

# Non-Discretionary Investment Advisory Agreement

This agreement covers Long Street's consulting services only.

You ("Client") and Long Street Capital Management, LLC ("LSCM"), a Georgia limited liability company and an investment adviser registered under the Investment Advisers Act of 1940, agree to enter into a financial advisory relationship, subject to the terms and conditions of this Investment Advisory Agreement ("Agreement"), which will allow LSCM to provide the Services described herein. This Agreement is effective immediately upon acceptance by LSCM. In consideration of the mutual covenants herein, Client and LSCM agree as follows:

Client Services: Client engages LSCM to provide the following services (collectively, the "Services") subject to the terms and conditions of this Agreement:

Based on information provided by Client, assist Client in but not limited to:

- Identifying multiple life and financial goals.
- Determining Client's risk tolerance, investment objectives, and current financial capabilities.
- Establishing the time horizon and relative prioritization of each goal.
- Analysis of investment options.
- Analysis of asset allocation
- Guidance on personal financial topics such as: retirement planning, brokerage/advisor selection, cash flow planning, and account location.

LSCM will recommend investment and financial planning advice to help overcome impediments to attaining financial goals which may include recommending investment portfolios for external client accounts for which LSCM has been provided view access ("Account(s)").

LSCM's obligation to provide the above listed services is subject to Client providing the information about Client requested by LSCM. Client further understands that LSCM will not manage, supervise, or direct Client's investments, including the purchase and sale of securities for Client's Accounts, and will not provide any form of ongoing portfolio management services. In making investment recommendations for Client, LSCM will consider only those funds and securities held through Client's Account(s). Client agrees that LSCM may refer Client to an affiliated traditional advisor if LSCM believes the Client would benefit from a consultation with such advisor or be better served by having a more tailored investment plan, with traditional financial advice.

Client may also receive periodic email communications describing goal progress, financial information, and product features. Periodically, as determined by LSCM, LSCM will contact Client to review and consider any updates to the information previously provided by Client.

**No Discretionary Authority:** Nothing in this Agreement will give LSCM any discretionary authority, including authority to direct any Client cash or securities or to take possession of any Client assets in the Account(s). LSCM will direct no trades for Client's Account(s). To the extent Client desires to implement any recommendations made by LSCM, Client shall be solely responsible for implementing those recommendations.

**Services Outside Scope of Engagement:** LSCM will not provide Client with tax, accounting, or legal advice, nor will LSCM prepare any accounting, tax, or legal documents for the implementation of Client's Plan. LSCM encourages Client to work closely with his or her attorney, accountant, and other appropriate professionals to implement and/or review LSCM's recommendations.

**Client Communications:** Client recognizes that the value and usefulness of the Services provided by LSCM will be dependent upon information provided by Client through [longstreetcm.com](http://longstreetcm.com) (Website) and/or other methods of submission, and Client's active participation in the formulation of their investment profile. Client represents and warrants that the financial and other

information provided to LSCM is true, correct, and complete to the best of Client's knowledge. Client authorizes LSCM to rely solely on the information provided by Client, and agrees that LSCM is not required to independently verify any information obtained from Client or Client's representatives. Client agrees to promptly inform LSCM of any changes in Client's Investment Profile, including financial condition, investment objectives, or any other factors that may be important to LSCM in its provision of the Services by updating Client's Investment Profile on the Website. Client hereby authorizes LSCM to provide personal financial information, quarterly reviews and reports, newsletters, disclosure documents, and similar information, and other communications, notices and required disclosures to Client via e-mail or the Website.

**Fees:** For providing the Services described in the "Client Services" section of this Agreement, Client agrees to pay LSCM \$179 per consultation, payable in advance.

**Other Expenses:** LSCM's consultation fee covers all Services rendered by LSCM on Client's behalf as set forth herein. LSCM's consultation fee does not include transaction or custodial fees charged by Client's custodian and/or broker-dealer, or any taxes owed with respect to Account holdings and transactions. Mutual funds and exchange-traded funds ("ETFs") that LSCM may recommend pay their own separate advisory fees and other expenses, as set forth in each mutual fund's or ETF's prospectus.

#### ADDITIONAL TERMS AND CONDITIONS

**Use of Website:** Use of LSCM's Website and tools contained therein are subject to separate Terms of Service agreement which is available on the Website. Client is additionally bound by such Terms of Service agreement, which may be amended from time to time. Client represents that Client has reviewed and understands the current Terms of Service and agrees to review the Terms of Service no less than annually. Client understands that personal information, including that which is used to create an investment profile, is collected by electronic means.

