Agreement to the contrary, if the Account is established for a minor under the provisions of either the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (to the extent permitted by the Custodian), the beneficiary of such Account while so established and maintained shall be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

- c. **Judicial Determination.** Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination which shall be binding on all parties claiming any interest in the Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article VIII, Section 18.
 - d. **No Duty.** The Custodian shall not have any duty to question the directions of a Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) as to the time(s) and amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with Section 408(a)(6), Section 401(a)(9), Section 2056(b)(7) or Section 2056A of the Code.
 - e. **Special Distribution Rules Relating to Required Minimum Distribution Rules by Beneficiaries and Special Provisions for an Inherited IRA(s).** The Attachment "Required Minimum Distributions" is hereby incorporated into this Custodial Agreement.
8. *Payroll Deduction.* Subject to approval of the Custodian, a Depositor may choose to have contributions to his or her Custodial Account made through payroll deduction if the Account is maintained as part of a program or plan sponsored by the Depositor's employer, or if the employer otherwise agrees to provide such service. In order to establish payroll deduction, the Depositor must authorize his or her employer to deduct a fixed amount or percentage from each pay period's salary up to the maximum annual IRA contribution limit per year, unless such contributions are being made pursuant to a Simplified Employee Pension Plan described under Section 408(k) of the Code, in which case, contributions can be made up to the maximum annual percentage limit of the Depositor's earned compensation (subject to the contribution limits as described in Section 402(h)(2) and the compensation limits as described in Section 401(a)(17), 404(l) and 408(k) of the Code). Contributions to a Custodial Account of the Depositor's spouse may be made through payroll deduction if the employer authorizes the use of payroll deductions for such contributions, but such contributions must be made to a separate Account maintained for the benefit of the Depositor's spouse. The Custodian shall

continue to receive for the Depositor's Account payroll deduction contributions until such time as the Depositor's instruction to his or her employer (with reasonable advance notice) causes such contributions to be modified or to cease.

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

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

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

- a. Notwithstanding this Section 10 and Section 18 below, the Custodian is empowered to make distributions absent the Depositor's (the Authorized Agent or after the death of the Depositor, the Beneficiary) direction if directed to do so pursuant to a court order or levy of any kind, or in the event the Custodian resigns or is removed as Custodian. In such instance, neither the Custodian nor the Company shall in any event incur any liability for acting in accordance with such court order or levy, or with the procedures for resignation or removal in Section 27 below. For distributions requested pursuant to Article IV, life expectancy shall be calculated based on information provided by the Depositor

(or with the prior consent of the Custodian, the Authorized Agent or, following the death of the Depositor, the Beneficiary) using any applicable distribution period from tables prescribed by the IRS in regulations or other guidance. The Custodian shall be under no duty to perform any calculations in connection with distributions requested pursuant to Article IV, unless specifically required to by the IRS. Notwithstanding the foregoing, at the direction of the Depositor (or following the death of the Depositor, the Beneficiary), and with the consent of the Custodian, the Custodian may perform calculations in connection with such distributions. The Custodian shall not incur any liability for errors in any such calculations as a result of reliance on information provided by the Depositor (or with the prior consent of the Custodian, the Authorized Agent or, following the death of the Depositor, the Beneficiary).

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

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

Conversions must generally be made by December 31 of the year to which the conversion relates. Conversions made via a 60-day rollover must be deposited in a Roth IRA within 60 days.

12. *Recharacterization of Contributions.* Annual contributions or conversion contributions held on behalf of the Depositor in a Roth IRA may be transferred (“recharacterized”) via a trustee-to-trustee transfer to the Custodian, in a Form and Manner Acceptable to the Custodian, to be held in the Custodial Account for the Depositor under this Custodial Agreement. The Custodian will not be responsible for any penalties or losses the Depositor may incur as a result of the timing of any such recharacterization from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian.

