

# Green Pier Retirement Brokerage Account Customer Agreement for Managed Accounts

Using my brokerage retirement account involves risks, for which I assume full responsibility.

As the account owner, I am fully responsible for monitoring my account and for all investment decisions and instructions concerning my account. Unless Green Pier has contractually agreed otherwise, Green Pier has no responsibility for monitoring my account or my investment decisions.

Placing orders during times when markets are volatile can be risky. Before I start using my account or any account feature, it's essential that I understand the terms, conditions, and policies that apply. It is important that I understand my relationship with Green Pier, as described herein and in the Green Pier Form CRS.

The terms of this Agreement applies to Green Pier IRAs (including traditional and rollover), and Green Pier Roth IRAs.

In this agreement, "Green Pier" "us" and "we"" refer to Green Fintech LLC ("Green Pier") and its affiliates, employees, agents, representatives, shareholders, successors and assigns as the context may require; "I," "me" and "account owner" refer to the owner indicated on the account application or the duly Authorized agent(s)/ Advisor(s). This Agreement applies to Green Pier Traditional IRAs, Green Pier Roth IRAs, Green Pier Inherited Traditional IRAs, and Green Pier Roth Inherited IRAs (each of which is referred to herein as "Account"). Green Pier provides brokerage, custody, and clearing services for the brokerage accounts established pursuant to this agreement (the "Agreement"). **Green Pier (including its affiliates) does not provide advice, recommendations or advisory service, unless agreed to in writing pursuant another agreement.**

## 1. Role of the Authorized agent(s)/Advisor(s)

When I sign the Account application, I agree to the following:

- I will either direct the investment of my Account or have my Account managed by my Authorized Agent. My Authorized agents(s)/Advisor(s) may be a state or federally regulated investment advisor, a state or federally regulated bank or trust company, or another entity that is exempt from registration as an investment advisor under the Investment Advisors Act of 1940.
- Where applicable, I have selected my Authorized agent(s)/Advisor(s) based on criteria I deem appropriate for my investment needs and without any advice, recommendation or endorsement from Green Pier or its affiliates.
- All decisions relating to my investment or trading activity shall be made solely by me or my Authorized agent(s)/Advisor(s) identified on my new account Application or subsequently in writing in a form and manner acceptable to Green Pier.
- Green Pier is authorized to accept and act upon the instruction of my Authorized agent(s)/Advisor(s) with respect to my Account in accordance with this Agreement until Green Pier receives written notice revoking such authority, as applicable.
- My Authorized agent(s)/Advisor(s) is not affiliated with, or an agent of, Green Pier, unless such Authorized agent/Advisor is a Green Pier entity or affiliate. My Authorized agent/Advisor is not authorized to act or make representations on Green Pier's (or any of its affiliate's) behalf.
- Green Pier has no responsibility and will not undertake to review, monitor, or supervise the suitability of the trading decisions made by me or my Authorized agent(s)/Advisor(s), the frequency of the investment or trading activity in my Account, or whether fees negotiated by my Authorized agent(s)/Advisor(s) for Green Pier's services are appropriate, as such responsibility falls solely on me, and where applicable, on my choice of and with my Authorized agent(s)/Advisor(s). As applicable, my Authorized agent(s)/Advisor(s) has collected

from me such information as is required, and as such Authorized Agent deems necessary, to determine the suitability (and prudence) of my investment or trading activity, or the appropriateness of applicable fees.

- Green Pier reserves the right, but is not obligated, to request authorization from me prior to executing any transaction requested from my Advisor and to restrict, not accept or cease accepting instructions from my Advisor at Green Pier's sole discretion and for its sole protection.
- Green Pier will have no duty to inquire into the authority of the Authorized agent(s)/Advisor(s) to engage in particular transactions or investment strategies or to monitor the terms of any oral or written agreement between me and the Authorized agent(s)/Advisor(s); I represent that my Authorized agent/Advisor has disclosed to me all third-party service providers it uses and any data related to my Account it makes available to third-party providers in the course of managing my Account. I further agree that Green Pier will not undertake nor does it have any obligation to review or monitor these third-party providers.
- I understand that my Authorized agent(s)/Advisor(s) will have access to informational tax reporting, such as IRS Form 1099-R and IRS Form 5498, as applicable.
- I acknowledge that if I reside outside the United States I have received this Application and Agreement as a result of my express request for them. I further acknowledge that nothing herein is an offer or solicitation of any security, product or service in any jurisdiction where their offer or sale would be contrary to local law or regulation. If I or another individual associated with my Account moves outside the United States, Green Pier may at any time in its sole discretion terminate that relationship or modify my rights to access any or all account features, products, or services.
- I shall indemnify and hold harmless Green Pier, Fidelity Management Trust Company ("FMTC") and their officers, directors, employees, agents, and affiliates from and against any and all losses, claims, or financial obligations that may arise from any act or omission of my Advisor with respect to my account.
- The Authorized agent(s)/Advisor(s) will comply with, and make all disclosure as required by all applicable state, federal and industry securities laws and regulations, and interpretations promulgated thereunder, including, but not limited to, the Investment Advisers Act of 1940, the Securities Exchange Act of 1934, the Investment Company Act of 1940, and Financial Industry Regulatory Authority (FINRA) Conduct Rules. Green Pier will not undertake to confirm or ensure that my Authorized agent(s)/Advisor(s) remains in compliance with its obligations.
- I shall indemnify and hold harmless Green Pier, FMTC and their officers, directors, employees, agents and affiliates from and against any and all losses, claims or financial obligations that may arise from acting on the instructions of my Advisor based on the authorizations I granted herein, and any act or omission of my Advisor with respect to my account. This indemnity is in addition to, and in no way restricts, any rights that may exist at law or under any agreement(s) between me, FMTC, and/or Green Pier. This indemnity shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts. It shall inure to the benefit of Green Pier and FMTC and of any successor firm or firms (whether by merger, consolidation or otherwise) irrespective of any change(s) at any time in the personnel thereto for any cause whatsoever, and to the benefit of the affiliates and the assigns of Green Pier, FMTC, or any successor firm.
- I understand that Fidelity Management Trust Company ("FMTC" or "Custodian") and Green Pier do not provide any investment advice, as defined under the Employee Retirement Income Security Act of 1974 ("ERISA") and/or any applicable Securities regulations, in connection with

this Account, nor does FMTC or Green Pier give any advice or offer any opinion with respect to the suitability of any security, order, account type or investment strategy. All transactions will be done only on my order or the order of my Authorized agent(s)/ Advisor(s), except as otherwise described herein.

- An investment in any money market mutual fund is not guaranteed by the FDIC or any other governmental agency. Although money market mutual funds seek to preserve the value of my investment at \$1.00 per share, I understand that it is possible to lose money by investing in the fund. I understand that investing in a tax-exempt security is inappropriate for a retirement account.

## **2. Commitments**

### Green Pier's Commitments to me

When my Account application is accepted, Green Pier will open one or more brokerage accounts as part of my Green Pier Traditional IRA, Green Pier Roth IRA, Green Pier Inherited Traditional IRA, and/or Green Pier Roth Inherited IRA on my behalf. Green Pier is agreeing to serve as my broker and to maintain an account for me. Green Pier agrees, subject to Green Pier's acceptance of an authorized order, to buy, sell, or otherwise dispose of, or acquire, securities for me according to my or my Authorized agent(s)/ Advisor(s) instructions. Green Pier also agrees to provide various services and features, as described below.

