# **NEXT FINANCIAL ADVISORS**

## **Investment Advisory Agreement**

Effective: October 12, 2022

This investment advisory agreement (this "<u>Agreement</u>" or "<u>Advisory Agreement</u>") sets out the terms and conditions under which Next Financial Advisors, LLC ("<u>Next Financial</u>", "<u>we</u>", "<u>our</u>" or "<u>us</u>"), an investment adviser registered with the United States Securities and Exchange Commission ("SEC"), will provide ongoing discretionary management services ("<u>Services</u>") with respect to the assets in your investment account (the "<u>Investment Account</u>"). This Agreement will become effective, and you will become our client ("<u>Client</u>", "<u>you</u>", "<u>your</u>" or similar terms), on the date you sign it. You will sign this Agreement by checking and clicking the "I Agree" or similarly worded button, which will constitute your electronic signature as outlined in Section 24. Your electronic signature will be the same as if you signed a paper agreement by hand.

Next Financial offers discretionary investment advisory services through its mobile application (the "<u>Copper app</u>" or, the "<u>Platform</u>"). To use our Services, you must agree to the provisions of this Agreement, including all related documents referred to in this Agreement. This Agreement is effective on the date you indicate your acceptance electronically as outlined in Section 24.

To have Next Financial manage your Investment Account on an ongoing basis, you will need to open a securities brokerage account and complete an account agreement with DriveWealth, Next Financial's carrying broker and independent qualified custodian ("<u>Custodian</u>"), and agree to and be subject to the terms of Custodian's customer agreement (the "<u>Custodian Customer Account Agreement</u>"). Custodian will provide trade execution, custody, clearing, and settlement services, as well as recordkeeping and reporting services, to you. You can open your Investment Account instantly on any supported device by visiting our app, after you electronically sign these Agreements. Next Financial may delay establishing an Investment Account at Custodian until such time as the Client authorizes a contribution to fund the Investment Account and/or until such time as Next Financial receives all required account opening information from you in order to establish the Investment Account.

PLEASE NOTE: This Advisory Agreement creates a binding contract between you and Next Financial. Please review this Advisory Agreement and all related documents carefully. Contact us at <u>support@getcopper.com</u> if you have any questions.

You and we agree:

#### 1. ACCOUNT MANAGEMENT SERVICES.

The Client hereby appoints Next Financial as its investment adviser and grants us limited power-ofattorney with discretionary trading authority to manage and trade the assets in your Investment Account (the "<u>Services</u>"). We accept that appointment under the terms and conditions set forth in this Agreement. Next Financial will not provide investment advice other than the Services described in this Agreement. You acknowledge that Next Financial will deliver the Services predominantly through the Copper app. For questions about the Copper app, you may contact Next Financial by email at <u>support@getcopper.com</u> during its business hours regarding technical questions.

Through the Copper app, you or an Authorized User (as defined below) must provide us information including your age, income and liquid net worth, investment objectives, investment time horizon, and risk tolerance (the "<u>Investment Profile</u>"). Upon evaluating the information provided in the Investment Profile, Next Financial will make securities recommendations ("<u>Recommendations</u>"), based solely off of the Investment Profile, consisting of curated lists of United States ("<u>U.S.</u>") exchange-traded funds ("ETFs"), sorted according to risk assigned by the Firm. When you deposit funds into your Investment Account, we will allocate these funds to one of our three model-portfolios according the information you provide in your Investment Profile. We will then facilitate securities transactions for your Investment Account on a discretionary basis.

You authorize us, with your prior consultation, consent or approval through the Copper app, to give instructions to Custodian to facilitate securities transactions for your Investment Account. Our authority will include the ability to: (i) buy, sell and trade U.S. equity securities and ETFs. In addition, Next Financial shall have the authority in connection with its provision of advisory services under this Agreement (i) to determine when, how often, and in what amounts to invest or reinvest dividends in your Investment Account; (ii) to determine the timing of purchases in relation to deposits; and (iii) to determine the timing of sales and withdrawals in relation to requests for withdrawals or transfers. You will have the ability to implement reasonable restrictions on the management of your Investment Account, subject to our discretion. If we determine that a particular restriction is unreasonable, or we are not able to support such restriction, your account may be closed.

You also authorize us to deliver to Custodian (or any other securities brokerage firm executing transactions on behalf of the Investment Account) a copy of this Agreement as evidence of the authority of Next Financial to act for and on behalf of your Investment Account.

You acknowledge that Next Financial does not provide: (i) comprehensive financial planning services, and its Services are not a complete investment program; (ii) tax, accounting or legal advice, nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans; and (iii) custody of your Investment Account assets. You are encouraged to consider additional asset classes, strategies and investments to meet your overall investment needs and objectives; and to consult with your tax advisor regarding any tax consequences related to your Investment Account. You can review information available to the Client regarding the securities, as well as the brokerage statements, transaction confirmations and tax reporting forms provided by the Custodian for taxrelated information. Each Client must rely upon its own representatives, including its own legal counsel and accountant, as to legal, tax and related matters concerning any assets in the Investment Account or any Investment Account transactions and for preparation of any legal, accounting or tax documents. You can access tax documents through the Copper app when such documents are ready. You will also be able to download them from the Custodian's website. The Client and Client's tax advisors are responsible for how investments and the transactions in the Client's Investment Account are reported to the Internal Revenue Service or any other taxing authority. Next Financial assumes no responsibility to the Client for the tax consequences of any transaction.

