



# DIGITAL INVESTMENT MANAGEMENT PLATFORM AGREEMENT

## Updated May 31, 2023

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

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

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

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

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

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

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

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

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

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

**Current Version:** we mean a version of the software we support and that is currently being supported by its publisher or the applicable platform (e.g., Apple's iOS).

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

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

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

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

**Financial Professional:** A registered investment adviser, investment advisor representative ("IAR") or solicitor that has an agreement with us to identify, solicit, recommend, and refer our Services to prospective clients when appropriate and to provide other functions on behalf of our Firm to established clients.

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

**FINRA:** The Financial Industry Regulatory Authority is an independent nongovernmental organization that writes and enforces the rules governing registered brokers and broker-dealer firms in the United States. Its stated mission is "to

safeguard the investing public against fraud and bad practices." It is considered a self-regulatory organization.

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

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

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

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

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

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

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

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

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

**Securities:** Collectively refers to assets held in Your Account which can include but may not be exclusive to Open-End Mutual Funds, Closed-End Mutual Funds, Bonds, Shares of Company Stock, Exchange Traded Funds, Exchange Traded Notes, Variable Insurance Trusts, Options,

and any other asset allowed to be held in Your Account by Your Custodian, including cash, cash equivalents, and non-standard assets.

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

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

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

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

## Agreement Terms and Conditions

### 1. Introduction.

This is a legal agreement between You and the Firm. The Firm owns and assists in the operation of a digital investment advice and wealth management website and mobile application Application The terms contained within this Agreement govern Your use of the Website and Application (hereafter "Platform"), and collectively Your use of the individual Firm Account (defined below), Your use of the Services provided by the Firm and Your Financial Professional if applicable may be subject to a separate and distinct agreement (except to the extent otherwise covered in this Agreement, Financial Intermediaries, and any associated software or services provided by us.

Please review this Agreement carefully before accessing or using the Services. If You do not understand anything contained in this Agreement, please contact us at [support@quartzpartners.com](mailto:support@quartzpartners.com) or calling (800) 433-0422. You may not access or use any Services unless You agree to abide by all of the terms and conditions contained here. Please note that these Terms require all disputes to be resolved by way of binding arbitration. Please see Section 22 for the Arbitration Clause.

The Firm reserves the right to change or modify the Agreement at any time and in our sole discretion. If we make changes to the Agreement, we will update the "Effective as of" date at the top of this Agreement. Any changes to our Agreement will become effective when posted unless indicated otherwise. Your continued use of the Services following the posting of any changes will mean that You accept those changes. If You do not agree to any modification to the Terms, Your sole and exclusive remedy is to terminate Your use of the Services and close Your Account. Notwithstanding the above, we will seek Your consent to changes to the Agreement to the extent we are required to do so by law.

## **2. Client Representations & Warranties.**

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

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

We make no claims that the Services are appropriate for or may be legally accessed outside of the United States. If You access the Services from outside the United States, You do so at Your own risk and are responsible for compliance with the applicable laws of the country or jurisdiction where You may be located. You may not use or export any content of the Website or Application in violation of U.S. export laws and regulations or any other U.S. or foreign federal, state, or local statute, rule or regulation. The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. We make no representations that the Services are appropriate for use in all locations, or that the transactions, products, financial instruments, or services indicated or discussed on the

Website or Application are available or appropriate for sale or use in all jurisdictions, or countries or by all investors or counterparties. By accessing or using our Services, You consent to the processing, transfer, and storage of information about You in and to the United States, where You may not have the same rights and protections as You do under local law;

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

c. Multiple Account Registrants. You represent that if there is more than one Account holder, the provisions of the Agreement apply to each Account holder as a Client; and that the Firm will have no liability for any loss that may arise due to taking instructions from one Account holder or requiring instructions from all Account holders;

d. Agreement in its Entirety. Client understands, this Agreement includes this document along with the Client Disclosures (Part 2 of Form ADV and Privacy Policy) and Customer Relationship Summary (Part 3 of Form ADV) by reference herein (these documents are located at [www.quartzpartners.com/disclosures](http://www.quartzpartners.com/disclosures));

e. Financial Professional Discretion. Client grants their Financial Professional with full authority as their agent and attorney-in-fact with full discretion to manage the investments within Your Account, hire, direct, monitor and terminate Sub-Advisors with the responsibility of discretionary management of the investments within Your Account. Further, Financial Professional will have discretionary authority at any time to select, monitor and change the specific investment securities, strategies and/or products for the Client's investment Account collectively as a Portfolio within your specified Risk Tolerance Score determined during the onboarding process and updated anytime thereafter by You;

f. Firm Investment Discretion. You grant our Firm with the full power and authority to supervise, service, manage, and to direct investments within the Client's Account with coordination and sometimes direction by Your Financial