### My Commitments to Green Pier

Many of these commitments are spelled out more completely on the following pages and in the Green Pier Terms of Use ("Terms of Use"), which are fully incorporated into this agreement, and in the Electronic Delivery Agreement, which is fully incorporated into this agreement. When I sign the Account application, I agree to the following:

- I appoint Green Pier as my agent for the purpose of carrying out my directions in accordance with the terms and conditions of this Agreement with respect to the purchase or sale of securities in my Account. To carry out its duties, Green Pier is authorized to place and withdraw orders and take such other steps to carry out my directions.
- I understand that my Account will be invested in accordance with my instructions as given from time to time to Green Pier, and as otherwise described herein.
- Neither FMTC, custodian of my Account, nor Green Pier provides any investment advice as defined under the Employee Retirement Income Security Act of 1974 ("ERISA"), the Internal Revenue Code, and/or any applicable securities regulations, in connection with this Account, nor does either give any advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on my order or the order of my authorized representative, except as otherwise described herein.
- Although FMTC is a limited purposes trust company, I recognize that any investment company (e.g., any mutual fund/money market fund) in which this Account may be invested is not a bank.
- Green Pier and FMTC have no fiduciary responsibilities to me or to this Account; do not offer any tax, legal, or investment advice; do not and will not advise me on the suitability of any investment; and do not and will not provide any recommendations related to investments in accordance with the terms of this Agreement.
- I adopt the Green Pier Traditional IRA, Inherited Traditional IRA, Roth IRA, or Inherited Roth IRA, as indicated on my Account application, appointing FMTC, or any successor thereof, as custodian, and Green Pier as the carrying Broker-Dealer to perform certain administrative services.
- I affirm that I am at least 18 years old and legally authorized to enter into this agreement in the

state in which I reside.

- I represent that I have received, read, and understand this Agreement, the applicable Green Pier Traditional IRA Custodial Agreement and Disclosure Statement or Green Pier Roth IRA Custodial Agreement and Disclosure Statement, governing this Account and agree to be bound by such agreement as are currently in effect and as may be amended from time to time.
- If I have elected to convert an IRA, other than a Green Pier Traditional IRA, to a Green Pier Roth IRA, then all parts of this Agreement, including the Application and the information herein, will apply to both my Green Pier Traditional IRA established to facilitate the conversion and to my Green Pier Roth IRA. I understand that I can only convert assets in my SIMPLE IRA to a Roth IRA after the expiration of the 2-year period. I also understand that a conversion of tax deferred account will create a taxable event for me.
- If I am opening an Account with a distribution from an employer sponsored retirement plan (whether pre-tax or a designated Roth Account), I certify that such a distribution is a qualified total or partial distribution, which qualifies for rollover treatment, and I irrevocably elect to treat this contribution as a rollover contribution to either my Traditional IRA, Roth IRA (or both) as applicable and that the rollover contribution meets applicable Internal Revenue Code requirements. Additionally, I agree that, to the extent that inherited employer-sponsored plan assets are being directly rolled to an Inherited IRA, I understand that it is my responsibility to ensure that only eligible assets are rolled and that all required minimum distribution requirements are satisfied prior to the rollover.
- I understand that Green Pier and FMTC reserve the right not to accept assets in my Account until such time as Green Pier has received my completed Account application, determined the same to be in good order, and accepts my Account on behalf of FMTC, as indicated by notice to me. I agree to indemnify and hold Green Pier and FMTC (and their affiliates, successors, and employees) harmless from any loss or liability that they or I may incur as a result of assets in my Account not being accepted until such time as Green Pier has received my completed Account application, determined the same to be in good order, and accepts my Account on behalf of FMTC.
- to accept full responsibility for the content and accuracy of all authorized instructions placed on my Account, and for all results and consequences of these instructions; this includes all investment decisions and trading orders and all instructions placed by me or any other person I authorize;
- to pay (in a timely manner) all fees, taxes, charges, and expenses incurred in my account in accordance with the provisions of this Agreement and the fee schedule in effect at the time; for services Green Pier performs at my request that are not covered in the current fee schedule, I agree to pay the applicable fee;
- to maintain enough assets in my account to satisfy all obligations as they become due, and to authorize Green Pier to take whatever steps Green Pier may consider necessary to resolve unpaid debts or other obligations;
- to use my account and its features in accordance with this agreement and the Terms of Use;
- to let Green Pier monitor and/or record any phone conversations with me;
- to conduct business with Green Pier electronically, which necessarily includes having my personal financial information transmitted electronically, and to electronic delivery of all documents;
- to have my personal financial information transmitted electronically, and to receive my initial notice of Green Pier's privacy policy electronically;
- to consent to communicate with Green Pier electronically; to receive all account opening

documents, ongoing account and confirmation statements, and all other regulatory documents (including tax documents) electronically, including via a mobile app; and to access and review my account online frequently;

- to let Green Pier verify the information I provide;
- to let Green Pier share with third parties any information I provide, but only as required by law or as permitted by Green Pier's privacy policy;
- to resolve disputes concerning my relationship with Green Pier (other than class actions) through arbitration rather than in a court of law;
- to understand that whenever I invest, I am responsible for reviewing the prospectus and/or disclosure documents for the security purchased;
- that unless I provide written notice to the contrary, Green Pier may supply my name and other information (including my Social Security/tax identification number) to issuers of securities held in my account so that I can receive important information and participate in corporate actions regarding such securities;
- to comply with all applicable laws and regulations concerning trading in restricted securities and securities of issuers with whom I am affiliated;
- to be bound by the current and future terms of this agreement, from the time that I sign my account application or first use my account, whichever happens first;
- that Green Pier can change the core investment vehicle as discussed below (which is the investable cash available in my account) available for my account at anytime;
- that Green Pier may reject any transaction for any reason;
- to keep secure my account number, username, and password, and any devices, such as mobile phones, I use in connection with my account; and
- to be solely responsible for any losses incurred by Green Pier arising from my usage of market data and other information provided by third parties.

### **3. Account Features**

#### Securities Trading

When I place a trade, I may have a choice of order types, including market orders and limit orders. Green Pier may refuse to accept or execute any order or instruction related to my Account, for any reason and at any time, in its sole discretion.

#### Core Account

My Account includes a core account that holds assets awaiting investment or withdrawal. Any amounts credited to my core account will be held in the default core investment vehicle (the "Core Position"). I consent to having my Account funds held in the default Core Position. Green Pier reserves the right to change the Core Position at any time. I authorize Green Pier to change my core transaction account option with notice to me. I agree to indemnify and hold Green Pier harmless for any actions that might result from Green Pier changing my Core Position. As applicable, I direct Green Pier to withdraw my assets from the then current Core Position and any or all of my assets awaiting investment or withdrawal may be placed into the alternative Core Position at any time. I agree to hold Green Pier harmless for any actions taken in connection with or resulting from changing my Core Position, including but not limited to, any changes in the rate of return offered by the alternative Core Position.

### Routing of orders

Green Pier sends customer orders to various exchanges or market centers for execution. In deciding where to send an order, Green Pier looks at a number of factors, such as size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to the publicly quoted market. I acknowledge that Green Pier may send an order to any marketplace. Green Pier reserves the right to wait for the primary exchange to open before commencing trading in a particular security. Consistent with applicable law, Green Pier may share aggregated, non-personal data with clients, affiliates, and third parties.

Note that Green Pier may receive monetary payments or other consideration (such as financial credits or reciprocal business) for directing equity trades to particular broker-dealers or market centers for execution.

### Statements and confirmations

Green Pier will notify me electronically when a statement is available:

- For every calendar quarter, at a minimum, if I had a security position, money balance, or account activity during the period since the last such statement was sent
- For any month when I have trading or core account activity.

The statements will show all activity in my Account for the stated period, including securities transactions, cash balances, credits and debits to the core account, and all fees paid directly from my Account. Green Pier will also provide confirmations for every securities transaction. An exception may be the regular account statement serving in place of a confirmation for automatic investments, automatic withdrawals, and transactions that involve my core account.

### Account Protection

The securities in accounts carried by Green Pier are protected in accordance with the Securities Investor Protection Act of 1970, as administered by the Securities Investor Protection Corporation ("SIPC") for up to \$500,000 (including up to \$250,000 for uninvested cash that is deposited into an account for the purpose of purchasing securities). Neither coverage protects against a decline in the value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request an SIPC brochure, visit [sipc.org](http://sipc.org) or call 202-371-8300.

## **4. Policies on Transactions**

### Credits to My Account

During normal business hours, activity such as deposits and the receipt of settlement proceeds are promptly credited to the Core Position in my Account. Credits to my Account may also occur after market hours or on days the market is not open.

Each Automated Clearing House ("ACH") deposit is promptly credited to my Account; however, the money may not be available to use until the ACH deposit has cleared, which could take up to six business days, depending on my financial institution's policies. Green Pier may decline to honor any debit that is applied against the money before the ACH deposit has cleared. If an ACH deposit does not clear, the credit amount will be removed from my Account, and I am responsible for returning any interest I received on it.

