



## Guided Investing Agreements March 27, 2024

The Guided Investing Agreements include the Account Agreement, Advisory Agreement Supplement, and other agreements and representations that govern your relationship with Copper Financial as it pertains to your Guided Investing account. **Section 13 on Page 15 of the Account Agreement and Section 10 on Page 28 the Advisory Agreement Supplement contain Pre-Dispute Arbitration Agreements.** The Account Agreement and Advisory Agreement Supplement also incorporate the Consent for Electronic Delivery of Documents and Electronic Signature included below as a separate attachment. Our Business Continuity Plan disclosure is also included as an attachment to the Guided Investment Agreements document.

Please read these agreements, disclosures, and representations carefully and retain a copy for your records.

# ACCOUNT AGREEMENT

## 1. AGREEMENT

1. The Account Agreement (the "Agreement"), is entered into by each natural person indicated in the title of the Account (as defined below) ("you" or the "Client") and Copper Financial Network, LLC ("Copper Financial", "we", "us", or "our"), an SEC Registered Investment Adviser and broker-dealer and FINRA member, set forth the respective rights and obligations of Copper Financial and you in connection with your Account. It includes the application you submitted to open your Account through the Site (as defined below) and the Consent for Electronic Delivery of Documents and Electronic Signature attachment, disclosures, and the Advisory Agreement Supplement, collectively "the Agreements", for the products and services for which you have applied. This Agreement is separate and in addition to your agreement with Apex Clearing Corporation or any successor custodian firm that Copper Financial may designate ("Clearing Firm") to which Copper Financial has introduced your Account as clearing or carrying firm and which is responsible for holding, carrying, and maintaining all securities and cash ("Underlying Investments") in your Account.
2. By entering into this Agreement you acknowledge receipt of the Copper Financial Privacy Policy, which is also available on ([cu.financial](https://www.cu.financial)) (the "Website").
3. By clicking "Submit" or otherwise acknowledging your consent electronically ("Electronic Signature"), you agree to enter into and be bound to by the terms and conditions of this Agreement. You should not sign this Agreement if you have questions about your or Copper Financial's obligations under this Agreement. You can contact [digital@cu.financial](mailto:digital@cu.financial) with any questions on the Agreement before you sign it. If Client is unwilling to accept this obligation or to be bound by the terms and conditions of the Advisory Agreement Supplement, Client will not submit an application through the Site to become a Client of Copper Financial and/or participate in the Guided Investing wrap fee program.
4. You acknowledge that the Agreements may be amended from time to time and amended Agreements will be posted on Copper Financial's Website ([cu.financial](https://www.cu.financial)) or within the online portal available to you where you opened your account and can access information about your Account (the "Site"). We will notify you when a new version of the Agreement is available on the Site or Website. You agree to check the Site or Website for new versions of the Agreements relating to your Account. You agree that, by keeping your Account or using services provided pursuant to the Agreements without objecting in writing

after Copper Financial posts a new version of the Account Agreement or Advisory Agreement Supplement on our Website or on the Site, you will agree to and accept all terms and conditions of any portion of the amended Agreements, including any new or changed terms or conditions.

5. By signing the Agreements you are contracting with Copper Financial solely for the purpose of receiving investment advisory services and related brokerage services in our digital Guided Investing wrap fee program (the "Program") from Copper Financial as described below and in our applicable Guided Investing Wrap Fee Program Brochure (Form ADV Part 2A Appendix 1). By signing the Agreements you are establishing a Guided Investing account ("Account") with Copper Financial. You understand and agree that Copper Financial also acts as a broker-dealer on your Account established under this Agreement but does not make recommendations to you in its capacity as a broker-dealer. All recommendations made pursuant to this agreement are made in its capacity as a registered investment adviser.
6. Client understands and agrees that execution of the Account Agreement and continuation of its terms is contingent upon Client participating in the Guided Investing wrap fee program pursuant to the Advisory Agreement Supplement. Client further understands that only Underlying Investments managed by Copper Financial pursuant to the Advisory Agreement Supplement may be held in the Account. Client also understands we will only purchase or sell Underlying Investments in the Account pursuant to orders or other instructions Copper Financial provides via the Program or in connection with investment advisory services offered by Copper Financial or upon request to withdraw funds from the Account as discussed in Section 5 Deposits and Withdrawals from Account below.
7. Where Copper Financial agrees to accept and open an Account for the Client, we will open such account with the Client pursuant to the terms and conditions of the "Agreements". Opening an Account with Copper Financial pursuant to the Agreements requires you to establish a relationship with our Clearing Firm and enter into an agreement directly with the Clearing Firm to serve as your custodian ("Custodial Agreement"). With respect to Retirement Accounts (defined as a Traditional Individual Retirement Accounts ("IRAs") or Roth IRA), the Clearing Firm will act as your IRA custodian. The Clearing Firm will establish and carry an account that holds your Underlying Investments and records the transactions in your Account. You acknowledge that, provided Copper Financial chooses and maintains its relationship with the Clearing Firm or any successor custodian with reasonable care, neither Copper Financial, nor any Strategist used by Copper Financial to provide models for your Account, is responsible for the obligations of the Clearing Firm or any successor custodian and that Copper Financial and the Clearing Firm have separate agreements with you that provide separate sets of rights and obligations between you and the applicable entity.
8. Client understands and agrees various features of the Program are offered or processed through service providers, which may be unaffiliated companies, or affiliates of Copper Financial. Unless otherwise noted, all authority granted to or limitations of the liability of Copper Financial shall include its affiliates, agents, and representatives, as well as any service provider. Client authorizes Copper Financial and its agent or its affiliates acting on behalf of Copper Financial under the Agreements to perform the services contemplated by these Agreements.
9. Client understands Copper Financial and its representatives do not provide tax, accounting, or legal advice. Client acknowledges and agrees they have had the opportunity to seek the advice of their own tax advisor or attorney.
10. Client further understands information concerning the Account with Copper Financial and information concerning the resolution of any dispute between the Client and Copper Financial will be confidential. Client agrees they will not disclose to any third party, other than regulatory or law enforcement officials exercising appropriate jurisdiction, any confidential information. Client agrees Copper Financial is authorized to respond to any subpoena or court order requesting information related to Client's Account. Additionally, Client authorizes Copper Financial to respond to any request for information related to their Account from regulatory or law enforcement officials exercising appropriate jurisdiction.
11. Client acknowledges receipt of the our Customer Relationship Summary ("Form CRS"), which discloses important information about the services provided by Copper Financial and its relationship with you. The Form CRS is available on our Website, by calling us at 888.695.3477 and on the SEC's Investment Adviser Public Disclosure page at [adviserinfo.sec.gov/](https://adviserinfo.sec.gov/).

12. Client understands and agrees that the Advisory Agreement Supplement is effective as of the date it is accepted by Copper Financial and an Account is opened at the Clearing Firm in accordance with Copper Financial's procedures or practices regarding account opening. Collection, review, and processing of the required documentation may delay the acceptance of the Advisory Agreement Supplement.

## 2. CREDIT UNION NETWORKING DISCLOSURE

1. **Client understands and agrees that the services offered by Copper Financial through the Program are:**
  - a. **NOT insured by the National Credit Union Share Insurance Fund (NCUSIF), the NCUA, any government agency, or any other deposit insurance program;**
  - b. **NOT deposits with, obligations of, or guaranteed by the Credit Union or any affiliated entity, or any Program Credit Union;**
  - c. **SUBJECT to investment risk, including possible loss of the principal amount invested; and**
  - d. **Offered through Copper Financial NOT CommunityAmerica Credit Union ("Credit Union") or any unaffiliated Credit Union Copper Financial maintains an agreement with ("Program Credit Union").**
2. I further understand that Copper Financial will receive compensation as a result of the purchase of non-deposit investment products or advisory services by you through Copper Financial. I further understand the Credit Union or the Program Credit Union may receive compensation from Copper Financial if you open an Account with Copper Financial. This compensation creates an incentive for Credit Union or Program Credit Union to refer clients to Copper Financial.
3. You further understand Program Credit Union has contracted with Copper Financial to provide investment products and services to Program Credit Union members. Program Credit Union is not a client of Copper Financial.
4. You agree that the Credit Union, and its affiliated entities, the Program Credit Union and its affiliates, and/or Copper Financial may, where permitted by law, request or exchange personal, financial, credit, or other confidential information regarding Client with others in connection with the creation or operation of my Account. I understand Copper Financial is not responsible for forwarding information to Client concerning the Account if such information is not readily accessible, including information concerning class actions or other issuer, or transfer agent-related matters.

## 3. CLIENT INFORMATION

1. You acknowledge and understand that Copper Financial relies on the Client Information you provide through the Site to provide services in connection with your Account. "Client Information" means all information about you, which may include but is not limited to, information about your identity, date of birth, email address, physical and mailing address, citizenship, financial situation, employment information, and other information you provide, or are asked to provide to us through the Site or otherwise. You also acknowledge and agree that we share some or all of the Client Information with the Clearing Firm, who will use that information subject to the terms and conditions of the Custodial Agreement you have agreed to. You understand Copper Financial and Clearing firm use the Client Information to verify your identity for customer identification and anti-money laundering purposes and to confirm that Copper Financial and Clearing Firm are permitted to provide you with services under applicable United States economic sanctions against various countries, individuals and organizations.
2. Client understands and agrees that if you fail to provide information or documentation to verify your identity your account may not be opened with the Clearing Firm or your Account may be restricted or closed at our sole discretion without advance notice to you.
3. You represent and warrant to Copper Financial that all Client Information you provide is true, accurate, complete, and current and that you are not providing any Client Information for the purpose of impersonating another person or otherwise

misrepresenting your identity to Copper Financial. Client agrees to promptly notify Copper Financial via the Site or by contacting Copper Financial via email or phone or other acceptable means of changes to the Client Information. Client agrees to indemnify and hold Copper Financial and its affiliates harmless from and against any and all losses arising out of or relating to Client's failure to provide true and complete Client Information or to update such information as required.

4. Client understands that the Program is only available to natural persons who are citizens of the United States located in the United States. Client understands that the Agreements will be terminated upon a change in residency or citizenship. By submitting an application to establish an Account you attest that you are a citizen and resident of the United States.
5. Client represents that no individual or entity has an interest in the Account other than you or any other individual disclosed to Copper Financial on the Account application.
6. Client understands that if a correct tax identification number is not provided to us, Client may be subject to backup withholding tax at the appropriate rate on all dividends, interest, and gross proceeds paid to Client. Backup withholding taxes are sent to the IRS and cannot be refunded by Copper Financial or the Clearing Firm. Client further understands that if Client waives tax withholding and fails to pay sufficient estimated taxes to the IRS, Client may be subject to tax penalties.
7. Client understands and agrees to be subject to the Fees outlined in Section 6 Fees of the Advisory Agreement Supplement.