Professional until this Agreement is terminated. This Agreement covers only those Account(s) in which You have managed by the Firm;

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

h. Investment Risk. You represent that no party to this Agreement has made any guarantee, either oral or written, that Your investment objectives will be achieved and that the Firm shall not be liable for any error in judgment and/or for any investment losses in Your Account in the absence of malfeasance, negligence, or violation of Applicable Rules. We shall not be responsible for any loss incurred by reason of any act or omission of You, Your Custodian, Financial Professional, or any Financial Intermediary involved in the management or administration of Your Account. Any advice You are given by Quartz is intended for You alone and is not for the benefit of anyone else. You are prepared to bear realized or unrealized losses of Your investment and You have at least a 5-year time horizon;

i. Investment Objective. You understand that Your Account will be managed based on Your Risk Profile and the securities or Strategies selected by Your Financial Professional, stated goal, rather than on Your individual needs unless otherwise noted. Further, Your account may be actively managed by the Firm in order to take advantage of market conditions, focused, or inverse strategies. These may be tax inefficient for brokerage accounts (not tax qualified), result in losses and/or lead to higher volatility (risk) compared to other investment strategies;

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

k. Brokerage. You represent that You have carefully reviewed the services and Fee schedule of the Custodian, Apex, that will hold Your assets, service Your Account and execute Securities transactions for Your Account; and that You represent that You will review Custodian statements in their entirety and will inform the Your Financial Professional immediately if statements are not: 1) delivered at least quarterly; 2) seem incomplete; or 3) seem inaccurate; and

that You represent that You are responsible for paying all fees arising from services provided by the Custodian;

l. Other Investment Options. You represent that You have carefully considered the many options when it comes to the management of Your investment Account(s); and that You have considered that other investment advisory platforms, Financial Professionals and Financial Intermediaries may offer similar or more comprehensive services for comparable or lower fees;

m. Amendments to Agreement. You understand that this Agreement may be amended by Firm from time-to-time as needed and to meet regulatory changes. Any amendment shall be in writing and disclosed within thirty (30) days; and

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

### **3. Firm Representations & Warranties.**

Our Firm, hereby represent and warranty as follows:

a. Registration. Firm represents that it is registered as an investment adviser under the Act and that such registration is currently effective and will maintain its current registration during the term of this Agreement;

b. Law. Firm represents and confirms that the terms hereof do not violate any obligation by which Firm is bound, whether arising by contract, operation of law or otherwise, that this Agreement has been duly authorized by appropriate action and when executed and delivered will be binding upon Firm in accordance with its terms; and that that Firm will deliver to You such evidence of such authority as Firm may reasonably require, whether by way of a certified resolution or otherwise; and that with respect to the performance of its duties hereunder with respect to Your Account. Firm will comply with all Applicable Rules regarding the rendering of investment advice, purchase, sale or holding of investments, and the payment of compensation related to the purchase, sale and holding of investments in Your Account;

c. ERISA. If the Account is subject to regulation under ERISA, Firm is a "fiduciary" as that term is defined under

ERISA; however, the relationship of Custodian with Firm is that of a “party in interest” and not a “fiduciary” as those terms are defined under ERISA;

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

e. Scope of Investment Advice. Our Firm will not provide investment Services other than the Services described in this Agreement and we do not provide investment advice in person or over the phone or in any manner other than as described herein. Accounts are managed pursuant to the Strategies selected and Clients may not modify the Strategies or provide individual trading instructions. The Firm does not provide (i) comprehensive financial planning services or (ii) tax, accounting, or legal advice, nor prepare any legal or accounting documents for the implementation of any of the Client’s financial or investment plans. We do not take any responsibility for Your overall investment plan, including assets outside of Your Accounts with the Firm.

