

# Agreement Terms and Conditions



Updated October 1, 2023

**Please Note:** These are the Agreements, terms, conditions, and other documents that establish and govern Your Client relationship with Quartz Partners, LLC doing business as Etico Private Wealth. Important disclosures including the Client Disclosures along with the terms and conditions of this Agreement and as amended from time-to-time are available on the disclosures page of our website.

## Glossary of Terms

This Glossary of Terms provides definitions to terms unique to this Agreement and the services provided by Us. Through the signing and execution of this Agreement all Parties to this Agreement agree that they fully comprehend and understand the unique definitions to the terms defined herein.

**Account:** Each investment Account with a Custodian that You have an interest, in which our Firm is named as the authorized advisor, and/or has discretionary investment authority.

**Act:** The Investment Advisers Act of 1940, as amended. The Act is a United States federal law created to regulate the actions of investment advisers as defined by the law. The Act is primarily enforced by the SEC.

**Advisory Fee:** Are exclusively the asset-based fees charged as a percentage of Your total Account value that our Firm charges for the Services performed as described herein.

**Agreement:** The terms and conditions of this Agreement as well as any supplemental agreements and disclosures contained within the Client Disclosures that apply to Your Account, as amended from time to time.

**Applicable Rules:** All applicable federal and state laws, rules, ordinances, statutes and regulations, rules of the SEC or any self-regulatory organization, anti-money laundering laws, the Constitution and applicable rules, regulations, customs, and usages of the exchange or market and its clearing house.

**Business Day:** Monday through Friday from 9am to 5pm ET, excluding New York Stock Exchange holidays which can be viewed at: [nyse.com/markets/hours-calendars](https://nyse.com/markets/hours-calendars).

**Client Disclosures:** Collectively, Form ADV Part 2A: Firm Brochure, Form ADV Part 2B: Brochure Supplement, Privacy Protection Policy and Form ADV Part 3: Client Relationship Summary and any applicable GIPS presentations. These documents provide information about Our Firm's business practices. Client Disclosures are available on our website on the disclosures page, upon request or by searching our Firm name at: [adviserinfo.sec.gov](https://adviserinfo.sec.gov).

**Correspondence:** All forms of communications, documents, and notifications which shall include but is not limited to paper, oral, email, or other digital and electronic means.

**Custodian:** A qualified financial institution, which is not affiliated with or controlled by our Firm. Custodians execute brokerage transactions and hold Securities titled in Your name for safekeeping.

**Effective Date:** The date on the on the signature page when all Parties certify this Agreement to become effective.

**ERISA:** The Employee Retirement Income Security Act of 1974 that governs qualifications and compliance with tax Qualified accounts. ERISA requires the disclosure of financial and other information concerning retirement plans to beneficiaries; establishes standards of conduct for plan fiduciaries; and provides for appropriate remedies and access to the federal courts.

**eSignature:** A legally binding electronic or digital certification and authorization by any Party to this Agreement.

**ETF:** An exchange traded fund, exchange traded note, or closed-end fund that is an investment company that is legally classified as a Fund, but that differ from traditional Funds in that they are bought and sold on a secondary market (e.g., trades intraday like a stock).

**Financial Professional:** A investment advisor representative ("IAR") or solicitor that has an agreement with Us to identify, solicit, recommend and refer Our Services to prospective clients when appropriate and to provide other functions on behalf of Our Firm to established clients. Financial Professionals are generally compensated based on a portion of the ongoing Advisory Fee paid by the associated Client and received by the Firm. Financial Professionals are not authorized to provide investment advice on behalf of the Firm.

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**Financial Intermediary:** A qualified financial institution in the business of offering, servicing, executing, managing, and administering investment products, solutions and services. Financial Intermediaries shall include but not limited to; FINRA member broker-dealers, registered investment advisers, Insurance Companies, Insurance Agencies, third-Party administrators, recordkeepers, Custodians, and Fintech companies.

**FINRA:** The Financial Industry Regulatory Authority is an independent nongovernmental organization that writes and enforces the rules governing registered brokers and broker-dealer firms in the United States. Its stated mission is "to safeguard the investing public against fraud and bad practices." It is considered a self-regulatory organization.

**Firm, our, us, we, Etico, Etico Private Wealth:** Quartz Partners, LLC, a New York limited liability company and includes all employees, affiliates, agents, directors, officers, members, and representatives. The Firm is registered as an investment adviser under the Act and provides continuous Services under this Agreement. Additional information can be found at investor.gov by searching Our Firm name.

**Fund:** A type of investment company registered under the Investment Company Act of 1940 (e.g., Mutual Fund, Variable Insurance Trust, Collective Investment Trust) that pools money from many investors and invests the money in stocks, bonds, or other Securities. Fund shares are "redeemable", meaning that when an investor sells shares, they sell them back to the Fund, at their current net asset value minus any fees. Fund's have internal expenses for trading, administration, and management that reduce the net asset value on a per share basis.

**Discretion:** The ability and authority to make investment decisions within Your Account to determine to buy, sell, Securities, along with the quantity, timing and price to effectuate the transaction in Your Account for your benefit without Your prior notification or approval.

**Manual Signature:** A legally binding hand written signature, certification and authorization by any Party to this Agreement.

**Party or Parties:** Shall collectively refer to the Firm and Client include all agents, administrators, trustees, beneficiaries, successors, nominees, executors, heirs and representatives.

**Platform Sponsor:** A Financial Intermediary that sponsors an investment management platform that makes available certain Sub-Advisor Strategies that are vetted, selected and monitored by the Platform Sponsor. Additionally, Platform Sponsor provide recordkeeping, statements and trade execution management.

**Portfolio:** An allocation to more than one investment Strategy or Securities.

**Qualified:** Retirement accounts (e.g., 401k, 403b, IRA, Variable Annuity) which fall under ERISA where contributions and earnings grow tax-deferred.

**Risk Profile:** The score on an investor risk tolerance questionnaire used to identify the general investment risk guidelines for Your Account.

**SEC:** The U.S. Securities and Exchange Commission. The SEC holds the primary responsibility for enforcing federal Securities laws, proposing Securities rules, and enforcing regulation and certain Applicable Rules.

**Securities:** Collectively refers to assets held in Your Account which can include but may not be exclusive to Open-End Mutual Funds, Closed-End Mutual Funds, Bonds, Shares of Company Stock, Exchange Traded Funds, Exchange Traded Notes, Variable Insurance Trusts, Options, and any other asset allowed to be held in Your Account by Your Custodian, including cash, cash equivalents, and non-standard assets.

**Service or Program:** Collectively, websites, investment advice, financial planning, Account servicing, and third-Party services. This Agreement applies to the Services provided by the Firm and Your Financial Professional regardless of how the Firm and Your Financial Professional accesses them (e.g., in-person, phone, by mail, internet, facsimile, or by mobile device).

**Strategy:** A model-based asset allocation Strategy designed to meet an investment objective which may be comprised of various Securities.

**Sub-Advisor:** An investment management Firm with Discretion to select, direct and manage investments within Your Account. The Financial professional has the discretionary authority to establish and terminate relationships with Sub-Advisor and their Strategies on behalf of You.

**Third Party Manager:** Third Party Manager ("TPM") is where the Financial Professional acts in the capacity of Solicitor or IAR. In a TPM arrangement the Client will sign the the TPM's full investment management agreement and receive TPM's disclosure documents. The Client has the authority to terminate their investment management with the TPM at anytime.

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**You, Your, or Client:** Shall refer individually to each client, investor, and Account holder as identified and signed by in this Agreement. Including all agents, administrators, trustees, beneficiaries, successors, nominees, executors, heirs and representatives.