Next Financial will be responsible for the review and evaluation of the Investment Profile and will make recommendations based solely on that information. It is your responsibility to periodically review your information on the Copper app and notify Copper promptly if there are changes to your financial situation, goals, objectives, personal circumstances, time horizon or if other relevant information changes or becomes available. You are solely responsible for evaluating the merits and risks associated with any Investments recommended by Next Financial.

Next Financial further reserves the right, in its sole discretion from time to time, upon providing prior notice to Clients, to engage any investment service provider from which Next Financial may obtain any or all investments, change any such investment service provider and to make additional investment service providers available through the Copper app. In providing its services, Next Financial or any of its affiliates may, subject to applicable laws and regulations, engage unaffiliated vendors or other contractors to aid it in fulfilling its duties under this Agreement or to provide ancillary enhancements or features of the services contemplated herein. Additionally, in performing its obligations under this Agreement, Next Financial may, at its own discretion, delegate any or all of its discretionary investment, advisory, and other rights, powers, and functions hereunder to any of its affiliates or to any third parties, without your written consent, provided that Next Financial shall always remain liable to you for its obligations hereunder.

#### 2. THIRD-PARTY TRADING AUTHORIZATION

To the extent you designate one or more minors or adults as an Authorized User ("<u>Authorized User</u>") for your Investment Account through the Copper App, you agree that such Authorized Users shall have limited authority ("<u>Limited Authority</u>") to inquire into your Investment Account (such as by viewing it in the Copper app) through the Copper app, the Custodian, or otherwise, and to place orders in your Investment Account without direct instructions from you. This will include orders to buy and sell securities in your Investment Account. Limited Authority also allows an Authorized User to update the Investment Profile and to add and remove money from the Investment Account. 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 your Authorized User consistent with the trading authority granted herein; (ii) Next Financial may remove any Authorized User from your Investment Account at any time and for any reason; (iii) the Authorized User will not be paid for his or her investment management of the account(s); (iv) you accept full responsibility for determining whether any investment or strategy undertaken by the Authorized User is appropriate for you, unless such investment or strategy was recommended by us; (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. Instructions provided by Authorized Users are to be treated as instructions from the Client and may be used to instruct other third parties as valid instructions 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 Investment Account 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 Investment Account that are accessible by Authorized Users. You also agree that an Authorized User may use and receive information about your Investment Account 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 Investment Account. 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 Investment Account 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) we receive written notice from you withdrawing authority; (ii) we receive written notice of resignation from the Authorized User; (iii) 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.

Where NFA becomes aware that a Client is deceased, NFA will notify DriveWealth, LLC, freeze the account, and block future transactions from occurring, including those initiated by Authorized Users, until such time that a proper beneficiary is identified and verified, and control is appropriately transferred.

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 eighteen, 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, and any action taken by an Authorized User will be deemed to have been authorized by you consistent with this Section 2. You understand that any Authorized User will be required to provide certain information including: name; date of birth; and other personally identifying information such as a social security number. You understand that the Authorized User will be subject to Next Financial's Privacy Policy. 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.

#### 3. ACCOUNT REQUIREMENTS.

Next Financial may reserve the right from time to time to require a minimum investment to create an account. For example, certain of our investment strategies may require a minimum asset threshold for access. The Client retains sole ownership of the Investment Account (i.e. the right to withdraw securities or cash and receive transaction confirmations).

#### 4. CLIENT INFORMATION.

You confirm that all of the information you have provided through the Copper app is true, accurate and complete in all respects. Without limiting the generality of the preceding sentence, you represent and warrant that you are neither insolvent nor have you been found by a court or regulatory body to be bankrupt or insolvent through a judicial or regulatory proceeding. You agree to notify us promptly of any change in information that may be relevant to your financial circumstances. You understand that Next Financial will contact you at least annually via the Copper app, email or through any other means deemed appropriate, to request that you review your Investment Account to determine whether Your information and financial profile should be modified or updated. You agree to periodically review the information you have provided for accuracy and provide material updates promptly using the Copper app. You acknowledge and agree that Next Financial solely relies on the information you provide through the Copper app to provide the advisory services subject to this Agreement. You further acknowledge and agree that Next Financial shares some or all of your information with the Custodian and that, subject to the terms and conditions of the Custodian Customer Account Agreement, the Custodian relies on such information to perform certain compliance functions including verifying your identity for customer identification purposes and anti-money laundering purposes and confirming that U.S. firms like Next Financial and Custodian are permitted to provide you with services under applicable U.S. economic sanctions against various countries, individuals, and organizations.

#### 5. FUNDING THE ACCOUNT.

You or an Authorized User will be required to connect your Investment Account to your account provided through Copper by Evolve Bank & Trust (the "<u>Funding Account</u>"). Once Your Investment Account and Funding Account are linked, You will be able to deposit funds from Your Funding Account to Your Investment Account. You understand and agree that initiating a deposit from Your Funding Account to Your Investment Account acts as an instruction to transfer funds from your account with Evolve Bank & Trust to Your account with DriveWealth.

