

GoHenry Network Financial LLC Customer Agreement
Date of last revision: September 21, 2022

This customer agreement (this "Agreement") sets out the terms and conditions under which GoHenry Network Financial LLC and its agents and assigns (collectively, "GoHenry Network Financial", "We", "Us" or "Our"), will services with respect to one or more accounts on Your behalf ("Your Account(s)" or the "Account(s)"). When used in this Agreement, the words "You," "Your," and "Yourself" mean the owner(s) of the Account. For the avoidance of doubt, in the case of a joint account, the words "You," "Your," and "Yourself" mean each of the owners of a joint Account, where applicable. This Agreement will become effective, and you will become our client on the date you sign it. You will sign this Agreement by checking and clicking the "I Agree" button or typing your name in the electronic signature field appearing after you have scrolled through this Agreement, either of which will constitute your electronic signature. Your electronic signature will be the same as if you signed a paper agreement by hand.

You and we agree:

1. Capacity and Status; Eligibility.

- (A) You are of legal age under the laws of the country where You reside and authorized to enter into this Agreement. No person, except You (or any person named in a separate agreement or joint account), has any interest in the Account opened pursuant to this Agreement. GoHenry Network Financial reserves the right to assess or reassess at any time Your eligibility to maintain an Account and utilize the GoHenry app.
- (B) You understand that You may only open an Account if You are a resident of jurisdictions where it is legal to do so. If at any point You cease to be a resident of a jurisdiction where the opening of and maintenance of the Account is legal, You understand that GoHenry Network Financial, at its sole discretion, may close or restrict access to Your Account. In the event that You cease to be a resident of a jurisdiction where the opening of and maintenance of the Account is legal, You will notify GoHenry Network Financial in writing immediately. You further understand that You may not be able to access Your Account while physically present in certain other jurisdictions outside of United States of America. Lastly, You understand that if You attempt to access Your Account from a jurisdiction subject to certain U.S. sanctions or You are ordinarily resident in such a jurisdiction, or if GoHenry Network Financial reasonably believes that You are attempting such access or have become a resident in such a jurisdiction, GoHenry Network Financial may restrict the Account. If this happens, You understand that You should contact us by email at crypto@gohenry.com.

2. **Authorization.** You appoint Us as Your agent for the purpose of carrying out Your directions to Us in accordance with the terms and conditions of this Agreement. We are authorized to open or close Your Account(s), initiate Deposits (as defined below), Withdrawals (as defined below), effectuate transfers of funds in and out of Your Account in connection with Orders (as defined below), effectuate Deposit Account Transfers (as defined below), as well as take such other steps as are reasonable to carry out Your directions. You understand that our services are only accessible via the GoHenry app. You agree to receive and transmit financial information through such electronic means. Your use or Your grant of access to Your Account to any third party to access information or provide instructions with respect to Your Account is solely at Your risk.

3. Third-Party Trading Authorization

To the extent You designate one or more minors or adults as an Authorized User ("Authorized User") for Your Account(s) through the GoHenry app, You agree that such Authorized Users shall have limited authority ("Limited Authority") to inquire into Your Account(s) (such as by viewing it in the GoHenry app) through the GoHenry app, Alpaca, or otherwise, and to effectuate transfers of funds in and out of Your Account in connection with Orders (as defined below) without direct instructions from You. In furtherance of the above, You designate the Authorized User as Your authorized agent, granting that individual the ability to take action consistent with the foregoing.

You agree and acknowledge the following: (i) You authorize us to accept instructions from the Authorized User consistent with the trading authority granted herein (ii) GoHenry Network Financial may remove any Authorized User from Your Account(s) at any time and for any reason; (iii) You accept full responsibility for determining whether any decision or strategy undertaken by the Authorized User is appropriate for You; (v) You accept full responsibility for understanding the risks associated with granting authority to the Authorized User, and assume sole liability for the financial, tax, and other consequences of all actions and instructions of the Authorized User. You acknowledge that Your account may incur third-party charges related to transactions effected by the Authorized User consistent with this Agreement, and You agree to pay any such charges.

You consent to us discussing certain features of Your Account(s) with any Authorized User, which includes giving him or her access to the activity of an Authorized User and information about the features of Your Account(s) that are accessible by Authorized Users. You also agree that an Authorized User may use and receive information about Your Account(s) pertaining to the Authorized User's activities. If an Authorized User is not a minor, You authorize us to share information about the activities of other Authorized Users on Account(s). By adding an Authorized User, You represent that You have permission from the Authorized User to allow us to share information about him or her as allowed by applicable law. This includes information we may get from You, any Authorized User, and information about their transactions and use of the Services.