## Terms & Conditions

In consideration of the mutual covenants herein, Parties agree as follows:

### 1. Introduction

This Agreement defines the terms and conditions under which the Firm will be bound and outlines the Services to be provided by the Firm and Your Financial Professional with respect to advice and the investment management in one or more of Your Accounts established and owned by You. You hereby appoint Us to have the authority as Your agent and attorney-in-fact with limited power-or-attorney to supervise, manage, trade, and direct Your investment Account on a discretionary basis based on the information provided by You. Nothing in this Agreement shall constitute a waiver or limitation of any rights You may have under applicable state or federal law, including without limitation state and federal Securities laws.

Unless otherwise provided to the contrary stated this Agreement is binding on You, Your heirs, executors, administrators, successors, and assigns, and will inure to the benefit of Your successors.

### 2. Investment Services & Programs

We provided various Services which are designed to help meet Your financial objectives in accordance with Your Risk Profile guidelines. One or more of the programs below may be used to create a comprehensive solution to meet Your unique situation, needs and objectives.

a) **TAMP Program.** We provide Turnkey Asset Management Platform (hereafter "TAMP") Services and operational support services. Through collaboration with Your Financial Professional, Clients will be invested into one or more Strategies, Portfolios that have been vetted, selected and monitored by our Chief Investment Officer and Investment Committee. The Financial Professional has responsibility for determining the ongoing Client investment objectives, risk tolerance, and recommendation of the appropriate investment Portfolio. Our Investment Committee led by our Chief Investment Officer has an ongoing responsibility for investment decisions, security selection, day-to-day Portfolio management of the assets, and/or the specific timing in which to effectuate Securities transactions, along with continuously monitoring and managing the Client Account consistent with the Strategy or Portfolio selected. From time-to-time, a custom Strategy or investment Portfolio based on a Client's request or their unique circumstance may be designed and implemented. Unless otherwise stated, our TAMP Service requires that Clients grant Us Discretion. You may terminate this Service at any time.

b). **Rep As Portfolio Manager Program.** Financial Professionals provide discretionary Services to Clients based on guided questionnaire, discussions, and their collective collaboration without the assistance and constraints of Our TAMP Program managed by our Chief Investment Officer and Investment Committee. At the direction of the Financial Professional, Client Accounts will be invested into a custom Portfolio of Securities, our affiliate Quartz Partners, LLC Strategies, Third-Party Manager or Sub-Advisor Strategies consistent with their individual goals, objectives, time horizon, and Risk Profile. Unless otherwise stated, this Program requires that Clients grant our Firm and the investment adviser representative full investment discretion. When the Financial Professional selects individual Securities they have an ongoing responsibility for all investment decisions, security selection, day-to-day Portfolio management of the assets, and/or the specific timing in which to execute Securities transactions, along with helping to continuously monitor and manage the Client Account congruent with their objectives and suitability. Under this Program, Client Accounts will be held at a Custodian that We have or will establish a relationship with.

When Financial Professionals select to invest Client Accounts in a Third-Party Manager or Sub-Advisor Strategies they are typically granted Discretion and have the responsibility to select and terminate both Third-Party Manager or Sub-Advisor and the specific Strategy or Portfolio with which the Client is invested. Generally, the Financial Intermediary, Custodian or Third-Party Manager/Sub-Advisor will maintain the ultimate trading Discretion and the responsibility for the timing and execution Securities transactions. Your Financial Professional will not assume Discretion to select, purchase or sale of the Securities within Your Account. It should be noted when invested in a third-party manager or sub-advisor investment strategy, You will likely incur an additional fee above and beyond the compensation paid to Your Financial Professional. These additional fees charged by Third Party Managers, Sub-Advisors or when applicable the Financial Intermediary acting in the capacity of Platform Sponsor will be disclosed to You in writing in their associated agreement and disclosure documents prior to the commencement of their investment management services.

# Agreement Terms and Conditions

Clients are encouraged to review all applicable disclosures and offering documents, which provide important information about each investment adviser or investment company's qualifications, business practices and conflicts of interest.

## 3. Client Representations

As the Account Holder and Client, You hereby represent and warranty as follows:

**a. Legal Capacity.** Our Services, and the products and services of the Financial Intermediaries, are intended solely for users who are citizens or residents of the United States and its territories and eighteen (18) years of age or older. If You are under the age of eighteen (18), then You are not permitted to use the Services (and You may not have or use an Account). By accessing and using the Services, You represent and warrant that You are eighteen (18) years of age or older. The Services are limited to use for personal, family, or household purposes. To use the Services (including to apply for a Firm Account), You will be required to provide certain Identifying Information as further set forth herein;

You may not register a Firm Account or use the Services if You are a resident of any jurisdiction in which (i) our Firm is not authorized to provide the Services, (ii) the United States has embargoed goods or services, (iii) where Your use of the Services would be illegal or otherwise violate any applicable law of such jurisdiction or of the United States ("Restricted Jurisdiction"). You hereby represent and warrant that You are not a resident of any Restricted Jurisdiction and that You will not register a Firm Account or use the Services even if our methods to prevent You from registering an account or using the Services are not effective or can be bypassed. We may implement controls to restrict access to the Services from any Restricted Jurisdiction;

We make no claims that the Services are appropriate for or may be legally accessed outside of the United States. If You access the Services from outside the United States, You do so at Your own risk and are responsible for compliance with the applicable laws of the country or jurisdiction where You may be located. You may not use or export any content of the Website or Application in violation of U.S. export laws and regulations or any other U.S. or foreign federal, state, or local statute, rule or regulation. The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. We make no representations that the Services are appropriate for use in all locations, or that the transactions, products, financial instruments, or services indicated or discussed on the Website or Application are available or appropriate for sale or use in all jurisdictions, or countries or by all investors or counterparties. By accessing or using our Services, You consent to the processing, transfer, and storage of information about You in and to the United States, where You may not have the same rights and protections as You do under local law;

**b. Understanding and Consent.** You represent that You have received, read, understand, and consent to this Agreement and the Client Disclosures in their entirety; and that this Agreement is binding upon You, Your successors, executors, administrators and heirs in accordance with its terms; and that You have discussed and resolved any questions or concerns regarding our Services with the Firm prior to executing this Agreement and engaging the Firm's advisory services; and that this Agreement governs all services and Accounts that You have the Firm manage; and that Firm reserves the right to refuse to accept this Agreement in its sole discretion and for any reason;

**c. Accuracy of Information.** You represent and warrant the information that You have and will provide the Firm, Your Custodian, and/or Financial Intermediary is true and accurate; and that the Firm may rely upon all information You provide to the Firm without independent inquiry; and that You will promptly notify the Firm in writing within ten (10) Business Days after any material change in information, this shall include but is not limited to changes in Your financial personal circumstances, goals, time horizon or objectives that might affect the manner in which Your Account should be managed; and that You agree to provide Us with any and all documents necessary to expedite transactions indicated by the Firm; and You will authorize necessary third-Parties to disclose Your confidential information to Us; and that the Firm will not be required to independently verify any information You, Your attorney, Your accountant or Your Financial Professional have provided; You acknowledge that the Firm and Your Financial Professional shall not be liable for any damages that result from Your failure to disclose or disclosure of materially inaccurate information that serves as the basis of our Services. You agree to review Your Account information for accuracy;

**d. Interest in Account and Anti-Money Laundering.** You represent that no one else except You have an interest in any of Your Accounts (unless You are opening the Account as a fiduciary or trustee or Custodian for minor Account); You hereby represent and warrant the following and shall promptly notify the Firm if any of the following ceases to be true and accurate: (i) to the best of Your knowledge based upon appropriate diligence and investigation, none of the cash or property that You have paid or will pay or deposit to Your Account directly or indirectly contravene Applicable Rules, (ii) You acknowledge that the Firm may require further documentation verifying Your identity, if any, and the source of funds used to make payment or deposit to Your Account, and (iii) You represent and warrant that none of the money You deposit, transfer, or withdraw in Your Account is used for, derived from, or will be used to promote the conduct of, any crime or other illegal activity;