You further agree and acknowledge that, unless otherwise agreed to by Next Financial and the Custodian, you do not have any right to fund (or direct the funding of) any deposit or transfer of money to or from your Investment Account in any manner other than by linking your Funding Account and facilitating a transfer to the Custodian. Next Financial and the Custodian reserve the right to accept cash funded from other sources as they may mutually agree and to the extent permitted by applicable law and such cash funding methods may be subject to additional terms and conditions, which will be disclosed to you.

You acknowledge that your Investment Account will not be connected to your Funding Account unless and until you receive a confirmation through the Copper app indicating you have successfully connected the Investment Account and Funding Account.

You further agree that, by initiating, authorizing, or directing a deposit or transfer to your Investment Account, you authorize Next Financial to place orders with the Custodian, in the capacity of brokerdealer, on your behalf for purchases of the securities that comprise your Investment Account the time(s) and in amounts calculated by Next Financial. You agree and acknowledge that any deposit or transfer to your Investment Account may not be canceled by you following the initiation and/or authorization of such transaction. In order to permit sufficient time to ensure that the transfer of assets into your Investment Account has been successfully completed by the financial institution that maintains your bank account, Next Financial may wait up to five Business Days after the day the Custodian credits the applicable deposit to your Investment Account to generate and place orders. As used herein, "Business Day" means any day on which all banks (or the applicable branch thereof) involved in any transfer of funds are physically open for business during their normal business hours, and specifically excluding any U.S. federal holiday and any day on which any applicable securities exchange is not open during its normal business hours. You hereby acknowledge and agree that, as a result, each deposit or transfer you make may not be invested in your Investment Account for up to five Business Days and that such uninvested cash will not be subject to financial gains or losses resulting from movement in market prices during that time period.

You represent and warrant that none of the money you deposit in your Investment Account is derived from, or will be used to promote the conduct of, any crime or other illegal activity. You agree not to deposit (or direct the deposit of) any money in your Investment Account that comes from, or that will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any money you use for deposits or in any money or securities in your Investment Account other than you or any other individual you have disclosed to Next Financial during account opening.

You further agree that, if your Funding Account is closed or restricted after you connect it to the Investment Account, you will have no right to make additions to or withdrawals from your Investment Account unless and until the Funding Account is reopened or unrestricted.

#### 6. WITHDRAWALS.

You may transfer money from your Investment Account by initiating a withdrawal request through the Copper app at any time. However, Next Financial designs its portfolios as long-term investments, and the withdrawal of assets may impair the achievement of your investment objectives. You acknowledge and agree that, notwithstanding anything to the contrary in any agreement governing your participation in the Copper app, including this Advisory Agreement, you will not be able to request withdrawals or sales, unless and until you connect a bank account to your Investment Account. You agree that, by requesting a withdrawal, you authorize Next Financial to place an order with the Custodian, in the capacity of broker/dealer, on your behalf to sell the securities in your Investment Account at the time(s) and in amounts calculated by Next Financial. You agree and acknowledge that any withdrawal, or transfer from your Investment Account, and/or sales of securities, may not be canceled following the initiation, authorization, and/or direction of such transaction. Next Financial will undertake good faith efforts to generate and place any necessary orders for such sales on the Business Day you request a withdrawal, but you acknowledge and agree that such orders may be placed at any time within five Business Days after your request. Any withdrawal request you initiate will be sent to the Custodian. You agree that, by requesting a withdrawal, you authorize the Custodian to transfer any cash balance in your Investment Account and the proceeds of any applicable sales in the amount you request to your Funding Account. If applicable, You acknowledge and agree that the Custodian will not initiate a transfer of money for a withdrawal until the Business Day after the last applicable sale for such withdrawal has settled and that it may take up to seven to ten Business Days after the Custodian initiates a transfer of money for the proceeds of a withdrawal to arrive at the destination account.

You further acknowledge and agree that Next Financial and the Custodian may require additional information from you before effecting any withdrawal request, and that such requested withdrawal may be subject to delay or cancellation in the event that you do not timely provide such additional information.

Further, when securities are withdrawn, you may be subject to transaction fees, and/or tax consequences, such as any direct or indirect local, state, federal, or foreign taxes, levies, duties or similar government assessments of any nature, including value-added, use, or withholding taxes (collectively, "<u>Taxes</u>"). You are responsible for paying all Taxes associated with your participation in the Copper app, excluding taxes based on Next Financial's net income or property. If Next Financial and/or the Custodian has the legal obligation to pay or collect Taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you, unless you provide Next Financial and/or the Custodian with a valid tax exemption certificate authorized by the appropriate taxing authority. When you withdraw money from your Investment Account, the Custodian may reduce the amount of the distribution by the amount of any tax mandatory withholding as required by applicable law. You understand and agree that neither Next Financial nor any of its affiliates is responsible for withholding any tax penalties that may apply to any type of account subject to this Agreement or for any state or federal income tax withholding, except as may otherwise be required by applicable law.

#### 7. FEES AND EXPENSES.

**Next Financial's Fee.** We will charge a subscription fee of \$2.95 per month for Services ("Fee"). The Fee is payable on the Effective Date of this Agreement and the date every month corresponding with the Effective Date thereafter. (If such corresponding date does not exist in a particular month, the Client will be billed on the last day of that month.) We reserve the right to and may in the future charge an increased Fee for Services. We may waive the Fee for new or existing Clients for various periods.