If You have appointed two or more Authorized Users, we will consider each of them to have the power to act alone (severally) and without the consent of any other Authorized Users, with respect to the powers granted herein. Should we receive conflicting or inconsistent instructions from Your Authorized Users, we may restrict Your Account(s) from further activity. Such a restriction may remain in place until we receive adequate instructions on how to proceed. These may be in the form of written instructions signed by all owners or by all Authorized Users, or a court order.

An individual will remain an Authorized User until any of the following occurs: (i) You remove the Authorized User from Your Account(s) through the GoHenry app; (ii) We receive written notice from You withdrawing authority; (iii) We receive written notice of resignation from the Authorized User; (iv) We receive written notice of the death or incapacity of You or Authorized User; or (iv) We decide, at any time and for any reason, to remove the Authorized User.

You agree that We are not responsible for any losses You incur (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) as a result of any actions, or failures to act, on the part of the Authorized User.

To the extent the Authorized User is younger than the age of 13, You certify that You are their parent or legal guardian. You agree that any minor who uses the Services must do so only as authorized by You. You acknowledge that this Agreement will apply to You and each Authorized User, and You hereby expressly accept this Agreement, including the provisions of this section, on behalf of Yourself and each Authorized User.

4. **Information Accuracy.** You: (i) certify that the information contained in Your account application and any other document that You furnish to Us in connection with Your Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing Us to provide financial services is a federal crime; (ii) authorize Us to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to Us as We may request; and (iv) agree that this Agreement, the account application and any other document You furnish in connection with Your Account is Our property, as the case may be. You shall promptly advise Us of any changes to the information in such agreements and documents in writing within ten (10) calendar days. You authorize Us to obtain reports and provide information to others concerning Your creditworthiness and business conduct. Upon Your request, We agree to provide You a copy of any report so obtained. We may retain this Agreement, the Account application, and all other such documents and their respective records at Our sole discretion, whether or not any service is extended or Account opened by Us on Your behalf.
5. **Important Information Needed to Open a New Account.** To help the government better detect the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person

who opens an account. Therefore, You understand that when You open Your Account We will ask for Your name, address, date of birth, or country identification number, and other identifying information. We may also ask for copies of Your driver's license, passport, taxpayer identification number, country of issuance, alien identification number, number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard, or other identifying documents as We so determine. You understand that We may take steps to verify the accuracy of the information You provide to Us in Your Account application or otherwise. If, for any reason, You are unable to provide the information necessary to verify Your identity, We may restrict Your access to Your Account pending such verification or close Your Account. You will provide prompt notification to Us of any changes in the information including Your name, address, e-mail address and telephone number.

6. Your Account.

- (A) . GoHenry Network Financial maintains Your Account at a bank that is a member of the Federal Deposit Insurance Corporation ("FDIC"). Unless otherwise stated by Us or the FDIC, Your Account is insured by the FDIC up to the standard maximum deposit insurance amount per depositor, per FDIC-insured bank, and per ownership category against the failure of the FDIC member bank. In determining the standard maximum insurance amount, You must consider all accounts that You hold at the bank holding my Account and You may visit FDIC's website at www.fdic.gov/deposit/deposits/ or call the FDIC directly at 1-877-ASKFDIC (1-877-275-3342).
- (B) All funds held on Your behalf by GoHenry Network Financial will be segregated by GoHenry Network Financial and held in segregated bank accounts. GoHenry Network Financial may hold Your funds and aggregate the money of other customers in the same bank account (i.e., an omnibus account). There is a risk of loss associated with the use of omnibus accounts. These risks may include legal risks, liquidation or financial risks, haircut risks, and third-party risks, among others. In the event of the insolvency or any other analogous proceedings in relation to a third party, GoHenry Network Financial may only have an unsecured claim against the third party on Your behalf, and You will be exposed to the risk that the funds received by GoHenry Network Financial from the third party is insufficient to satisfy Your claims in respect of Your Account. GoHenry Network Financial hereby disclaims any and all liability or responsibility for any resulting losses.
- (C) Limited Purpose. You understand that Your Account is a limited purpose Account and that You may only effectuate Deposits, Withdrawals, Orders, and Deposit Account Transfers, consistent with the terms of this Agreement. You understand that You may not effectuate transfers of funds from Your Account to any third party locations or accounts other than consistent with the Deposit, Withdrawal,

Order, and Deposit Account Transfer mechanics detailed below, or as GoHenry Network Financial may otherwise allow in its sole discretion.