#### 4. CUSTODY AND BROKERAGE SERVICES

1. As noted above, your use of our services under this Agreement requires you to establish an Account and enter into a Custodial Agreement with our Clearing Firm. You cannot choose a different custodian to hold your Account. The Custodial Agreement is between the Clearing Firm and you and pertains to the brokerage services that the Clearing Firm provides as the broker-dealer that holds, carries, and maintains all Underlying Investments in your Account. Under the Custodial Agreement, and subject to its terms and conditions, the Clearing Firm is generally responsible for maintaining and recording transactions in your Underlying Investments (including fractional shares of securities), clearing orders placed by Copper Financial, and providing you with statements and trade confirmation emails, tax reporting, and other information about your Account and transactions in your Account.
2. The Underlying Investments invested in your Account will be held in an account at of our Clearing Firm, which is a qualified custodian. Below is the name and address for our current Clearing Firm:

**Apex Clearing Corporation**  
**350 North St. Paul Street, Suite 1300**  
**Dallas, Texas 75201**

3. You agree that all Holdings held for your Account will be held in the manner indicated in the title of the Account, with all legal and equitable rights and subject to the obligations and conditions that the form of ownership imposes. You represent that no one has an interest in your Account except you or the other natural persons you have disclosed to Copper Financial as part of your application to establish the Account.
4. You also understand our Clearing Firm pays us "payment for order flow" payments based on the orders we route to our Clearing Firm. You understand that Copper Financial routes all orders in your Account to our Clearing Firm for execution regardless of any payments received. We do not direct our Clearing Firm on where orders are further routed for execution. All order routing decisions are made by our Clearing Firm once the order is received from Copper Financial.
5. Client understands Client is responsible for paying all taxes, interest, and penalties imposed by any taxing authority, if any, associated with your Account. This includes, but is not limited to, taxes due on the sale of Underlying Investments or the receipt of dividends in your Account. The Clearing Firm is responsible for withholding or paying to the appropriate taxing authority any amount of taxes it is required to withhold under applicable law. When you withdraw money from your Retirement Account, the Clearing Firm has the obligation to reduce the amount of the distribution by the amount of any mandatory tax withholding as required by law. In addition, for Retirement Accounts you may request that state and/or

federal taxes be withheld from any withdrawal you make from your Retirement Account. Copper Financial is not responsible for the accuracy or timeliness of any tax withholdings effected by the Clearing Firm and is not responsible for any withholding of penalties or interest incurred by you in connection with your obligation to pay taxes associated with your Account.

6. Client understands that Copper Financial or Clearing Firm may place trading, disbursement, servicing, or other restrictions on the Account for reasons including court order, tax levy, or garnishment, request from a government agency, or law enforcement authority, or in the event of a dispute between joint account owners. Client understands that Copper Financial or Clearing Firm may be required to liquidate or close out positions in Underlying Investments in the Account to satisfy any such court order, garnishment, tax levy or other legal obligation. Copper Financial or Clearing Firm will not be held liable for any losses that arise out of or relate to any such transaction and Client agrees to indemnify and hold Copper Financial, the Clearing Firm, and its affiliates harmless from and against any losses they may incur in taking such actions.
7. Client understands and agrees that Copper Financial in its capacity as a broker-dealer does not solicit or recommend securities transactions and is not responsible for determining in its capacity as a broker-dealer that the investments are in the Client's best interest. Client further understands that Copper Financial in its capacity as a broker-dealer does not monitor their Account on an ongoing basis for the purpose of determining if the activity in your Account is in their best interest.
8. Client understands in its capacity as a registered investment adviser Copper Financial places orders with the Clearing Firm to buy, sell or exchange securities or other products in the Account in accordance with the Program as discussed in the Advisory Agreement Supplement. Clients cannot request we place orders in the Client's Account at a specific time. All orders are entered and executed consistent with the discretionary authority granted to us by the Advisory Agreement Supplement.
9. Client understands and agrees that Copper Financial may place aggregated orders for the sale or purchase of securities for the Account with orders for the same security for other clients of Copper Financial. Client understands that when Copper Financial aggregates orders Client will receive the average price per unit of the aggregated trade.
10. Client agrees and understands that dividends paid by issuers of the Underlying Investments will be received in the Client's Account and will be automatically reinvested in the Underlying Investments in the Account. By entering into the Agreement, Client understands and consents to all dividends received in their Account being automatically reinvested pursuant to this policy. Client further understands that dividends are not immediately reinvested after they are received in the Account and Copper Financial and Clearing Firm are not responsible for any missed market gains in the time between when the dividend is received and when it is reinvested.
11. Client understands and agrees that any cash not invested in securities will be invested in an FDIC insured sweep account offered by our Clearing Firm. Client understands they can review the terms and conditions of the FDIC sweep account on our Clearing Firm's website at <https://www.apexclearing.com/disclosures/>. Client understands that if they want to change how their cash within the Account is held they can contact us to request cash be held as a "free credit balance" rather than in the FDIC sweep account.
12. Client understands and agrees Copper Financial may limit the number, type, and allocation percentages of beneficiaries that may be designated on a Retirement Account. Client further understands that Copper Financial may limit the method by which beneficiaries may be designated on a Retirement Account and that Client is subject to the terms and conditions of the Custodial Agreement regarding beneficiaries on Retirement Accounts. Client further understands and agrees that Copper Financial will not be held responsible if a beneficiary is not designated on a Retirement Account.
13. Client understands and agrees Copper Financial may limit the number, type, and allocation percentages of transfer on death ("TOD") beneficiaries that may be designated on a taxable Account (e.g., individual and joint accounts). Client further understands that Copper Financial may limit the method by which TOD beneficiaries may be designated on an Account and that Client is subject to the terms and conditions of the Custodial Agreement regarding TOD beneficiaries on Accounts. Client further understands and agrees that Copper Financial will not be held responsible if a TOD beneficiary is not designated on an Account.
14. Client understands that any beneficiary designated for the Account, including non-US citizens, must have a US-issued Tax ID

prior to the assets being distributed to the beneficiary. Client understands there may be a cost for beneficiaries in obtaining a US-issued Tax ID and the process to obtain one will delay the distribution of the assets to the beneficiaries. Client further understands tax withholdings may apply to all beneficiary distributions and Client should contact a tax professional for more information on tax withholdings.

15. Client understands and agrees that Copper Financial or the Clearing Firm have the right to report, escheat and deliver assets in Client's Account to the state where the Client has reported to Copper Financial they reside if Copper Financial or the Clearing Firm determine that the Client's Account has been abandoned in accordance with applicable state laws. Copper Financial and the Clearing Firm are not liable for any losses incurred as a result of the Client's Account being escheated to the state as required by law.
16. You understand and agree that your name, address, and securities position will be disclosed to the issuer of securities upon request by the Clearing Firm. You understand the issuer would be permitted to use your name and other related information for corporate communications only.
17. Client understands that negative balances representing money owed by you to Copper Financial or the Clearing Firm ("Debit Balances") in your Account may be charged interest in accordance with the Clearing Firm or Copper Financial's rules and policies as disclosed to you. You agree to satisfy, promptly upon demand, any indebtedness, to pay any Debit Balance in your Account, and to satisfy all other outstanding obligations relating to your Account. You acknowledge and agree that we may pay or otherwise settle a Debit Balance in your Account at the Clearing Firm, but that you remain liable and responsible for this amount notwithstanding that such amount may no longer be reflected in your Account at the Clearing Firm and you will remain liable for such amount to Copper Financial until you have paid such amount to us (or the Clearing Firm if so directed by Copper Financial) in full (including any interest). You further acknowledge and agree that Copper Financial or the Clearing Firm will not be required to process any requests for withdrawals of funds from your Account if there is a Debit Balance in the Account or if there are unsettled transactions in your Account. You further understand and agree Copper Financial reserves the right to place sell orders in your Account to cover any Debit Balances without prior notice to you and that you are solely responsible for any tax consequences for any trades placed in your Account by Copper Financial to cover Debit Balances.
18. Client understands they are responsible for knowing about reorganizations related to securities they own in the Account, including but not limited to stock splits and reverse stock splits. Copper Financial is not obligated to notify Client of any such reorganizations but may as a courtesy. If, due to a reorganization, Client sells more shares of a security than they own, or if Client becomes otherwise exposed to risk requiring Copper Financial to take market action in their Account, Client grants Copper Financial the discretion to take the action and acknowledges Copper Financial will not be responsible for any losses Client incurs.
19. Client may direct complaints regarding the handling of my Account to Copper Financial at 9777 Ridge Drive Suite 360, Lenexa, KS 66219, sending an email to [investments@cu.financial](mailto:investments@cu.financial) or by calling 888.695.3477.
20. If Client elects to name a Trusted Contact when establishing the Account, Client authorizes Copper Financial or Clearing Firm to contact the Trusted Contact reported to Copper Financial and disclose Client information to the Client's Trusted Contact about Client's Account to address possible financial exploitation, to confirm the specifics of Client's current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165.
21. FINRA maintains a BrokerCheck program and an investor brochure describing BrokerCheck is available to Client. BrokerCheck can be accessed through FINRA's web site, [www.finra.org](http://www.finra.org), or at the BrokerCheck hotline number: (800) 289-9999.
22. Client understands that Copper Financial is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC protects securities customers of its members up to \$500,000 (including \$100,000 for claims for cash). SIPC protection applies if the brokerage firm fails and does NOT protect my account against declines in value such as those that may result from changes in market conditions. I may obtain additional information regarding SIPC coverage, including a brochure, by contacting SIPC at (202) 371-8300 or visiting [www.sipc.org/](http://www.sipc.org/).