**Market Risk:** Client acknowledges that investments are subject to various market, currency, economic, political, and business risks, and that investments

will not always be profitable. Client understands that LSCM gives no guarantees with respect to the success or performance of (a) any particular investment, investment strategy, or recommendation made by LSCM; or (b) the Services.

**Limitation of Liability:** In making investment recommendations for Client, LSCM will only consider the information provided by Client. Except as may otherwise be provided by law, LSCM will not be liable to Client for (a) any loss that Client may suffer by reason of any recommendations made, or other action taken or omitted, by LSCM in good faith and with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from LSCM's adherence to Client's instructions; (c) any loss arising from any investment that Client holds or makes that LSCM does not recommend; (d) any act or failure to act by Client's custodian, broker-dealer or other third party; (e) any loss arising from Client's failure to follow LSCM's investment advice; (f) any loss resulting from Client's failure to provide LSCM with current, updated, and accurate information related to the Investment Profile and Plan; or (g) any loss caused by conditions and events beyond its control including, without limitation: electrical, mechanical or equipment breakdowns, computer system failures and malfunctions, system access issues, system capacity issues, delays by third party vendors and/or communications carriers. ***Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.***

**Voting Securities and Related Matters:** LSCM shall have no authority or power to exercise voting rights (including with respect to voting proxies), rights to consent to corporate actions, or other similar rights with respect to securities held in the Account. Rather, Client shall retain all such authority. Further, LSCM will not take any action or render any advice with respect to any legal actions, including but not limited to class action lawsuits, involving securities held in Client's Account(s).

**Disclosure:** Client acknowledges receipt of a copy of LSCM's most recent Privacy Notice and Form ADV, Part 2. Client represents that Client has

reviewed and considered the disclosures made by LSCM in this Agreement and in LSCM's Form ADV, Part 2, including, in particular, the portions related to Services, compensation, risks, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

**No Services to Non-U.S. Persons:** Client represents and warrants that Client is a U.S. citizen, a U.S. permanent resident, or has a valid U.S. visa and resides in the United States. LSCM makes no representations or warranties regarding its compliance with laws or legal requirements of any non-U.S. jurisdiction. The Services offered hereby are not being offered to, and are generally not available to, anyone located outside the United States, including U.S. citizens residing abroad.

**Access Interruptions:** LSCM makes no guarantees that access to the Website will be available at all times. Client understands that LSCM may at times suspend access to the Website, without notice to Client, in order to make repairs or upgrades. In addition, access to the Website may at times be limited or unavailable due to hardware or software malfunctions, technical issues, peak demand, maintenance, upgrades, failure or interruption of internet service, acts of God, or for other reasons. Client agrees that LSCM shall not be liable for any losses, costs or expenses incurred by Client resulting from such unavailability or access limitations.

**Termination; Withdrawals.** This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by Client to LSCM through the Website and by LSCM to Client through the Website or to the primary email address provided by Client as may be updated from time to time. Upon the effective date of termination, LSCM will have no further obligation to Client under this Agreement.

**No Assignment:** LSCM shall not assign this Agreement without Client's consent. Notwithstanding the foregoing, in the event of a change in control or ownership of LSCM that would result in an "assignment" of this Agreement

under the Investment Advisers Act of 1940, LSCM will provide written notice to Client, and Client will be deemed to consent to the assignment absent Client's written notice of termination of this Agreement within 30 days from the date of notice.

**Notices and Communications:** Except where a different form of notice is specifically provided for in this Agreement, any notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) sent via U.S. mail, (ii) sent through access to the Website and electronic communications, or (iii) sent by electronic mail to the address provided to LSCM by Client. Client understands and agrees that the primary method of LSCM's communications with Client in connection with the Services will be by posting information through the Website, and that Client may not always receive a separate notice that new information has been posted to the Website. Client therefore agrees to check the Website regularly. Client may revoke this consent for LSCM to provide notices electronically to Client at any time by notifying LSCM.

**Entire Agreement:** This Agreement constitutes the entire agreement between the parties and each party hereto acknowledges to the other that it is not relying on any statement, understanding or agreement not fully stated herein and each party hereby expressly waives any, and all, claims or defenses to enforcement of this Agreement which are based on any statement, understanding or agreement not fully stated herein. This Agreement supersedes and replaces any prior agreement between the parties.