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

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

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

14. *Assignment Rights.* The Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) or anyone else may not borrow from the Account, or pledge any portion of it as security or otherwise assign or create a lien on any part of the Account.
15. *Instructions, Notices, and Communications.* All instructions, notices, or communications, written or otherwise, required to be given by the Custodian to the Depositor (or following the death of the Depositor, the Beneficiary) shall be deemed to have been given when delivered or provided to the last known address, including an electronic address of the Depositor or the Beneficiary in the records of the Custodian. All instructions, notices, or communications, written or otherwise, required to be given by the Depositor (or following the death of the Depositor, the Beneficiary) to the Custodian shall be mailed, delivered or provided to the Custodian care of Betterment via the designated mailing address of Betterment, including an electronic address if authorized or required by Betterment, as specified by Betterment, unless otherwise specified by the Custodian, and no such instruction, notice, or communication shall be effective until the Custodian's actual receipt thereof.
16. *Effect of Instructions, Notices, and Communications.*
- a. **General.** The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon, any instructions, notices, communications or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proved by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record or electronic imaging. For purposes of this Custodial Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proved by audio recorded tape, data file, or electronic record maintained by the Custodian, or other means acceptable to the Custodian, as the case may be.
 - b. **Incomplete or Unclear Instructions.** If the Custodian receives instructions or other information relating to the Depositor's (or following the death of the Depositor, the Beneficiary's) Custodial Account which are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions or other information from the Depositor (the Authorized Agent, or following the death of the Depositor, the Beneficiary). Pending receipt of any such instructions or other information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such instructions or

information from a Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) relating to his or her Custodial Account or to otherwise advise the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary) regarding any matter relating thereto.

17. *Tax Matters.*

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

18. *Spendthrift Provision.* Subject to Section 10 above, any interest in the Account shall generally not be transferred or assigned by voluntary or involuntary act of the Depositor (or, following the death of the Depositor, the Beneficiary) or by operation of law; nor shall any interest in the Account be subject to alienation, assignment, garnishment, attachment, receivership, execution, or levy except as required by law. However, this Section 18 shall not in any way be construed to, and the Custodian is in no way

obligated or expected to, commence or defend any legal action in connection with this Custodial Agreement or the Custodial Account. Commencement of any such legal action or proceeding or defense shall be the sole responsibility of the Depositor (or following the death of the Depositor, the Beneficiary) unless agreed upon by the Custodian and the Depositor (or following the death of the Depositor, the Beneficiary), and unless the Custodian and the Company are fully indemnified for doing so to the Custodian's and the Company's satisfaction. Notwithstanding the foregoing, in the event of a property settlement between a Depositor (or following the death of the Depositor, the Beneficiary) and his or her former spouse pursuant to which the transfer of a Depositor's (or following the death of the Depositor, the Beneficiary's) interest hereunder, or a portion thereof, is incorporated in a divorce decree or in an instrument, written or otherwise, incident to such divorce or legal separation, then the interest so decreed by a court to be the property of such former spouse shall be transferred to a separate Custodial Account for the benefit of such former spouse, in accordance with Section 408(d)(6) of the Code and Section 10 above. In the event the Custodian is directed to distribute assets from the Custodial Account pursuant to a court order or levy, the Custodian shall do so in accordance with such order or levy and Section 10 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

19. *Fees and Expenses.*

- a. **General.** The fees of the Custodian for performing its duties hereunder shall be in such amount as it shall establish from time to time, as communicated on the Custodial Fee Schedule which accompanies this Custodial Agreement, or in some other Form and Manner Acceptable to the Custodian. All such fees, as well as expenses (such as, without limitation, brokerage commissions upon the investment of funds, fees for special legal services, taxes levied or assessed, or expenses in connection with the liquidation or retention of all or part of a rollover contribution), shall be collected by the Custodian from cash available in the Custodial Account, or if insufficient cash shall be available, by sale, or withdrawal of sufficient assets in the Custodial Account and application of the sales proceeds, or funds withdrawn, to pay such fees and expenses. Alternatively, but only with the consent of the Custodian, fees and expenses may be paid directly to the Custodian by the Depositor (the Authorized Agent or following the death of the Depositor, the Beneficiary) by separate check.
- b. **Investment Management Fees.** The Depositor (or, following the death of the Depositor, the Beneficiary) hereby directs the Custodian to disburse from the Custodial Account payment to the Company for investment advisory, brokerage, or other services the Company may provide to the Account and the assets held therein. The Custodian shall, upon additional direction from the Depositor (or, following the death of the Depositor, the Beneficiary's) disburse from the Account payment to any other registered investment advisor for any fees for