Our Firm limits the investments they recommend and utilize in Your Account(s) to Exchange-Traded Funds (“ETFs”) and equities publicly traded on a major U.S. stock exchange (e.g., New York Stock Exchange, NASDAQ). Collectively Firm refers to ETFs, Funds and equities as “Securities”. The limited scope of the investment advice Firm and Your Financial Professional provides does not prevent the Firm from providing advice that is in the best interest of You or from otherwise adhering Impartial Conduct Standards.

#### **4. Custody & Recordkeeping.**

Custody of Your Account and Your assets will be maintained with Apex Clearing Corporation (“Apex”), Charles Schwab or another qualified Custodian, or other qualified Financial Intermediary. In connection with the Services, each Client will need to open a securities brokerage account with Apex an SEC-registered broker-dealer that provides brokerage, custody and brokerage related services to Clients. Each Client will need to complete documentation with the qualified Custodian, including to be subject to a customer account agreement with the qualified Custodian. All securities brokerage account opening functionalities, including identity verification and approval, will be handled by the Custodian. As Custodian for the Your account and transactions in securities, they will provide trade execution, custody, clearing, and settlement services, as well as recordkeeping and reporting services, to Clients. Securities brokerage accounts and the underlying investments therein

will be held in the name of the Client. Our Firm is not affiliated with any Custodian.

We will not have custody of any assets in Your Account. You agree to execute any and all documents required for us, Your Custodian, or other third-party, to facilitate the custody, administration, trading and safekeeping of the assets in Your Account. In the event of a conflict between the terms of this Agreement and the paperwork of the Custodian with respect to relationship between You and Firm, the terms of this Agreement shall control. Assets with the Custodian will be held in Your name at all times and will require authorization from You for withdrawal.

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

You shall at all times maintain every indicia of ownership of the securities in Your Account including right to hypothecate, pledge, vote and withdraw the securities, and the right to proceed directly against the issuer of any

security. You retain all rights under the Applicable Rules to proceed directly against the issuer of any underlying Security in Your Account and are not obligated to join Firm, Custodian, or any other party as a condition precedent to proceeding against the issuer of the underlying Security. You may close Your Account at any time subject to the terms of the agreement with Your Custodian.

Your Custodian shall be responsible for maintaining all necessary books and records, account balances, and transaction history and tax reporting forms relating to the assets of Your Account.

#### **5. Discretionary Investment Authority.**

You hereby appoint us as your agent and attorney-in-fact with power to direct the investments and Securities transactions within Your Accounts on Your behalf. Without prior notification we shall have full power at our sole discretion to supervise and direct the investment and reinvestment of the assets in Your Account, at Your risk, purchase, sell exchange, convert, or take any other action in the securities and other investments in Your Account, as well as arrange for delivery and payment in connection with the above, and act on behalf of You in all other matters necessary or incidental to implementing all investment decisions.

WE ARE NOT AUTHORIZED TO WITHDRAW ANY MONEY, SECURITIES, OR OTHER PROPERTY IN YOUR NAME IN THE ACCOUNT, EXCEPT AS TO WITHDRAW ADVISORY FEES.

We will seek to begin management of Your Account as soon as possible after receipt of complete and accurate paperwork, establishment of the Account at the Custodian with the acknowledgement of our investment discretion and receipt of assets into the custodial Account. Your Account may not be immediately invested if we believe it is in Your best interest to temporarily postpone such a trade, (e.g., if a portfolio change is expected and therefore short-term trading restrictions or fees may occur).

We shall not be held liable for any investment losses associated with Account restrictions or instructions You have placed.

#### **6. Registering for an Account.**

Through the Website and Application, our Firm offers functionality which enables You to open and access financial accounts provided to You by our Firm and Financial Intermediaries to (i) deposit, hold, and withdraw fiat currency (*i.e.*, U.S. dollars); (ii) buy, sell, and trade certain securities; and (iii) receive Advisory Services (such account, the "Account"). You must open an Account through the Website or Application.

When You request to open an Account and any necessary accounts with the Financial Intermediaries, we will request certain personal information, which may include, but is not

limited to, Your name, physical address, telephone number, email address, date of birth, social security number, taxpayer identification number, a government identification, and financial information (collectively, "Identifying Information"). You authorize the Firm, the Financial Intermediaries, and their designated service Financial Intermediaries to use the Identifying Information in connection with Services, including to verify Your identity, protect You and/or us against fraud or other financial crime, and to act we reasonably deem necessary based on the results of such inquiries. When the Firm, the Financial Intermediaries, or their designated service Financial Intermediaries carry out these inquiries, You acknowledge and agree that we may disclose Your Identifying Information and any other Personal Information to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to inquiries in full. This is an identity check only and should have no adverse effect on Your credit rating. You may also be required to provide additional information to the Financial Intermediaries in connection with Your use of the Services.