In addition, if Green Pier has reason to believe that assets were incorrectly credited to my Account, Green Pier may restrict such assets and/or return such assets to the account from which they were

transferred.

### Debits to My Account

All debit items are paid daily to the extent that sufficient funds are available. As the account owner, I am responsible for satisfying all debits on my Account, including any debit balance outstanding after all assets have been removed from an account and any costs that Green Pier incur in collecting the debit. I agree to reimburse Green Pier for all reasonable costs and expenses incurred in the collection of any debit balance or unpaid deficiency in any of my accounts, including, but not limited to, attorneys' fees.

Green Pier may turn to any securities or funds in my Account to satisfy debits. To help ensure the proper discharge of debits, it is Green Pier's policy to do the following when settling debits against my Account. If there are debits in my Account generated by activity occurring before the market close (before 4:00 p.m. Eastern Time each business day), these debits will be settled using my core account.

In the event that my Account does not contain sufficient cash, Green Pier may liquidate securities to satisfy a court order, levy, or any other legal process payment.

### Service Providers

Certain other services available through this Account are the property of third parties from which Green Pier has obtained rights. Market data provided by national securities exchanges or associations remain the property of those entities.

### Prohibited Uses and Actions

I understand that I am strictly prohibited from using my Account in conjunction with any business as a broker-dealer, trader, agent, or advisor in any type of security, commodity, future, or contract, or in any business or organization connected with individuals performing these functions. I also understand that I am prohibited from publicizing or sharing with anyone any information I obtain through my Account (such as securities quotes). In addition, I am aware that Green Pier may terminate my Account, freeze my Account or suspend certain privileges, features, or services at any time without notice, including for attempting to sell securities in my Account before I have fully paid for them.

### Complying with Applicable Laws and Regulations

All transactions through Green Pier are subject to the constitution, rules, regulations, customs and usages of the exchange, market or clearinghouse where executed, to any applicable policies and/or procedures of Green Pier, as well as to any applicable federal or state laws, rules, and regulations.

I also understand that all transactions and instructions related to my Account are subject to Green Pier's policies and procedures, which may result in Green Pier's refusal to accept or execute any order, instruction or transfer related to my Account for any reason at any time in its sole discretion. Green Pier reserves the right to restrict my Account from withdrawals and/or trades for any reason, including but not limited to if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity. Green Pier also reserves the right to restrict my Account from withdrawals and/or trades if Green Pier is put on reasonable notice that the ownership of some or all of the assets in the account is in dispute.

If I am funding this account from another Green Pier account, I am aware that if I select an in-kind transfer, certain shares may not be transferable. Non transferable assets will be liquidated. I am responsible for confirming the eligibility of shares to be transferred prior to giving funding instruction and understanding any tax or other impact of shares that are liquidated.

I am aware that various federal and state laws or regulations may be applicable to transactions in my account regarding the resale, transfer, delivery, or negotiation of securities, including the Securities

Act of 1933 ("Securities Act"), the Securities Exchange Act of 1934, and Rules 144, 144A, 145, and 701 thereunder. I agree that it is my responsibility to notify Green Pier of the status of such securities and to ensure that any transaction I effect with Green Pier will be in conformity with such laws and regulations. I agree to notify Green Pier electronically in writing if any of the following occur (with all terms in quotes defined as being within the meaning of the Securities Act of 1933):

- I am, or later become, an employee or other "associated person" of a stock exchange, a member firm of an exchange or the Financial Industry Regulatory Authority, Inc. ("FINRA"), a municipal securities dealer, Green Pier, or any "affiliate" of Green Pier;
- I am, or later become, an "affiliate" or "control person" (a control person or affiliate of a public company under SEC Rule 144, or an immediate family or household member of such a person) with respect to any security held in my Account;
- I am a senior foreign political figure, or a family member or close relative of a senior foreign political figure;
- I am the spouse of an associated person;
- I am the child of an associated person and I reside in the same household as such associated person or I am financially dependent on the associated person;
- I am otherwise related to an associated person who has control over my Account;
- an associated person materially contributes financial support to me and has control over my Account; and
- any transactions in my Account regarding securities whose resale, transfer, delivery, or negotiation must be reported under state or federal laws.

I also agree:

- If I am, or later become, an "associated person" of a member firm of an exchange or FINRA, that I have obtained consent of the "employer member" to open an account at Green Pier, and I authorize Green Pier upon request by an employer member to transmit copies of confirmations and statements, or the transactional data contained therein, with respect to all my Accounts;
- To ensure that my Account transactions comply with all applicable laws and regulations, understanding that any transaction subject to special conditions may be delayed until those conditions are met; and
- To comply with any insider trading policies that may apply to me as an employee or "affiliate" of the issuer of a security.

Green Pier will assume that any securities or transactions in my Account are not subject to the laws and regulations regarding "restricted" and "control" securities unless I (or my Authorized Agent) specifically tell Green Pier otherwise. If I or another individual associated with my Account moves outside the United States, Green Pier may at any time in its sole discretion terminate that relationship or modify my rights to access any or all account features, products, or services. By opening or maintaining my Account, I acknowledge that Green Pier does not solicit offers to buy or sell securities or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase, or sale would be unlawful under the laws of such jurisdiction.

I understand that if I engage in transactions that are subject to any special conditions under applicable law, there may be a delay in the processing of the transaction pending fulfillment of such conditions. I acknowledge that if I am an employee or "affiliate" of the issuer of a security, any transaction in such security may be governed by the issuer's insider trading policy, and I agree to comply with such policy.

### Resolving unpaid debts or other obligations

If my available balance is not enough to satisfy a given debit, Green Pier reserves the right to take action as it sees fit, including declining to honor the debit, which may result in fees or other consequences for me.

I understand and agree that at any time Green Pier may reduce my available balance based on obligations that have been incurred but not yet debited.

I understand that Green Pier has additional choices for resolving unsatisfied obligations. Like many other securities brokers, Green Pier reserves the right to sell, transfer, or otherwise use any assets or other property in which I have an interest—either currently or at any other time—to discharge any obligations I may have to Green Pier and to do so without further notice or demand.

Green Pier may also use property to satisfy any obligation. Although Green Pier may use other methods when Green Pier determines they may be more appropriate, Green Pier reserves the right to use the provisions described in this section at any time.

No provision of this Agreement concerning liens or security interests shall apply to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code or any related rules, regulations, or guidance.

### Transaction Settlement Deadlines

Unless notified to the contrary, I must pay for all purchase transactions by the settlement date. Green Pier reserves the right to cancel or liquidate, at my risk, any transaction not settled timely.

Stocks and Exchange Traded Funds (“ETFs”) settle generally in T+1 (i.e., 1 business day after the initial trade date). Orders placed outside market hours will pend until they are executed the next business day when markets are open, with settlement following the above guidelines.

Orders placed when the markets are closed are subject to market conditions existing when the markets next open. Any equity necessary for trade approval will be based upon the most recent closing price of the security that I intend to buy or sell. Because of fluctuating market conditions, the ultimate execution price may differ from the most recent closing price. Green Pier reserves the right to refuse to accept any opening transactions for any reasons, at its sole discretion.

Green Pier may offset regulatory transaction or activity fees that are assessed by certain self-regulatory organizations or regulatory authorities against Green Pier (“Regulatory Fees”). I acknowledge that Green Pier has the right to determine such offset of Regulatory Fees in its sole and exclusive discretion and that such offset of Regulatory Fees may differ from or exceed the regulatory transaction or activity fees in connection with my transactions. Such differences may be caused by various factors including, among other things, the rounding methodology used by Green Pier, the use of allocation accounts, transactions or settlement movements for which a regulatory transaction or activity fee may not be assessed, differences between the dates of fee rate changes and various other reasons. I acknowledge that Green Pier has made no representation that Regulatory Fees assessed to my Account will equal the regulatory transaction fees assessed against Green Pier in respect of or resulting from my transactions.

### Electronic Fund Transfer (“EFT”) Transactions

EFTs are transfers of money between my bank and Green Pier via ACH, that can be initiated online. EFT requires separate instructions from me to Green Pier. The two accounts involved in an EFT transaction must have at least one owner's name in common (and that name must match exactly). They are normally completed within three business days of my request. Money deposited via EFT is typically not available for withdrawal from my Account for 4 to 6 business days.