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**e. Multiple Account Holders.** You represent and warrant that if there is more than one Account holder, the provisions of the Agreement apply to each Account Holder; and that the Firm will have no liability for any loss that may arise due to taking instructions from one Account Holder or requiring instructions from all Account Holders;

**f. Amendments to Agreement.** You agree that We may amend this Agreement from time-to-time without prior notice or consent from You and that amendments may be disclosed separately from the Agreement in its entirety by mail, email, posted on our site, Client portal or other digital means;

**g. Commencement of Service.** You acknowledge that the Firm and Your Financial Professional will not supervise or direct investment of Your Securities until You provide all the information and complete of all documents necessary to 1) open Your Account with the Custodian and 2) the Custodian accepts the Firm's investment discretion over Your Account; prior to Firm supervision and the management of Your Account; Your Account may not be immediately invested if the Firm believes it is in Your best interest to temporarily postpone such a trade; it shall be Your responsibility to notify the Firm in writing of transfers of additional or existing assets to or from Your existing investment Account and the Firm shall have no responsibility or liability to invest such additional or existing assets should You fail to notify the Firm of such transfers. You understand that Your Financial Professional and the Firm has no duty, responsibility, or liability to monitor, purchase or sell any Securities that are not held in an Account where the Firm has been granted investment discretion;

**h. Client Information.** You understand as part of the Services, recommendations are based on investment-related personal information requested from each Client, including financial situation and investment objectives ("Client Information"). This information will be utilized the Client Information to recommend the appropriate investments for You Risk Profile, financial parameters and investment objectives and will or may consider, among other things, the Your employment status, income, investment goals and reasons to invest, time horizon and net assets. These recommendations will be based solely upon the Client Information provided by You. The suitability of the recommendations provided is also limited by and relies upon the accuracy and completeness of the information provided by You;

**i. Fees.** You hereby authorize our Firm, to debit all fees payable pursuant to this Agreement directly from the applicable Account without prior notification. It is agreed by You and our Firm that the fees can be payable through the liquidation of any Securities held in the Account, and You authorize any transactions necessary to the payment of the said fees. You may also authorize Fees to be debited from a separate account owned by You by completing and attaching alternative fee payment instructions in form and content acceptable to our Firm;

**j. Tax Reporting.** You will be able to receive a record of the transactions related to Your accounts which You may wish to use for the purposes of making any required tax filings or payments. It is Your responsibility to determine what, if any, taxes apply to the payments You make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority.

We will make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to Your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. You are responsible for complying with all Applicable Rules. You are solely responsible for reporting and paying any taxes arising from Your accounts; and

**k. Other Investment Advisors & Investment Options.** You represent that You have carefully considered the many options when it comes to the management of Your Account; and that that other advisors or Financial Intermediaries may offer similar or more comprehensive services for comparable or lower fees; however, a primary reason You have chosen to engage the Firm's Services is what You believe to be the unique set of Services and skillset that the Firm and Your Financial Professional offer; and with regard to transferring or rolling an ERISA Account You understand that You have the following alternative options that may be less expensive:

1. Keep Your investment Account exactly where it is now;
2. You may be able to liquidate Your investment Account and distribute the cash to Your bank Account (consider tax consequences);
3. Consider another advisor who may offer similar or more comprehensive Services for comparable or lower fees;
4. If this Account is a retirement Account with a previous employer, You may be able to leave it where it is or potentially roll it into Your new employer's plan; or
5. You can transfer Your investment Account to an online broker and self-direct Your investments.

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## 4. Firm Representations & Warranties

- a. Registration.** The Firm represents that it is registered as an investment adviser under the Act and that such registration is currently effective and will maintain its current registration during the term of this Agreement;
- b. Law.** The Firm represents and confirms that the terms hereof do not violate any obligation by which the Firm is bound, whether arising by contract, operation of law or otherwise, that this Agreement has been duly authorized by appropriate action and when executed and delivered will be binding upon the Firm in accordance with its terms;
- c. Fiduciary.** Our Firm represents that We are acting in the capacity as a Fiduciary as defined by the SEC and if the Account is subject to regulation under ERISA, the Firm is a "fiduciary" as that term is defined under ERISA; however, the relationship of Custodian with the Firm is that of a "Party in interest" and not a "fiduciary" as those terms are defined under ERISA; We exercise reasonable diligence, care, skill, and prudence in providing Our Services, and have a reasonable basis to believe that the recommendations being made are in Your best interest;
- d. Services.** The Firm represents that it provides investment advisory services on a continuous basis based upon the financial information You provide Us; the Firm shall remain available to You during normal business hours for consultation regarding the administration of Your Account and Your financial situation or investment needs; the Firm shall not be obligated to provide any other Services other than those set forth in this Agreement; the Firm does not provide tax or legal advice or advice of any kind or nature whatsoever except for Securities recommended by the Firm and held by a Custodian.

We will not provide investment advice other than the Services described in this Agreement; the Firm limits the investments they recommend and utilize in Your Account to Securities defined herein; the limited scope of the investment advice the Firm provides does not prevent the Firm or Your Financial Professional from providing advice that is in the best interest of the Client or from otherwise adhering to Impartial Conduct Standards;

**e. Fees.** We represent that we avoid making misleading statements about Our fees and charge only reasonable compensation and upon request, We will provide You with accurate and complete information about all fees with which the Firm has knowledge of that are currently associated with Your Account; and

**f. Policies and Procedures.** The Firm has adopted written policies and procedures and a code of ethics that are reasonably designed to mitigate the impact of material conflicts of interest that exist with respect to the provision of providing investment advice to You and ensure that Your Financial Professional and We adhere to Impartial Conduct Standards; Further, the Firm will not recommend transactions in which we might reasonably anticipate will result in more than reasonable compensation to the Firm and will avoid making materially misleading statements when providing advice.

## 5. Discretion

You hereby appoint the Firm as Your investment adviser, agent and attorney-in-fact with limited power-of-attorney with trading discretion to manage and trade the assets as well as manage the cash balances in Your Accounts on Your behalf. We accept this appointment under the terms and conditions set forth in this Agreement. You authorize Us and Your Financial Professional, without prior consultation, consent or approval, to give instructions to Your Custodian or Financial Intermediary to implement Securities transactions in Your Account. Our authority will include the ability to: (i) buy, sell, trade Securities and Strategies; (ii) employ hedging Strategies; (iii) rebalance Your Account periodically; (iv) arrange for delivery and payment of our advisory fees; (v) act on behalf of You in all other matters necessary or incidental to implementing all investment decisions; and (vi) implement all of the above based on our Firm and Your Financial Professionals investment and economic research. We reserve the right to change, in our sole discretion from time to time and without prior notice to You the Securities, and investments made available in Your Account that We deem appropriate to address Your investment objectives, investment time horizons, and Risk Profile.

In addition, the Firm and Your Financial Professional under the Rep as Portfolio Manager Program shall have the authority (i) to determine when, how often, and in what amounts to invest or reinvest dividends in Your 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 also authorize Us to deliver a copy of this Agreement to Your Custodian executing Securities transactions on behalf of Your Account as evidence of the authority of our Firm to act for and on behalf of Your Account.

Additionally, in performing our obligations under this Agreement, We may, at our own discretion, delegate any or all of our Discretion, advisory, and other rights, powers, and functions hereunder to any of our affiliates or to any Financial Intermediaries, without Your written consent, provided that We shall always remain liable as a fiduciary to You for Our obligations hereunder.