## 5. DEPOSITS AND WITHDRAWALS FROM ACCOUNT

1. You agree and understand that at any time Client may enter instructions through the Site or other means accepted by Copper Financial to transfer cash to or from Client's bank account via Automated Clearing House ("ACH") to their Account with Copper Financial. You agree that, by initiating or directing a deposit or contribution into a Retirement Account, you authorize the bank or other vendor that Copper Financial engages from time to time to facilitate the use of the ACH payment system for the transfer of money to or from the Clearing Firm to request that the financial institution that maintains your bank account transfer the amount of the deposit to the Clearing Firm for deposit in your Account.
2. You understand and agree that you may schedule one-time immediate deposits or contributions, recurring deposits or contributions, or one-time future dated deposits or contributions as permitted only through the Site and that all deposits or contributions initiated through the site must be made via ACH transfer. You understand and agree we or the Clearing Firm can cancel a transfer you initiate into your Account for any reason and without advance notice to you. You understand and agree that we may only permit deposits or contributions be made via an ACH transfer initiated on the Site. You further understand and agree that we may permit deposits or contributions via different methods depending on the type of Account you hold with us.
3. You agree that deposits and contributions, including recurring or future dated transfers, will only be initiated by us on Business Days and that any deposit or contribution that is scheduled to take place on a day other than a Business Day will be initiated on the next available Business Day. "Business Day" means Monday through Friday, excluding days when the New York Stock Exchange or any financial institution involved in the transfer of funds is closed.
4. Client represents and warrants that no funds deposited into or from their Account is derived from, or will be used to promote the conduct of, any unlawful activity. Client further agrees not to deposit or direct the deposit of money into or out of your Account that comes from or will be used to promote the conduct of any crime or other unlawful activity.
5. You agree that, by initiating or directing a deposit or contribution, you authorize the bank, Clearing Firm, or other vendor that Copper Financial engages from time to time to facilitate the use of the ACH payment system for the transfer of money to or from the Clearing Firm or their designated agent (the "ACH Facilitator") to request that the financial institution that maintains your bank account transfer the amount of the deposit to the Clearing Firm for deposit in your Account.
6. You agree and acknowledge that Copper Financial reserves the right to limit your ability to fund any deposit or transfer of money to or from your Account solely by way of ACH transfers to the Clearing Firm. Copper Financial reserves the right to accept investments funded from other sources or other means on a case-by-case basis. The Clearing Firm may, but is not obligated, to accept checks, wires, or other methods to fund your Account. If we or the Clearing Firm determine not to accept a check or other method of deposit from you the check or other items or funds will be returned to you.
7. You understand that credits to your Account resulting from ACH transfers, wire transfers, checks, or other items submitted to the Clearing Firm for your Account that are processed by Clearing Firm will be governed by your Custodial Agreement with the Clearing Firm. You understand and agree that Copper Financial is not liable for any failure to credit your Account for such deposit. You further understand that holds may be placed on your deposits by the Clearing Firm and may result in a delay in deposited funds being invested into the Portfolio you selected.
8. You understand and agree if you transfer positions into your Account from an account held at another financial institution or via journal positions from an existing account held with the Clearing Firm you are providing instructions to us to sell those positions to purchase Underlying Investments based on the Portfolio you selected for the Account.
9. You understand and agree that if your Retirement Account for any calendar year reaches the maximum contribution generally set by the Internal Revenue Service ("IRS") for the relevant type of retirement account and the relevant year (the "Maximum Contribution"), no further contributions will be processed for such Retirement Account for the remainder of such year, unless otherwise agreed by you and Copper Financial. To the extent that a scheduled contribution to your Retirement Account would cause your total annual contribution to exceed the Maximum Contribution, Copper Financial reserves the

right to not process or cancel such scheduled contribution, unless otherwise agreed by you and Copper Financial. In the event that contributions to your Retirement Account for any calendar year are below the Maximum Contribution, you may elect to deposit additional cash into your Retirement Account before year-end, or to make contributions to your Retirement Account following year-end but prior to the due date for your tax return as set by the IRS, to be designated by Copper Financial as counting toward the total annual contribution for the preceding tax year, in either case for a total annual contribution of no more than the Maximum Contribution. You agree that Copper Financial may designate any recurring contributions to your Retirement Account made after year-end as counting towards the Maximum Contribution for the subsequent year, unless otherwise agreed by you and Copper Financial. You agree and acknowledge that such calculations with respect to the Maximum Contribution are provided by Copper Financial for informational purposes only and applied as described above solely for purposes of servicing your Account, and that we shall not be responsible for monitoring any limitations or restrictions that apply under IRS rules and guidance to contributions into your Retirement Account. You further agree and acknowledge that Copper Financial calculates a Client's Maximum Contribution based solely on the Client's age and retirement account type, without considering any other individual circumstances (including any other aspects of the Client Information such as income or tax filing status or modified adjusted gross income), and that such other individual circumstances may result in the maximum contribution applicable to your Retirement Account for any particular year pursuant to IRS rules and guidance to differ from the Maximum Contribution shown on the Site and used with respect to your Retirement Account. Copper Financial may as a courtesy, but is not obligated to, notify you if the Maximum Contribution as calculated by Copper Financial has been exceeded. You understand and agree if the contributions made into your Retirement Account exceed the Maximum Contribution that Copper Financial will not be responsible for any penalties or fees associated with the excess contribution.

10. Where applicable, Copper Financial may obtain information on the balances on your bank accounts from the credit union or other financial institution. You authorize us to ascertain the balance of your bank account prior to facilitation of any contribution or deposit into your Account initiated or otherwise scheduled by you. Client understands and agrees that Copper Financial and our Clearing Firm are not obligated to facilitate the contribution or deposit of funds into your Account for any reason, including if the amount of the deposit into the Account exceeds the balance in the bank account the funds are being transferred from. Copper Financial and our Clearing Firm are not liable for facilitating any contribution or deposit into your Account initiated or otherwise scheduled by you that results in an overdraft or any other fee charged by your financial institution and further are not responsible for facilitating any contribution or deposit that results in your bank account having a negative balance. Client understands and agrees that if they attempt to amend or cancel an ACH transfer request once it has been requested through the Site or by any means accepted by Copper Financial that the request to amend or cancel the ACH may not be honored. Client agrees to indemnify and hold Copper Financial and its affiliates and the Clearing Firm harmless from any losses arising out of or relating to an attempt to amend or cancel an ACH transfer request.
11. Client understands that by making a deposit or contribution into the Account that Client is providing an instruction to purchase Underlying Investments in Client's Account. In the event an ACH is returned or reclaimed, or any other deposit of funds is otherwise reversed or rejected, after the purchases of Underlying Investments have been made, Client understands that Client may not be entitled to the resulting Underlying Investments purchased or funds deposited, nor to any benefits of ownership therefrom. Client understands they will have an obligation to Copper Financial or the Clearing Firm in an amount no less than the amount of the deposit or contribution that was rejected, reclaimed, or otherwise returned and agrees that Copper Financial may liquidate assets in your Account to cover the amount of the returned funds, market loss and any fee assessed for a returned deposit or contribution. Copper Financial may offset losses resulting from an ACH return or any rejected or returned deposit of funds out of any balance in Client's Account. Copper Financial may also offset losses with market gains resulting from any fraudulent activity in Client's Account. Returned ACH deposits or contributions are also subject to any applicable fees charged by the Clearing Firm or Copper Financial. Client understands and agrees that Copper Financial may restrict or close your Account based on returned ACH deposits or contributions at our sole discretion and without advance notice to Client.
12. Copper Financial reserves the right to restrict Client's ability to withdraw funds until such time as it reasonably believes that all deposits, contributions, or other items in Client's account have cleared. Client acknowledges and agrees that the Clearing Firm places a hold on all deposits or contributions received in the account and funds may cause a delay in processing the withdrawal until all holds on deposits have cleared even if funds were available prior to the new deposit being received.



13. Requests for withdrawals will take multiple Business Days to process. On the Business Day after we receive the request depending on the time the request is received we will sell a portion of the Underlying Investments in your account to fund the withdrawal request. After all trades settle (usually within two Business Days after the Underlying Investments in your account are sold), the funds will be distributed from your account and sent to you in the method you request. We will use reasonable efforts to process a withdrawal request the same day the instructions are received. Depending on the timing of when your withdrawal request is received it may not be possible to enter the sell trades and re-allocate the Underlying Investments until the next Business Day due to market cut-off trading times and the time necessary for us to identify and enter the necessary trades. You further acknowledge and agree that you may be limited to how frequently you can initiate a withdrawal request from your Account and Copper Financial reserves the right to reject a withdrawal request if it cannot be honored based on other withdrawal requests in process or if the request will result in an account balance lower than the minimum required to maintain your account.
14. You acknowledge and agree that we Copper Financial may impose a minimum amount that you can request to withdraw from your Account from the Site and that if you need a withdrawal for less than the minimum amount imposed by the Site that you can contact Copper Financial by telephone at 833.605.6681 to request the withdrawal.
15. You acknowledge and agree that, notwithstanding anything in any agreement governing your Account, including this Agreement, to the contrary, you will not be able to request withdrawals, transfers or sales to fund your Account, unless and until you connect a bank account to your Account. Any withdrawal requests you initiate through the Site will be sent to the ACH Facilitator. You agree that, by requesting a withdrawal from your Account, you authorize the ACH Facilitator to request that the Clearing Firm transfer the amount you request (or less if the money remaining in your Account after deducting any fees due) to your bank account. You acknowledge and agree that the Clearing Firm will not initiate a transfer or money or withdrawal until the Business Day after the last applicable sale for such withdrawal has settled and that it may take up to seven to ten Business Days after the Clearing Firm initiates a transfer of money for the proceeds of a withdrawal to arrive in your bank account.
16. You acknowledge and agree that Copper Financial and the Clearing Firm may require additional information from you before effecting any withdrawal request, and that such requested withdrawal may be subject to delay or cancellation in the event that you do not provide the requested information in a timely manner.
17. Your retirement account is intended to constitute a qualified account for tax purposes. If you access the funds held in your retirement account you may trigger a taxable distribution with adverse tax consequences. In addition, if you withdraw the funds in your retirement account before the age of 59 1/2 you may incur IRS penalties in addition to tax liabilities. Copper Financial and our representatives do not provide tax advice. Please consult your tax professional with any questions on the tax consequences of accessing funds from your retirement account.
18. In the event that Copper Financial agrees to allow you to transfer funds to or from your Account through wire transfers, such transfers will be governed by this Section. Copper Financial reserves the right to require that you make requests for any withdrawals from your Account by way of wire transfer in writing outside of the Site. Requesting a transfer of funds via a wire transfer may result in delayed processing. You will be subject to any fees charged by Copper Financial or the Clearing Firm with respect to wire transfers, including ACATs. Each time you request a wire transfer, you are authorizing Copper Financial or the Clearing Firm to withdraw the amount of any requested wire transfer, plus any applicable fees and charges, from your Account and send them to the account you designate. Wire transfers in and out of your Account processed by the Clearing Firm will be governed by the Custodial Agreement. Generally, wire transfer requests will be processed on the Business Day received in good order, provided that such request is received and authenticated by the cut-off time established by Copper Financial or the Clearing Firm. Transfer requests received by Copper Financial or the Clearing Firm after the cut-off time will be treated as received on the following Business Day. Contact Copper Financial for information about cut-off times and authentication procedures. All requests for wire transfers from your Account are subject to such restrictions or conditions as Copper Financial or the Clearing Firm may impose. You do not have the right to cancel or amend a wire transfer request after it has been received by Copper Financial. Wire transfers in U.S. dollars shall be limited to locations in the U.S. If permitted by Copper Financial and the Clearing Firm, wire transfers to locations outside of the U.S. must be sent either in the appropriate foreign currency, or sent in U.S. dollars to a foreign bank's U.S. correspondent bank for forwarding to the foreign bank in the appropriate country, subject in each case to applicable law.