In order to use the payment functionality associated with my Account, I must open a "Dwolla Account" provided by Dwolla, Inc. ("Dwolla") and I must accept the [Dwolla Terms of Service](https://www.dwolla.com/legal/tos) (<https://www.dwolla.com/legal/tos>) and [Privacy Policy](#) ([Privacy Policy | Dwolla](#)). Any funds held in or transferred through my Dwolla Account are held or transferred by Dwolla's [financial institution - partners](#) [Our Financial Partners | Dwolla](#). I must be at least 18 years old to create a Dwolla Account. I authorize Green Pier to collect and share with Dwolla my personal information including full name, date of birth, social security number, physical address, email address and financial information, and I am responsible for the accuracy and completeness of that data. I understand that I will access and manage my Dwolla Account through Green Pier's website, and Dwolla Account notifications will be sent by Green Pier, not Dwolla. Green Pier will provide customer support for my Dwolla Account activity.

#### Use of Funds Held Overnight

As compensation for services provided with respect to accounts, Green Pier receives use of: amounts from the sale of securities prior to settlement and amounts that are deposited in the accounts before investment. Any above amounts will first be netted against outstanding account obligations. The use of such amounts may generate earnings (or "float") for Green Pier or instead may be used by Green Pier to offset its other operational obligations. Information concerning the time frames during which Green Pier may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

(1) Receipts. Amounts that settle from the sale of securities or that are deposited into my account by ACH (Automated Clearing House) will generally be invested in the core account by close of business on the business day Green Pier is in receipt of such funds. In certain circumstances, Green Pier gets the use of such amounts from the time it receives funds until the core account purchase settles. Note that amounts disbursed from an account or purchases made in an account may result in a corresponding "cost" to Green Pier. These "costs" may reduce or eliminate any benefit that Green Pier derived from the receipts described previously.

(2) Float Earnings. To the extent that such amounts generate float earnings, such earnings will generally be realized by Green Pier at rates approximating the Target Federal Funds Rate-100 basis points.

#### **5. Fees**

I hereby acknowledge that there are fees associated with my Account. It is my responsibility to ensure sufficient funds are available to pay any fees applicable to my Account (including, fees payable to my Authorized Agent, where applicable). Green Pier may sell any or all of the assets in my Account to satisfy any unpaid fees and shall not incur any liability due to the sale of assets under such circumstances. Additionally, Green Pier may at any time, in its sole discretion and without notice, terminate or impose restrictions on my Account if I have insufficient funds to satisfy any fees due in relation to my Account.

#### Annual Maintenance and Liquidation/Termination Fees

I understand that there is a \$18 annual maintenance fee for my Account that will be collected directly from my Account once a year and a \$125 liquidation/termination fee that will be collected directly from my Account when I liquidate or terminate my Account.

Green Pier may change the fees applicable to my Account from time to time in accordance with the terms of this Agreement. I will contact my Authorized agent(s)/ Advisor(s) for further fee information.

#### Broker-Dealer Fees

Green Pier charges fees in addition to the annual maintenance and the liquidation and termination fee referenced above, including those referenced in Green Pier's fee schedule. Except as provided herein, such fees will be debited from my Account. The determination of whether any fees paid to Green Pier are reasonable and appropriate shall be my sole responsibility and neither FMTC nor Green Pier shall incur any liability for the payment of fees from assets of my Account or Linked Account (as defined below) and I authorize Green Pier to accept my instructions as to the amount, timing, and mechanism of the payment of fees. I will contact Authorized agent(s)/ Advisor(s) for further fee information.

#### Advisor Fees

I authorize Green Pier to deduct from my account, or my Linked Account (as defined in the Customer Agreement), fees for financial advisory services rendered to me by Advisor in connection with my account ("Advisor Fees"). I represent that I have reviewed the Advisor Fees with my Advisor. I understand that the determination of whether any Advisor Fees paid to my Advisor is reasonable for the services provided to me by my Advisor is my sole responsibility, and that Green Pier are not parties to any oral or written agreements I may have entered into with my Advisor. I acknowledge and agree that neither Green Pier will incur any liability for the payment of Advisor Fees to my Advisor, and I authorize Green Pier to accept instructions from my Advisor as to the amount and timing of the payment of Advisor Fees.

I authorize Green Pier to debit my account or debit my Linked Account, via a recurring EFT, to pay any Advisor Fees applicable to my account. I agree to maintain sufficient funds in such account to satisfy any Advisor Fee due. I understand this authorization will remain in effect until it is terminated by me or Green Pier (or its agents, affiliates, or successors) in writing. I acknowledge and agree such termination shall not affect any obligation or liability arising prior to termination. I acknowledge and agree that Green Pier will not incur any liability for the payment of Advisor Fees to my Advisor, and I authorize Green Pier to accept instructions from my Advisor as to the amount and timing of the payment of Advisor Fees. I understand that it is solely my responsibility to verify the Advisor Fees and that Green Pier will not determine whether the fee is accurate or appropriate. I agree to indemnify and hold Green Pier and its directors, employees, control persons and affiliates harmless from all liabilities and costs, including attorneys' fees, that Green Pier may incur by acting in accordance with the authority I grant to Green Pier to deduct Advisor Fees from my account.

### **6. Electronic Delivery**

As further detailed in the Electronic Delivery Agreement, which is fully incorporated herein, as a condition of opening and maintaining my Account, I agree to conduct business with Green Pier electronically, and I consent to electronic delivery of all documents, information, and communications related to this Account and all my other Green Pier accounts, including regulatorily required communications.

I understand and agree that a valid email address, valid U.S. mobile phone number, and the ability to access my Account online is required to open and maintain my Account. If my email address and/or U.S. mobile phone number is invalid or becomes invalid, I understand that my Account may be suspended until a valid email address and/or U.S. mobile number, as applicable, is provided.

### **7. Fractional Share Trading**

Green Pier's fractional share trading functionality allows me to buy and sell fractional share quantities in dollar amounts of certain securities ("Fractional Trading"). Fractional Trading presents unique risks and has certain limitations that I should understand before placing my first trade.

### Fractional trading

Orders to buy or sell may be entered using a dollar value (e.g., \$250.00) or share quantities. Share quantities can be specified to three decimal places (.001). Dollar value orders will be converted into share quantities for execution, again, to three decimal places. In all cases, when converting dollar value orders into share quantities, the share quantities will be rounded down.

For a variety of reasons, including but not limited to this conversion convention and market movement, the actual amount of an executed dollar value trade may be different from the requested amount. The actual amount of an executed order to buy or sell a dollar value of a security may also be lower than the amount requested due to the deduction of certain fees (e.g. the additional assessment) or taxes.

Orders received in good form by Green Pier will be accepted and transmitted for execution subject to the terms and conditions herein. I cannot modify an order once it has been submitted. I may attempt to cancel an order by contacting Green Pier and/or my Authorized agent(s)/ Advisor(s) but understand that Green Pier cannot guarantee that my request can be fulfilled.

Fractional Trading supports market orders and limit orders only for fractional share quantities of a security that are good for that day's trading session, or in the case of orders entered outside market hours, that are good until the close of the next trading session. Because of this, my ability to buy or sell a security using Fractional Trading may be more restricted than if I were to buy or sell traditional whole share quantities of the same security.

In the event of a trading halt of a security, Fractional Trading of that security will be halted for new orders. Some of the existing orders may be cancelled due to an inability to execute trades during a Trading Halt, whereas other existing orders will be held until trading resumes. However, my order is good only for that day's trading session, or in the case of an order entered outside of market hours, good until the close of the next trading session. If trading does not resume or my order is not executed by the close of that day's Fractional Trading window, it will be cancelled. I can generally trade exchange-listed National Market System ("NMS") stocks using the Fractional Trading functionality. However, certain NMS stocks may not be made available for Fractional Trading, and Green Pier reserves the right to modify the list of eligible NMS stocks at any time without notice to me. Any modification to the list of eligible NMS stocks available for Fractional Trading will not affect any fractional share interests previously acquired by me.