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WE ARE NOT AUTHORIZED TO WITHDRAW ANY MONEY, SECURITIES, OR OTHER PROPERTY IN YOUR NAME IN THE ACCOUNT, EXCEPT AS TO WITHDRAW ADVISORY FEES WITHOUT YOUR PRIOR AUTHORIZATION.

Notwithstanding the foregoing, You always have the ability to impose reasonable restrictions on the management of Your Account, including the designation of a particular Securities or types of Securities that should not be sold or purchased if held in the Account. If Your instructions are unreasonable or We believe that the instructions are inappropriate for You, We will notify You that, unless the instructions are modified, We may terminate the Service We provide to that specific Account. We shall not be held liable for any investment losses associated with Account restrictions or instructions You have placed.

### 6. Custody & Recordkeeping

When You request to open an Account and any necessary accounts with the Financial Intermediaries, we will request certain personal information, which may include, but is not limited to, Your name, physical address, telephone number, email address, date of birth, social security number, taxpayer identification number, a government identification, and financial information (collectively, "Identifying Information"). You authorize the Firm, the Financial Intermediaries, and their designated service Financial Intermediaries to use the Identifying Information in connection with Services, including to verify Your identity, protect You and/or us against fraud or other financial crime, and to act we reasonably deem necessary based on the results of such inquiries. When the Firm, the Financial Intermediaries, or their designated service Financial Intermediaries carry out these inquiries, You acknowledge and agree that we may disclose Your Identifying Information and any other Personal Information to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to inquiries in full. This is an identity check only and should have no adverse effect on Your credit rating. You may also be required to provide additional information to the Financial Intermediaries in connection with Your use of the Services.

We will not have custody nor act as a Custodian for the safekeeping of the assets in Your Account, although understand that our right to deduct Advisory Fees from Your Account deems our Firm to have limited "custody" of Your assets. In order to have the Firm manage Your Account on an ongoing basis, You will need to have the custody of Your Account and Your assets must be maintained with a Custodian, or other qualified Financial Intermediary. The Custodian will provide trade execution, custody, clearing, and settlement services, as well as record keeping and reporting services, as well as the deduction of Our advisory fees. You agree to execute any and all documents required for Us, Your Custodian, or other third-party, to facilitate the custody, administration, transfers, trading and safekeeping of the assets in Your Account. In the event of a conflict between the terms of this Agreement and the paperwork of the Custodian with respect to relationship between You and the Firm, the terms of this Agreement shall control.

You may withdraw money from the Account by generally initiating a withdrawal request through the Platform at any time and otherwise pursuant to instructions on the Platform or upon request by email to [support@quartzpartners.com](mailto:support@quartzpartners.com) or calling (800) 433-0422. You acknowledge that Strategies are designed 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 the You Account, including this Agreement, You will not be able to request withdrawals or sales, to Your bank account unless and until You provide the applicable bank account information and authorization required by the Custodian. When a withdrawal is requested, You agree that, by requesting a withdrawal, You expressly authorize our Firm to place an order with Your Custodian, acting in the capacity of broker or dealer or similar, on Your behalf to sell such securities in the Account as selected by our Firm at the time(s) and in amounts calculated by our Firm. Any withdrawal or transfer from the Account and/or sales of assets may not be canceled following the initiation, authorization, and/or direction of such transaction. We will use reasonable efforts to generate and place the orders for such sales on the Business Day You request a withdrawal, but You acknowledge and agree that such orders may be placed when operationally feasible at any time within five (5) Business Days after request. You acknowledge and agree that Your Custodian will not initiate a transfer of money for a withdrawal until generally one (1) to two (2) Business Days after the last applicable sale for such withdrawal has settled and that it may take up to seven (7) to ten (10) 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 our Firm and/or the Custodian may require additional information before effecting any withdrawal request, and that such requested withdrawal may be subject to delay or cancellation in the event You do not timely provide such additional information.

You shall at all times maintain every indicia of ownership of the Securities in Your Account including right to hypothecate, pledge, vote and withdraw the Securities, and the right to proceed directly against the issuer of any security. You retain all rights under the Applicable Rules to proceed directly against the issuer of any underlying Securities in Your Account and are not obligated to join the Firm, Custodian, or any other Party as a condition precedent to proceeding against the issuer of the underlying security. You may close Your Account at any time subject to the terms of this Agreement and cancellation terms of Your Custodian.

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Your Custodian shall be responsible for maintaining all necessary books and records, Account balances, and transaction history relating to the assets of Your Account. You agree to review promptly all available information available regarding the Securities and Your Account, including Custodian or brokerage statements, transaction confirmations and tax reporting forms provided by Your Custodian.

### 7. Brokerage & Transactions

The Firm may recommend, aid You in selecting a Custodian and negotiate terms and pricing. Our Firm maintains the right to negotiate with Custodians with regard to the terms, pricing and services associated with Your Account. The lowest brokerage fee, while an important factor, is not always determinative in such evaluation. The Firm may have You consider, among other things, the Custodian's fees, execution capabilities, fractional shares, reputation, service, Account types, technology, tax reporting, and access to the markets for the Securities being traded.

In directing the use of a particular Custodian, it should be understood that the Firm may not always have authority to negotiate commissions among various Custodians and You may pay higher commissions or other transaction costs or greater spreads or receive less favorable net prices and best execution may not be achieved, resulting in higher transaction costs for You. You will ultimately be responsible for accepting and bound by the terms and arrangements with Your Custodian.

For the Firm's model based trades We follow a trade rotation policy among the various Custodians and Financial Intermediaries We manage Accounts through. The Firm anticipates (but is not obligated to) that We will combine or "batch" Account orders to obtain "best execution", or to allocate equitably among the clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently.

There are circumstances that occur which are out of Our control, e.g., if a Custodian or Financial Intermediary is latent in executing the trades, restricts trading activity, they cannot be contacted or reject the Firm's trading instructions. The Firm is not responsible for trade allocations that are rejected or redirected by the Custodian or Financial Intermediary. We reserve the right to cancel the management of Your Account if We believe that the restrictions imposed by Your Custodian that may significantly impact the value of Our Services or otherwise. At times We may exclude Custodians with trading execution lags or waiting periods allocation change in an effort to reduce risk if We believe it that the trade would be short in duration and would adversely affect Your Account value.

You understand that any withdrawal, or transfer from Your Account, and/or sale of Securities, may not be cancelled following the initiation, authorization, and/or direction of such transaction. You further acknowledge and agree that our Firm and Your 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 provide in a timely manner such additional information.

Your Custodian may provide to Us, free of charge, research and other operational support, so long as the brokers or dealers that are selected, and the transactions are executed in Your best interest in accordance with standards of Section 28(e) of the Securities and Exchange Act of 1934.

You represent that You have carefully reviewed the services and fee schedule of the Custodian that You have directed the Firm to use for the custody, servicing, and trade execution of Your investment Account; and that You represent that You will review Custodian statements in their entirety and will inform the Firm immediately if statements are not: 1) delivered at least quarterly; 2) seem incomplete; or 3) seem inaccurate; and that You represent that You are responsible for paying all fees and taxes arising from services provided by Your applicable Custodian, Financial Intermediary, Third Party Manager, or Sub Advisor.

You understand that the Firm is limited to the investment options and solutions made available by Your Custodian. Specifically, if We manage a variable annuity, 401k, 403B, or 457 Account that due to the often-limited investment options, differing custodial fees and trading restrictions, trading execution lags or waiting periods and other considerations there may be a wide dispersion of investment performance vs. traditional investment accounts that can invest in the full universe of Securities available in a traditional investment Account.