**Amendment and Waiver:** Except as otherwise set forth in this Agreement, any amendment to this Agreement must be in writing and signed by the parties to be valid. The failure of either party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.

**Governing Law:** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Georgia.

**Electronic Signature:** Client's intentional action of electronically signing this Agreement is valid evidence of Client's consent and intention to be legally bound by this Agreement and any other documentation submitted in the process or governing Client's relationship with LSCM. The electronically stored copy of this Agreement shall be considered the true, complete, valid, authentic, and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the Agreement was generated, executed, and maintained in printed form. If Client and Client's spouse have electronically signed this Agreement as Client, the representations under this Agreement with respect to Client will be joint and several.

**Additional Client Representations:** Client represents and warrants that Client has the full power and authority to execute, enter into, deliver, and perform Client's obligations under this Agreement. Client further warrants that this Agreement has been duly authorized, executed, and delivered by Client, and is the legal, valid, and binding agreement by Client, enforceable against Client in accordance with its terms, and that the terms of this Agreement do not violate any obligation by which the Client is bound. If Client is a corporation, limited liability company, partnership, trust, or other legal entity, Client represents and warrants that the individual executing this Agreement on behalf of Client has been duly authorized to do so.

**Arbitration: The parties waive their rights to seek remedies in court, including any right to a jury trial. The parties agree that any dispute between or among any of the parties arising out of, relating to or in connection with this Agreement or the Account(s), including the determination of the scope and applicability of the agreement to arbitrate, shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration hearing shall be held in the county and state of the principal office of LSCM at the time the dispute arises. Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the securities business. The parties agree that the arbitrator shall apply the substantive law of the**

**State of Georgia to all state law claims, that limited discovery shall be conducted in accordance with JAMS' Comprehensive Arbitration Rules and Procedures, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with JAMS' Comprehensive Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law or other written explanation of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction in the county and state of the principal office of LSCM at the time the award is rendered or as otherwise provided by law. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including when seeking to confirm or vacate the award in court, unless otherwise required by law or judicial decision.**

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.



# Discretionary Investment Advisory Agreement

This agreement covers LSCM Investment management and planning services.

You ("Client") and LSCM, LLC ("LSCM"), a Georgia limited liability company and an investment adviser registered under the Investment Advisers Act of 1940, agree to enter into a financial advisory relationship, subject to the terms and conditions of this Investment Advisory Agreement ("Agreement"), which will allow LSCM to provide the Services described herein. This Agreement is effective immediately upon acceptance by LSCM. In consideration of the mutual covenants herein, Client and LSCM agree as follows:

**Account Establishment:** Client shall establish one or more accounts with Charles Schwab (the "Custodian") and deposit at least \$500.00 in cash into each such account (collectively, the "Account"). LSCM will have no responsibility to provide the Services (as defined below) until Client establishes the Account and LSCM has received notice that the Account has been funded with at least \$500.00 in cash and/or liquid securities and access to manage the Account. Subject to the terms of this Agreement, LSCM shall have sole discretion in the investment and reinvestment of the assets in the Account.

**Client Services:** Client engages LSCM to provide the following services (collectively, the "Services") subject to the terms and conditions of this Agreement:

**1. Financial Planning Services:** Based on information provided by Client, assist Client in:

- Identifying and documenting multiple life and financial goals (the "Plan").
- Determining Client's risk tolerance, investment objectives, and current financial condition (the "Investment Profile").
- Establishing the time horizon and relative prioritization of each goal.
- Assessing the probability of achieving Client's Plan with interactive tools for Client to simulate how different assumptions will change the probability of success.

- Tracking progress on goals and alert Client if goals are at risk or 'off track' (including providing suggestions for Client on how to keep goals 'on track').
- Preparing a net worth statement aggregating all of Client's assets and liabilities.
- Measuring overall cash flow activity for Client.

## **2. Investment Advisory Services:**

- Manage the investment and reinvestment of the cash and securities in the Account in accordance with the model portfolio(s) determined to be appropriate and suitable for Client based on Client's Investment Profile.
- Streamline the process of moving money for Account funding and managing saving and withdrawal plans from Client's bank account or other funding source.
- Evaluate, from time to time, potential tax losses to be used to offset potential capital gains within the Account and, as described further below, employ a tax-loss harvesting strategy ("Tax Loss Harvest Program").