**Other Fees.** Our Fee for the Services does not include other related costs and expenses of the investments the Client may incur through making the investments recommended by Next Financial in the Client's Investment Account. Next Financial does not charge these fees to Clients and does not benefit directly or indirectly from any such fees. For example, a Client may incur certain charges imposed by custodians and other third parties. These include transfer fees, brokerage fees, administrative fees and other fees and taxes on brokerage accounts and securities transactions. The issuer of some of the securities or products purchased for Clients may charge product fees that affect Clients. Additionally, you may incur certain other charges imposed by third party financial institutions. These additional costs may include but are not limited to: paper statement fees, bounced check fees, transfer taxes, wire transfer and electronic fund fees.

**Performance-based Fees.** Next Financial does not charge any performance-based fees (that is, fees based upon a share of capital gains on or capital appreciation of the assets in an Investment Account).

**Fee Payment.** Your account will be debited for the above-mentioned Fees. We will collect the Fees from the amount of any contribution or transfer, from available cash in your account, or by liquidating the assets held your Investment Account in an amount equal to the Fees that are due. You may cancel recurring charges at any time by modifying their subscription preferences through the Platform, or otherwise via any methods described in the Terms of Service.

#### 8. CUSTODY OF ASSETS AND ACCOUNT STATEMENTS.

DriveWealth, a "qualified custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the "<u>Advisers Act</u>"), will have possession and provide safekeeping of your assets in the Investment Account (the "<u>Custodian</u>"). As noted above, Next Financial will not act as the custodian for the assets in your Investment Account. You agree to complete the necessary application materials to open an account with the Custodian after agreeing to this Agreement. All Investment Account transactions will be effected by a payment to, or delivery by, Custodian of all cash and/or securities due to or from the Investment Account. Next Financial is not permitted to instruct the Custodian to deliver funds or securities to ourselves.

Custodian will send you electronic notice of all confirmations of securities transactions and provide account statements on a monthly basis through the Copper app, identifying the amount of funds and each security in the Investment Account at the end of the period and setting forth all transactions during that period. You are responsible for reviewing the confirmations and statements provided and reporting any discrepancies in the information directly to Custodian. You authorize us to instruct Custodian to send us trade confirms and monthly statements showing all transactions occurring in your Investment Account during the period covered. You acknowledge that Next Financial is not responsible for the obligations of the Custodian or any successor custodian and that Next Financial and the Custodian have separate agreements with you that allocate separate sets of rights and obligations between you and the respective entity. We will not be responsible for any loss incurred by reason of any act or omission by the Custodian, whether in its capacity as a custodian or a broker/dealer; provided, however, that we will make reasonable efforts to require that it perform its obligations with respect to the Investment Account. All transactions concerning the Investment Account shall be binding upon the Client at the Client's sole risk.

#### 9. BROKERAGE AND TRANSACTION EXECUTION.

Upon the Client's agreement to this Agreement and the agreements necessary to open a securities brokerage account with Custodian, the Custodian shall also act as the clearing broker-dealer which will execute, clear and settle all orders on behalf of the Investment Account. When Next Financial considers it to be in your best interest, we may, but are not required to, aggregate your order for the sale or purchase of securities for your account with orders for other Clients. Under this approach, the transactions may be averaged as to the price and will be allocated among our Clients in proportion to the purchase and sale orders placed for each Client account. Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among the Investment Accounts in proportion to the purchase and sale orders placed for each Client account. Under this procedure, transaction costs that Next Financial cannot obtain execution of all the combined orders at prices or for transaction costs that Next Financial believes are desirable, Next Financial will allocate the securities Next Financial does buy or sell as part of the combined orders by following Next Financial's order allocation policies and procedures.

To participate in the Copper app, you must direct all brokerage transactions for your Investment Account to Custodian. You cannot designate or select a different broker for trade execution. Next Financial anticipates that Custodian will provide "best execution" for the Client. However, in the event Next Financial determines that Custodian does not at any time provide "best execution" in its capacity as a broker-dealer, Next Financial reserves the right to select a different broker-dealer which will provide "best execution" with respect to such transaction. "Best execution" includes the amount of broker-dealer fees or transaction costs that will be charged to the Investment Account in connection with any trade, but it may also include other criteria and benefits. As such, Next Financial may retain Custodian as the broker-dealer with respect to the Investment Account even if its broker-dealer fees are not the lowest fees which could be charged for such a transaction, in consideration for other benefits that the broker-dealer offers to Next Financial.

#### 10. PROXIES AND CORPORATE LEGAL ACTIONS.

Next Financial does not exercise voting authority over Client proxies. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in such Client's portfolio. Clients will receive proxies and other solicitations directly from the Custodian.

## 11. DELIVERY OF BROCHURE AND RELATIONSHIP SUMMARY.

You acknowledge that you have received a copy of Next Financial's Form ADV Part 2A ("<u>NFA ADV Part</u> <u>2A</u>") and Part 3 ("<u>NFA Form CRS</u>"), delivered electronically and available on the U.S. Securities and Exchange Commission's Investment Adviser Public Disclosure webpage on <u>www.adviserinfo.sec.gov</u>, which contains certain disclosures concerning brokerage practices, risk factors and potential conflicts of interest, all of which may be amended from time to time subject to law. You may also obtain a copy of Next Financial's ADV Part 2A and Customer Relationship Summary, upon request by email to support@getcopper.com.