You agree that the payment of a wire transfer request may be made by Copper Financial, the Clearing Firm, or any financial institution used to carry out the wire transfer request on the basis of the identifying number of the account or financial institution provided by you, even if the number identifies a beneficiary or financial institution different from the one named. Copper Financial and the Clearing Firm shall have the right to reject or impose conditions that must be satisfied before it will accept a wire transfer for any reason. The wire transfer may also be rejected by an intermediary or beneficiary bank other than Copper Financial, or the Clearing Firm or by operation of law. If a wire transfer is rejected, Copper Financial shall attempt to notify you of the rejection but is not obligated to do so. Copper Financial shall have no liability or other obligation for a rejected wire transfer request or for any unauthorized wire, except with respect to the error resolution or cancellation rights for certain consumer foreign wire transfers as set forth in the additional disclosures you will receive in connection with any given wire transfer.

Copper Financial shall not be responsible for any delays or mistakes caused by others through whom it transmits funds, whether selected by you or Copper Financial, except with respect to errors involving certain consumer foreign wire transfers to the extent provided for in the applicable disclosure. Copper Financial or the Clearing Firm, may use any means and routes that Copper Financial or the Clearing Firm in their sole discretion may consider suitable for the transmission of funds. You agree that Copper Financial and the Clearing Firm shall not be liable or responsible for any delay or failure to transfer any amount requested because of rules, regulations or policies of the Federal Reserve Board which limit, in the aggregate, the amount Copper Financial, the Clearing Firm, or any financial institution it may use to transfer funds, can transfer from time to time during any banking day; provided, however, that Copper Financial or the Clearing Firm promptly notifies you of any such failure or delay and that Copper Financial or the Clearing Firm arranges to effectuate the transfer as soon as reasonably possible thereafter.

19. You agree to be bound by the National Automated Clearing House Association (“NACHA”) operating rules and any applicable local ACH operating rules. You acknowledge that mismatched, incorrect, or incomplete identifying information regarding a bank account or in payment instructions to make a deposit or contribution may result in an ACH transfer being rejected, lost, posted to an inaccurate account, or returned to the originating bank or credit union without notice to you. You agree that Copper Financial may request and the ACH Facilitator or the Clearing Firm may make ACH transfers for withdrawals solely by reference to the account number of the recipient. None of Copper Financial, its affiliates, or the ACH Facilitator shall be obligated by any provision of this Agreement or any other agreements governing your Account to determine whether there is a discrepancy relating to names or accounts numbers in transfers between your Account and your bank account. You agree to indemnify and hold Copper Financial, its affiliates, Clearing Firm, service providers or vendors harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding your deposits or withdrawals. You agree that processing of ACH transfers for deposits or withdrawals may be delayed for five Business Days or longer. If you believe a transfer has not been properly credited to you, you agree to notify Copper Financial promptly. You agree that money transferred via an ACH transfer may not be reflected in a deposit credited to your Account during periods of ACH processing delays. You agree that, notwithstanding anything to the contrary in any of the Agreements, neither Copper Financial, its affiliates, Clearing Firm, service providers or vendors shall be liable for ACH transfer processing delays, any act or omission of, including without limitation any overdraft or other fee charged by, any financial institution, or for any act or omission of any service provider or vendors of any such financial institution. Any credit to your Account resulting from an ACH transfer associated with a deposit is provisional until the Clearing Firm receives the payment. Without limiting any other rights of Copper Financial to delay a withdrawal or deny a request for a withdrawal, Copper Financial reserves the right to delay or prevent a withdrawal of the proceeds of any deposit pending verification of final payment. If the Clearing Firm does not receive final payment for any deposit or contribution, or if your Account has been credited by mistake, you hereby agree to reimburse the Clearing Firm for such final payment or the amount of such erroneous credit, as applicable, and authorize Copper Financial to liquidate assets in your Account to facilitate such reimbursement. You hereby agree to hold harmless and indemnify Copper Financial for any losses resulting from, or arising out of, such liquidations.
20. Client understands that Copper Financial does not make recommendations regarding the transfer of existing accounts from other Copper Financial accounts or accounts maintained at third-party financial institutions into the Guided Investing Program. Client further understands we do not make recommendations regarding the use of which credit union or bank account you may choose to fund an Account or the amount you choose to deposit into your Account.

21. Client understands that Copper Financial does not make recommendations with respect to rolling over assets in an employee-sponsored retirement plan (“Plan”) to a Retirement Account. Client further understands that Copper Financial may provide education to Client on choices Client may have with regard to a Plan so Client can make an informed decision. If you transfer Plan assets into an IRA with Copper Financial and arrange for Copper Financial to provide services to the Retirement Account in the Program, Client understands that Copper Financial will provide services that are different from the services that they received as a participant in the Plan and that Copper Financial will receive compensation related to the Retirement Account. Client further understands that they may have higher fees and expenses associated with the Retirement Account than on assets held in the Plan. Client agrees that before Client opens a Retirement Account in the Program, Client will review all account agreements and disclosure documents related to the Program and the services to be provided under any new relationship with Copper Financial and to consult with a qualified tax advisor as Client deems appropriate. Additional information on the options of handling money in an employer-sponsored retirement plan and advantages and disadvantages of those options is available at [cu.financial/disclosures](https://www.cu.financial/disclosures).

## 6. FRACTIONAL SHARES

1. You understand the Account will purchase and sell both whole and fractional shares of the Underlying Investments. If fractional shares are traded on behalf of Client understands the Clearing Firm will be allocated any excess fractional shares from the purchase or sell of fractional shares in my Account. You understand that the Clearing Firm may accumulate fractional shares from multiple accounts they custody and buy and sell shares in whole or fractional quantities in accordance with their own policies. You understand that fractional shares are illiquid outside of the Account and cannot be transferred to another brokerage firm. If you attempt to transfer fractional shares to another brokerage firm, you authorize Copper Financial and the Clearing Firm to sell any fractional shares, and the cash proceeds transferred out. You may incur tax consequences when fractional shares are liquidated in your account for any reason. You further understand that all fractional shares are custodied at the Clearing Firm and that the Clearing Firm rounds my fractional share holdings to the fifth decimal place. You understand that dividends received in connection with assets in my Account will be allocated pro rata based on the fractional shares held and you will not receive a dividend if the pro rata amount of such dividend is less than \$0.01. You understand that you may vote your fractional shares. You understand that you may vote your fractional shares and votes cast for fractional shares will be aggregated with other votes cast for shares custodied at Apex for other accounts, and they will be voted to the extent that they total a full share. The remaining fractions will not be voted.

## 7. JOINT ACCOUNTS

1. Client may open an Account for more than one natural person, a “Joint Account” via the Site. Each individual account owner on the Joint Account is deemed an “Account Owner”, collectively “Client”. Client agrees that they will be subject to the Joint Account Agreement of the Clearing Firm. Client understands that Copper Financial only offers Joint Accounts that are registered as Joint Tenants with Rights of Survivorship (“JTWROS”). For JTWROS accounts, upon the death of one Account Owner the entire interest in the account generally goes to the surviving Account Owner(s), on the same terms and conditions. Client is responsible for verifying JTWROS is valid in the Client’s state as laws may vary by state. Client is advised to consult with a tax professional or attorney to learn more about joint accounts and the JTWROS registration and the rights associated with such account types. Client agrees and understands Copper Financial will not assist Client determine if a Joint Account is appropriate for the Client.
2. Client understands the individual Account Owner who initiates the Joint Account application through the Site and who executes the Agreements electronically will be the primary Account Owner on file with Copper Financial and the Clearing Firm. Copper Financial and the Clearing Firm will send tax documents to the primary Account Owner only.
3. By completing the joint application process, each Account Owner agrees that each will be jointly and severally liable for all obligations arising from the operation Account. Each Account Owner agrees that we may rely on instructions and information we obtain from any Account Owner with respect to transfer of funds to and from the Account, Client Information provided, disposition of assets, information provided to Copper Financial for us to make a recommendation to you of an appropriate model in our capacity of a Registered Investment Adviser as discussed in the Advisory Agreement in more detail below, and termination of this Agreement until we receive a revocation of this reliance signed by each of you. If we receive conflicting

instructions from multiple Account Owners, we may, in our sole discretion, refrain from taking action on such instructions until we have a written consent to the proposed action from each of you. At our sole discretion we also reserve the right to require written instructions from one or all Account Owners.

4. In the event of a dispute between or among Account Owners of which we have notice, Copper Financial reserves the right, but is not obligated, to place restrictions on participation in the Program. Client agrees that, on the death or disability of an Account Owner, divorce or marriage of Account Owners, or other events that cause a change in ownership or capacity of an Account Owner, the remaining Account Owner(s) will immediately give Copper Financial written notice of such change in ownership or capacity. Copper Financial is not responsible for the actions of an Account Owner, including for any transfers, payments or other transactions in the Account, made at the direction of a former or now incapacitated Account Owner before Copper Financial received written notice and had a reasonable amount of time to act on such notice. Copper Financial may also request additional information or documentation and reserves the right to retain the Underlying Investments in and/or restrict transactions in the Account as it deems advisable at its sole discretion to protect itself from any losses. Any former Account Owner and the estate of any deceased or incapacitated Account Owner will remain jointly and severally liable for any losses in the Account arising out of or related to transactions initiated before Copper Financial received written notice and had a reasonable amount of time to act on such notice.
5. Copper Financial will not notify each Account Owner of the actions taken by any one Account Owner. Each Account Owner agrees that notices provided to any one Account Owner are effectively a notice to all Account Owners.

## 8. SITE AVAILABILITY AND SECURITY

1. Client understands and agrees that neither the Site or Website will be available at all times. Copper Financial reserves the right to suspend access to the Site without prior notice for scheduled or unscheduled system maintenance. Client also understands that access to the Site, and the ability to access Account Communications, initiate a transfer of money into or out of the Account, or review account activity or other information, may be unavailable due to hardware or software malfunctions, peak demand, or interruptions of the services offered by Copper Financial, the Clearing Firm, or any service provider utilized by Copper Financial to support the Site or Program. Client agrees that neither Copper Financial nor the Clearing Firm shall have liability and Client agrees to hold harmless Copper Financial, the Clearing Firm, and service providers from any losses that result from the Site or any services of the Program being unavailable due to reasonably unforeseeable circumstances.
2. Client understands initial and ongoing access to the Site may only be made available to the Client by first accessing the online banking platform of a Program Credit Union. Client further understands and agrees that the Program Credit Union may establish their own requirements for the Client to maintain access to their online banking platform and the Client is solely responsible for meeting those requirements.
3. Client understands they are solely responsible for securing the username and password used to access the Site. Client agrees to log into the Site on a periodic basis to monitor for unauthorized access to the Site and to immediately notify Copper Financial of any unauthorized access to the Site. Copper Financial, its affiliates, the Clearing Firm, and any service providers used by us to provide the Site or services offered through the Program are not liable to the Client or any other person for claims related to unauthorized activity through the Site.
4. Copper Financial takes reasonable steps to ensure the Site and communications, such as email, are secure and consistent with industry standard security measures. Client understands and agrees that no system is foolproof and we cannot guarantee that such security measures will ensure complete security of the Site and communications from Copper Financial.
5. Client acknowledges and agrees that the internet is not a secure network and that communications sent over the internet, such as email, may be accessed by unauthorized third parties. Copper Financial will not send sensitive or confidential information, including full account numbers, via email. Client agrees to also not send any sensitive information, such as account numbers, social security numbers, or passwords in an unencrypted email to Copper Financial.