You agree to provide accurate and complete information in response to verification questions, and You must keep all Your Identifying Information current. You are fully responsible for ensuring that Your Identifying Information is always up to date.

You are solely responsible for safeguarding Your Account and for all activity that occurs under Your Account, including for any actions taken by persons to whom You have granted access to Your Account. Our Firm disclaims all liability, and will not be liable, for or in connection with any harm or damages to You or to any party resulting from the theft or unauthorized use of Your Account. We reserve the right to change, suspend, or terminate Your Account if You provide inaccurate, untrue, or incomplete information or fail to comply with the registration requirements. Any actual or suspected unauthorized access or unauthorized activity related to Your Account will be treated by us as potentially fraudulent. You agree to notify us immediately if You become aware of any potentially fraudulent activity in connection with the Services. You agree to promptly report any potentially fraudulent activity to the relevant legal authorities if required by applicable law and agree to provide us a copy of any report prepared by such legal authorities.

You authorize Your wireless carrier to disclose information about Your account and Your wireless device (if available), including Your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, solely to allow for identity verification and fraud avoidance and to compare information You have provided to our Firm or its Financial Intermediaries with Your mobile operator account profile information for the duration of Your business relationship with our Firm. For more information, see our Privacy Policy

for how we treat Your data.

## **7. Account Functionality.**

Through Your Account, You have the ability to: (i) deposit, hold, and withdraw fiat currency (*i.e.*, U.S. dollars); (ii) access the discretionary investment Services of the Firm and Your Financial Professional; and (iii) access such other services and functionality as we or the Financial Intermediaries may provide now and in the future. Our Firm relies on qualified Financial Intermediaries to provide certain services, like performance reporting, client user interface, billing calculations, custody of account assets, trading, and execution. Your use of certain products and services through the Services may be subject to additional terms and conditions established by and between You and the specific Financial Intermediary. Our Firm does not determine Your eligibility for certain financial products and services offered through the Services by the Financial Intermediaries, and does not hold, custody or otherwise maintain control of, have access to, or guarantee any fiat currency, or securities that You have access to through Your Account. The Financial Intermediaries in connection with the provision of the Services under this Agreement may change at any time and You may be required to enter additional terms and conditions with such Financial Intermediaries in order to continue accessing the Services or aspects thereof.

## **8. Termination.**

You may request to close Your Account at any time by contacting us through our website or Your Account portal, by calling our Firm, or contacting Your Financial Professional by phone, mail, or email. If You close Your Account, You may be required to close Your Accounts with Your Account Custodian and withdraw any remaining balances from Your Accounts prior to such closure.

In the event that the Custodian terminates Firm's ability to manage Your Account effectively, Firm may terminate affected Accounts but may continue to manage unaffected Accounts. Termination of this Agreement will not affect (i) the validity of any action previously taken by us under this Agreement; (ii) liabilities or obligations of the Parties from transactions initiated before termination of this Agreement; or (iii) Your obligation to pay fees as pro-rated through the Termination Date. Upon termination of this Agreement, we shall not perform any functions whatsoever with respect to the management of Your Account or, and further management of the Account shall be Your sole responsibility. This Agreement to the contrary notwithstanding, You may terminate this Agreement within five (5) business days after entering into the Agreement without penalty. However, any expenses, losses, or charges, other than Advisory Fees, properly chargeable to the Account shall be borne by You.

b. Non-Payment of Fees. This Agreement and/or management and supervision of Your Account may be terminated without prior notice by Firm for non-payment of

fees. However, a notice by Firm to You with respect to the non-payment of fees shall not constitute notice of termination by Firm.

c. Refunds. Upon termination of any Account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable based upon the number of days remaining in the billing period after the Termination Date.

d) Other Termination Fees. You understand that we are not responsible for any cancellation, liquidation, transfer or other fees associated with the termination of Your Account which may be charged by Your Custodian or Securities or other service Financial Intermediaries associated with Your Account. Please refer to Your Account Custodians terms and conditions for additional information.