### Trade execution

Green Pier will act as my agent and will act in either a principal, riskless principal, or mixed principal, or a mixed capacity (i.e., both as agent and principal) when executing my order. The whole share component of any order will be executed by Green Pier as agent at the price Green Pier receives in the market. The fractional share component of any order will be executed by Green Pier as principal against its principal account or riskless principal.

All orders with a fractional share component will be marked "Not Held," which gives Green Pier the time and price discretion to execute the order without being held to the security's current quote.

In connection therewith, each time I submit an order to buy or sell a fractional share dollar of a particular security, I authorize Green Pier to "work the order." If I do not wish my order to be handled on a Not Held basis, I should not engage in Fractional Trading.

In the case of a sale of the fractional component of any order, that sale will be executed at the better of current National Best Bid and Offer ("NBBO") or last execution price of the Agency Trade (if applicable). This price may be higher or lower than the price at the time I place my order. In the case of a purchase of the fractional component of any order, if Green Pier has sufficient principal inventory, that purchase will also be executed at the better of current NBBO or last execution price of the Agency

Trade (if applicable). However, if Green Pier does not have sufficient principal inventory, that purchase will be executed at the better of current NBBO or last execution price of the Agency Trade (if applicable) or Principal Trade Execution Price.

For orders placed before market open, Green Pier may wait for the primary exchange to open before commencing trading in a particular security. When trading as principal for its own account, Green Pier may make a profit or incur a loss on each trade.

Additionally, Green Pier may be required to correct or adjust trades that (for a variety of reasons) have been executed in amounts that either exceed or fall short of the amounts requested. These trade corrections and adjustments could arise in connection with either or both of the agency and principal components of the executed orders. Regardless, these trade corrections and adjustments will be executed by Green Pier in a principal capacity, and when trading as principal for its own account, Green Pier may make a profit or incur a loss.

#### Shareholder rights

Fractional share interests in an NMS security generally have different rights from full share interests of the same NMS security. I will read the following information carefully to understand my rights regarding my fractional share interests.

Fractional share positions cannot be transferred or certificated. The Automated Customer Account Transfer System does not support fractional share positions. If I want to transfer my Account or specific share positions to another broker, I must sell my fractional positions and transfer the cash proceeds.

I hereby direct Green Pier, and Green Pier hereby agrees, not to vote or take any discretionary or voluntary action with respect to any fractional share position. Furthermore, I acknowledge that I cannot vote or take any discretionary or voluntary action with respect to any fractional share position. Accordingly, while Green Pier may notify me of issuer meetings, Green Pier will not solicit proxies in connection with fractional share positions, and I cannot vote proxies for fractional share positions.

Fractional shareholders will be able to provide instruction in connection with voluntary corporate actions (e.g., tenders), including optional dividends. At times corporate action event restrictions may prohibit fractional shareholders from providing elections; and Green Pier will not vote proxies for any fractional shares it holds as principal.

In the case of a dividend paid on, or a redemption of, an NMS security, the dividend or redemption proceeds will be passed along to me in proportion to my ownership interest, inclusive of fractional share interests. Green Pier will support only payments that are equal to or greater than \$.01 per share. Amounts smaller than that, or nondivisible amounts (based on the .001 rounding convention described above), will be handled in accordance with the process described in the section titled "Undistributable Interests" below.

For mandatory reorganizations, such as mergers and acquisitions, or other involuntary corporate actions, such as stock splits or stock dividends, typically Green Pier will distribute interests in proportion to my ownership interest, inclusive of fractional share interests. Green Pier will distribute interests in fractional amounts to three decimal places. Amounts smaller than that, or nondivisible amounts, will be handled in accordance with the process described in the section titled "Undistributable Interests." The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as Green Pier's applicable policies and procedures, which may result in a different outcome from what is described herein. In addition, for reverse stock splits, Green Pier will not accept opening orders to buy impacted stocks on the trading day immediately prior to the effective date of the scheduled split.

Because of the unpredictable nature of corporate actions, there may be situations that arise that are not described previously.

Generally, these situations will be handled in accordance with the concepts applicable to dividends and reorganizations. Interests will be divided and distributed where possible in proportion to my ownership interest, and anything that cannot be divided will be handled in accordance with the process described in the section titled "Undistributable Interests." The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as Green Pier's applicable policies and procedures, which may result in a different outcome from what is described above.

#### Undistributable interests

Green Pier will support only payments that are equal to or greater than \$.01 per share. Amounts smaller than that, or nondivisible amounts (based on the .001 rounding convention described above), will not be distributed. Instead, it is generally, but not always, the case that when the aggregate value to be distributed is less than or equal to \$1.00, it will be retained by Green Pier, and when it exceeds \$1.00, it will be escheated.

#### Additional considerations

Fractional share positions may be illiquid. Green Pier does not guarantee that there will be a market for fractional share positions and makes no representations or warranties about its ability or willingness to continue to trade as principal in fractional share quantities. If my Account is closed, my fractional shares may be liquidated, and the proceeds distributed to me as cash.

The fractional share component of certain orders may not be eligible for "Price Improvement." Also, Price Improvement will operate differently, and in some situations less advantageously, in connection with Fractional Trading, from the way it would if I were trading in whole share quantities. Additionally, because in certain situations Price Improvement on the fractional share component of an order will affect the execution price rather than the share quantity of an order, the effect of the improvement on a dollar-value order in those situations will be to increase or decrease the value of the order outside of what was requested.

If I hold fractional share positions in my account, it has been Green Pier's practice to automatically sell these holdings when I place an order to sell or transfer my entire whole share position. Green Pier will enter a market order to sell the residual fractional shares on the business day following the sell or transfer of the whole shares. The execution price I receive may be higher or lower than the price received for the whole shares. Liquidation details will be available on customer statements. Once the fractional share positions are automatically sold or after the first time I place an order to buy or sell a security using the Fractional Trading functionality, Green Pier will turn off the auto-sell feature in my account so that going forward, I will need to handle those positions like any other fractional share position acquired using Fractional Trading (i.e., I will need to affirmatively sell those fractional share positions if I wish to sell my entire position in that security).

### **8. Dividend Reinvestment Program**

If I participate in the dividend reinvestment program, all dividends paid on eligible securities are automatically reinvested in additional shares of the same security. ("Dividends" here means cash dividends, capital gain distributions, and special dividend payments, but not cash-in-lieu payments or late ex-dividend payments.) I may elect to reinvest dividends for either all eligible securities in my Account (whether held currently or in the future) or no securities. I may not designate only specific securities in my Account for reinvestment. When I elect to participate in the dividend reinvestment program, I authorize Green Pier to purchase shares of that security for my Account. If I do not elect to participate in the program any Dividends will be deposited into the Core Position.

Although for dividend reinvestments my regular account statement takes the place of a confirmation, I can obtain immediate information the day after the reinvestment date by contacting my Authorized

agent(s)/ Advisor(s).

To be eligible for this feature, a security must be:

- a closed-end fund, exchange traded fund, domestic common stock, ADR, GDR, PLC, or MLP; and
- held in street name by Green Pier (or at a securities depository on its behalf).

Dividends are reinvested on shares that satisfy all of the following:

- The security is eligible;
- My IRA owns the shares on the dividend record date;
- My IRA's position in the security has been settled on or before the record date;
- The shares are designated for reinvestment as of 5:00 p.m. Eastern Time on the record date (or, if the record date is not a business day, then the last business day before the record date);
- Amount of dividend is sufficient for reinvestment.

If my Account is set up for reinvestment of dividends, any ineligible securities I own will automatically be designated if and when they become eligible.

The reinvestment of dividends may be delayed in certain circumstances. Green Pier reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice. Additionally, Green Pier reserves the right to terminate or amend the reinvestment program at any time, including instituting commissions or transaction fees. I will be notified in advance of any material changes to the Dividend Reinvestment Program.

Under certain conditions, a dividend may be put on hold by the issuing company. If a dividend is on hold on the payable date, reinvestment will not be performed. If a dividend is released from hold status after dividend payable date, dividend reinvestment will be performed on the day the dividend is actually paid.