(D) Deposits; Withdrawals.

- i. You understand that You may deposit funds into Your Account at any time using the tools made available to You on the GoHenry app (a "Deposit"). You understand GoHenry Network Financial only accepts wire transfers from outside the U.S. and wire transfers and Automated Clearing House transactions ("ACH") from the U.S. GoHenry Network Financial reserves the right to impose Deposit limits and Deposit fees by giving You reasonable advance notice.
 - ii. You understand that You may withdraw money from Your Account at any time using the tools made available to You on the GoHenry app (a "Withdrawal"). If You provide an instruction to withdraw money from Your Account, GoHenry Network Financial will reduce the requested money immediately from Your Account balance and shall process the withdrawal within the following seven (7) business days. You understand that certain restrictions may apply if fraud or other potential anti-money laundering concerns are raised. GoHenry Network Financial's internal investigations may cause GoHenry Network Financial to hold Your funds significantly longer than the period indicated herein. Your Withdrawal request will be processed provided that the following requirements are met: (a) Your instruction includes all required information; (b) Your instruction is to make a payment through any payment method in Your name used by me when the Account was initially funded ("Original Payment Method"); and (c) Your Account has been verified. If GoHenry Network Financial is unable to send Your funds or any partial amount thereof through the Original Payment Method, GoHenry Network Financial reserves the right to pay the amount through an alternative payment method indicated by You. GoHenry Network Financial shall not be held responsible for any transfer fees or charges charged by the receiver resulting from the completion of a Withdrawal.
 - iii. You understand that We may aggregate Deposits or Withdrawals initiated by You with the funds of other customers of GoHenry Network Financial.
 - iv. You acknowledge and agree that all amounts due to GoHenry Network Financial, GoHenry, or Advisor (as defined below) may be deducted from Your Account. You authorize GoHenry Network Financial to automatically debit Your Account for any applicable charges, fees, costs, and taxes owed by You.
7. **GoHenry app.** In addition to GoHenry Network Financial, the GoHenry app is operated by GoHenry Inc. ("GoHenry"). An affiliate of GoHenry, GoHenry Invest LLC ("Advisor"), provides advisory services through the GoHenry app. You understand that Your

relationship with GoHenry is governed by the terms and conditions of the GoHenry website and mobile app terms of use (the "GoHenry Terms of Use") and that Your relationship with Advisor is governed by the terms and conditions of that certain customer agreement between You and Advisor ("Investment Advisor Contract") together with the GoHenry Terms of Use, the "Customer Agreements"). Your account(s) with Advisor ("Advisory Account") are separate and distinct from Your Account with GoHenry Network Financial and are subject to the terms and conditions of your separate agreement with GoHenry Invest

8. **Refusal to Allow Withdrawals.** You understand that We may refuse to allow a Withdrawal from Your Account if it would leave insufficient funds in the Account to satisfy an Order or Deposit Account Transfer. Where You initiate a Deposit into Your Account and then initiate a Withdrawal shortly afterwards, We reserve the right to delay settlement until the relevant Deposit has cleared.
9. **No Tax Advice.** You understand that GoHenry Network Financial does not provide tax or legal advice or provide investment advisory services.
10. **Discontinuation of Service.** You understand that We may discontinue Your Account and any services related to Your Account immediately by providing written notice to You. You fully understand that in the event that GoHenry Network Financial discontinues Your Account or access to Your Account that You may no longer be able to transact out of Your Brokerage Account or Advisory Account.
11. **Oral Authorization.** You agree that We shall be entitled to act upon any oral instructions given by You so long as We reasonably believe such instruction was actually given by You or Your authorized agent.
12. **Limitation of Liability; Indemnification.**

(A) You UNDERSTAND AND AGREE THAT YOU, YOUR AFFILIATES, YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, AND DAMAGES) THAT YOU MAY INCUR IN CONNECTION WITH MY USE OF THE SERVICES PROVIDED BY YOU UNDER THIS AGREEMENT, INCLUDING MY USE OF THE GOHENRY APP AND THE WEBSITE, AND MY USE OF ANY SERVICES OF ANY KIND MADE AVAILABLE THROUGH THE PLATFORM BY ANY THIRD PARTY, INCLUDING THE DEPOSIT ACCOUNT SERVICES (THE "SERVICES"). YOU, YOUR AFFILIATES, AND YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES SHALL NOT BE LIABLE BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICES OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF YOUR SYSTEMS, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