## 12. CONFIDENTIALITY, PRIVACY, AND TRUSTED CONTACT.

The information you provide to Next Financial, including your personal information, is subject to the terms of Next Financial's Privacy Policy, which is available via the Copper app. By entering into this Agreement, you acknowledge receipt of the Privacy Policy, which Next Financial may amend from time to time by posting new versions on the Copper app.

Except as required by law or requested by regulatory authorities, Next Financial agrees to maintain in strict confidence all of your nonpublic personal and financial information that you furnish to Next Financial, except for information that you explicitly agree to share publicly. You agree that you shall not use investment advice or other confidential information you receive from Next Financial for developing a service that competes with the Copper app or the services of Next Financial or any of its affiliates.

You consent to Next Financial recording and/or monitoring your telephone calls and electronic communications with representatives and associated persons of Next Financial without further notice. You expressly authorize Next Financial representatives or associated persons to contact you for purposes of evaluating the offering of the advisory services, the Copper app, and other products and services by calling, writing, or emailing at the telephone number(s), mailing address, and/or email address(es) you provide in connection with your Investment Account, including any additional or updated telephone numbers, mailing addresses, or email addresses. The authorization in the preceding sentence will remain in effect unless and until you specifically revoke it by notifying Next Financial or associated persons with whom you are in contact.

Furthermore, you may appoint an adult at least eighteen years of age as a Trusted Contact Person whom we may contact about your Investment Account. We may disclose information about your Investment Account to your Trusted Contact Person in order to address possible wrongful or unauthorized use of your assets or to confirm the specifics of your contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney. DriveWealth, LLC will communicate with the primary Client only; users with Limited Authority will not have direct communication with DriveWealth, LLC.

#### 13. ACKNOWLEDGEMENTS, REPRESENTATIONS AND COVENANTS.

You understand, agree and confirm to Next Financial that:

**Authority.** You have the full legal power, authority and capacity to enter into this Account Management Agreement. You certify that you are of legal age to enter into contracts in the state where you live. This Agreement constitutes a legal, valid and binding obligation on you with respect to your Investment Account. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Agreement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of the Copper app, including the deposit and contributions to and withdrawals from your Investment Account, by any person who uses your user account and password(s), as described in the Terms of Use. You may not share your password(s) with others, and you must notify Next Financial immediately if you know or suspect that the confidentiality of your password(s) has been compromised. You are the only person who may use your user account and password to access the Copper app and your Investment Account.

You represent and warrant that no term of this Agreement conflicts with or violates any duty you have under any law, regulation, or agreement.

**The Copper app is appropriate.** You have evaluated the Copper app and determined that it is appropriate for you, taking into account all relevant factors, including, your need for investment advice, your risk tolerance and investment experience, your particular financial needs and circumstances, and the fees charged for the account versus other types of investment accounts. You understand that, depending on the circumstances, the brokerage and execution services offered through the Copper app may be available for less money (but without the ongoing advisory services) through a commission-based brokerage account. You acknowledge that your Investment Account is not intended solely as a cash management vehicle.

**Investment Risks.** You are aware of and willing to assume the risks involved with investing your Investment Account. You understand that Next Financial and its affiliates do not guarantee the future performance of your assets in the Investment Account or any specific level of performance, the success of any investment recommendation or the success of our overall management of your Investment Account. Our investment recommendations are subject to various market, currency, economic, political and business risks. Investment decisions will not always result in profitable outcomes. Investment performance of any kind can never be predicted or guaranteed, and Next Financial does not guarantee that you will avoid financial loss. Next Financial does not make any guarantee that the investment objectives, expectations or targets described on the Copper app will be achieved, including without limitation any risk control, risk management, or return objectives, expectations, or targets.

Neither Next Financial nor any of its affiliates guarantees the success of any given investment decision or strategy that Next Financial may recommend or undertake, or the success of the overall management of the Investment Account through the Copper app. You may experience losses, including potentially a complete loss of your investment. You acknowledge that you have read the additional risk disclosures in Next Financial's Disclosure Brochure.

**U.S. Resident.** You acknowledge that the Copper app is intended for natural persons who are citizens or other lawful residents of the U.S. and who are located in the U.S., and Next Financial does not intend to offer the platform, any securities, or any other products or services outside of the U.S. You acknowledge that Next Financial does not offer the Copper app to non-resident aliens subject to tax withholding. Neither Next Financial nor its affiliates represent or warrant that any aspect of the Copper app, including information available from the Copper app and information provided through the Copper app, complies with any law or regulation of any jurisdiction outside of the U.S. You represent and warrant that you are a lawful resident of and located in the U.S., you have a valid U.S. residential mailing address, and that you have been lawfully issued by the government of the U.S. the social security number or tax identification number you provided to Next Financial when applying for your Investment Account using the account opening functionality through the Copper app.

**Politically Exposed Person ("PEP") Certification.** You represent and warrant that You are not a PEP. To the extent you are or becomes a PEP in the future while You hold or maintain your Investment Account, You represent and warrant that You will immediately notify NFA or Custodian and subject Yourself to any due diligence measures deemed appropriate by Custodian.