financial advisory services rendered by such registered investment adviser with regard to the assets held in the Account; any such additional direction must be provided in a Form and Manner Acceptable to the Custodian. The Custodian shall not incur any liability for executing any such direction as provided by this paragraph. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in full faith reliance upon any such fee disbursement direction. The Depositor hereby acknowledges and agrees that the Custodian may receive compensation from the Company for services the custodian provides to the Company and the Account.

- c. **Sale of Assets/Withdrawal of Funds.** Whenever it shall be necessary in accordance with this Section 18 to sell assets, or withdraw funds, in order to pay fees or expenses, the Custodian may sell, or withdraw, any or all of the assets credited to the Custodial Account at that time, and shall invest the portion of the sales proceeds/funds withdrawn remaining after collection of the applicable fees and expenses therefrom in accordance with Section 2. The Company or Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

20. *Escrow.* With the consent of the Custodian, the Custodial Account may serve as an escrow arrangement to hold restricted distributions from defined benefit plans pursuant to applicable Income Tax Regulations. In such event, the Custodian will act in accordance with an escrow agreement acceptable to it and pursuant to which it will only act upon the direction of the trustee of the distributing plan with respect to distributions from the Account. Such agreement will remain in place until the trustee of the distributing plan releases the Custodian from such escrow agreement.

21. *Voting with Respect to Securities.* The Custodian shall deliver to the Depositor (or, following the death of the Depositor, the Beneficiary) all prospectuses and proxies that may come into the Custodian's possession by reason of its holding of Shares in the Custodial Account. The Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) may direct the Custodian as to the manner in which any Shares held in the Custodial Account shall be voted with respect to any matters as to which the Custodian as holder of record is entitled to vote, coming before any meeting of shareholders of the corporation which issued such securities, or of holders of interest in the corporation or entity which issued such Shares. All such directions shall be in a Form and Manner Acceptable to the Custodian, and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those securities and Shares with respect to which it has received timely directions from the Depositor (the Authorized Agent or, following the death of the Depositor, the Beneficiary); provided however, that by establishing (or having established) the Custodial Account the Depositor (or following the death of the Depositor, the Beneficiary) authorizes the Custodian to vote any held in the Custodial Account on the applicable record date, for which no timely instructions are received, in the same proportions as the Custodian has

been instructed to vote the Shares held in the Custodial Accounts for which it has received timely instructions, but effective solely with respect to votes before January 1, 2003, only to the extent that such vote is necessary to establish a quorum.

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

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

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

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

Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Depositor (or, following the death of the Depositor, the Beneficiary), the Custodian may, in its discretion, establish procedures pursuant to which the Depositor (or following the death of the Depositor, the Beneficiary) may delegate, in a Form and Manner Acceptable to the Custodian, to a third-party any or all of the Depositor's (or following the death of the Depositor, the Beneficiary's) powers and duties hereunder. Any such third-party to whom the Depositor (or following the death of the Depositor, the Beneficiary) has so delegated powers and duties shall be treated as the Depositor (or following the death of the Depositor, the Beneficiary) for purposes of applying the preceding sentences of this paragraph and the provisions of this Custodial Agreement.