## **9. Access to the Services.**

Our Firm retains the right, at our sole discretion, to deny service or use of the Services to anyone at any time and for any reason. You agree that our Firm and the Financial Intermediaries will not be liable to You or to any third party for any modification, suspension or discontinuance of the Website or Application or any of the Services offered through the Website and/or Application.

## **10. Non-exclusive Contract.**

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

## **11. Fees.**

Services are provided on a continuous fee-only basis. Unless otherwise stated, at the Firm sole discretion We reserve the right to increase, reduce, refund, or waive all or any portion of Our Advisory Fee. Any modification to Your fee schedule will be explicitly defined and memorialized in writing and shall be effective thirty (30) days after written notice thereof is given to You. Advisory Fees are billed quarterly in arrears and are calculated as a percentage of the total market value of Your Account regardless of the composition of cash and Securities in Your Account unless otherwise agreed upon by both Parties in writing. Advisory Fees will be calculated based on the ending value on the last day of the previous billing period.

Our Firm, directly or in the case of Your Financial Professional or on behalf of a Financial Intermediary, will charge You certain fees or amounts in connection with Your

Account and the Services associated with Your Account. Asset-based fees described below are calculated based on the amount of marketable securities and cash balances under management each quarter which for purposes of this Agreement will be equal to the aggregate market value of each marketable security at the end of the relevant quarter as reported on the quarterly statement or report prepared by Your Account Custodian holding the Account.

a. Fee Schedule.

1. Financial Professional Fee: Is a quarterly asset-based fee paid to Your Financial Professional For providing personalized financial and investment advice on a continuous basis. Your Financial Professionals specific fee and schedule is defined in Your Financial Professionals Client Advisory Agreement and their ADV Part 2A if applicable.
2. Firm Fee: Our Firm assesses the following fees to Your Account.
  - a. Platform Fee: For the Services and administration we provide in conjunction with our sponsorship of this Platform we assess a quarterly asset-based fee assessed calculated as 0.025% (annualized = 0.10%). For example, for every \$1,000 invested Your account will be billed \$0.25 quarterly.
  - b. Client Portal Account Fee: For the technology Services provided through this Platform our Firm assess a flat quarterly fee of \$12.50 (annualized = \$50.00) per Account.
  - c. Sub-Adviser Fee: In the event that Your Financial Professional uses their investment discretion to select all or a portion of Your Account sub-advised by our Firm in one of our investment Strategies, the portion of Your Account assets that we manage will be subject to a quarterly asset-based fee of 0.0625% (annualized = 0.25%). For example, for every \$1,000 invested Your account will be billed \$0.63 quarterly.
3. Custodian Fee: Your Custodian, Apex will charge a separate and distinct fee for the custody, trade execution, recordkeeping, and banking services that they provide. Apex assesses a fee, the greater of \$0.10 per transaction or quarterly asset-based fee of 0.02% (annualized = 0.08%). For example, for every \$1,000 invested Your account will be billed \$0.20 quarterly by Apex. Apex may charge additional fees for one-time, a la carte or other non-standard services, please refer to their documentation or contact us at [support@quartzpartners.com](mailto:support@quartzpartners.com) or (800) 433-0422 for additional information.

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

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

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

## 12. Voting Proxies.

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

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

## 13. Confidential Relationship.

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



- **Phone and Electronic Communications:** The Firm may record and monitor any telephone or electronic communications with You (chat, email, and other forms of electronic exchange). Unless the law requires otherwise, You consent in advance to such recording and monitoring, and we do not need to remind You of these activities.
- **Disclosure of Account Information to Third-Parties:** Consistent with the Client Disclosures, We are specifically authorized to disclose information about You and Your Accounts to third-Parties who provide the Firm certain administrative and operational support in the management of Your Account. You may opt-out of having Your information disclosed to third-parties but You understand this may severely limit the Firm's ability to provide Our Services.

#### **14. Intellectual Property and Limited License.**

Unless otherwise indicated by our Firm, the Services and all content and other materials therein, including, without limitation, the our logo, the Terms, and all other designs, text, graphics, pictures, information, data, software, sound files, other files made available within the Services and the selection and arrangement thereof, and any documentation or other ancillary material provided to You by or behalf of our Firm (collectively, "Firm Content") are the proprietary property of our Firm or our licensors or users and are protected by U.S. and international intellectual property laws.