### 8. Securities Market Data

We or a Financial Intermediary may provide or make available to You certain content, information, or data that may include information or data relating to securities and the securities markets, including last sale transaction data, bid and ask quotations, fundamental information, and other security information or data (collectively, "Market Data"). We obtain this Market Data from third party sources. In connection with Your receipt of Market Data, You understand that: (i) neither our Firm nor a Disseminating Party guarantee the timeliness, sequence, accuracy, completeness, reliability, or content of Market Data or of other market information



## Agreement Terms and Conditions

or messages disseminated to You; (ii) neither our Firm nor any Disseminating Party warrants that the service provided by any such entity will be uninterrupted or error-free; (iii) You shall not furnish Market Data to any other person or entity and shall use Market Data only for Your individual use; and (iv) at any time, any Disseminating Party may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and/or may change transmission speeds or other signal characteristics and such Disseminating Parties shall not be liable for any resulting liability, loss or damages that may arise therefrom.

NEITHER OUR FIRM, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, NOR ANY DISSEMINATING PARTY SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF, (I) ANY MARKET DATA, INFORMATION OR MESSAGE, (II) ANY PERFORMANCE CALCULATIONS, OR (III) THE TRANSMISSION OR DELIVERY OF ANY SUCH DATA, INFORMATION OR MESSAGE; DUE TO ANY ACT OR OMISSION BY OUR FIRM, ANY OF ITS AFFILIATES, THEIR RESPECTIVE OFFICERS OR EMPLOYEES, OR ANY DISSEMINATING PARTY, OR TO ANY "FORCE MAJEURE" (E.G., FLOOD, EXTRAORDINARY WEATHER CONDITIONS, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF OUR FIRM, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS AND EMPLOYEES, OR ANY DISSEMINATING PARTY of Liability.

### 9. Limitation of Liability

Except as otherwise provided by Applicable Rules, neither We nor our employees, affiliates, representatives or agents will be liable for (i) any loss that You may suffer as a result of our decisions, actions, or omissions where We exercise the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use in the conduct of an enterprise of a like character and with like aims; (ii) any loss arising from our adherence to You written or oral instructions or restrictions; (iii) any act or failure to act by Custodian or other broker-dealer to which We direct transactions for Your Account; or (iv) any loss that You may suffer by any reason of any decision made, other action take by, or any action not taken by any other third Party. Nothing in this Agreement shall constitute a waiver or limitation of any rights which You may have under Applicable Rules or ERISA.

### 10. Indemnification

To the extent permitted by Applicable Rules, other than as result of our willful misfeasance, bad faith, or gross negligence in the performance of our duties hereunder, You shall indemnify, defend and hold our Firm (including any and all employees, officers, directors, contractors and members) harmless to fullest extent permit by law (including any all costs of legal counsel and other costs and expenses) from, against and in respect of, any liabilities, damages, losses, costs or expenses incurred resulting from (i) any act or omission by You, (ii) actions taken by Us in reliance on instructions, directions, or information provided by You, or (iii) Your breach of the Agreement .

Notwithstanding anything to the contrary herein, the Firm, shall not be deemed to be in default or held liable for damages or claims resulting from the Firm's failure to perform hereunder if such failure is a result of any labor dispute, act of God, act of domestic or international terrorism or insurrection, governmental restriction, power or telecommunications outage, or any other event that is beyond reasonable control of the Firm (including but not limited to trading, internet, computer, Custodian or software malfunctions). No Party to this Agreement will be responsible for delays resulting from acts beyond the reasonable control of such Party, provided that the non-performing Party uses reasonable efforts to avoid or remove such causes of nonperformance and continues performance hereunder as soon as practicable as soon as such causes are avoided, rectified or removed.

a) **Acts of Third Parties.** With respect to actions of third Parties, You agree to indemnify the Firm and Us, defend and hold our Firm (including any and all employees, officers, directors, contractors and members) harmless to fullest extent permit by law (including any all costs of legal counsel and other costs and expenses) from and against any loss, liability and expense incurred by You by reason of any claim, demand, cause of action or judgment arising out of this Agreement, including for any failure by any person to provide any disclosure to You mandated by Applicable Rules, except for such claim, demand, cause of action, or judgment as may be found in a final judgment by a court of competent jurisdiction or found in a final award of an arbitration panel to have caused a loss to the Account resulting from willful misfeasance, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Our Firm.

b) **Acts of Previous Advisors, Administrators.** In no event shall Our Firm be liable for the actions, inactions, negligence, malfeasance, violation of Applicable Rules, or errors of judgment of any other previous individual or entity associated with Your investment accounts and investment advice provide prior to the commencement of Our Services and You agree to hold the Firm harmless with respect to any liability arising as a result of Your previous or other investment advisory contracts. The Firm shall

# Agreement Terms and Conditions

have no duty to investigate, inquire, or otherwise examine the accounts, records and/or acts of any other previous advisor or administrator.

**c) Investment Risk and Liability.** You represent that no Party to this Agreement has made any guarantee, either oral or written, that Your investment objectives will be achieved and that the Firm shall not be liable for any error in judgment and/or for any investment losses in Your Account in the absence of malfeasance, negligence or violation of Applicable Rules. You understand that You are solely responsible for evaluating the merits and risks associated with any investments in Your Account and that investment performance is not guaranteed, and no method of analysis or investment Strategy is immune from loss. Your Account is not insured against loss or loss of income, there may be a loss or decline in the value of Your Account and its investments due to market fluctuations, and that periods of underperformance are a part of every investment Strategy. Investment management involves a high degree of risk and uncertainty. You acknowledge that at times Your Account may invested in a single or limited number of Securities depending on the investment Strategy or market conditions. While rare, You are prepared to bear the loss of Your entire investment. It is important that You understand the risks associated with investing in Securities and You will contact the Firm promptly with any questions or concerns. A more comprehensive description of all the risks that Your Account may be exposed to can be found in the Client Disclosures.

## 11. Advisory Fees

**a) General Billing Procedures:** We provide investment management advisory services on a continuous fee-only basis. At the discretion of the Firm, Advisory Fees may be negotiated to fit a unique set of needs, Services or circumstances. Unless otherwise stated, at the Firm sole discretion We reserve the right to increase, reduce, refund or waive all or any portion of Our Advisory Fee. Any modification to Your fee schedule will be explicitly defined and memorialized in writing and shall be effective thirty (30) days after written notice thereof is given to You. You maintain the right to cancel Your Service with the Firm at any time.

Advisory Fees are billed in advanced and are calculated as a percentage of the total market value of Your Account regardless of the composition of cash and Securities in Your Account unless otherwise agreed upon by both Parties in writing. Your Account will be billed and calculated based on the total initial Account value. Subsequent Advisory Fees will be calculated based on the ending value on the last day of the previous billing period.

**b) Margin Accounts:** If You maintain a margin Account, the inclusion of margined Securities in the aggregate market value of Securities will result in Your Advisory Fee being calculated on a value in excess of the Account value reported on Your Account statements. Margin balances do not reduce the aggregate market value of Securities upon which Your fees are calculated. Short positions that reduce the aggregate market value of Securities in Your Accounts are added back of the purposes of calculating the Advisory Fee.

**c) Valuation of Account:** We use the security valuation(s) provided by Your Custodian for reporting and billing purposes. The Firm may contract with a third-party service provider to aide in the calculation and deduction of Advisory Fees.

**d) Method of Payment:** Unless otherwise stated, You authorize Us, Your Custodian or Financial Intermediary to deduct these Advisory Fees at our discretion from Your Account without prior notification, or directly from another funding Account owned and directed by You, in accordance with this Agreement, applicable custody rules. It is Your responsibility to verify the accuracy of the calculation of all fees deducted from Your Account. We will generally keep a percentage of Your Account uninvested in cash to pay estimated Advisory Fees throughout the year. In the event that there is insufficient cash in Your Account to pay for Advisory or other fees, Securities may be sold in order to pay for such fees. The Parties agree that assets will be liquidated as follows: free cash balances, money market investments, and then as reasonably determined by Us or the third-Party manager.