26. *Amendment of Custodial Agreement.* The Custodian may amend this Custodial Agreement in any respect at any time (including retroactively), so that it may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Custodial Agreement as the Custodian deems advisable. The Custodial Agreement, as amended, shall be posted on the website of Betterment and/or Betterment Securities and the Depositor agrees to check those websites for updates and amendments to this Custodial Agreement. The Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary) may terminate this Custodial Account and distribute the proceeds, as so directed by the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary), and the Depositor understands that by continuing to maintain the Account without objecting to revised terms of this Custodial Agreement, the Depositor is accepting the terms of the revised Custodial Agreement and will be legally bound by its terms and conditions. The Custodian may, but is not obligated to, deliver the Depositor (or, following the death of the Depositor, the Beneficiary) at his or her last known address, including an electronic address (as shown in the records of the Custodian) a copy of such amendment or a restatement of this Custodial Agreement.
27. *Resignation or Removal of Custodian.* The Company may remove the Custodian at any time, and the Custodian may resign at any time, upon thirty (30) days notice to the Depositor (the Authorized Agent, or, following the death of the Depositor, the Beneficiary). Upon the removal or resignation of the Custodian, the Company may, but shall not be required to, appoint a successor custodian under this Custodial Agreement; provided that any successor custodian shall satisfy the requirements of Section 408(a)(2) of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Custodial Account, to such successor custodian; provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Custodial Account, or on or against the Custodian or the Company. The Custodian shall not be liable for the acts or omissions of any predecessor or successor to it. Upon acceptance of such appointment, a successor custodian shall be vested with all authority, discretionary or otherwise, of the Custodian pursuant to this Custodial Agreement. If no successor custodian is appointed by the Company, the Custodial Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to the Depositor (or, following the death of the Depositor, the Beneficiary). The Depositor may not remove the Custodian from the Custodial Account but may terminate the Custodial Account pursuant to Section 28 hereof.
28. *Termination of the Custodial Account.* The Depositor (or, following the death of the Depositor, the Beneficiary) may terminate the Custodial Account at any time upon notice to the Custodian in a Form and Manner Acceptable to the Custodian. Upon such termination, the Custodian shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another

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

29. ***Governing Law.*** This Custodial Agreement, and the duties and obligations of the Company and the Custodian under this Custodial Agreement, shall be construed, administered and enforced according to the laws of the State of Illinois, except as superseded by federal law or statute.
30. ***When Effective.*** This Custodial Agreement shall not become effective until acceptance of the Application by or on behalf of the Custodian at its principal office, as evidenced by a notice to the Depositor (or following the death of the Depositor, the Beneficiary).
31. ***Electronic Delivery of Documents.*** The Depositor acknowledges receipt and acceptance of the "Consent to Electronic Delivery of Documents from Betterment and Betterment Securities" which is attached hereto and hereby agrees that the "Consent to Electronic Delivery of Documents from Betterment and Betterment Securities" shall additionally apply to this Custodial Agreement and all matters relating to it, including Account documents provided to the Depositor by the Custodian. All written notices to any party under this Custodial Agreement shall be sent to such party in electronic form either through website, designated email addresses, or other forms of electronic communication. Notwithstanding the above, the Custodian may occasionally require certain communications from the Client to be sent in non-electronic form.
32. **ARBITRATION AGREEMENT AND DISCLOSURES.** In the event a claim or dispute of any kind or nature arises between the Depositor and Custodian, including the scope of this arbitration clause, it shall be resolved by arbitration conducted in Oak Brook, Illinois, as follows:
 - a. **Either party may submit the matter to arbitration by serving a complaint on the other party that sets forth the nature of the claim. Service may be made by certified mail to the designee. The parties shall mutually select an arbitrator who shall be a retired judge or an attorney licensed to practice law in the state of Illinois, and shall have not less than ten years of experience in**

servicing as arbitrator or judge in disputes or litigation concerning the subject matter of the dispute.

- b. The arbitrator shall conduct an evidentiary hearing and issue a final award within 180 days of his or her appointment. The arbitrator shall be bound to follow and apply the substantive law of the state of Illinois, and the procedural and evidentiary rules of the state of Illinois in effect at the time of any arbitration proceeding hereunder.
- c. The arbitrator shall award reasonable attorney's fees and costs of arbitration to the prevailing party.
- d. If the parties cannot agree upon the appointment of an arbitrator, either party may file a petition in the Second Judicial District Court to appoint an arbitrator.