LSCM's obligation to provide the above listed services is subject to Client providing the information about Client requested by LSCM. LSCM will manage only the securities and cash held in Client's Account.

Subject to the other provisions of this Agreement, LSCM will provide Client with access to Client's Account information available to LSCM via the [longstreetcm.com](http://longstreetcm.com) website ("Website"), including reporting information about goals progress, Account status, securities positions and balances. Client may also receive periodic email communications describing goal progress, investment returns, Account information, and product features. Periodically, as determined by LSCM, LSCM will contact Client to review and consider any updates to the information previously provided by Client. In addition, LSCM shall make investment personnel who are knowledgeable about management of the Account reasonably available to Client for consultation.

**Discretionary Authority/Limited Power of Attorney:** Client hereby agrees to execute a limited power of attorney with respect to Client's Account using the forms required by Custodian to appoint LSCM as Client's true and lawful agent with authority to act on behalf of Client's Account(s) for the limited purpose of maintaining Client's Account(s) and all other actions necessary or incident to LSCM's performance of Services under the terms of this Agreement. Such permission allows each of LSCM and Custodian to act and communicate with one another, and as needed Client, with regard to all aspects of the Account and the delivery of Services under this Agreement via any available medium, electronic or otherwise, and shall remain in force until Client notifies LSCM and Custodian in writing. Any movement of Client assets will be pursuant to written authorization provided to Client's Custodian and/or LSCM by Client. Client shall not deposit or cause to be deposited into the Account any assets other than cash, and LSCM shall have no responsibility to manage, sell or trade any securities that Client has deposited into the Account. Nothing in this Agreement will give LSCM the authority to take possession of any Client assets in the Account.

**Use of Subadvisor(s):** In accordance with Client's Investment Profile, LSCM may, in its sole discretion and at its own expense, engage one or more subadvisors (each a "Subadvisor") to manage all or a portion of Client's Account. Client shall not be charged any additional fees beyond those described in the "Fees" section for LSCM's engagement of any Subadvisor. Any Subadvisor will rely on the information provided by Client to LSCM to provide advice regarding Client's Account, subject to LSCM's Privacy Policy, a copy of which is available on the Website. Client agrees that LSCM may refer Client to an affiliated Subadvisor if LSCM believes the Client would benefit from a consultation with such Subadvisor or be better served by having a more tailored investment plan, with traditional financial advice.

**Tax Loss Harvest Program:** LSCM or Subadvisor will, as part of its strategy, from time to time and to the extent they deem appropriate, sell a security held by the Account at a loss to offset potential capital gains and reinvest the proceeds of such sale in a security that LSCM or Subadvisor reasonably believes is not substantially similar. Any tax benefits of tax-loss harvesting will depend upon the realization of capital gains in the same or a future tax period

and may be subject to limitations. This Tax Loss Harvest Program will consider only the securities held and transactions executed in the Account, and not any securities beneficially owned by Client or Client's spouse through any other account. Transactions executed and securities held outside the Account may affect whether a loss is successfully harvested and, if so, whether the loss may be used by Client to offset capital gains. The Tax Loss Harvest Program is not intended as tax advice, and LSCM makes no representation that any particular tax consequences will be obtained through the Tax Loss Harvest Program.

Client understands that the performance of any new security purchased as a result of the Tax Loss Harvest Program may be better or worse than the security sold for tax-loss harvesting purposes. Client understands that it should consult with its own professional tax advisors about the consequences of tax-loss harvesting in light of Client's own circumstances and the impact on Client's tax returns. Client is responsible for monitoring Client's and Client's spouse's other accounts to ensure that securities transactions in those accounts do not create a "wash sale" when coupled with the Tax Loss Harvest Program. If a wash-sale transaction occurs, the Internal Revenue Service may disallow or delay the loss for current income tax reporting purposes. A wash sale is when a security is sold for Client's account (or an account of Client's spouse) at a loss combined with the purchase of the same or a substantially similar security within 30 calendar days of that sale.

**Services Outside Scope of Engagement:** LSCM will not provide Client with tax, accounting, or legal advice, nor will LSCM prepare any accounting, tax, or legal documents for the implementation of Client's Plan. LSCM encourages Client to work closely with his or her attorney, accountant, and other appropriate professionals to implement and/or review LSCM's recommendations.