**e) Minimum Fee:** Regardless of Account size, we have a minimum fixed annual Advisory Fee outlined on the Advisory Fee Schedule of this Agreement. Third-Party managers, Sub-Advisors and other Securities may have minimum fees or initial investment requirements. You acknowledge that the fee structure might not be economical or appropriate for individuals looking to make few or infrequent small-dollar investments.

**f) Client Referrals and Rebates:** From time-to-time the Firm may run promotional campaigns to measure interest and attract Clients to open Accounts. These promotions may include, waived, lower or more favorable fee arrangements for new Clients. These promotions may also include reduced or waived fees for existing Clients inviting family, friends, and others to open an Account.

**g) Other Fees:** In addition to the Firm's Advisory Fees described above, You will also incur and be responsible for expenses from entities associated with the Securities You own and the servicing of Your Account. These fees may arise from the Custodians where Your Account is held, the Securities, Funds, Third-Party managers or Sub-Advisors that We invest Your Account into, or the tax consequences from the Securities within Your Account.

## Agreement Terms and Conditions

The Firm may choose to contract directly with a qualified third-party vendor that has been vetted by Our Firm to receive certain back-office services, such as administrative, trading and reporting services to manage Your Account and to provide a better and more efficient client experience. Under certain circumstances these third-party services may incur fees that You are responsible for paying. Prior to You incurring any fees they will be disclosed to You and You will have the opportunity to refuse their service.

Full descriptions of these other fees are available upon request and located in the fee schedule, agreement, prospectus or other disclosure documents from the associated service provider, Custodian or Financial Intermediary.

### 12. Voting Proxies

As a matter of Firm policy, the Firm does not vote Client proxies. Furthermore, the Firm does not offer any consulting assistance regarding proxy issues to You. Therefore, although the Firm may provide Services relative to Your investment assets, You maintain exclusive responsibility for:

- Directing how proxies solicited by issuers of Securities beneficially owned by You shall be voted;
- Making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to Your investment assets; and
- Instructing each Custodian of the assets to forward You copies of all proxies and shareholder communications relating to Your investment assets.

### 13. Confidential Relationship

We will take reasonable measures to protect the privacy and confidentiality of information in Our possession about You and Your Account except as required by Applicable Rules. The Firm's Privacy Policy Notice contained within the Client Disclosures explains how the Firm collects and safeguards Your information and is incorporated into this Agreement by reference herein.

**Phone and Electronic Communications:** The Firm may record and monitor any telephone or electronic communications with You.

**Disclosure of Account Information to Third-Parties:** Consistent with the Client Disclosures, We are specifically authorized to disclose information about You and Your Accounts to third-Parties who provide the Firm certain administrative and operational support in the management of Your Account. You may opt-out of having Your information disclosed to third-parties but You understand this may severely limit the Firm's ability to provide Our Services.

### 14. Non-exclusive Contract

You understand that We provide Our Services to others investors and may give advice and take action with respect to any investor that may differ from the advice given, or the timing or nature of action taken, with respect to Your Account. We shall have no obligation to purchase or sell for Your Account, or to recommend for purchase or sale by Your Account, any security which the Firm may purchase or sell for themselves or for any other investors. You recognize that transactions in a specific Security may not be accomplished for all investors accounts at the same time or at the same price.

In the future, We may become involved in other business ventures which compete for our time and resources. While We will try to act in a fair and equitable manner, there may be an incentive to favor one client versus another with regard to the time and resources allocated to them.

### 15. Assignment

This Agreement will inure to the benefit of the Parties and their respective successors and assigns; provided however, that We may not assign (within the meaning of the Act) this Agreement without Your prior consent, provided however that You will be deemed to have consented to an assignment if You do not object to such assignment in writing within (60) sixty days of receiving written notification. You further agree that any reorganization, restructuring, or other transaction affecting the ownership of the Firm will not be deemed an assignment (within the meaning of the Act) of this Agreement, so long as such reorganization, restructuring, or transaction does not result in a material change of actual control or management.

### 16. Term & Termination

a) **Term:** This Agreement will begin on the Effective Date on the signature page and continue in effect until terminated by either Party (the "Termination Date") in writing. Death, divorce, permanent disability or incompetence will not automatically terminate or change the terms of this Agreement unless instructed by Your executor, attorney-in-fact or other authorized representative in writing. Disability or incompetence will not terminate or change the terms of this Agreement. Your legal representation shall hold the Firm harmless hereunder from all liability arising from such action so taken. In the event that the Custodian terminates the

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Firm's ability to manage Your Account effectively, the Firm may terminate affected Accounts but may continue to manage unaffected Accounts.

Termination of this Agreement will not affect (i) the validity of any action previously taken by Us under this Agreement; (ii) liabilities or obligations of the Parties from transactions initiated before termination of this Agreement; or (iii) Your obligation to pay Advisory Fees as pro-rated through the Termination Date. Upon termination of this Agreement, We shall not perform any functions whatsoever with respect to the management of Your Account or, and further management of the Account shall be Your sole responsibility.

**b) Notice of Termination:** Notice of Termination (the "Termination Notice") by You to the Firm should include the Account registration, Account number, and Custodian. Unless Your Termination Notice explicitly states "Terminate All Accounts" it will only be applicable to those Account designated in Your Termination Notice and all other Accounts under this Agreement will continue to be managed.

**c) Non-Payment of Advisory Fees:** At the Firm's discretion this Agreement and/or management and supervision of Your Account may be terminated without prior notice by the Firm for non-payment of fees or if the Security(s) shares in Your Account are exchanged or reallocated to another invested position without the Firm's knowledge and consent. However, a notice by the Firm to You with respect to the non-payment of fees shall not constitute notice of termination by the Firm.

**d) Refunds:** Upon termination of any Account, any prepaid, unearned fees will be due and payable based upon the number of days remaining in the billing period after the Termination Date, or credited to another Account You continue to have Us manage.

**c) Other Termination Fees:** You understand that our Firm is not responsible for any cancellation, liquidation, transfer or other fees associated with the termination of Your Account which may be charged by Your Custodian, Securities or other Financial Intermediaries associated with Your Account.

## 17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles.

## 18. Arbitration Agreement

The Parties agree that, unless unenforceable due to Applicable Rules, any disputes, controversies, claims, causes of action, or alleged breaches or failures to perform arising out of or relating to this Agreement or the relationship created by this Agreement, which cannot be settled by negotiation, whether based in contract, tort, statute, or other legal theory, and any claim of infringement, fraud, or misrepresentation, shall be resolved by confidential binding arbitration before the American Arbitration Association ("AAA") pursuant to this section and the then-current AAA Commercial Rules (see [adr.org](http://adr.org)), except that the Parties agree that no depositions will be permitted in any such arbitration. Before the filing of any arbitration, the Parties shall attempt in good faith to negotiate a resolution of their differences.