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

ADDITIONAL PROVISIONS OF THE INSPIRA FINANCIAL TRUST, LLC CUSTODIAL AGREEMENT

AGREEMENT

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

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

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

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

**ATTACHMENT TO THE INSPIRA FINANCIAL TRUST, LLC AGREEMENT FOR TRADITIONAL IRA
ACCOUNTS**

REQUIRED MINIMUM DISTRIBUTIONS

- a. *Required Minimum Distributions.* The Depositor is required to establish a periodic distribution schedule for a distribution amount which equals or exceeds the Depositor's required minimum distribution amount for the year the Depositor attains age 70^{1/2} and each subsequent year. Unless the Depositor otherwise instructs the Custodian in a Form and Manner Acceptable to the Custodian, the Depositor hereby authorizes the Custodian to have funds in the amount of the Depositor's required distribution as determined by IRS rules deposited into any non-IRA brokerage account maintained with an affiliate of the Company, on or before December 31 of each year. If the depositor does not maintain such a non-IRA brokerage account with an affiliate of the Company the Depositor hereby authorizes the Custodian to have such funds transferred from the Account via ACH transaction to a checking or savings account maintained by the Depositor that is established to receive ACH transfers from the Company. If the depositor does not maintain such a non-IRA brokerage account with an affiliate of the Company, and does not maintain such a non-IRA checking or savings account that is properly established to receive ACH transfers from the Company, then the Depositor hereby grants the Custodian the authority to establish a non-IRA savings account to receive the Depositor's required minimum distribution. The Custodian shall have the authority but not the duty to distribute this annual required distribution amount from the Account or take any other action authorized in this paragraph. The Depositor is solely responsible for ensuring that the required minimum distributions occur on a timely basis.
- b. *Special Distribution Rules to Ensure Compliance with Required Minimum Distribution Rules by Beneficiaries and Special Provisions for an Inherited IRA(s).* The Depositor agrees to inform any Beneficiary that he or she is the Depositor's beneficiary and the Depositor must inform the Custodian of the Depositor's death in a Form and Manner Acceptable to the Custodian. The Custodian has the right to require the Beneficiary(ies) furnish the Custodian with a certified copy of the Depositor's death certificate or other documentation as the Custodian may require to verify the Depositor's death.

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

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

- i. The Depositor agrees that the Custodian has the right but not the obligation to establish an inherited IRA account for each beneficiary on the Custodian's data processing system, even before a Beneficiary instructs the Custodian how he or she will take withdrawals. Such an established inherited IRA will be governed by an agreement which shall take the same form as this Custodial Agreement, as amended from time to time, with the established inherited IRA being treated as the Account thereunder. The custodian will have the authority to move the funds from the Account to one or more new established inherited IRA accounts. The Custodian will have the right, if necessary, because of data processing or administrative requirements to surrender the Brokerage Account which comprised the Account and establish new ones for the inherited IRAs.
- ii. The Custodian will transfer an inherited IRA to another IRA custodian or trustee, but may require the requesting beneficiary and the receiving IRA custodian/trustee furnish the Custodian, in a Form and Manner Acceptable to the Custodian, with a special transfer of inherited IRA administrative form that clearly acknowledges is the status of the "inherited IRA" which is being transferred. Inherited IRAs are not eligible to be rolled over unless the beneficiary is a spouse who is the sole beneficiary.
- iii. Each Beneficiary will be required to instruct the Custodian, in a Form and Manner Acceptable to the Custodian, to how he or she will withdraw funds from his or her inherited IRA so that the required minimum distributions rules applicable to inherited IRAs will be satisfied. A spouse Beneficiary will be deemed to have elected the life-distribution rule unless the Beneficiary expressly elects, in a Form and Manner Acceptable to the Custodian, the five-year rule on or before December 31 of the year following the year of your death. A nonspouse Beneficiary will also be deemed to have elected the life distribution rule unless the Beneficiary expressly elects, in a Form and Manner Acceptable to the Custodian, the five-year rule on or before December 31 of the year following the year of your death. Any Beneficiary shall be solely responsible to make sure that required distributions take place on a timely basis so the 50% excise tax of Code section 4974(a) will not apply. A nonspouse Beneficiary is reminded

that he or she has no rollover rights with respect to a distribution from an inherited IRA.