6. Client acknowledges and agrees that Copper Financial may monitor and records your use of the Site and any communications between Copper Financial and may use the information obtained for internal purposes or as may be required by applicable law. Any such monitoring and recording will be carried out consistent with our Privacy Policy and Online Privacy Notice.

## 9. PRIVACY AND CLIENT INTERACTIONS

1. Client understands and agrees all information you provide to Copper Financial, including the Client Information, is subject to the terms of the Copper Financial Privacy Policy and Online Privacy Notice, which are available on the Website. By entering into this Agreement, you agree to and acknowledge receipt of the Privacy Policy, which Copper Financial may amend from time to time at its sole discretion by posting new versions on the Website and acknowledge receipt of the Online Privacy Notice. We will notify you of changes to our Privacy Policy.
2. Client understands and agrees that Copper Financial retains and monitors all written communications between Client and Copper Financial and any representative of Copper Financial. Client also agrees to Copper Financial recording and monitoring your telephone calls with representatives of Copper Financial without further notice unless required by law. Client understands Copper Financial is not obligated to record calls from the Client and Copper Financial or its representatives. Client acknowledges that not all telephone lines or calls are recorded by Copper Financial and we do not guarantee that recordings of any particular telephone calls will be retained or capable of being retrieved. Client further understands Copper Financial may use the information for internal purposes or as may be required by applicable law. Any such monitoring and recording will be carried out consistent with our Privacy Policy and Online Privacy Notice.
3. Client also agrees and understands that Copper Financial may contact you using any kind of telecommunications technology. This includes containing you by text messaging systems, automated email systems, or other systems. You agree that Copper Financial may use any telephone numbers or email address you provide to us, from which you last call or email us at which we believe we can reach you. You understand and agree that anyone with access to your telephone or email account may listen to or read the messages Copper Financial leaves or sends to you. You agree that Copper Financial is not liable for anyone accessing those messages. You further agree that Copper Financial will not be liable for any charges you incur in connection with text messages, phone calls, emails, or any other communication we send to you. Client further agrees to notify Copper Financial immediately if you change telephone numbers or are no longer the subscriber or user of a telephone number you gave to us. To withdraw your consent to receive text messages and calls to your cell phone, or to change your contact preferences you must contact us at 833.605.6681 or [digital@cu.financial](mailto:digital@cu.financial). To stop marketing-related emails, you must follow the opt-out instructions provided at the bottom of our marketing emails. Client understands if you opt out of marketing-related emails, Copper Financial will still send emails for certain Account Communications as outlined in the Consent for Electronic Delivery of Documents provision of this Agreement.
4. Client understands it is permitted to analyze, print, store, or copy information made available on Copper Financial's Website or Site for the Client's personal use only. Client will not publish, transmit, or otherwise reproduce this information in any format to any third party without the express written consent of Copper Financial.
5. Client understands that Copper Financial creates a household that will group information on individuals who maintain accounts with Copper Financial ("Household"). Client understands and agrees Copper Financial will automatically create a Household that includes the Client Information and details on the Account for both Account Owners for joint accounts. Client further understands Copper Financial or its representatives may create a Household for more than one individual if they maintain accounts with Copper Financial that are not in the Program. If Client maintains an Account outside of the Program their representative will have discussed the creation of the Household with the client(s). Client understands and agrees that all members of the Household have visibility through the Site to any account maintained by any member of the Household at Copper Financial, including Accounts in the Program or brokerage, advisory or insurance account outside of the Program. Client understands and agrees that all members of the Household can view the account number, value, holdings, and transactions in any account owned by any member of the Household. Client understands and agrees only the legal owner(s) of an account in the Household are authorized to provide instructions related to an account.

## 10. ACCOUNT SUSPENSION

1. You agree that Copper Financial and any of its affiliates or service providers may suspend the provision of services to you under the Agreements or delay, limit, restrict, or refuse any transactions for you that are processed under the Agreements at any time for any length of time without prior written notice if Copper Financial believes in good faith that such suspension or delay is necessary or appropriate: 1) to ensure compliance with, or to avoid violating, any law or regulation applicable to Copper Financial or its affiliates or a transaction relating to your Account; 2) to comply with a request or guidance from a regulatory body or law enforcement agency with jurisdiction over Copper Financial or its affiliates or a transaction relating to your Account; 3) to avoid a loss to Copper Financial or its affiliates, including if your payment of any fees owed by you is 30 days or more overdue, except with respect to charges under reasonable and good faith dispute; 4) to remediate or otherwise to address problems with the technology platform; 5) interruptions in the access to or operations of any technology directly or indirectly used by Copper Financial or its affiliates or service providers in connection with the Site or your Account; 6) to prevent a breach or violation of any term, condition, or other provision of the Agreements; or 7) to obtain from you any additional information Copper Financial deems at its sole discretion is necessary for services to be provided to you pursuant to the Agreements. Notwithstanding anything to the contrary in the Agreements or any applicable supplement or related disclosure, we reserve the right, at any time and without notice, to delay or manage the trading of client orders if we determine it is appropriate and consistent with our obligations under the Agreements or any applicable supplement.

## 11. ACCOUNT TERMINATION

1. You have the right to close your Account and terminate this Agreement at any time by delivering written or verbal notice to us. If you withdraw all funds from your Account we will deem that you have provided notice of your termination of this Agreement. Termination of the Agreement will become effective on the next Business Day following receipt by us of your written notice of termination.
2. Failure to meet the initial minimum account balance outlined in Section 3 Initial and Ongoing Account Requirements of the Advisory Agreement Supplement within 30 days of establishing your Account may result in the termination of the Agreements and closure of your Account.
3. If you terminate your Custodial Agreement or Advisory Agreement Supplement you will be deemed to have simultaneously terminated this Agreement unless otherwise agreed to by Copper Financial or the Clearing Firm.
4. This Agreement may be terminated by us for any reason with 30 days advance written notice to you. If we choose to terminate the Agreements and close your Account we reserve the right to cease billing the asset-based fee and cease trading in your Account at the time we provide written notice that your Agreements are being terminated.
5. If either Copper Financial or you terminate any of the Agreements or the Custodial Agreement, the Clearing Firm will, before closing your Account, settle any purchases or sales pending when we receive a request to close such Account.
6. Termination of the Agreements will not affect your or our liabilities or obligations which arose from transactions initiated prior to our receipt of your written termination notice. Upon actual receipt of notice of termination from you, our obligation to manage your Account in accordance with the Agreements or otherwise advise you with respect to your Account will immediately terminate and we will thereafter act only on your written instructions or those of your duly appointed representative.
7. In the event of your death, we will cease billing and stop rebalancing your account as soon as reasonably possible after we receive notification of the same from a source we find reliable, including but not limited to Credit Union or a Program Credit Union.
8. We may also close your Account or terminate the Agreements if you do not meet the citizenship and residency eligibility requirements established by us or the Clearing Firm.

9. At the time your Account is closed, a full withdrawal of the balance in your Account, or these Agreements are terminated, your account will be charged a final asset-based fee calculated as described in our Guided Investing Wrap Fee Program Brochure (Form ADV Part 2A Appendix 1). Your Account will also be charged any account closing or transfer fees as described in our Brokerage Fee Schedule posted on our website.

## 12. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS

1. Client understands and agrees that your Account and any transactions executed through your Account will at all times be subject to the rules and regulations of the applicable country or other jurisdiction, exchange or market, and its clearing hours, as well as any applicable self-regulatory organization, if any, where the transactions are executed by Copper Financial, the Clearing Firm, or any agents or service providers thereof. You agree to only use your Account in accordance with these rules and regulations.
2. Client understands and agrees that in no event will Copper Financial, its affiliates, service providers, or Clearing Firm be obligated to effect any transaction or activity in the Account we believe would violate any federal or state law, rule, or regulation or the laws of any applicable country or jurisdiction or the rules or regulations of regulatory or self-regulatory body no matter where located. Client further understands and its affiliates, service providers or Clearing Firm may cancel any such transactions or liquidate or repurchase securities purchased or sold in such transactions at your sole expense if such transactions are deemed to have violated, or be in violation of, any of the rules and regulations of any applicable exchange, market, clearing house, or self-regulatory organization or the laws or rules of any applicable country or jurisdiction.
3. Client represents you are in compliance with all applicable legal, tax, and other financial disclosure obligations to which you are subject relating to the Account or Underlying Investments.

## 13. PREDISPUTE ARBITRATION AGREEMENT

1. **To the extent not consistent with applicable law, you agree to submit any dispute you may have with us, any employees or representatives of Copper Financial and any of our affiliated companies and/or their directors, officers, employees and agents to binding arbitration in accordance with the Code of Arbitration Procedure (Code) of the Financial Industry Regulatory Authority ("FINRA") then in effect. You further agree and acknowledge as follows:**
  - a. **You are giving up the right to sue us in court, including the right to a trial by jury, except as provided by the Code. Nevertheless, this Clause does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal securities laws, including but not limited to the Investment Advisers Act of 1940.**
  - b. **Arbitration awards are generally final and binding, and a party's ability to have a court reverse or modify an arbitration award is very limited.**
  - c. **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
  - d. **The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing.**
  - e. **The panel of arbitrators may include arbitrators who were or are affiliated with the securities industry.**
  - f. **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
  - g. **The Code, as now existing or hereafter adopted or amended, governing arbitration proceedings is hereby incorporated into this Agreement.**



2. **Should FINRA decline to accept and administer the arbitration, then all controversies and disputes between us, as provided above, shall be determined by arbitration in accordance with the rules then in effect of the American Arbitration Association.**
3. **You understand and agree that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**
4. **The terms of this predispute arbitration clause will survive the termination of this Agreement.**