I will be entitled to receive proxy voting materials and voting rights for an enrolled security based on my proportionate shares. For mandatory reorganizations, I will typically receive fractional shares and, in some instances, I may receive cash in lieu of partial shares. For voluntary reorganizations, typically the instructions I give Green Pier will be applied to both partial and whole shares, but in some instances partial shares will be liquidated at market price.

If I transfer or reregister my Account with Green Pier (for example, by changing from individual to joint registration), I must re-enroll my securities for reinvestment.

Dividend reinvestment does not assure a profit on my investments and does not protect against loss in declining markets.

Automatic reinvestment of my eligible cash distributions may give me interests in partial shares of securities, which Green Pier will calculate to three decimal places. I will be entitled to receive dividend payments proportionate to my partial share holdings.

Due to rounding, the notional amount invested in additional shares may result in slightly more or slightly less than the dividend amount received prior to reinvestment. In lieu of separate immediate trade confirmation statements, all transactions made through the Service will be confirmed on my regular periodic brokerage account statement.

Depository Trust Company's (DTC) Dividend Reinvestment Program

For certain securities, dividend reinvestment may occur through DTC's Dividend Reinvestment Program. This plan may be utilized if an issuer offers reinvestment at a discount. Eligibility for a security to be enrolled in the DTC Dividend Reinvestment Program or the Green Pier dividend reinvestment program is determined by Green Pier and may change without notice. A dividend reinvestment transaction will post to my account when the shares are made available to Green Pier by DTC. Such transactions are generally posted within 15 days after pay date.

Note that dividend reinvestment does not ensure a profit on my investments and does not protect against loss in declining markets. If I sell my dividend-generating shares before the posting date, the dividend will not be reinvested.

## **9. Optional Dividends**

At times certain issuers that pay dividends may offer shareholders an opportunity to elect to receive stock or cash, or a combination of both. This is known as an "Optional Dividend." The issuer will assign a default if no instruction is received. For example, the default option could be cash, stock, or a combination of both. I have the opportunity up until the applicable deadline to make an election to receive the payment of my choice. I have been advised, if I do not make an election prior to the deadline, my Account will be assigned a default election based on the dividend reinvestment program instructions I established with respect to my Account. This default election will be utilized in lieu of the issuer's default option being applied to my Account.

## **10. Monitoring My Account**

As an account owner, I am responsible for monitoring my Account. This includes making sure that all transactions are accurate and that I am receiving confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about my Account is accurate and contains nothing suspicious. I understand that Green Pier does not monitor my Account and has no duty to advise me of any issue regarding my Account. Neither FMTC nor Green Pier have any ongoing responsibility to monitor an investment strategy, account type or securities bought, sold, or held in my Account.

So long as Green Pier sends communications to me at the physical or electronic address of record, given during the account setup process and subsequent updates, via notifications in a mobile app or via text message to the mobile number of record, or to any other address given by me or any other authorized person, the communications are legally presumed to have been delivered, whether I actually received them or not. In addition, confirmations and statements are presumed to be accurate unless I specifically tell Green Pier otherwise within 5 days of when confirmations were sent to me; account statements, within 10 days.

If I have not received a communication I expected, or if I have a question or believe I have found an error in any communication from Green Pier, I will contact Green Pier and my Authorized agent(s)/ Advisor(s) immediately, then follow up with written notice.

I additionally agree to notify Green Pier immediately if:

- I placed an order electronically but did not receive a reference number for it (an electronic order is not considered received until Green Pier has issued an acknowledgment)
- I placed an order and have not received an accurate confirmation of the order or of its execution within five (5) business days
- I received confirmation of an order I did not place, or any similar conflicting report
- There is a discrepancy in the account balance, security positions or order status reported to me by Green Pier

- there is any other type of discrepancy or suspicious or unexplained occurrence relating to my account
- my password or access device is lost or stolen, or I believe someone has been using it without authorization

If I fail to notify Green Pier when any of the above conditions occur, neither Green Pier nor any of its employees, agents, affiliates, control persons, or its parent, nor any third parties, can or will have any responsibility or liability to me or to any other person whose claim may arise through me for any claims with respect to the handling, mishandling, or loss of any order or information. Notwithstanding my notification to Green Pier, Green Pier shall not be liable for any losses except as expressly set forth in this Agreement. I understand that Green Pier shall not be deemed to have received any order electronically transmitted by me until Green Pier has acknowledged to me that the order has been received by Green Pier. I accept full responsibility for the monitoring of my account.

If, through any error, I have received property that is not rightfully mine, I agree to notify Green Pier and to immediately return the property and any earnings it may have yielded.

If Green Pier identifies an error in connection with property I have received from or through Green Pier or an affiliate and determines it is not rightfully mine, I agree that Green Pier may take action to correct the error, which may include returning such property to the rightful owner.

#### **11. Purchase of Precious Metals**

I understand and acknowledge that precious metals and other collectibles within the meaning of Internal Revenue Code Section 408(m) may not be purchased in retirement accounts except as otherwise permitted by ERISA and the Internal Revenue Code. If I direct Green Pier to purchase eligible gold, silver and platinum coins for me, I understand the following: a) the SIPC does not provide protection for precious metals. However, metals stored through Green Pier are insured by the depository at market value; b) precious metals investments can involve substantial risk, as prices can change rapidly and abruptly; and c) if I take delivery of my metals, I am subject to delivery charges and applicable sales and use taxes and any federal and applicable state income taxes, and shall otherwise be treated as a distribution from my Account.

#### **12. IRA for a Minor**

If this is an Inherited IRA (or another IRA registration type as agreed to by Green Pier), I understand Green Pier will maintain an account established under the Uniform Transfers to Minors Act (UTMA) for which I act as UTMA Custodian. I understand that I represent and warrant that the assets in the account belong to the minor, and all such assets, whether or not transferred out of the minor's Inherited IRA, will only be used by me for the benefit of the minor. As used herein, "I" or "my" shall refer to the UTMA Custodian. I acknowledge agreement with the following additional terms and conditions:

- I, the UTMA Custodian, have read, understand, and agree to the terms and conditions set forth in the Application, this Agreement, this Agreement, and the Green Pier Traditional IRA Custodial Agreement and Disclosure Statement, or the Green Pier Roth IRA Custodial Agreement and Disclosure statement, as applicable.
- The UTMA Custodian will exercise the powers and duties of the Depositor as described in the agreements.
- The beneficiary of the IRA will be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Transfers to Minors Act, as indicated in the applicable Green Pier IRA Custodial Agreement.
- The minor's IRA will contain the UTMA Custodian designation in the IRA registration.

Green Pier and FMTC shall have no responsibility to determine when the minor reaches the age of account termination or for determining whether any such notification is proper or valid under state or federal law.

- e. Upon reaching the age of account termination in the state under which the account was first established, the UTMA Custodian must advise the IRA Custodian in writing (accompanied by such supporting documentation as the IRA Custodian may require) that the minor is assuming sole responsibility to exercise all powers and duties associated with the administration of the IRA. Absent such written notice by the UTMA Custodian, the IRA Custodian shall have no responsibility to acknowledge the minor's exercise of such powers and duties of administration.
- f. Acceptance by the IRA Custodian of the contribution to this IRA is expressly conditioned upon the UTMA Custodian's agreement to be responsible for all requirements and to exercise the powers and duties of the Depositor with respect to the operation of the IRA.
- g. I understand that the minor will have access to information that I provide on the Application.

### **13. Conversion, Rollover, and Distributions from Employer Sponsored Plans**

I understand that if I have elected to convert an IRA, other than a Green Pier Traditional IRA, to a Green Pier Roth IRA, then all parts of this Agreement, including the Application and the information herein, will apply to my Green Pier IRA established to facilitate the conversion and to my Green Pier Roth IRA.

If I am opening a Roth IRA or Inherited Roth IRA with a rollover from an employer-sponsored retirement plan, I certify the rollover is from an eligible employer-sponsored retirement plan and the rollover contribution meets applicable Internal Revenue Code requirements.

If I am opening an Account with a distribution from an employer-sponsored retirement plan, I certify that such a distribution is a qualified total or partial distribution, which qualifies for rollover treatment, and I irrevocably elect to treat this contribution as a rollover contribution. Additionally, I agree that, to the extent that inherited employer-sponsored plan assets are being directly rolled to an Inherited IRA, I understand that it is my responsibility to ensure that only eligible assets are rolled and that all required minimum distribution requirements are satisfied prior to the rollover.