The seat or place of the arbitration shall be **Albany, New York**, and all arbitrator(s) shall be members of the bar of the State of New York. Except as may be required by law, neither Party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration without the prior written consent of both Parties, unless to protect or pursue legal right or as otherwise required by law or Applicable Rules. The arbitration award shall be final and binding and may be entered in any court having jurisdiction thereof and any court where a Party or its assets is located (to whose jurisdiction the Parties consent for the purposes of enforcing the award). The arbitrator(s) shall not have the power to award indirect, special, consequential, punitive, or exemplary damages, or any damage excluded by, or in excess of, any damage limitations expressed in this Agreement. Issues of arbitrability shall be determined in accordance solely with federal substantive and procedural laws relating to arbitration. Each Party shall bear its own attorney's fees associated with arbitration. The arbitrator(s) shall award the forum costs to respondent if claimant recovers less than 70% of what was claimed in the arbitration. "Forum costs" means all arbitrator(s) fees and administrative fees.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION. YOU UNDERSTAND THAT YOUR AGREEMENT TO ARBITRATE ANY DISPUTES SHALL NOT CONSTITUTE A WAIVER OF ANY SUBSTANTIVE RIGHTS THAT YOU HAVE UNDER THE ACT.

## 19. Severability

If any provision of this Agreement is held to be illegal, invalid, unenforceable by a statute, rule, regulation, decision of tribunal, or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this

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Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable.

## 20. Receipt of Documents

You, as the Client, acknowledge receipt of and understand all content of the Client Disclosures which includes Part 2 and Part 3 of Form ADV and the Firm's Privacy Policy document. Part 2A (Firm Brochure) and Part 3 (Client Relationship Summary) of Form ADV, and any applicable GIPS presentations provide information about Our qualifications and business practices. If the appropriate disclosure statement was not delivered to You at least 48 hours prior to You entering into any written or oral advisory contract with the Firm, then You have the right to terminate this advisory Agreement without penalty within (5) five business days after entering into the Agreement. For the purposes of this provision, an Agreement is considered entered into when all Parties to the contract have signed the Agreement either manually or by way of eSignature.

## 21. E-SIGN & Client Communication

Unless otherwise stated in writing the Firm may deliver information to You in writing via hard copy, email, facsimile, telephone, verbally, posted to a website, and other digital forms. This information including, but not limited to, all disclosures required by Applicable Rules and other information about Your legal rights and duties. These items may include but are not limited to: purchase, sale, or retention of an asset, the transfer of funds to Your Account or a third Party, all statements or reports produced by the Firm or Custodians; trade confirmations; billing invoices; all Client Disclosures; amendments to the Client Agreement; and any other notices or documentation that We choose to provide on an ongoing or as needed basis. We shall not be held liable for any direction that You or Your agents give that is believed to be genuine. You agree that Documents provided electronically have the same meaning and effect as if we provided paper documents to You. When we send You an email or other electronic notification telling You that a Document is available electronically to You online, that act shall have the same meaning and effect as if we provided a paper Document to You, whether You choose to view it.

IMPORTANT: TO OPEN AND MAINTAIN AN ACCOUNT AND ACCOUNTS WITH THE FINANCIAL INTERMEDIARIES ("ACCOUNTS") YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT YOUR ACCOUNTS AND ANY RELATED SERVICES THAT OUR FIRM AND THE FINANCIAL INTERMEDIARIES PROVIDE ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THESE TERMS. THESE TERMS SET FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY UTILIZE THE SERVICES SET FORTH HEREIN. BY AGREEING TO THESE TERMS, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AS SET FORTH HEREIN. OUR FIRM AND THE FINANCIAL INTERMEDIARIES RESERVE THE RIGHT TO PROVIDE INFORMATION ABOUT YOUR ACCOUNTS AND THE SERVICE TO YOU BY NON-ELECTRONIC MEANS.

This E-Sign Agreement applies to all disclosures, this Agreement, other agreements, statements, notices, communications, and other documents related to Your Account and Your accounts with the Financial Intermediaries ("Documents"), with our Firm and the Financial Intermediaries. Your electronic signature on any Documents has the same effect as if You signed them manually in ink. This E-Sign Agreement will be effective until You tell us that You no longer want to receive Documents electronically by sending us notice in the manner described in section (d. Withdrawing Your Electronic Acceptance of Documents) below.

**b. Email Address:** You must keep Your email or electronic address current with us. You must promptly notify us of any change in Your email or other electronic address. You may change the email address on record for You through Website and the Application, or by contacting us at [support@eticofinancial.com](mailto:support@eticofinancial.com). We may provide You with separate instructions to update Your email address from time to time. You agree that if we send an email message to You regarding any electronic communication or send any electronic communication to the email address You have provided us and such email message is returned as undeliverable, we will be deemed to have nonetheless provided such electronic communication to You.

**c. Hardware and Software You Will Need:** To use our Service, have Accounts managed by our Firm, and view the Documents, You will need:

- i. A Current Version of one of the following Internet browsers: Google Chrome, Apple Safari, Microsoft Edge. iOS, or Android.
- ii. A connection to the internet.
- iii. A Current Version of a program that accurately reads and displays PDF files.

As permitted by and in accordance with Applicable Rules, we reserve the right to discontinue support of a Current Version of software for any reason, including our opinion that it suffers from a security or other flaw that makes it unsuitable for use.

If You make unauthorized modifications to Your Device, such as by disabling hardware or software controls (for example, through a

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process sometimes referred to as "jailbreaking"), or use a virtual private network, Your Device may no longer be eligible to access or view the Documents and we reserve the right to deny or limit Your access to the Application.

d. **Withdrawing Your Electronic Acceptance of Documents:** You understand that You have the right to receive Documents in paper form. You can request paper copies and/or withdraw consent by contact us at (800) 433-0422 or by email at support@eticofinancial.com.

Any withdrawal of Your consent to receive electronic Documents will be effective only after we have a reasonable period of time to process Your request. You also agree that any withdrawal of Your consent to this Agreement, Your request for paper copies or our delivery of any paper copies will not imply that the previous electronic delivery or signature of documents pursuant to this Agreement did not constitute good and effective delivery, as applicable, or otherwise revoke Your consent to any agreement or any term thereof.

e. **Consent to Text Messages:** By entering into this Agreement or using the Services, You agree to receive text messages from our Firm, Financial Intermediaries or Your Financial Professional at the telephone number that You provide to us. You agree that text messages may be generated by automatic telephone dialing systems. We may send text messages regarding various matters, which may include, but are not limited to: operational communications concerning Your Account or use of the Services, and updates concerning new and existing features of the Services, Standard text messaging charges applied by Your cell phone carrier will apply to text messages we send. If You wish to opt out of promotional texts, You may call (800) 433-0422 or email us at support@eticofinancial.com.

f. **Consent and Agreement:** By agreeing to this E-Sign Agreement, You acknowledge and agree: (1) You have software and equipment that satisfies the requirements in Section (c. Hardware and Software You Will Need) above; and (2) to receive information electronically from our Firm, Your Financial Professional and the Financial Intermediaries, including any agreements You are presented with and any subsequent amendments to them; and (3) You have obtained, read and understand this Agreement and agree to be bound by all the terms and conditions contained herein.

## 22. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. OUR FIRM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, INCLUDING THOSE OF ANY HARDWARE OR DEVICE THAT YOU USE TO ACCESS THE SERVICES, (II) OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE OR (III) ERRORS WILL BE CORRECTED. ANY ORAL OR WRITTEN ADVICE PROVIDED BY OUR FIRM OR THE FINANCIAL INTERMEDIARIES DOES NOT AND WILL NOT CREATE ANY WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES WHICH MEANS THAT SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 23. Force Majeure

We shall not be liable for any claims, costs, losses, damages, issues, or delayed performance caused by circumstances beyond their reasonable control, including without limitation, acts of God, acts of government, flood, fire, pandemic, earthquakes, civil unrest, acts of terror, strikes or other labor problems, service Financial Intermediary failures or delays.