- (B) Except as otherwise provided by law, We, or any of Our affiliates or respective partners, officers, directors, employees or agents (collectively, "Indemnified Parties") shall not be liable for any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, "Losses") are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Our, or any of Our affiliates' gross negligence or intentional misconduct. In addition, You agree that the Indemnified Parties shall have no liability for, and You agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by You with any of the terms and conditions of this Agreement; (ii) any third-party actions related to Your use of the GoHenry app or the Website; (iii) Your or Your agent's misrepresentation or alleged misrepresentation, or act or omission; (iv) Indemnified Parties following Your or Your agent's directions or instructions, or failing to follow Your or Your agent's unlawful or unreasonable directions or instructions; (v) any activities or services of the Indemnified Parties in connection with Your Account (including any technology services, reporting, trading, research or capital introduction services, settlement or processing of any transfer of funds to or from Your Account(s) herein); or (vi) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to You. Further, if You authorize or allow third parties to gain access to Our services, including Your Accounts, You will indemnify, defend and hold harmless Us, Our affiliates, and Our and Our affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. GoHenry Network Financial does not warrant against loss of use or any direct, indirect or consequential damages or Losses to You caused by Your assent, expressed or implied, to a third party accessing Your Account or information, including access provided through any other third party systems or sites.
- (C) You consent to the use of automated systems or service bureaus by Us and Our affiliates in conjunction with Your Account, including record keeping, reporting and account reconciliation and risk management systems (collectively "Automated Systems"). You understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a "System Failure") that could cause substantial damage, expense, or liability to You. You understand and agree that Indemnified Parties will have no liability whatsoever for any of Your Losses arising out of or relating to a System Failure. You also agree that Indemnified Parties will have no responsibility or

liability to You in connection with the performance or non- performance by any third party or any of their respective agents or affiliate. You agree that Indemnified Parties will have no liability, to You or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that You may incur in connection with Your use of the GoHenry app, the Website, and other services provided by Indemnified Parties under this Agreement. Further, if You authorize or allow third parties to gain access to Our services, including Your Accounts, You will indemnify, defend and hold harmless Us, Our affiliates, and Our and Our affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

13. **Effect of Attachment or Sequestration of Accounts.** We shall not be liable for refusing to obey any instruction given by or for You with respect to any of Your Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against You, and We shall be under no obligation to contest the validity of any such attachment or sequestration.
14. **Event of Death.** It is agreed that in the event of Your death, or the death of one of the joint Account holders, as applicable, the representative of Your estate or the survivor or survivors, as applicable, shall immediately give Us written notice thereof, and We may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict activity in the Account as We may deem advisable to protect Us against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of Your death or the death of one of the joint Account holders, all open directions or instructions shall be canceled, but We shall not be responsible for any action taken on such instructions or directions prior to the actual receipt of notice of death. Further, We may in Our discretion close out any or all of the Accounts without awaiting the appointment of a personal representative for Your estate and without demand upon or notice to any such personal representative. The estate of the Account holder or any of the Account holders, in case of a joint Account, who has died shall be liable and, in case of joint Accounts, each survivor shall continue to be liable, jointly and severally, to Us for any net debit balance or loss in said account in any way resulting from the completion of instructions or directions initiated prior to the receipt by Us of the written notice of the death of the decedent or incurred in the liquidation of the Account or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Agreement. Such notice shall not affect Our rights under this Agreement to take any action that We could have taken if You had not died.
15. **Unclaimed Property.** If there are funds in Your Account, and We are unable to contact You at the address shown in GoHenry Network Financial's records, and has no record of Your use of Your Account for an extended period (as defined by applicable law of the state of

Your residence), GoHenry Network Financial may be required to report and deliver these funds to the applicable governmental authority as unclaimed property. GoHenry Network Financial reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

16. **Fees and Charges.** You understand that GoHenry Network Financial may charge fees for executing Deposits and Withdrawals, Orders and for other services provided under this Agreement. You agree to pay all applicable federal, state, local, and foreign taxes. You authorize GoHenry Network Financial to automatically debit Your Account for any such charges, fees, and taxes. Fee rates are available in our [card holder terms and conditions](#). You agree to pay any such fees at the then-prevailing rate. You acknowledge that the prevailing rate of fees may change, and that change may occur without notice, unless required by applicable law. You agree to be bound by such changes. You understand that Bank, GoHenry or Advisor may charge You fees separate and apart from the fees provided for under this Agreement, pursuant to the applicable agreement You enter into with Bank, GoHenry or Advisor (respectively).