A PEP is an individual who is/was or is an immediate family member (spouse, parent, sibling, children, in-law, or dependent) or close associate (someone who is closely connected to the individual either socially or professionally) of (1) a senior official in the executive, legislative, administrative, military, or judicial branches of a government (whether elected or not); (2) a senior official of a major political party; (3) a senior executive of a government-owned entity; or (4) a foreign individual who was or has been entrusted with a prominent public function. A senior official or executive includes an individual with substantial authority over policy, operations, or the use of government-owned resources.

Limitation of Liability. You understand that, except as otherwise provided by law, neither we nor any (a) of our officers, partners or directors (or persons performing similar functions); (b) of our employees and representatives; or (c) persons directly or indirectly controlling us or controlled by us (as defined in the Advisers Act) (together, our "<u>Affiliates</u>"); or (e) any of our agents, including any service providers, (together with our Affiliates, the "<u>Indemnified Persons</u>") will be liable for (i) any obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys' fees, expenses and court costs ("<u>Losses</u>") paid, suffered, incurred or arising from the Services or any investment decision made or other action taken or not taken in good faith by us with the degree of care, skill, prudence and diligence that a person acting in a fiduciary capacity would use under the circumstances; (ii) any Losses arising from adhering to your written or oral instructions; or (iii) any act or failure to act by Custodian or any other third party; or (iv) any loss arising from any services provided to Client prior to the execution of this Agreement by any person or entity who at the time of the provision of such services was not an Indemnified Person; (v) the loss or failure or delay in performance of any obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond Next Financial's reasonable control, including acts of God, earthquakes, fires, floods, wars,

terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, telecommunications, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of civil or military authority, governmental, regulatory authority or securities exchanges actions, the inability to obtain labor, material, equipment, or transportation and a custodian refusing to act on Next Financial's instructions; or (vi) any loss that Client may suffer for any reason whatsoever that is outside the Investment Account or the relationship between the parties; or (vii) any failures arising out of the use of the Copper app. If the assets we are managing in your Investment Account under this Agreement are only a portion of your total assets, we will not be responsible for (a) any of your assets that we are not managing under this Agreement; or (b) diversifying all of your assets. For the avoidance of doubt, this Agreement only pertains to Next Financial's discretionary advisory services as previously described. In addition, Next Financial shall have no liability for Client's failure to promptly inform Next Financial of changes in Client's financial and/or economic situation, Client's investment objectives, or any restrictions Client wishes to impose that may affect the management of the assets in the Investment Account, as applicable. Nothing in this Agreement will waive or limit any rights that you may have under federal and state securities laws for the advisory services you receive under this Agreement.

**Indemnification.** You will defend, indemnify and hold all of the Indemnified Persons harmless from any and all Losses sustained by any Indemnified Party arising out of or in connection with (i) any breach of this agreement by Client, including your failure to provide true, accurate, complete, and current information or to update information or any misrepresentations or omissions made by you in this Agreement; (ii) any use of or access to the Copper app and the advisory services provided hereunder, (iii) any direction, instruction or communication you provide to us or any other Indemnified Party in connection this Agreement, your Investment Account (including deposits, withdrawals, or transfers of assets to or from such account) or the assets in your Investment Account or (iv) any claim brought against any Indemnified Person relating to services provided to Client prior to the execution of this Agreement by any person who at the time of the provision of such services was not an Indemnified Person. This indemnification shall survive the termination of this Agreement, the Client's use of the Copper app and the Investment Account.

Without limiting the generality of the foregoing, except where prohibited by applicable law, Next Financial and its Indemnified Persons will not be liable for any indirect, special, incidental, non-compensatory, punitive or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).

If Next Financial or any of its affiliates is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name you as debtor or otherwise, Next Financial or such affiliate shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that Next Financial or any affiliate may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to the Custodian or such other party as may be appropriate. You hereby agree to hold harmless and indemnify Next Financial and its affiliates for any losses, expenses, and costs, including attorneys' fees, incurred as a result of responding to such legal process or forwarding such legal process to the appropriate entity.

If Next Financial or any affiliate receives written notice from a personal representative, executor or administrator purporting to represent your estate, Next Financial or such affiliate shall be entitled to

rely on all figures supplied and representations made in such written notice if Next Financial or such affiliate is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

**Non-Exclusivity.** You acknowledge that Next Financial renders investment advice to other clients. We and our Affiliates may take the same, similar, or different positions in specific investments for our other clients' and our own accounts, as we do for you. We have no obligation to purchase or sell, or to recommend for purchase or sale, any security which we or our Affiliates may purchase or sell for our other clients' and our own accounts. The Client agrees that Next Financial may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client's Investment Account.

#### 14. TERM AND TERMINATION.

This Agreement becomes effective as of the date it is accepted by Next Financial, as evidenced in accordance with Next Financial's procedures and/or practices regarding account opening. The date your Investment Account is opened may or may not be the same effective date of this Agreement.