### **14. Trading Authorization**

#### Trading Authorization

I authorize my Advisor to execute trades on my account, and Green Pier is authorized and directed to accept any trading, servicing, or account-related instruction of my Advisor on my behalf. Green Pier reserves the right, but is not obligated, to confirm with me any of my Advisor's instructions prior to acting on such instructions. The Advisor may inquire in and trade in my account as specified, and Green Pier is authorized and directed to accept the instructions of my Advisor. The authorization shall be applicable to all assets I hold in my account. Except as otherwise provided the Advisor is not authorized to withdraw or direct the withdrawal of assets from my account as part of the servicing instructions.

I understand and agree that Green Pier is further authorized to act upon my Authorized agent's(s')/Advisor's(s') instructions to aggregate transaction orders for my Account with orders for one or more other accounts over which Authorized agent(s)/Advisor(s) has trading authorization or to accept or deliver assets pursuant to a separately executed authorization I have granted to my Authorized agent(s)/Advisor(s), in transactions executed by other broker-dealers where Authorized agent(s)/Advisor(s) has so aggregated orders. I agree that if any such aggregated order is executed in

more than one transaction, my portion of such order may be deemed to have been at the weighted average of the prices at which all of such transactions were executed.

#### Money Movement Authorization

I understand that I, as owner of the account, will need to personally authorize all money movement requests (e.g. electronic funds transfers) in my account. I further understand that Green Pier is not authorized to accept money movement instruction from my Advisor.

#### **15. Limits of Responsibility**

Although all entities that provide services to my Account strive to ensure the quality and reliability of those services, neither Green Pier nor FMTC can be responsible for the availability, accuracy, timeliness, completeness, or security of any service related to my Account.

I therefore agree that neither Green Pier nor FMTC are responsible for any losses (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) that I incur directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond Green Pier's or FMTC's control or any agreement between the parties. This includes, for example:

- any action that is done in accordance with the procedures described in this Agreement or securities prospectus and/or disclosure document;
- the acceptance or processing of any order placed on my Account, whether received electronically or through other means, as long as the order reasonably appears to be authentic;
- investment decisions or instructions placed in my Account, or other such actions attributable to me or any authorized person;
- occurrences related to governments or markets, such as restrictions, suspensions of trading, bank closures or bank regulatory, legal or other limitations or restrictions, or high market volatility or trading volumes;
- uncontrollable circumstances in the world at large, such as wars, earthquakes, power outages, pandemics, or unusual weather conditions;
- occurrences related to computers or communications, such as a network or systems failure, a message interception, or an instance of unauthorized access or breach of security;
- the storage or use of information about me and my Account(s) by Green Pier's systems or transmission of this information between Green Pier, and/or me;
- any debits to my Account that are not honored because my Account has insufficient funds.

If any service failure is determined to be Green Pier's and/or FMTC's responsibility, Green Pier and/or FMTC will be liable only for whatever benefit I would have realized up to the time by which I should have notified Green Pier, as specified earlier herein.

Green Pier reserves the right to restrict my Account from withdrawals and/or trades for any reason, including but not limited to if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity. Green Pier also reserves the right to restrict my Account from withdrawals and/or trades if put on reasonable notice that the ownership of some or all of the assets in the Account is in dispute.

#### **16. Indemnification**

I agree to indemnify FMTC and Green Pier from, and hold FMTC and Green Pier harmless for, any losses (as defined in "Limits of Responsibility") resulting from my actions or failures to act, whether intentional or not, including losses resulting from actions taken by third parties.

Additionally, I agree to indemnify and hold harmless Green Pier, FMTC, their officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives from any claims or losses that may occur in the event that I fail to meet any IRS requirements concerning Green Pier IRA(s).

Beyond taking reasonable steps to verify the authenticity of instructions, neither FMTC nor Green Pier have any obligation to inquire into the purpose, wisdom, or propriety of any instruction either FMTC or Green Pier receive.

## **17. Miscellaneous**

### Governing laws and policies

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute; shall cover individually and collectively all retirement accounts which I may open or reopen; shall inure to the benefit of the successors of FMTC, Green Pier, and their assigns, whether by merger, consolidation or otherwise; and Green Pier may transfer my Account to the successors and assigns. This Agreement shall be binding upon my heirs, executors, administrators, successors, and assigns. All transactions through Green Pier are subject to the rules, guidelines, and customs of the marketplace where they are executed, and those of any clearing facility Green Pier may use, as well as applicable state and federal laws and any Green Pier trading policies and limitations that are in effect at the time.

### Modifications and Enforcement

Green Pier may amend this Agreement at any time. This may include changing, dropping, or adding fees and policies, changing features and services or the entities that provide them, and limiting the usage or availability of any feature or service, within the limits of applicable laws and regulations. Although it is Green Pier's policy to send notice to account owners and/or their Authorized Agent(s) of any material changes, Green Pier is not obligated to do so in most cases. Outside of changes originating in these ways, no provision of this Agreement can be amended or waived except in writing by one of Green Pier's authorized representatives.

Green Pier may transfer its interests in my Account or this Agreement to any of its successors and assigns, whether by merger, consolidation, or otherwise. I may not transfer my interests in my Account or this Agreement except with Green Pier's prior written approval, or through inheritance, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, my heirs, executors, administrators, successors, or assigns.

Green Pier may not always enforce certain provisions of this Agreement but retain the full right to do so at any time. If any provision of this Agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this Agreement will remain fully in effect.

### Referring Credit Union

If for any reason my relationship with the referring credit union is terminated, this account may be restricted, and there may be more or different fees and commissions. Examples of restrictions include the ability to place sell orders only and the loss of electronic trading.

### Termination of Retirement Account

This Agreement may be terminated in accordance with the terms and conditions set forth in the Green Pier Traditional IRA Custodial Agreement or Green Pier Roth IRA Custodial Agreement, as applicable. My final instructions on record with Green Pier will be applied to any residuals or interest accruals after termination of my Account. There is a termination and liquidation fee as more fully described in the Fees section above.

My Account balance and certain uncashed checks issued from my Account may be transferred to a state unclaimed property administrator if no activity occurs in the Account or the check remains outstanding within the time period specified by the applicable state law. Such a transfer may be treated as a distribution from the Account to me per applicable tax requirements. Green Pier may liquidate securities if I do not have sufficient cash to meet any tax withholding obligations.

Regardless of how or when my Account is closed, I will remain responsible for all unpaid obligations of my Account. This includes charges, debit items, or other transactions I initiated or authorized, whether arising before or after termination, as well as any fees incurred but not yet charged to my Account. Payment for these obligations will be deducted from my final Account balance.

### Termination of Authorizations

The authorizations I have granted in this Application and Agreement are continuing ones and shall remain in full force and effect until Green Pier is notified in writing of my death, disability or incapacity or unless revoked through written notice actually received by Green Pier. Upon written notice of my death, I understand that any authorization that I have granted herein to my Authorized agent(s)/Advisor(s) will terminate. I understand that Green Pier will require the assets in the account be transferred to my estate or beneficiaries, as applicable, and no longer will accept instructions from my Authorized agent(s)/Advisor(s) on my account. Such revocation, however, shall not affect any prior liability or obligation resulting from any transaction initiated before receipt of the revocation. Furthermore, it is understood that the authorizations and indemnity are in addition to, and in no way restrict, any rights that may exist at law or under any other agreement(s) between me and Green Pier.

The authorizations and indemnity shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts. It shall inure to the benefit of Green Pier and of any successor firm or firms (whether by merger, consolidation or otherwise) irrespective of any change(s) at any time in the personnel thereto for any cause whatsoever and to the benefit of the affiliates and the assigns of Green Pier or any successor firm. It is further understood that Green Pier reserves the right, but is not obligated, to request authorization from me prior to executing any transaction requested from my Authorized agent/Advisor, and to cease accepting instructions from my Authorized agent/Advisor at Green Pier's sole discretion and for its sole protection. I understand that Green Pier may terminate its relationship with my Authorized agent(s)/Advisor(s) at any time for any reason without notice to me. If Green Pier terminates its relationship with my Authorized agent/Advisor, or if my Authorized agent/Advisor is otherwise removed from my Account, Green Pier will not be obligated to honor any authorization I have granted to my Authorized agent(s)/Advisor(s) in this Agreement, and I will have exclusive control over, and responsibility for, my account; and unless Green Pier notifies me otherwise, my account will be closed.