17. Arbitration.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. BY ENTERING INTO THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED;**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED;**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD EXCEPT IN VERY LIMITED CIRCUMSTANCES;**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY;**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION; AND**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN STEP ADVISERS AND THE CLIENT OR THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF STEP ADVISERS' BUSINESS OR THE CLIENT'S INVESTMENT ACCOUNT (COLLECTIVELY, "CLAIMS"), SHALL BE CONDUCTED SOLELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION.

ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY. ANY SUCH ARBITRATION SHALL BE HELD IN THE STATE OF NEW YORK.

THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST GOHENRY NETWORK FINANCIAL OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

Notwithstanding the foregoing or anything to the contrary in this Agreement, in no way shall this Agreement constitute a waiver or limitation of rights that the Client may have under federal or state securities laws to pursue a remedy by other means if and to the extent such laws guaranty such right to the Client and do not permit the waiver thereof.

18. **Force Majeure.** GoHenry Network Financial may, in its reasonable opinion, determine that a Force Majeure Event exists. A "Force Majeure Event" for the purposes of this Agreement will include, but is not limited to, the following: (a) any act, event or occurrence (including, without limitation, any act of God, strike, riot or civil unrest, epidemic, pandemic, act of terrorism, war (declared or undeclared), fire, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in GoHenry Network Financial's opinion, prevents it from maintaining Your Account; (b) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or (c) the failure of any relevant supplier, service provider, financial institution, agent or principal of ours, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations. If GoHenry Network Financial determines that a Force Majeure Event exists, GoHenry Network Financial may, without notice to You, and at any

time, acting reasonably, take one or more of the following steps: (i) cease processing any instruction or direction related to a Deposit, Withdrawal, Order or Deposit Account Transfer; or (ii) suspend or modify the application of all or part of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for GoHenry Network Financial to comply thereto. You agree that GoHenry Network Financial and its affiliates will not be liable in any way to You or to any other person in the event of a Force Majeure Event, nor for GoHenry Network Financial's actions pursuant to this Section if GoHenry Network Financial decides to take such action. The parties shall be released of all responsibilities for partial or full non-fulfilment, as well as for improper fulfilment of the obligations under this Agreement, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event.

19. **Miscellaneous Provisions.**

- (A) Applicable Law. This Agreement and all activity effectuated in Your Account shall be governed by the laws of the State of New York (regardless of the choice of law rules thereof).
- (B) Interpretation. The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder. All personal pronouns used in the Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, if and where applicable.
- (C) Binding effect; Assignment. This Agreement shall bind Your heirs, assigns, executors, successors, conservators and administrators. You may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Our prior written consent. We may assign, sell, or transfer Your Account and this Agreement, or any portion thereof, at any time, without Your prior consent.
- (D) Privacy Policy. You authorize Us to share information about You and my Account(s) with Bank, GoHenry, Advisor, or any of Our affiliates, agents or third parties. The GoHenry Network Financial privacy notice is available to You by accessing <https://www.gohenry.com/us/terms-and-conditions/privacy-policy/>.

- (E) Severability. If any provisions or conditions of this Agreement, or any application thereof to any person, entity, or circumstance, are or become to any extent inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed to any extent invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule, or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect and be valid and enforceable to the fullest extent permitted by law.
- (F) Website Postings. You agree and understand that GoHenry Network Financial may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to Your use of the GoHenry app, the Website, or Your Account on the Website ("Website Postings"). You understand that it is Your continuing obligation to understand the terms of the Website Postings, and You agree to be bound by the Web Postings as are in effect at the time of Your use.
- (G) Entirety of Agreement. This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings), and the terms and conditions contained in Your Account statements and confirmations, contain the entire agreement between GoHenry Network Financial and You and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between GoHenry Network Financial and You, provided, however, that any and all other agreements between GoHenry Network Financial and You, not inconsistent with this Agreement, will remain in full force and effect.
- (H) Amendment. We may at any time amend this Agreement without prior notice to You. The current version of the Agreement will be posted on the Website and Your continued Account activity after such amendment constitutes Your agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether You have actually reviewed them. Continued use of the GoHenry app, the Website or any other GoHenry Network Financial services after such posting will constitute Your acknowledgment and acceptance of such amendment. You agree to regularly consult the Website for up-to-date information about GoHenry Network Financial services and any modifications to this Agreement. We are not bound by any verbal statements that seek to amend the Agreement.
- (I) Termination. We may terminate this Agreement, or close, deactivate, or block access to Your Account at any time in Our sole discretion. You will remain liable to Us for all obligations incurred in Your Account, pursuant to this Agreement, or otherwise, whether arising before or after termination. You may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of Your Account.