You agree that Next Financial and/or any of its affiliates or contractors may suspend the provision of services to you or delay, limit, restrict, or refuse any transaction for you at any time for any length of time without prior notice to you if Next Financial believes in good faith that such suspension or delay is necessary or appropriate: (i) to ensure compliance with, or to avoid, violating any law or regulation applicable to Next Financial or its affiliates or a transaction relating to the platform; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over Next Financial or its affiliates or a transaction relating to the platform; (iii) to avoid a loss to Next Financial or its affiliates (including if your payment of fees is 60 days or more overdue, except with respect to charges then under reasonable and good faith dispute); (iv) to remediate or otherwise address problems with technology; (v) due to interruptions in the access to or operation of any technology that Next Financial or its affiliates directly or indirectly uses in connection with the platform; (vi) to prevent a breach or violation of any term, condition, or other provision of this Agreement; or (vii) to obtain from you any additional information that Next Financial in its reasonable discretion deems necessary for advisory services to be provided to you pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, Next Financial reserves the right, at any time and without notice, to delay or manage the trading of Client orders if Next Financial determines it is appropriate and consistent with its obligations under this Agreement.

You may terminate this Agreement by submitting a cancellation request to us through the Platform. The termination of this Agreement will be effective on the next billing date. Next Financial will continue to provide the Services until the next billing date and will not provide you a pro-rata refund of the Fee. You understand that Next Financial may also elect to terminate your this Agreement at any time, for any reason or no reason, in its sole discretion, upon notice to you, by email, by mail or other means of notification via the Platform. To the extent that the Agreement is terminated, you understand that all features and privileges associated with the Investment Account will be canceled and cease, provided that Next Financial may offer a future date of termination at its sole discretion.

Termination of this Agreement will not affect (a) the validity of any action previously taken under this Agreement; (b) liabilities or obligations from transactions initiated before termination of this Agreement; or (c) your obligation to pay us fees that have already been earned under this Agreement. If you terminate this Agreement, you will promptly pay us any unpaid but earned Subscription Fee, as appropriate.

If either you or Next Financial terminate this Agreement, then the termination of your Investment Account will occur as follows:

- You will be deemed to have simultaneously terminated this Agreement and the Custodian Customer Account Agreement, unless otherwise agreed to by Next Financial or the Custodian, as applicable;
- The Custodian will, before closing your Investment Account, settle any purchases or sales pending when Next Financial sends or receives a request to close your Investment Account; and
- Next Financial and/or the Custodian will, before closing your Investment Account, deduct any unpaid fees.

If either Next Financial or you request to terminate this Agreement, you hereby authorize Next Financial to instruct the Custodian to sell all shares in your Investment Account and any distributions generated by such shares following such request, and to send the cash, less any portion of the Subscription Fee or other fees due, to either your address of record or the Funding Account connected to your Investment Account established with Next Financial. Notwithstanding the foregoing, if you explicitly request that shares be transferred to another custodian or broker-dealer, Next Financial will instruct the Custodian to transfer, in accordance with your instructions and subject to such new custodian or broker-dealer's policies and procedures with respect to fractional shares, the shares remaining after each of the following are paid for with the proceeds of a sale: (i) any withdrawals pending when the termination notice was received or sent by Next Financial; (ii) any unpaid fees or portion thereof due; (iii) the fees charged for processing the in-kind transfer to another custodian or broker-dealer; and (iv) any other fees due. You hereby acknowledge that, subject to the terms of the Custodian in order to obtain your cash or transfer your shares in the event of the termination of your Investment Account.

A Client's death, disability or incompetence will not automatically terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice. We will not be responsible for any transfers, payments or other transactions in the Investment Account made at the direction of a former account holder or incapacitated account holder before we actually received and had a reasonable amount of time to act on such official written notice. Following receipt of an official written notice, we may require additional documents and reserve the right to retain the assets in and/or restrict transactions in the Investment Account holder will remain jointly and severally liable for any losses in the Investment Account arising out of or relating to transactions initiated before we actually received and had a reasonable amount of time to account arising out of or relating to transactions initiated before we actually received and had a reasonable amount of time to account arising out of or relating to transactions initiated before we actually received and had a reasonable amount of time to act on such official written notice.

## 15. LEGAL CAPACITY.

If this Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform this Agreement in such a capacity. The Client represents that he or she is over eighteen years of age and no person shall use or attempt to use the Services unless he or she is over eighteen.

#### 16. ENTIRE AGREEMENT AND AMENDMENTS.

You acknowledge and agree that this Agreement, as it may be amended from time to time in accordance with its terms, constitutes the entire and final understanding with respect to the subject matter of the Agreement. You acknowledge and agree that this Agreement, and the terms and conditions contained herein, supersedes any prior Agreement or similar contracts you entered into with Next Financial.

Nothing in this Agreement shall be deemed waived or amended without the prior express written consent of Next Financial executed by a duly authorized representative of Next Financial. Next Financial may amend this Agreement from time to time by adding, revising, or deleting any terms or conditions, provided that we will give notice of any updates to this Agreement. Although Next Financial may email you about changes to this Agreement, the usual way for Next Financial to notify you of amendments is to post notice on the Copper app, which will be available, subject to Next Financial's Terms of Use, for you to access, download, review, print, and retain.

You agree to check the Copper app for new versions of this Agreement. You agree that, by continuing to use the Services provided through the platform without objection after Next Financial posts a new version of the Agreement, you are agreeing to and accepting all terms and conditions of this Agreement as so amended.