Subject to Your compliance with these Terms, our Firm grants You a limited, non-transferable, non-sublicenseable, non-exclusive, revocable license to use the Services for personal use until such time as the Terms terminate or expire or Your right to use or access the Services is terminated in accordance with the Terms.

#### **15. Limitation of Liabilities.**

We expressly disclaim any liability for any errors or omissions included on the Website, Application or any third-party sites linked to or from the Website or Application. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to You.

In no event will we, the Financial Intermediaries, or our respective owners, subsidiaries, affiliates, directors, officers, employees, agents, and assigns be liable for any direct or indirect, special, incidental, consequential, or punitive damages, lost profits, or other damages whatsoever arising in connection with the use of the Services, even if we have been advised of the possibility of such damages. Any interruption in availability of the Website or Application, delay in operation or transmission, computer virus, loss of data, or use, misuse, reliance, review, manipulation, or other utilization in any manner whatsoever of the Website, Application, or the data collected through

the Website or Application, even if one or more of them has been advised of the possibility of such damages or loss.

Unless otherwise limited by applicable law, our aggregate liability arising out of this statement will not exceed the greater of one hundred dollars (\$100) or the Service Fees You have paid us in the past twelve months. Notwithstanding anything that may be to the contrary herein, federal, and certain state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement purports to waive or limit any rights that You may have under the Act and any other applicable securities laws. Our Firm shall not be liable for special, incidental, exemplary, punitive, or consequential losses or damages of any kind.

#### **16. Indemnification.**

You agree to indemnify, defend, and hold us, the Financial Intermediaries, and our respective owners, subsidiaries, affiliates, directors, officers, employees, agents and assigns harmless from and against any and all loss, costs, expenses (including reasonable attorneys' fees and expenses), claims, damages, and liabilities related to or associated with Your use of the Services and any alleged violation by You of Applicable Law, regulatory or order, these Terms, or the rights of any third party. We reserve the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this section. In such an event, You shall provide us with such cooperation as we reasonably request.

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

**Acts of Previous Advisors, Administrators.** In no event shall Firm, its officers, directors, or employees be liable for the actions, inactions, negligence, malfeasance, violation of applicable law, or errors of judgment of any previous Advisor or administrator for the Account and You agree to hold Firm harmless with respect to any liability arising because of Your previous investment advisory contracts.

**Applicable Rules & ERISA.** Applicable Rules and ERISA, as well as certain states laws, impose liabilities under certain

circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of and rights which You may have under any Applicable Rules or ERISA, if applicable.

Investment Risk and Liability. You recognize that past performance and investment advice cannot guarantee future results and there may be a loss or decline in the value of Your Account and its investments due to market fluctuations, and that periods of underperformance are a part of every investment strategy. While rare, You are prepared to bear the loss of Your entire investment. You understand that Your Financial Professional and Firm has no duty, responsibility, or liability to monitor, purchase or sell any Securities that are not held in an Account where Firm has been granted investment discretion.

#### **17. DISCLAIMER OF WARRANTIES.**

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

#### **18. Applicable Law.**

This Agreement is made and will be governed by and construed in accordance with the laws of the state of New York. If any provision of the Agreement is or becomes inconsistent with any present or future law, rule, or regulation or any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed rescinded or modified in accordance with any such law, rule, or regulation. In all other respects, the Agreement will continue in full force and effect. No provision of this Agreement may be waived or modified unless in writing. Either Party's failure to insist on strict compliance with the Agreement or any continued course of conduct on its part will in no event constitute or be considered a waiver by such Party of any right or privilege. This Agreement contains the entire understanding between the Parties concerning the subject matter of this Agreement. Our Firm's representations, warranties and obligations hereunder will survive the termination of this Agreement.

#### **19. Arbitration.**

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

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

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

#### **20. Force Majeure.**

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

## 22. Assignment.

This Agreement will inure to the benefit of the Parties and their respective successors and assigns; provided however, that We may not assign (within the meaning of the Act) this Agreement without Your prior consent, provided however that You will be deemed to have consented to an assignment if You do not object to such assignment in writing within (45) forty-five days of receiving written notification. You further agree that any reorganization, restructuring, or other transaction affecting the ownership of the Firm will not be deemed an assignment (within the meaning of the Act) of this Agreement, so long as such reorganization, restructuring, or transaction does not result in a material change of actual control or management.