## 14. LIMITATION OF LIABILITY AND INDEMNIFICATION

1. To the fullest extent allowed by applicable law, you agree that Copper Financial and its affiliates, officers, directors, employees, representatives, successors, assigns, and authorized agents (collectively, the “Indemnified Parties”) shall not be liable for any expenses, losses, damages, liabilities, demands, charges, and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses, including reasonable attorneys’ fees, relating to investigating or defending any demands, charges, and claims) (“Losses”) by or with respect to this Account, except to the extent that such Losses are actual Losses proven with reasonable certainty, are not speculative, are proven to have been fairly within the contemplation of the parties as of the date the Account was opened, and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from the acts or omissions of Copper Financial or any Indemnified Parties and without limiting the generality of the foregoing, Copper Financial and its Indemnified Parties will not be liable for any indirect, special, incidental, or consequential damages or other similar losses (regardless of whether such damages or other similar losses were reasonably foreseeable). In the event an action or inaction by Copper Financial or an Indemnified Parties results in an error in your Account not otherwise covered by specific error provisions in this Agreement, Copper Financial will generally seek to put you in the economic position you would have been had the error not occurred. In such circumstances, you authorize and direct Copper Financial to move positions purchased or sold in error out of your Account or cash credit to you in error out of your Account to remedy the error. Generally, errors resulting in de minimis losses or gains may not be corrected.
2. Without limiting any other indemnity provision of this Agreement, Copper Financial shall have no liability for you and you agree, to the fullest extent allowed by applicable law, to reimburse, indemnify, and hold Copper Financial and its Indemnified Parties harmless from any Losses that arise out of, are based upon, or result from: (i) your or your agent’s misrepresentation, act, or omission or alleged misrepresentation, act, or omission; (ii) Copper Financial’s following your or your agent’s directions or failing to follow your or their unlawful or unreasonable directions; (iii) any of your actions or the actions of your previous advisers or custodians; (iv) the failure of any person not controlled by Copper Financial (whether selected by you or selected by Copper Financial with reasonable care) to perform any obligations to you; (v) any service provided under the Custodial Agreement, to the extent the Clearing Firm was selected and retained by Copper Financial with reasonable care; and (vi) your failure to provide true, accurate, complete, and current information (including Client Information) or to update Client Information. In the event that any Copper Financial Indemnified Party becomes involved in any capacity in any claim, action, proceeding, or investigation brought by or against any person in connection with any matter arising out of or in connection with this Agreement or your Account (including a breach of this Agreement by you), you agree to periodically (but no less than on a quarterly basis) advance funds to (or reimburse) such Copper Financial Indemnified Party for the legal and other expenses (including the cost of any investigation and preparation) it expects to incur (or has incurred) in connection therewith, provided that such Copper Financial Indemnified Party will promptly repay to you the amount of any such advanced or reimbursed expenses paid to it if it will ultimately be determined by a court having appropriate jurisdiction in a decision that is not subject to appeal that such Copper Financial Indemnified Party is not entitled to be indemnified by you in connection with such action, proceeding, or investigation.
3. Subject to applicable law, neither Copper Financial, nor its Indemnified Parties shall be liable for the acts or omissions of their vendors, contractor, service providers, or other third parties, including but not limited to, the ACH Facilitator or Clearing Firm, provided they are selected and retained with reasonable care.

## 15. LEGAL PROCESS

1. If Copper Financial or any affiliate is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name you as debtor or otherwise, Copper Financial or such affiliate shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that Copper Financial or any affiliate may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to the Clearing Firm or such other party as may be appropriate. You hereby agree to hold harmless and indemnify Copper Financial and its affiliates for any Losses incurred as a result of responding to such legal process or forwarding such legal process to the appropriate entity.
2. If Copper Financial or any affiliate receives written notice from a personal representative, executor, or administrator purporting to represent your estate, Copper Financial or such affiliate shall be entitled to rely on all figures supplied and representations made in such written notice if Copper Financial or such affiliate is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

## 16. FORCE MAJEURE

1. Copper Financial shall not be liable for (i) force majeure or other events beyond the control of Copper Financial, including without limitation any failure, default, or delay in performance resulting, government restrictions, exchange or market rulings or suspension of trading, strikes, failure of common carrier or utility services, severe weather, or breakdown in communications not reasonably within the control of Copper Financial or other causes commonly known as “acts of god”, whether or not any such cause was reasonably foreseeable, or (ii) general market conditions unrelated to any violation of this Agreement by Copper Financial.

## 17. MISCELLANEOUS

1. You acknowledge and agree that this Agreement together with the Advisory Agreement Supplement, any disclosures and representations (the “Agreements”) that you and Copper Financial enter into relating to your Account, as may be amended from time to time in accordance with their respective terms, any procedures established by Copper Financial with respect to the use of your Account, and terms contained on statements and confirmations sent to you by or on behalf of Copper Financial contain the entire understanding between you and Copper Financial concerning the subject matter of this Agreement. This Agreement is in addition to, and in no way restricts or limits, any of the provisions of or rights which you or any of your affiliates may have under any other agreements between you or any of your affiliates and Copper Financial. You acknowledge and agree that this Agreement supersedes any previous agreements with us concerning the subject matter of this Agreement.
2. You acknowledge that if any provision of this Agreement is held unenforceable or invalid under any law, rule, or administrative or judicial order or decision, that holding shall not alter the enforceability or validity of this Agreement’s remaining provisions. Without limiting the foregoing, if any portion of the Arbitration Agreement set forth in Section 13 is invalidated, such invalidation shall not invalidate the remaining portions of the Arbitration Agreement.
3. Headings in this Agreement are descriptive and for convenience only. The headings shall not be construed as altering the scope or the rights and obligations created by this Agreement. Defined terms shall have their assigned meanings wherever used in this Agreement or related supplements, regardless of whether defined in this Agreement or used in the singular or plural. Unless expressly provided otherwise, the word “including” shall be construed as providing examples of a category without limiting such category and shall therefore be construed as if the word “including” were replaced with the phrase “including but not limited to” or “including without limitation”. No course of dealing between you and Copper Financial, nor any delay by Copper Financial in exercising any rights or remedies hereunder, shall be deemed to be a waiver of any such rights or remedies. Any such right or remedy may be exercised as often as Copper Financial may determine at its sole discretion.

4. You represent and warrant that you have the full power and authority to enter into this Agreement. You certify that you are of legal age to enter into contracts in the state where you live. You agree that, when you sign as described above, this Agreement will have been duly authorized and is binding. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Agreement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of the Site, including, but not limited to, deposits, contributions, and withdrawals from your Account, by any person who uses your user Id and password(s).
5. You represent and warrant that no term of this Agreement conflicts with or violates any duty you have under any law, regulation or agreement.
6. Nothing in this Agreement shall be deemed waived or amended without the prior express written consent of Copper Financial executed by a duly authorized representative of Copper Financial.
7. No delay or omission by either you or us to exercise any right with respect to the terms or conditions of this Agreement shall be construed as a waiver. A waiver of any term or terms of this Agreement will not be construed to be a waiver of any other term or terms of this Agreement or of the enforceability of any other term or terms of this Agreement.
8. You may not assign your rights or obligations under this Agreement without the prior written express consent of Copper Financial. Copper Financial may assign any of its rights and obligations under this Agreement to a duly authorized and qualified party with prior written notice to you.
9. Client understands and agrees it is the intention of the parties that ALL disputes between Copper Financial and Client be arbitrated as provided in Section 13 on Page 14. In the unlikely event that a Court or Arbitration Panel with jurisdiction determines that a claim is not subject to arbitration, such disputes between Copper Financial and Client, will be resolved before a competent forum in the state of Missouri, County of Platte and the law of the State of Missouri shall apply to such claims.
10. Client understands that the rights and obligations established by the Agreements shall remain in full force and effect despite any subsequent change of name Client or Copper Financial.
11. To the extent not inconsistent with applicable federal law, this Agreement and any dispute or issue of construction or interpretation regarding this Agreement, whether relating to its execution, validity, or the obligations of the parties, shall be governed and interpreted according to the laws of the State of Missouri, without giving effect to choice of law considerations.

### **Electronic Signature**

**If you want to open an Account and have carefully reviewed this Agreement, including the PREDISPUTE ARBITRATION CLAUSE IN SECTION 13 PAGE 15, click "Submit".**

BY CLICKING "SUBMIT" YOU AGREE TO ENTER INTO THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

# ADVISORY AGREEMENT SUPPLEMENT

## 1. AGREEMENT

1. This Advisory Agreement Supplement is part of your Account Agreement and sets forth the terms and conditions by which Copper Financial administers the Program as defined in Section 2 Program Description below. This Advisory Agreement Supplement governs the investment advisory services that we provide you with respect to Client's participation in the Program and the Account through which you receive such services. The Advisory Agreement Supplement includes the provisions of the Consent to the Electronic Delivery of Documents and Electronic Signature attachment. Unless otherwise defined in this Advisory Agreement Supplement, defined terms have the same meaning as in the Account Agreement. In the event any provision of this Advisory Agreement Supplement conflicts or is inconsistent with any provision of the Account Agreement, the applicable provisions of this Advisory Agreement Supplement shall control for investment advisory services provided to you by us. You agree to be bound by the applicable terms and conditions of this Advisory Agreement Supplement for your Account and you certify that, to the best of your knowledge, the information you have provided to us is complete and correct.
2. By clicking "Submit" or otherwise acknowledging your consent electronically, you agree to enter into and be bound to by the terms and conditions of this Advisory Agreement Supplement. You should not sign this Advisory Agreement Supplement if you have questions about your or Copper Financial's obligations under this Advisory Agreement Supplement. You can contact [digital@cu.financial](mailto:digital@cu.financial) with any questions on the Advisory Agreement Supplement before you sign it. If Client is unwilling to accept this obligation or to be bound by the terms and conditions of the Advisory Agreement Supplement, Client will not submit an application through the Site to become a Client of Copper Financial and/or participate in the Guided Investing wrap fee program.
3. You agree to read and consider this Advisory Agreement Supplement carefully and to contact us to ask any questions you may have before entering into this Advisory Agreement Supplement. Pursuant to the Consent to Electronic Delivery of Documents and Electronic Signature attachment of the Account Agreement and this Advisory Agreement Supplement, submitting the application to establish an Account in the Program has the same legal effect as signing a paper version of this Advisory Agreement Supplement.
4. You further acknowledge that this Advisory Agreement Supplement may be amended from time to time and the amended Advisory Agreement Supplement will be posted on the Site or Website. You agree to review the Site and Website for new versions of this Advisory Agreement Supplement and other Agreements related to your participation in the Program. You agree that by continuing to maintain your Account or use services provided as part of the Program by Copper Financial without objecting in writing after we post a new version of the Advisory Agreement Supplement on the Site or Website you will agree to accept all terms and conditions of any amended Advisory Agreement, including any new or changed terms or conditions. We will notify you when an updated Advisory Agreement Supplement is posted to the Site or Website.
5. By signing the Agreements you are contracting with Copper Financial solely for the purpose of receiving investment advisory services and related brokerage services in our digital Guided Investing wrap fee program (the "Program") from Copper Financial as described below and in our applicable Form ADV Part 2A Appendix 1. By signing the Agreements you are establishing a Guided Investing account ("Account") with Copper Financial. You understand and agree that Copper Financial also acts as a broker-dealer on your Account established under this Agreement but does not make recommendations to you in its capacity as a broker-dealer. All recommendations made pursuant to this agreement are made in its capacity as a registered investment adviser.