**Client Communications:** Client recognizes that the value and usefulness of the Services provided by LSCM will be dependent upon information provided by Client through the Website and/or LSCM's mobile application, and Client's active participation in the formulation of the Investment Profile and the Plan. Client represents and warrants that the financial and other information provided to LSCM is true, correct, and complete to the best of Client's

knowledge. Client authorizes LSCM to rely solely on the information provided by Client through the Website or LSCM's mobile application, and agrees that LSCM is not required to independently verify any information obtained from Client or Client's representatives. Client agrees to promptly inform LSCM of any changes in Client's Investment Profile, including financial condition, investment objectives, or investment restrictions and any other factors that may be important in the management of Client's Account(s) by updating Client's Investment Profile on the Website. Client hereby authorizes LSCM to provide personal financial information, quarterly reviews and reports, newsletters, disclosure documents, and similar information, and other communications, notices and required disclosures to Client via e-mail, the Website, and/or the LSCM mobile application.

**Fees:** For providing the Services described in this Agreement, Client agrees to pay LSCM the fees set forth below during the term of this Agreement:

For our services as an investment advisor, we charge a percentage of the assets under management. The annual fees are paid quarterly and will be based on the market value of the Portfolio at the end of each quarter; March, June, September and December. Pricing of assets is done through reputable broker/dealer(s). For clients with Bonds, fees include accrued interest. Long Street's portfolio management software may calculate accrued interest differently than your Broker Dealer. All fees are subject to review and revision at any time. All fees are negotiable on an individual basis.

All management fees are paid three months in advance. Clients may end their contracts at any time. The client will get a pro-rated refund. We do reserve the right to charge additional fees for any work completed after the termination date. Fees will be applied daily as per the original fee schedule. Such services include, but are not limited to: executing trades, facilitating transfers, and calculating and providing cost basis and tax information.

Existing clients opening new accounts will be billed using the fee schedule agreed upon at the beginning of the relationship.

*As of June 1<sup>st</sup>, 2021 management fees will be computed in accordance with the following schedules:*

<u>Equities &amp; Structured Products</u>		
1.00%	First	\$2.0 Million
0.75%	Next	\$5.0 Million
	Negotiable Thereafter	
<u>Fixed Income</u>		
0.50%	First	\$5.0 Million
	Negotiable Thereafter	
<u>Mutual Funds</u>		
0.75%	First	\$5.0 Million
	Negotiable Thereafter	

For our assets under advisory services, we charge a negotiated flat rate paid quarterly based on the complexity of the individual or entity's asset, family and investment activities. All fees are subject to review and revision at any time. All fees are negotiable on an individual basis.

**Direct Payment of Management Fees:** Client expressly authorizes LSCM to instruct Client's Custodian to debit the Management Fee directly from Client's Account no later than the tenth business day of each quarter. The Management Fee will be reflected on Client's Account statement provided by Custodian, and LSCM will be under no obligation to otherwise invoice Client. Client is responsible for verifying Management Fee calculations as Client's Custodian will not verify such calculations. Should Client decide to cancel this Agreement during the month, LSCM will deduct from the Account a *pro rata* portion of the Management Fee.

**Other Expenses:** LSCM's Advisory Fee or Management Fee, as applicable, covers all Services rendered by LSCM on Client's behalf as set forth herein. However, it does not include custodial fees charged by the Custodian for custody and brokerage services (as described in "Custodial and Brokerage Arrangements," below), or any taxes owed with respect to Account holdings and transactions. In addition, mutual funds and exchange-traded funds ("ETFs") in which Account assets may be invested pay their own separate advisory fees and other expenses, as set forth in each mutual fund's or ETF's prospectus.

ADDITIONAL TERMS AND CONDITIONS

**Use of Website:** Use of LSCM's Website and tools contained therein are subject to separate Terms of Service agreement which is available on the Website. Client is additionally bound by such Terms of Service agreement, which may be amended from time to time. Client represents that Client has reviewed and understands the current Terms of Service and agrees to review the Terms of Service no less than annually. Client understands that personal information, including that which is used to create the Investment Profile, is collected by electronic means. Client will be authenticated with a username and password and Client is responsible for selecting a safe password and not sharing it with others. Unauthorized access to Client's Account may result in unintended changes to the Investment Profile or other instructions provided to LSCM and LSCM accepts no liability for actions resulting from such unauthorized access as further detailed in the Terms of Service agreement.