## 24. Other Items

a) **Rules of Construction:** The following rules shall be followed in interpreting the provisions of this Agreement: (i) All attached schedules and exhibits, if any, are incorporated into this document by this reference and are made a part of this document. The term "Agreement" shall be deemed to include all such exhibits and schedules and any other documents expressly incorporated, by reference, into this Agreement include the Client Disclosures as amended; (ii) All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine, or neuter gender, both as the context requires; (iii) The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement; (iv) All references to "Sections" are references to sections of this Agreement unless some other reference is established; (v) The term "include" or "including" shall be deemed to mean "without limitation"; (vi) This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement; (vii) Any statutory reference in this Agreement shall include a reference to any successor to such statute and/or revision thereof; (viii) this Agreement shall be construed as having been drafted by both Parties, jointly, and not in favor of or against one Party or the other; (ix) Whenever possible, each

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provision of this Agreement and every related document shall be interpreted in such manner as to be valid under Applicable Rules. If, for any reason, a provision is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such shall not affect the validity of the remaining provisions provided that doing so does not adversely affect, in any material respect, the economic or legal substance of the transactions contemplated by this Agreement as to any Party. In that case, in lieu of the illegal, invalid, or unenforceable provision, there shall be automatically added, as a part of this Agreement, a provision as similar in terms as necessary to render the provision legal, valid, and enforceable; and (x) "Client" is the Person identified in the opening paragraph.

b) **Rights & Remedies/Waiver:** With respect to the rights and remedies provided by this Agreement: (i) they are cumulative and are given in addition to any other rights the Parties may have by Applicable Rules, or otherwise; (ii) the use of any one right or remedy by any Party shall not preclude or waive its right to use any or all other remedies; and (iii) no waiver of any right or remedy shall be enforceable unless it is in writing, identified as a waiver, and signed by all of the Parties in interest that may be adversely affected by such waiver. In no event shall a waiver, even if in writing and properly executed, operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion.

c) **Relationship of Parties:** Each Party shall at all times be an independent contractor under this Agreement. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the Parties.

d) **Electronic Reproduction:** This Agreement and all documents which have been or may be hereafter furnished by either Party may be reproduced by either Party by any photographic electronic process (e.g., .pdf, .png, .jpg, .gif, etc.), and any such reproduction shall be admissible in evidence as the original itself, whether or not the original is in existence.

### 25. Entire Agreement

This Agreement constitutes the entire and exclusive Agreement between the Parties on this subject matter and supersedes any and all prior agreements, arrangements, and understandings (whether written, oral, electronic, or otherwise) between the Parties.

**Client Certification and Signature**

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE STATED BELOW. IN SIGNING THIS AGREEMENT, THE PARTIES HAVE STATED THAT THEY HAVE THE AUTHORITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT AND UNDERSTAND THE AGREEMENT IN ITS ENTIRETY INCLUDING THE ARBITRATION PROVISIONS AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AS AMENDED BY ETICO WEALTH MANAGEMENT, LLC FROM TIME-TO-TIME. INCORPORATED INTO THIS AGREEMENT IS OUR FORM ADV PART 2A: CLIENT BROCHURE, PRIVACY POLICY, FORM ADV 2B, AND FORM CRS ADV PART 3, AS AMENDED, WHICH CAN BE FOUND BY SEARCHING OUR FIRM NAME AT ADVISERINFO.SEC.GOV. PARTIES AGREE THAT THEY DISCUSSED AND RESOLVED ANY QUESTIONS REGARDING THIS AGREEMENT. UNLESS SPECIFIED UNDER "SPECIAL INSTRUCTIONS" ON PAGE ONE (1) OF THIS AGREEMENT, PARTIES CONSENT TO RECEIVING AND TRANSMITTING IMPORTANT COMMUNICATION BY EMAIL AND OTHER DIGITAL MEANS OF COMMUNICATION.

THE FINANCIAL PROFESSIONAL LISTED BELOW, IS ACTING PURSUANT TO A SEPARATE CONTRACT BETWEEN THE FINANCIAL PROFESSIONAL AND OUR FIRM. YOU AUTHORIZE THE FINANCIAL PROFESSIONAL ASSOCIATED WITH YOUR ACCOUNT TO ACT AS YOUR AGENT AND ATTORNEY-IN-FACT, AND IN SUCH CAPACITY, DIRECT THE FIRM WITH RESPECT TO SELECTING THE APPROPRIATE INVESTMENT STRATEGIES AND TO TAKE ALL OTHER ACTIONS NECESSARY OR INCIDENTAL TO EXECUTE YOUR INSTRUCTIONS AND TO ASSIST THE FIRM WITH A NUMBER OF FUNCTIONS RELATING TO THE MANAGEMENT OF YOUR ACCOUNT. THE SERVICES MAY ALSO INCLUDE PERIODIC CONTACT WITH YOU ABOUT INVESTMENT PERFORMANCE, REVIEWS, OR OTHER INFORMATION AS MAY BE REQUESTED OR REQUIRED TO ASSIST YOU IN UNDERSTANDING OUR SERVICES, ESTABLISHING AN ADVISORY RELATIONSHIP AND/OR PROVIDING AND UPDATING YOUR INFORMATION. THE FINANCIAL PROFESSIONAL IS ALSO RESPONSIBLE FOR MONITORING YOUR CURRENT FINANCIAL SITUATION, CONTINUING APPROPRIATENESS OF THE STRATEGY FOR YOU AND IMMEDIATELY NOTIFYING OUR FIRM OF ANY CHANGE THEREOF. FOR THE TERM OF YOUR ADVISORY RELATIONSHIP WITH OUR FIRM, FOR SERVICES PROVIDED TO YOU AND YOUR ACCOUNT, OUR FIRM MAY PAY THE FINANCIAL PROFESSIONAL A PORTION OF THE TOTAL ASSET-BASED ADVISORY FEE YOU PAY TO OUR FIRM. PLEASE NOTE SIMILAR OR MORE COMPREHENSIVE INVESTMENT ADVISORY SERVICES MAY BE AVAILABLE FROM OTHER INVESTMENT MANAGEMENT FIRM.

Print Name

Print Name

Client or Trustee #1 Signature Date

Client or Trustee #2 Signature Date

**ANNUAL ASSET-BASED ADVISORY FEE RATE**

Unless otherwise specified in writing, the total annual asset-based advisory fee rate will be billed in advance on a monthly schedule. Payments are calculated based upon the ending value of your investment account(s) from the previous billing period and will be automatically debited from your investment account(s) by your custodian upon our instruction. Please Note: Accounts managed through another financial intermediary, third-party manager or sub-advisor may have the billing schedule (e.g., quarterly vs. monthly or arrears vs. advance) dictated by that platform sponsor. In such circumstances please refer to their separate disclosures and agreement.

a. Billing Schedule	b. Annual Asset-Based Advisory Fee	c. Minimum Annual Fee	d. Monthly Client Portal Tech Fee
<input type="text"/>	<input type="text"/> %	\$ <input type="text"/>	\$ <input type="text"/>

**Financial Professional Certification and Signature**

By signing this Agreement, you, the Financial Professional, certify that you: (a) have obtained and verified the authenticity of the Client identification, (b) have provided the Client with and in good faith believe they fully consent to and understand, in its entirety, this Agreement and its attachments (ADV Part 3: Form CRS, Form ADV Part 2A, Privacy Policy, Form ADV Part 2B, applicable GIPS Presentations), (c) have performed all activities with the Client consistent with the contractual arrangement you have with our firm and in compliance with all applicable rules and regulations including the Investment Advisers Act of 1940 as amended, and (d) will be responsible for serving as the Client's primary Financial Professional with limited discretion over the Client's investment Accounts in selecting the appropriate investment Strategies and will maintain contact with the Client no less than annually to monitor the Client's current needs, financial situation, objectives, risk tolerance, Client information and the continuing appropriateness Investment Strategies.

Financial Professional Name

Financial Professional Signature Date

Authorized Officer Name

Authorized Officer Signature Date