6. Client understands and agrees that execution of the Advisory Agreement Supplement and continuation of its terms is contingent upon Client establishing and maintaining an Account pursuant to the Account Agreement. Client further understands that only Underlying Investments managed by Copper Financial pursuant to this Advisory Agreement Supplement may be held in the Account. Client also understands Copper Financial will only purchase or sell Underlying Investments in the Account pursuant to orders or other instructions Copper Financial provides via the Program or in connection with investment advisory services offered by Copper Financial or upon request to withdraw funds from the Account as discussed in Section 5 Deposits and Withdrawals from Account of the Account Agreement.
7. Client understands and agrees that the Advisory Agreement Supplement is effective as of the date it is accepted by Copper Financial and an Account is opened at the Clearing Firm in accordance with Copper Financial's procedures or practices regarding account opening. Collection, review, and processing of the required documentation may delay the acceptance of the Advisory Agreement Supplement.

## 2. PROGRAM DESCRIPTION

1. Copper Financial offers the Guided Investing wrap fee program (the "Program") as a way for Client to access Copper Financial's digital investment advisory services. Clients invest money and access our advisory services, along with brokerage and custody services, for a single fee (a "wrap fee"). To participate in the Program Client must establish an Account with us and our Clearing Firm. When providing services related to the Program we interact with clients primarily through the Site.
2. While the Program is designed to be broadly applicable to many persons, it may not be appropriate for clients already in retirement and drawing down savings, clients with a low or extremely high tolerance for market risk, or clients with complex investment objectives. Clients for whom the Program is inappropriate on account of their particular financial goals or situation, or who are seeking a non-automated investment advisory service on account of their communications preferences or otherwise should instead consider (i) other Copper Financial advisory offerings, or (ii) a standard Copper Financial brokerage account that is outside of the Program offering, in which clients pay commissions per trade. Client must carefully consider the positives and negatives of opening an Account and beginning to invest through the Program based on the disclosures provided in our applicable Form ADV Part 2A Appendix 1 and the terms and conditions set forth in this Advisory Agreement Supplement.
3. The Program is provided for Client's individual and personal use and not for any other purpose. The Program is meant to be a component of Client's overall investment strategy and not Client's sole investment strategy. Moreover, the Program is not under any circumstances intended to provide legal, tax, accounting, or financial planning advice. Client understands and agrees that the Program is only one component that Client may choose to use as part of his or her investment strategy, that Client will carefully consider the costs and benefits before relying exclusively on the Program and, except as otherwise provided for in this Agreement, that Copper Financial will not be liable for any decisions or actions that Client takes or authorizes third parties to take on Client's behalf based on Client Information and other information provided through the Program. Client also understands and agrees that as the Program is electronic in nature, it is not appropriate for clients with a preference for personal communications or with limited or no access to technology.
4. By signing the Agreements you are contracting with Copper Financial solely for the purpose of receiving investment advisory services and related brokerage services in the Program from Copper Financial as described below and in our applicable Form ADV Part 2A Appendix 1.
5. Through the Site, we gather information from you regarding your current financial status, investment objective, time horizon, and attitude toward risk (the "Risk Questionnaire") and generate a score that will be used by us to make a recommendation of an investment portfolio ("Portfolio") in our capacity as a registered investment adviser. Client understands our recommendation to you is based solely on your responses to the Risk Questionnaire and is not based on any other information you provide in your application to open the Account or on any of your other financial circumstances that are not addressed in the Risk Questionnaire or your application. Client further understands if there are discrepancies between Client's responses to the Risk Questionnaire and information provided on your application, the responses to the Risk Questionnaire will be relied upon for the recommendation Copper Financial makes to you.

6. Client understands and agrees Copper Financial will recommend to the Client an appropriate Portfolio based solely on the Client's responses to the Risk Questionnaire. Each Portfolio is tied to one of six asset allocation categories. Based on the score you receive on the Risk Questionnaire, a recommended Portfolio ("Recommended Portfolio") will be provided to you through the Site. Client further understands and agrees that if you do not believe the Recommended Portfolio is appropriate for you, you can update your responses to the Questionnaire.
7. Client understands and agrees you are not limited to the selecting the Recommended Portfolio, and may, at the time you receive the Recommended Portfolio select a Portfolio that is more aggressive by one asset allocation category or less aggressive by one asset allocation category than the Recommended Portfolio. Client understands and agrees that there may only be one alternative Portfolio available if the Recommended Portfolio was the most aggressive or the least aggressive asset allocation category. Client understands and agrees if they select a Portfolio other than the Recommended Portfolio that they will be deviating from the recommendation made by us based on Client's responses to the Risk Questionnaire.
8. Client understands and agrees the current allocation of holdings the Recommended Portfolio is available to you in the Site at the time the Portfolio is presented and Client agrees they will review the allocation prior to selecting the Portfolio. Client understands and agrees that the allocation of the Recommended Portfolio will change at the sole discretion of the Strategist who makes all decision about the allocation of the Underlying Investments in the Portfolio.
9. Client understands and agrees that the Portfolios available through the Program invest exclusively in exchange-traded funds ("ETFs"). Client further understands the Portfolios are managed by a third-party investment manager selected by Copper Financial (the "Strategist"). The Strategist makes the determination of which Underlying Investments will be used and the weighting of each Underlying Investment for each Portfolio.
10. Client understands each Portfolio has a target percentage allocation of a specific asset type, such as stocks, bonds, and cash, and the specific allocation determined by the Strategist for each Portfolio can vary by plus or minus five percent (5%) at the discretion of the Strategist.
11. Client understands and agrees Copper Financial reserves the right to change, at its sole discretion from time to time and without prior notice to Clients: 1) the number of Portfolios available through the Program that we deem necessary to make recommendations to investors through the Program; 2) the Strategist(s) utilized to manage the Portfolios; and 3) the types of Underlying Investments available within each of the Portfolios. These changes may, at times, have a material impact on the advice provided through the Program. In some cases, these changes may cause unforeseen consequences with the provision of the advice provided through the Program. Use of the Program and the Site is subject to such risks, and Client's execution of this Advisory Agreement Supplement constitutes Client's acknowledgment and acceptance of such risks.
12. You may impose reasonable investment restrictions on the management of your Account by contacting us at 833.605.6681 or [digital@cu.financial](mailto:digital@cu.financial). The decision as to whether an investment restriction is reasonable is solely that of Copper Financial. Copper Financial may, in its discretion, hold the amount that would have been invested in the restricted security in cash, invest in substitute securities, or invest it on a pro rata basis across the other securities in the Portfolio that are not restricted. Clients understand that the performance of an Account with restrictions will differ from, and may be worse than, the performance of an Account without restrictions. Additionally, on an annual basis, Copper Financial will contact Client by email to initiate a review of Client's Account (the "Annual Contact"). The Annual Contact is designed to confirm that the Client Information has not changed or, if it has, whether another service would be more appropriate for Client, and that Client does not wish to modify any restrictions imposed on Account investments or modify existing restrictions. Client understands and acknowledges that if he or she does not respond to the Annual Contact within the specified period and/or supply updated Client Information, Copper Financial may assume, based on the principle of negative consent, that there are no changes to Client Information and that, as a result, no changes to the management of Client's Account should otherwise be made. However, if Copper Financial considers such contact to be inadequate based on Client's regular non-participation in Annual Contact, concludes that the Program is no longer in the Client's best interest, or otherwise determines that it cannot, for business, regulatory, or other reasons continue offering the Program to Client, Copper Financial may, at its sole and absolute discretion, terminate Client's Account and this Advisory Agreement Supplement in accordance with its terms.

13. Client agrees and irrevocably appoints Copper Financial with the necessary power as their true and lawful attorney-in-fact, to the extent permitted by law, for the limited purpose of carrying out its responsibilities of the Advisory Agreement Supplement.
14. Client understands once a Portfolio is selected, transactions will be executed in your Account in accordance with the selected Portfolio's target allocation as determined by the Strategist. You agree that by initiating, authorizing, or directing a deposit into your Account, you authorize Copper Financial to place orders with the Clearing Firm on your behalf for the Underlying Investments that comprise your selected Portfolio at the time and in the amounts calculated by us such that the resulting Underlying Investments in your Account after settlement of such purchases will approximate your selected Portfolio.
15. Client authorizes Copper Financial to rebalance, from time to time, your Account. Copper Financial will calculate the purchases and sales based on automated analysis of your Account holdings relative to the Portfolio you selected. Client agrees that we may modify at any time the manner in which, or the frequency with which, Copper Financial calculates, generates, and enters orders with the Clearing Firm to rebalance your Account. Client understands and agrees that changes, particularly volatile changes, in the market price of the Underlying Investments in your Portfolio relative to each other may prevent us from successfully entering trades in the Underlying Investments to make your Account's Underlying Investments more closely aligned with the Portfolio you selected.
16. Client understands and agrees that when a withdrawal request is pending a portion or all of your Account will not be eligible for rebalancing.
17. Notwithstanding anything to the contrary in any documentation associated with the Program and your Account, you agree that we shall be under no duty to, and makes no guarantee that it will, rebalance the assets in your Account or purchase or sell any Underlying Investments at any particular time or within any particular time of Copper Financial receiving notice from the Strategist in a change in the Underlying Investments or the allocation of Underlying Investments in the account.
18. You authorize Copper Financial to invest dividends generated by the Underlying Investments in accordance with the allocation of the Portfolio selected. Dividends are invested as part of the rebalancing process.
19. Client understands that in order to permit sufficient time to ensure the transfer of assets into your Account have been successfully completed, Copper Financial will typically wait at least one Business Day after the Clearing Firm credits the applicable deposit of cash in your Account to generate and place the orders for such purchases. Client understands the timing of the trades to buy the Underlying Investments will be based on the types of securities you transferred into your Account that need to be sold. For accounts funded solely with exchange-listed securities the sales of those securities will typically happen the same day we enter the orders to purchase the Underlying Investments. For accounts funded with a transfer of mutual funds or bonds, whether in whole or in part, there will typically be a one-Business Day delay between when those securities are sold and when the Underlying Investments are purchased. Copper Financial reserves the right to delay purchases of Underlying Investments funded by the transfer in of securities until the sales are fully settled and the cash from the sales of the securities is credited to your Account.
20. Client understands and agrees that requests for withdrawals will take multiple Business Days to process. On the first Business Day we will sell a portion of the Underlying Investments in your Account to fund the withdrawal request. After all trades settle (usually within two Business Days after the Underlying Investments in your Account are sold), the funds will be distributed from your Account and sent to you in the method you request. We will use reasonable efforts to process a withdrawal request the same day the instructions are received. Depending on the timing of when your withdrawal request is received it may not be possible to enter the sell trades and re-allocate the Underlying Investments until the next Business Day due to market cut-off trading times and the time necessary for us to identify and enter the necessary trades.
21. Client further agrees that, by requesting a withdrawal or transfer of funds from your Account, you authorize Copper Financial to place orders with the Clearing Firm on your behalf to sell Underlying Investments in your Account at the time(s) and in amounts calculated by Copper Financial's trading system such that the resulting Underlying Investments in your Advisory Account after settlement of such sales will be more closely aligned with the Portfolio you selected.