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

**ATTACHMENT TO THE INSPIRA FINANCIAL TRUST, LLC CUSTODIAL AGREEMENT FOR
TRADITIONAL IRA ACCOUNTS
REQUIRED MINIMUM DISTRIBUTIONS**

This Attachment is left intentionally blank.

CUSTODIAL FEE SCHEDULE

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

Inspira Financial Trust, LLC Self-Directed IRA Account Holder Disclosure and Hold Harmless

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

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

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

1. I understand the requirements put forth by the IRS to establish an IRA and certify that I am eligible to establish a Traditional/Roth IRA. Furthermore, I understand that it is not the responsibility of Inspira to advise me as to the deductibility or non-deductibility of any contributions to my account. The reporting of my contributions and how they are handled are completely up to me.
2. I understand that my Account is self-directed. This means that I am responsible for the selection, management, and retention of all investments held within my Account. I understand that Inspira is in no way responsible for providing investment advice or recommendations, and that Inspira is not a “fiduciary” for my Account as such term is defined in the Internal Revenue Code (“IRC”), ERISA, the Illinois Department of Financial and Professional Regulation, Division of Financial Institutions, Blacks Legal Dictionary or any other applicable federal, state or local laws.
3. I understand that it is my sole responsibility to manage the investment held within my Account, and that Inspira has no responsibility to question any investment directions given by me or my Authorized Agent, (if I have appointed one), regardless of the nature of the investment. I understand that Inspira is in no way responsible for monitoring the performance of the investment held within my Account.

I understand that Inspira will not conduct a due diligence review of any investment, nor will Inspira make any investigations with regard to any investment, any issuer or sponsor of any investment, or any officer, director, or other person or entity involved or affiliated with my investments. I understand that Inspira will not review the prudence, viability or merits of any of

my investments.

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

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

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

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

8. I understand that if the investment contains any administrative requirements or duties

beyond Inspira's normal and customary services, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver written service agreements acceptable to Inspira for execution on behalf of my account.

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

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

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

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

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

14. I understand that Inspira reserves the right to liquidate any and/or all investments in my account in order to satisfy any outstanding fees owed to Inspira and that Inspira may also at their discretion distribute my account to me due to non-payment of fees. The account will be distributed at the FMV as reflected on my latest Inspira account statement and I may have a tax liability because of this distribution, however, I agree to hold Inspira harmless of said liability.

15. I understand that all investments held within my Account are not guaranteed by Inspira and

that my investments may lose value.

PROHIBITED TRANSACTIONS-SUMMARY

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

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

Section 4975 (c) prohibited transactions include but are not limited to any direct or indirect -

a) sale or exchange, or leasing, of any property between a plan and a disqualified person;

b) lending of money or other extension of credit between a plan and a disqualified person;

c) furnishing of goods, services, or facilities between a plan and a disqualified person;

d) transfer to, or use by or for the benefit of, a disqualified person of the income or assets of a plan.

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

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

ARBITRATION AGREEMENT

In the event a claim or dispute of any kind or nature arises between the Depositor and Custodian including the scope of this arbitration clause, it shall be resolved by arbitration conducted in Oak Brook, Illinois, as follows:

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

of experience in servicing as arbitrator or judge in disputes or litigation concerning the subject matter of the dispute.

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

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

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

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

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

IRA DISCLOSURE STATEMENT

Please review IRS Publications 590-a and 590-b, which contain important information about IRA accounts. IRS Publication 590-a is hereby provided at <https://www.irs.gov/pub/irs-pdf/p590a.pdf>, and IRS Publication 590-b is hereby provided at <https://www.irs.gov/pub/irs-pdf/p590b.pdf>.

SUMMARY OF BUSINESS CONTINUITY PLAN

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

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

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

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

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

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

RECEIPT OF DOCUMENTS

You acknowledge and agree that you have received all of the documents contained herein as of the date you submit your Betterment application through the Sign Up form on Betterment's website. If you signed up through an invitation sent via Betterment's Refer-a-Friend you have also received disclosure of the terms of the Refer a Friend program as of that date.