- (J) No Waiver; Cumulative Nature of Rights and Remedies. You understand that Our failure to insist at any time upon strict compliance with any term contained in this Agreement, any delay or failure on Our part to exercise any power or right given to Us in this Agreement, a continued course of such conduct on Our part, or any course of dealing with respect to any right, power, or privilege under this Agreement shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise or the exercise of any other right, power, or privilege under this Agreement. All rights and remedies given to Us in this Agreement are cumulative and not exclusive of any other rights or remedies to which We are entitled.
- (K) Customers. You understand that the GoHenry app and the associated services provided by GoHenry Network Financial are intended solely for residents of jurisdictions where the opening of and maintenance of the Account is legal. The GoHenry app shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

20. Electronic Delivery of Documents.

The platform is an electronically based service. By accepting this Agreement when you click “I Agree,” we are obtaining your informed consent to electronic delivery of all notices and communications relating to your Account to an e-mail address that you provided. This includes all notices, disclosures, regulatory communications (including privacy notices) and other information, documents, data and records regarding your Account (“Account Communications”).

You may revoke your consent to electronic delivery of Account Communications by providing notice in accordance with Section 16 of this Agreement, and such revocation will be effective upon successful completion of its processing by GoHenry Network Financial. You understand that if you revoke or restrict your consent to electronic delivery of Account Communications or request paper delivery, GoHenry Network Financial, at its discretion, may (i) terminate this agreement and/or close your Account or (ii) charge you for the cost of the delivery of Account Communications that would otherwise be delivered to you electronically. Neither your revocation of consent to electronic delivery, your request for paper delivery, nor GoHenry Network Financial’s delivery of paper copies of Account Communications will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect. All e-mail notifications of Account Communications will be sent to your e-mail address of record. You acknowledge that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. Due to security risks, you will not send any sensitive information, such as account numbers or passwords, in an unencrypted email.

E-mails on rare occasions may fail to transmit properly. You agree that, solely for your records, you can download and save or print the Account Communications you receive via electronic delivery.

This consent is effective upon the execution of this Agreement and will remain in effect unless and until you revoke your consent to electronic delivery. You understand that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and you may receive electronic notifications in the interim.

Potential costs associated with electronic delivery of Account Communications include charges from Internet access providers and telephone companies, and such charges are borne solely by you. GoHenry Network Financial does not charge additional online access fees for receiving electronic delivery of Account Communications. You understand that to receive electronic deliveries, you must have Internet access, a valid e-mail address with sufficient storage space, the ability to download documents as GoHenry Network Financial may specify and to which you have access and a printer or other device to download and print or save any information you may wish to retain.

You acknowledge that you have, and will continue to have and maintain, Internet access and a valid e-mail address with characteristics as described in this paragraph, and you are able to receive electronic deliveries as set forth herein. GoHenry Network Financial will notify you of any changes in the hardware and software requirements needed to access electronic records covered by this consent.

You hereby agree that you have carefully read the above information regarding informed consent and fully understand the implications thereof. You hereby agree to the conditions outlined above concerning electronic delivery of Account Communications. If your e-mail address changes, you agree to notify GoHenry Network Financial of your new e-mail address immediately in writing in accordance with the notice provisions of this Agreement.

21. Electronic Signatures.

Your intentional action in electronically signing this Agreement is valid evidence of your consent to be legally bound by this Agreement. The use of an electronic version of any documents fully satisfies any requirement that they be provided to you in writing.

You are solely responsible for reviewing and understanding all of the terms and conditions of these documents. You accept as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Agreement on the GoHenry app. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form.

You agree to not contest the admissibility or enforceability of GoHenry Network Financial' electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of the Agreement. If more than one individual has electronically signed this Agreement, your obligations under this Agreement will be joint and several.

By clicking the “I Agree” button, you acknowledge that you (on your own behalf and any joint accountholder’s behalf):

- i. agree to arbitrate any controversies that may arise under this Agreement;**
- ii. have read, understand and agree with all of the terms and conditions set forth in this Agreement;**
- iii. have received a copy of GoHenry Network Financial’s Privacy Policy; and**
- iv. understand that clicking “I Agree” is the legal equivalent of manually signing this Agreement, and that you will be legally bound by its terms and conditions.**