## 23. Severability.

If any provision of this Agreement is held to be illegal, invalid, unenforceable by a statute, rule, regulation, decision of tribunal, or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable.

## 24. Headings.

The headings of the sections of this Agreement are for the convenience of reference only and shall not affect the meaning or operation of this Agreement.

## 25. No Waiver.

If We fail or delay in exercising any right, power, or remedy or to act against any breaches of these Terms, it does not mean that it waives its right at a later time to enforce the same.

## 26. Other Items.

a. Rules of Construction: The following rules shall be followed in interpreting the provisions of this Agreement: (i) All attached schedules and exhibits, if any, are incorporated into this document by this reference and are made a part of this document. The term "Agreement" shall be deemed to include all such exhibits and schedules and any other documents expressly incorporated, by reference, into this Agreement include the Client Disclosures as amended; (ii) All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine, or neuter gender, both as the context requires; (iii) The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement; (iv) All references to "Sections" are references to sections of this Agreement unless some other reference is established; (v) The term "include" or "including" shall be deemed to mean "without limitation"; (vi) This Agreement may be executed in

any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement; (vii) Any statutory reference in this Agreement shall include a reference to any successor to such statute and/or revision thereof; (viii) this Agreement shall be construed as having been drafted by both Parties, jointly, and not in favor of or against one Party or the other; (ix) Whenever possible, each provision of this Agreement and every related document shall be interpreted in such manner as to be valid under Applicable Rules. If, for any reason, a provision is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such shall not affect the validity of the remaining provisions provided that doing so does not adversely affect, in any material respect, the economic or legal substance of the transactions contemplated by this Agreement as to any Party. In that case, in lieu of the illegal, invalid, or unenforceable provision, there shall be automatically added, as a part of this Agreement, a provision as similar in terms as necessary to render the provision legal, valid, and enforceable; and (x) "Client" is the Person identified in the opening paragraph.

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

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

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

## 27. E-Sign Disclosure and Consent.

This section describes how our Firm, and the Financial Intermediaries deliver communications to You electronically.

IMPORTANT: TO OPEN AND MAINTAIN AN ACCOUNT AND ACCOUNTS WITH THE FINANCIAL INTERMEDIARIES ("ACCOUNTS") YOU MUST CONSENT TO RECEIVE NOTICES

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

This E-Sign Agreement applies to all disclosures, agreements, statements, notices, communications, and other documents related to Your Account and Your accounts with the Financial Intermediaries ("Documents"), with our Firm and the Financial Intermediaries.

This E-Sign Agreement will be effective until You tell us that You no longer want to receive Documents electronically by sending us notice in the manner described in section (d. *Withdrawing Your Electronic Acceptance of Documents*) below.

a. Electronic Delivery of Documents. By agreeing to this E-Sign Agreement, You consent and agree that:

- i. We can provide all Documents to You electronically including, but not limited to, all disclosures required by Applicable Rules and other information about Your legal rights and duties.
- ii. Your electronic signature on any Documents has the same effect as if You signed them manually in ink.
- iii. Your computer or electronic device permits You to access and retain the Documents electronically.

You agree that we can send all Documents to You electronically (1) via email, or (2) by access to the Application or a link that we provide in an email notice that we send to You when the information is available, or (3) to the extent permissible by Applicable Rules, by access to a website that we designate in advance for such purpose. You agree that Documents provided electronically have the same meaning and effect as if we provided paper documents to You. When we send You an email or other electronic notification telling You that a Document is available electronically to You online, that act shall have the same meaning and effect as if we provided a paper Document to You, whether You choose to view it. You also confirm that You have the hardware and software described in the Section below (c. Hardware and Software You Will Need), that You are able to receive and review electronic records, and that You have an active email account.

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

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

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

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

If You make unauthorized modifications to Your Device, such as by disabling hardware or software controls (for example, through a process sometimes referred to as "jailbreaking"), or use a virtual private network, Your Device may no longer be eligible to access or view the Documents and we reserve the right to deny or limit Your access to the Application.

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

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

term thereof.

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

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

### **28. Receipt of Documents.**

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

### **29. Entire Agreement.**

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

### **30. Client Certification.**

In witness thereof, the Parties have executed this Agreement on the date stated below. In signing this Agreement, the Parties have stated that they have the

authority to enter into this legally binding Agreement and understand the Agreement in its Entirety. Parties agree that they discussed and resolved any questions regarding this Agreement.