You acknowledge that Next Financial will generally not be required to obtain your consent for any amendments to the Agreement or changes to the platform. Any amendment or modification to this Agreement will be effective on the date determined in accordance with the terms and conditions discussed herein.

#### 17. NOTICES AND COMMUNICATIONS.

Our opening and maintaining your Investment Account is conditioned on your agreement to receive all notices, documents, and other information related to your account and investments electronically. You agree that when we send these email notices to you that they constitute delivery to you of the information or documents referred to in the email you provided, even if you do not actually access the information or documents on our Copper app.

This consent will be effective immediately and will remain in effect unless revoked by you, as described in Section 23 below.

You agree to keep a working email address and will update your account information immediately if your email address or other contact information changes. If you do not maintain an email address that is working and accessible to us, and we believe we are required to provide you with paper notice or

documents of particular matters or actions, and we do so, we may charge you the cost of such delivery. You acknowledge that you may incur costs (such as online service provider charges or printing costs) associated with the electronic delivery of information to you. To view PDF files, you will need to download the Adobe Acrobat Reader, which is provided for free from Adobe.

Any notice given to you in connection with this Agreement will be deemed delivered if personally delivered or sent by (i) U.S. mail, certified or registered, or overnight courier, postage prepaid with return receipt request, and addressed, if to you, at the address indicated in your Investment Account information, or (ii) electronically to the address to which your Investment Account communications are sent or (iii) posted to the Copper Website or Copper app.

#### 18. TERMS OF USE.

You acknowledge receipt of the Terms of Use via the Copper app, which apply to the Copper app and your use of the Services offered through the platform contemplated hereunder and agree to adhere to the Terms of Use throughout your participation in the platform.

#### **19.** ASSIGNMENT OF AGREEMENT.

You may not assign your rights or obligations under this Agreement without the prior express written consent of Next Financial. Next Financial shall not assign (within the meaning of the Advisers Act) its rights or obligations under this Agreement without your consent, provided however that you will be deemed to have consented to an assignment if you do not object to such assignment within thirty calendar days of being notified through the Copper app or by email of any intent of Next Financial to assign such rights or obligations. You further agree that any reorganization, restructuring, or other transaction affecting the ownership of Next Financial will not be deemed to be an assignment (within the meaning of the Advisers Act) of this Agreement, so long as such reorganization, restructuring, or transaction does not result in a change of actual control or management.

#### 20. MISCELLANEOUS.

It is understood by the Client that Next Financial is licensed/registered with all of the appropriate regulatory jurisdictions that Next Financial believes it has a duty to be licensed/registered.

Headings in this Agreement are descriptive and for convenience only and shall not be construed as altering the scope of the rights and obligations created by this Agreement. Defined terms shall have their assigned meanings wherever used in this Agreement or any of the agreements governing your participation in the platform, regardless of whether defined in this Agreement or used in the singular or the plural. Unless expressly provided otherwise, the word "including" shall be construed as introducing examples of a category without limiting such category and shall, therefore, be construed as if the word "including" were replaced with the phrase "including but not limited to" or "including without limitation."

No course of dealing between you and Next Financial, nor any delay by Next Financial in exercising any rights or remedies hereunder, shall be deemed to be a waiver of any such rights or remedies. Any waiver of such rights or remedies shall not be construed as a waiver of any other right or remedy. Any

right or remedy may be exercised as often as Next Financial may determine in its sole discretion, and a waiver granted on one occasion shall not be construed as applying to any other occasion.

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of this Agreement will be valid and binding and of full force and effect as though such provision was not included. Without limiting the foregoing, if any portion of the Arbitration Agreement set forth below is invalidated, such invalidation shall not invalidate the remaining portions of the Arbitration Agreement.

## 21. GOVERNING LAW.

Except to the extent that it is preempted by federal law, the law of the State of Delaware (without regard for conflicts of law principles) will govern the construction, validity, and administration of this Agreement. However, nothing in this Agreement will be construed contrary to the Advisers Act. This Agreement will be governed by and construed in accordance with the laws of California. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement will be brought and determined in the appropriate federal or state court in the state in which Next Financial's principal office is located at the time and in no other forum. The parties hereby irrevocably and unconditionally submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement. No failure by us to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by you will be deemed to be a waiver of any subsequent breach.

#### 22. **ARBITRATION AGREEMENT.**

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 NEXT FINANCIAL 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 NEXT FINANCIAL'S BUSINESS OR THE CLIENT'S INVESTMENT ACCOUNT (COLLECTIVELY, "<u>CLAIMS</u>"), 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 CALIFORNIA.

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 Next 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.

#### 23. 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 Investment 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 Investment 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 Next Financial. You understand that if you revoke or restrict your consent to electronic delivery of Account Communications or request paper delivery, Next Financial, at its discretion, may (i) terminate this agreement and/or close your Investment 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 Next 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. Next 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 Next 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 email address with characteristics as described in this paragraph, and you are able to receive electronic deliveries as set forth herein. Next 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 Next Financial of your new e-mail address immediately in writing in accordance with the notice provisions of this Agreement.

#### 24. 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 Copper 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 Next Financial's 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 account holder'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 (a) received and read Next Financial's Form ADV Part 2A and form Customer Relationship Summary, (b) received a copy of Next Financial's Privacy Policy, (c) Next Financial's Terms of Use; 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.