## **18. Notices and Disclosures**

### Non-Transferable Securities

In the event that any securities in my Account become nontransferable, Green Pier may remove them from my Account without further notice. Upon removal from my Account, I understand that this will be treated as a reportable distribution from my IRA. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be

due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent.

Note the following:

- There are no known markets for these securities.
- Green Pier is unable to deliver certificates to me representing these positions.
- Positions removed from my Account will appear on my next available account statement following such removal as an "Expired" transaction.

By opening and maintaining an Account with Green Pier, I consent to Green Pier's actions as described above, and I waive any claims against Green Pier arising out of such actions. I also understand that Green Pier does not provide tax advice concerning my Account or any securities that may be the subject of removal from or reinstatement into my account and I agree to consult with my tax advisor concerning any tax implications that may arise as a result of any of these circumstances.

#### Low-Priced Securities

Before trading in low-priced securities, I should carefully review and consider the following risks, which can be exacerbated in periods of market volatility.

Note the following:

- Low-priced securities may not meet U.S. Exchange listing requirements in the future and an exchange may delist a company. This account does not provide access to OTC markets.
- Low-priced securities tend to be more volatile than other securities. Even small trades may trigger significant price movements in the underlying security.
- The volume of low-priced securities may change rapidly making it harder to buy or sell shares. Green Pier may have difficulty selling the stock, and this could impact the sale price.
- Since reliable, publicly available information on low-priced securities is often limited, these securities can be a target for price or volume manipulation and other fraudulent activity.
- Reorganizations of the underlying company to avoid delisting do not reduce risk and may add complexity.

Green Pier does not offer or sell penny stocks as defined in CFR 240.3a51-1.

#### Conflicts of interest and compensation

Green Pier and its affiliates receive fees for providing certain products and services. Green Pier receives remuneration, compensation, or other consideration (such as financial credits or reciprocal business) for directing orders in certain securities to particular broker-dealers or market centers for execution. Information about the source(s) and amount(s) of compensation as well as other remuneration received by Green Pier and its affiliates is more fully described in the Green Pier Form CRS.

#### Customer Identification Program Notice

To help the government fight terrorism and financial crimes, federal regulation requires Green Pier Fintech LLC ("Green Pier") to obtain, verify, and record my name, date of birth, address, and a government-issued ID number or other information that will allow Green Pier to identify me before opening my account. In certain circumstances, Green Pier may obtain and verify comparable information for any person authorized to make transactions in an account. Also, federal regulation requires Green Pier to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law

enforcement investigate and prosecute crimes. My account may be restricted or closed if Green Pier cannot obtain and verify this information. Green Pier will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if my account is restricted or closed. All information or documentation provided by me is true, accurate, and complete. I will promptly notify Green Pier if or when beneficial ownership changes.

#### Sharing of Information and Credit Report

Information I provide to Green Pier may be shared with third parties for the purpose of validating my identity and may be shared for other purposes in accordance with Green Pier's Privacy Policy. Any information I give to Green Pier may be subject to verification, and I authorize Green Pier to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used. Green Pier also may monitor or tape-record conversations with me in order to verify data about any transactions I request, and I consent to such monitoring or recording.

#### Bearer-Share Entities

Green Pier does not permit bearer-share entity accounts known to Green Pier on its platform. If it comes to Green Pier's attention that an entity account has issued or is permitted to issue bearer shares, Green Pier will restrict the Account to permit liquidations only.

#### Information Provided to Issuers

I understand that unless I provide written notice to the contrary, Green Pier may supply my name and other information (including my Social Security/ tax identification number) to issuers of securities held in my Account so I can receive important information and participate in corporate actions regarding such securities.

#### Trusted Contact Disclosure

In order to comply with FINRA Rule 4512, Green Pier asks clients for trusted contact information. A trusted contact is someone who Green Pier can get in touch with and disclose information about my account to address possible financial exploitation, confirm specifics of my current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted.

If I designate a trusted contact, I am authorizing Green Pier to communicate with the person I designate and disclose information about my account only in limited circumstances. Green Pier may only disclose reasonable categories of information with a trusted contact, including information that will assist it in administering my account. This contact person will not have access to make trades or make decisions about my account.

#### Notice to Texas Residents

In accordance with Texas Property Code, Title 6, sections 72.1021 and 73.103, I, as an account owner, may designate a representative for the purpose of receiving a due diligence notice; however, I am not required to designate a representative. If I add a designated representative, Green Pier is required to mail the written notice upon presumption of abandonment to the representative, in addition to mailing the notice to me, the account owner.

#### Notice to Wisconsin Residents

Married Wisconsin residents should be aware that no provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest, unless, prior to the time credit is granted, the creditor is furnished a copy of, or given complete information about, that agreement or decree.

#### Residing Outside the United States

If Green Pier determines that I reside outside the United States, I will be subject to certain limitations. While Green Pier generally makes this determination by looking at the address information on its books and records (including the addresses maintained by the account owner and certain individuals with control over the account), Green Pier reserves the right to consider other information when making this determination and/or subjecting me to these limitations. Depending on where I reside, I may be subject to restrictions up to and including restrictions that will prevent me from making additional deposits or purchasing additional securities positions (i.e., I will be prohibited from doing anything in my account other than selling my existing holdings and withdrawing the proceeds). Notwithstanding the above, special rules govern my relationship with Green Pier if I live in Canada. Because of this, and because every situation is unique, I should contact Green Pier and/or my Authorized agent(s)/Advisor(s) if I have questions about how I may be affected. If I notify Green Pier that I do not reside outside the U.S., these limitations may be lifted.

#### Warranty Disclaimer

Neither Green Pier nor any third party makes any representations or warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose in respect of any services provided in connection with this account, or any information programs or products obtained from, through, or in connection with these services. In no event will Green Pier or any third party be liable for direct, indirect, incidental, or consequential damages resulting from any defect in or use of these services.

#### Consumer Reporting Agencies

Green Pier may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report. Green Pier may also provide information about me and my account as well as the activity in my account to one or more consumer reporting agencies. If I believe that information Green Pier has provided about me or my account or the activity in my account is not accurate, I may notify Green Pier at: [service@greenpier.com](mailto:service@greenpier.com). In order for Green Pier to investigate any dispute that I may submit to Green Pier with respect to information that it has provided, please provide Green Pier with the following information:

- (1) name, address, and account number;
- (2) An identification of the specific information that I believe is not accurate; and
- (3) An explanation of the basis for my dispute.

#### FINRA BrokerCheck

As part of the Financial Industry Regulatory Authority (FINRA) BrokerCheck program, I have access to the FINRA BrokerCheck hotline at 800-289-9999 and the FINRA website at [finra.org](http://finra.org). I can call or email my inquiries and request a brochure that includes information detailing the BrokerCheck program.

#### **19. Assignment**

The Authorized agent(s)/Advisor(s) shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without the prior written consent of me and Green Pier. Any assignment by the Authorized agent(s)/Advisor(s) in contravention of the foregoing shall be deemed null and void. The provisions of the Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns.

#### **20. Pre-Dispute Arbitration Agreement**

This agreement contains a pre-dispute arbitration clause. Under this clause, which becomes binding on all parties when I sign my account application, my Authorized agent/Advisor, Green Pier and I agree as follows:

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

All controversies that may arise between me, my Authorized agent/Advisor, and Green Pier concerning any subject matter, issue, or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction or transaction, or the continuation, performance, interpretation, or breach of this or any other agreement between me, my Authorized agent/Advisor, and Green Pier, whether entered into or arising before, on, or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority ("FINRA") or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States Securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify Green Pier in writing of my designation within five (5) days after such failure or after I receive from Green Pier a written demand for arbitration, then I authorize Green Pier to make such designation on my behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

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

Clearing, custody, or other brokerage services provided by Green Pier Fintech LLC, Member FINRA, SIPC (1218730.1.0)