**Custodial and Brokerage Arrangements:** As noted above, Client shall establish the Account with the Custodian. The Custodian, and not LSCM, will maintain custody of Client's assets. Client should review its separate agreement with the Custodian for additional information about fees charged by the Custodian to the Account and the other terms of Client's agreement with the Custodian.

Client directs LSCM to place all orders for the execution of transactions for the Account with or through the Custodian. Client understands that, by directing LSCM to effect Account transactions solely through the Custodian, LSCM will be limited in its ability to negotiate price and execution, and Client may not obtain as favorable of price or execution as could be obtained if LSCM were authorized to negotiate with other broker-dealers.

**Market Risk:** Client acknowledges that investments are subject to various market, currency, economic, political, and business risks, and that investments will not always be profitable. Client understands that LSCM gives no guarantees with respect to the success or performance of (a) of any particular investment, investment strategy, recommendation or portfolio model; (b) the Services; or (c) LSCM's management of the Account.

**Limitation of Liability:** Except as may otherwise be provided by law, LSCM will not be liable to Client for (a) any loss that Client may suffer by reason of any investments made, or other action taken or omitted, by LSCM or a Subadvisor in good faith and with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from LSCM's adherence to Client's instructions; (c) any loss arising from any investment that Client holds or makes that LSCM does not recommend; (d) any act or failure to act by the Custodian or other third party; (e) any loss arising from Client's failure to follow LSCM's investment advice; (f) any loss resulting from Client's failure to provide LSCM with current, updated, and accurate information related to the Investment Profile and Plan; or (g) any loss caused by conditions and events beyond its control including, without limitation: electrical, mechanical or equipment breakdowns, computer system failures and malfunctions, system access issues, system capacity issues, delays by third party vendors and/or communications carriers. ***Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.***

**Voting Securities and Related Matters:** LSCM shall have no authority or power to exercise voting rights (including with respect to voting proxies), rights to consent to corporate actions, or other similar rights with respect to securities held in the Account. Rather, Client shall retain all such authority. Further, LSCM will not take any action or render any advice with respect to any legal actions, including but not limited to class action lawsuits, involving securities held in the Account. Client shall retain all rights to proceed directly against the issuer of any security held in the Account.

Disclosure: Client acknowledges receipt of a copy of LSCM's most recent Privacy Notice and Form ADV, Part 2. Client represents that Client has reviewed and considered the disclosures made by LSCM in this Agreement and in LSCM's Form ADV, Part 2, including, in particular, the portions related to Services, compensation, risks, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among



other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

**No Services to Non-U.S. Persons:** Client represents and warrants that Client is a U.S. citizen, a U.S. permanent resident, or has a valid U.S. visa and resides in the United States. LSCM makes no representations or warranties regarding its compliance with laws or legal requirements of any non-U.S. jurisdiction. The Services offered hereby are not being offered to, and are generally not available to, anyone located outside the United States, including U.S. citizens residing abroad.

**Access Interruptions:** LSCM makes no guarantees that access to the Website or through the mobile application will be available at all times. Client understands that LSCM may at times suspend access to the Website and/or through the mobile application, without notice to Client, in order to make repairs or upgrades. In addition, access to the Website and/or mobile application may at times be limited or unavailable due to hardware or software malfunctions, technical issues, peak demand, maintenance, upgrades, failure or interruption of internet service, acts of God, or for other reasons. Client agrees that LSCM shall not be liable for any losses, costs or expenses incurred by Client resulting from such unavailability or access limitations.

**Termination; Withdrawals:** This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by Client to LSCM through the Website and by LSCM to Client through the Website, LSCM mobile application, or to the primary email address provided by Client in the Client Account application as may be updated from time to time. Client may withdraw all or part of the assets of the Account by notifying LSCM at any time, provided that all partial withdrawals comply with LSCM's required account minimums as posted on the Website and updated from time to time, unless LSCM otherwise consents in advance. Client's withdrawal of all of the Account's assets will serve to automatically terminate this Agreement. the effective date of termination, LSCM will have no further obligation under this Agreement to provide the Services, including management of the Account. Upon termination of this Agreement, it is

Client's sole responsibility to communicate with the Custodian regarding maintenance or closing of the Account.

**No Assignment:** LSCM shall not assign this Agreement without Client's consent. Notwithstanding the foregoing, in the event of a change in control or ownership of LSCM that would result in an "assignment" of this Agreement under the Investment Advisers Act of 1940, LSCM will provide written notice to Client, and Client will be deemed to consent to the assignment absent Client's written notice of termination of this Agreement within 30 days from the date of notice.

**Notices and Communications:** Except where a different form of notice is specifically provided for in this Agreement, any notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) sent via U.S. mail, (ii) sent through access to the Website and electronic communications, or (iii) sent by electronic mail to the address provided to LSCM by Client. Client understands and agrees that the primary method of LSCM's communications with Client in connection with the Services will be by posting information through the Website, and that Client may not always receive a separate notice that new information has been posted to the Website. Client therefore agrees to check the Website regularly. Client may revoke this consent for LSCM to provide notices electronically to Client at any time by notifying LSCM.

**Entire Agreement:** This Agreement constitutes the entire agreement between the parties and each party hereto acknowledges to the other that it is not relying on any statement, understanding or agreement not fully stated herein and each party hereby expressly waives any, and all, claims or defenses to enforcement of this Agreement which are based on any statement, understanding or agreement not fully stated herein. This Agreement supersedes and replaces any prior agreement between the parties.

**Amendment and Waiver:** Except as otherwise set forth in this Agreement, any amendment to this Agreement must be in writing and signed by the parties to be valid. The failure of either party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement

shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.

**Governing Law:** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Georgia.

**Electronic Signature:** Client's intentional action of electronically signing this Agreement is valid evidence of Client's consent and intention to be legally bound by this Agreement and any other documentation submitted in the process or governing Client's relationship with LSCM. The electronically stored copy of this Agreement shall be considered the true, complete, valid, authentic, and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the Agreement was generated, executed, and maintained in printed form. If Client and Client's spouse have electronically signed this Agreement as Client, the representations under this Agreement with respect to Client will be joint and several.

**Joint Clients:** Client may jointly execute this Agreement jointly only with Client's spouse. If Client and Client's spouse jointly execute this Agreement, LSCM's Services shall be based upon their joint objectives as communicated by either or both joint Clients to LSCM through the Website or mobile application. LSCM shall be permitted to rely upon instructions and information provided by either joint Client with respect to the Services. The joint Clients agree that LSCM shall have no obligation to question the purposes or propriety of any instructions of a joint Client, or to inform a joint Client of any changes to the information submitted through the Website or mobile application by the other joint Client. LSCM shall not be responsible for any claims or damages resulting from its reliance on the instructions of or information provided by a single joint Client or from any change in the status of the relationship between the joint Clients, subject to any rights Clients may have under federal and state securities laws. For the protection of each joint Client, LSCM reserves the right to require, at any time, including but not limited to circumstances where LSCM believes that the joint Clients have separated or that a dispute exists between the joint Clients, the written

consent from both joint Clients before acting on any instructions from a single joint Client. Each joint Client acknowledges and agrees that LSCM is permitted to share information received from one joint Client with the other joint Client, and each joint Client further agrees that LSCM's communications to one joint Client (including through the Website or mobile application) shall be deemed effectively communicated to the other joint Client. Any representations or warranties made by Client in this Agreement shall be made and considered made by both joint Clients.

**Additional Client Representations:** Client represents and warrants that Client has the full power and authority to execute, enter into, deliver, and perform Client's obligations under this Agreement. Client further warrants that this Agreement has been duly authorized, executed, and delivered by Client, and is the legal, valid, and binding agreement by Client, enforceable against Client in accordance with its terms, and that the terms of this Agreement do not violate any obligation by which the Client is bound. If Client is a corporation, limited liability company, partnership, trust, or other legal entity, Client represents and warrants that the individual executing this Agreement on behalf of Client has been duly authorized to do so.

**Arbitration: The parties waive their rights to seek remedies in court, including any right to a jury trial. The parties agree that any dispute between or among any of the parties arising out of, relating to or in connection with this Agreement or the Account(s), including the determination of the scope and applicability of the agreement to arbitrate, shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration hearing shall be held in the county and state of the principal office of LSCM at the time the dispute arises. Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the securities business. The parties agree that the arbitrator shall apply the substantive law of the State of Georgia to all state law claims, that limited discovery shall be conducted in accordance with JAMS' Comprehensive Arbitration Rules and Procedures, and that the arbitrator may not award punitive or**

**exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with JAMS' Comprehensive Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law or other written explanation of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction in the county and state of the principal office of LSCM at the time the award is rendered or as otherwise provided by law. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including when seeking to confirm or vacate the award in court, unless otherwise required by law or judicial decision.**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**