22. Client understands and agrees that in the event that you request to withdraw or transfer the entire balance of your Account market changes between the time you initiate the withdrawal or transfer request and the time it is completed will impact the value of your Account's balance such that it may be lower than when you initiated such request.
23. Client understands Section 5 Deposits and Withdrawals from the Account of the Account Agreement applies equally to the Advisory Agreement Supplement and by entering into the Advisory Agreement Supplement is bound to the provisions of Section 5 regarding deposits and withdrawals in the Account, including, but not limited to, the requirement to comply with all NACHA operating rules and applicable local ACH operating rules.
24. Client understands and agrees that by participating in the Program you we do not provide investment advice to you outside of the Site. Representatives of Copper Financial are available to answer questions about the Program, but client understands such support is solely educational in nature. Client understands and agrees that any representatives of Copper Financial are not authorized to provide investment advice with regard to the Account in the Program or whether it is in your best interests to participate in the Program.
25. Client understands and agrees that if the Client has other advisory, brokerage, or insurance accounts with Copper Financial outside of accounts within the Program, your assigned Copper Financial representative is not permitted to provide advice to you related to your Account in the Program.
26. Client understands the Program is only intended to provide you with investment advisory services for the assets invested in your Account based on the responses provided in the Questionnaire. Client understands we provide ongoing management of the Portfolio selected for your Account to ensure the Underlying Investments stay within the Portfolio you set forth at the time you completed the Questionnaire and any account restrictions or any modified Questionnaire or account restrictions accepted by Copper Financial after the Account is established. Client understands and agrees it is the Client's responsibility to review your overall financial situation to determine if investing in the Program is appropriate for you. Client further understands the advice provided by Copper Financial through the Program do not consider any other assets, liabilities, or goals maintained outside of the Program.
27. Client acknowledges receipt of the Guided Investing Wrap Fee Program Brochure (Form ADV Part 2A Appendix 1), which contains a description of certain policies and procedures applicable to Copper Financial in connection with the Program. Client further understands and agrees the Guided Investing Wrap Fee Program Brochure (Form ADV Part 2A Appendix 1) contains disclosures and additional information concerning brokerage practices, risk factors, and potential conflicts of interest, all of which may be amended from time to time subject to law, and any supplements to the Brochure which provide information about the educational background, business experience, and any disciplinary history of individuals who provide advisory services through the Program.
28. Client acknowledges receipt of the Copper Financial Customer Relationship Summary ("Form CRS"), which discloses important information about the services provided by Copper Financial and its relationship with you. The Guided Investing Wrap Fee Program Brochure (Form ADV Part 2A Appendix 1) and Form CRS are available on our Website and on the SEC's Investment Adviser Public Disclosure page at [adviserinfo.sec.gov/](https://adviserinfo.sec.gov/).
29. Client understands that the Guided Investing Wrap Fee Program Brochure (Form ADV Part 2A Appendix 1) available on our Website contains additional information on the Program, including a description of the conflicts that exist related to the Program. Client agrees they have received the Form ADV Part 2A Appendix 1 and will read and agrees and understands the information provided in the Form ADV Part 2A Appendix 1.
30. Client understands that Copper Financial and Strategist performs for other clients services similar to those that will be provided to Client through the Program, as well as other types of investment advisory-related services. Those other clients may take actions and receive advice that may differ from the advice given, or in the timing and nature of the action taken, with respect to Client through the Program. Copper Financial, Strategist, and their respective affiliates and associated persons will not have any obligation to make or refrain from making for Client purchases, sales, or transfers, as applicable, of any investment that may be purchased or sold on behalf of any other client. Transactions in any specific investment may be executed at different times and prices for different client advisory account(s).

### 3. INITIAL AND ONGOING ACCOUNT REQUIREMENTS

1. Client understands the Program requires an initial minimum account balance of \$200 to open the Account with Copper Financial and your account will not be invested until at least \$200 has been invested in the account. At our sole discretion we can change the required account minimums without advance notice to you.
2. Client further understands Copper Financial at its sole discretion may waive or lower the account minimum requirement including but not limited to, in connection with both promotional efforts and advisory services offered to both current and former employees and independent contractors of Copper Financial, its affiliates, or a Program Credit Union.
3. Client understands additional deposits into an Account must be a minimum of \$25. Client understands and agrees the Account must maintain a minimum account balance of \$150. Copper Financial reserves the right at our sole discretion to waive or change the ongoing minimum account balance and the minimum additional deposit amount. The Agreement and Advisory Agreement Supplement may be terminated at our sole discretion with notice to you if the Client does not meet the ongoing account minimum requirement. Client understands and agrees if the value of their Account falls below the account minimum Copper Financial may first terminate the Advisory Agreement Supplement and cease charging the asset-based fee, withdraws its discretionary authority discussed in Section 4 Discretionary Authority, rebalancing or entering any trades in the Account without prior authorization from the Client, and providing any advice on the Underlying Investments. Client further understands if Copper Financial terminates the Agreement and Advisory Agreement Supplement they will be required to withdraw the remaining balance of the Account or transfer the Underlying Investments to another financial institution.
4. You understand if you make a subsequent investment in your account that is relatively small compared to your account balance the subsequent investment may not be immediately invested in the Underlying Investments. At our discretion, we may delay rebalancing your account to invest the small investment if holding the subsequent investment in cash keeps your account in line with the allocation of the Underlying Investments provided by the Strategist for the model you are invested in.
5. Client understands and agrees that contributions to a Traditional or Roth IRA account may not be invested and held as cash in the account in order to cover the annual IRA maintenance fee. Client also understands and agrees that Underlying Investments may be sold at any time to cover the annual IRA maintenance fee.
6. Client understands and agrees the Client is responsible for the reviewing the Agreements in their entirety, reviewing the disclosures, Customer Relationship Summary, Guided Investing Wrap Fee Program Brochure (ADV Part 2A Appendix 1), the information in the Site on the Portfolios available in the Program, and any additional information or disclosure provided by Copper Financial to you about the Program.
7. Client understands and agrees they are solely responsible for selecting the Portfolio to be invested in within the Account and Copper financial shall not have authority or discretion to select a Portfolio for the Account. Client also understands and agrees the Client is solely responsible for directing and monitoring transferring money or other acceptable assets into and out of the Account.
8. Client understands they are responsible for understanding how changes to the Client's financial situation, time horizon, investment objectives, or other Client Information may change their responses to the Risk Questionnaire. Client understands they may change the selected Portfolio at any time by revising their responses to the Risk Questionnaire through the Site or in any manner acceptable by Copper Financial to generate an updated recommended Portfolio. Client understands and agrees if the Client changes the Portfolio in their Account Copper Financial will enter orders to purchase and sell Underlying Investments in the Account to bring the Account in line with the new Portfolio.
9. Client understands Copper Financial monitors answers to the Risk Questionnaire at the time the Account is open and on an ongoing basis after the Account is open. Copper Financial reserves the right to refuse the Client from selecting a Portfolio

other than the recommended Portfolio or a change in the Client's Portfolio from a previously selected Portfolio based on the Client Information provided by the Client or any serious inconsistencies in the responses to the Risk Questionnaire that Copper Financial at its sole discretion may indicate the selected Portfolio is not in the Client's best interest.

10. You understand and agree if you make a full withdrawal of the value of your Account and at a later date deposit funds into the same Account you will automatically be invested in the same Portfolio your Account was invested in at the time you took the full withdrawal. As noted in Section 9 below, if you take a full withdrawal from your account and do not re-deposit funds into the same Account within 30 days we will deem you have provided us written notice of your intent to terminate the Agreements and close your Account.

#### 4. DISCRETIONARY AUTHORITY

1. Client understands Strategists are solely responsible for selecting the Underlying Investments for each Portfolio. By executing this Advisory Agreement Supplement you authorize us to place orders for transactions in the Underlying Investments in your Account without prior consultation with, or ratification by, you for buying and selling Underlying Investments in your Account as necessary to implement any changes the Strategists may make to the Underlying Investments in your Portfolio, for rebalancing your Underlying Investments in accordance with changes proposed by the Strategists and for selling or redeeming Underlying Investment shares to pay our fees described more fully below. We will determine the amount and timing of all transactions subject to our discretionary authority. Client understands and agrees that this Authorization shall inure to the benefit of our successors and permitted assigns.
2. You understand and agree if you transfer positions into your Account from an account held at another financial institution or via journal positions from an existing account held with the Clearing Firm you are granting us discretionary authority to sell those positions to purchase Underlying Investments based on the Portfolio you selected for the Account.
3. Other than as discussed in Section 6 Fees below, you do not grant discretionary authority to withdraw or transfer assets from your Account, except as authorized by you.

#### 5. VOTING PROXIES

1. Copper Financial does not vote proxies on Underlying Investments in your Account. You are responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by you shall be voted and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Underlying Investments.

#### 6. FEES

1. You agree to pay us an asset-based "wrap" fee ("Program Fee") for our investment advice and related services. The Program Fee is 0.25%. We reserve the right to increase the Program Fee with 30 days advance written notice to you.
2. Our Program Fee is payable monthly in arrears based on the average daily balance of your Underlying Investments held in your Account during the subject month. Fees will begin accruing in your Account on the first day we begin trading in your Account. The Program Fee will cover, among other things, commissions, mark ups or mark downs incurred by effecting transactions in your Account, clearing, custody and account related costs, platform technology costs, accounting costs, supervisory review of your account and ongoing monitoring of and changes to Portfolios. Our Program Fee will be applied to cash balances in your Account.
3. Our Program Fee does not include or cover transfer fees, taxes, fees and or taxes assessed by state and federal governments or agencies thereof, fees related to electronic funds transfers and wire transfers, checks, annual IRA account maintenance fees, outgoing account transfer fees and other account closing fees. The full list of the applicable fees can be found within the Brokerage Fee Schedule maintained at [cu.financial](https://www.cu.financial).

4. Our Program Fee does not cover the SEC Fee and FINRA Trading Activity Fee mandated by our regulators. Client understands the Program Fee does not cover the internal expense ratios (or similar type fees) charged to ETFs held in your Account. These ETFs charge their own internal management and other fees or expenses. These internal fees and expenses are deducted from the ETF's net asset value and are paid by the ETF's shareholders or equity investors, which would include your Account in the Program. Client understands and agrees information regarding these fees can be found in the prospectus of each ETF included in the Portfolios, which may be obtained by visiting [www.ishares.com/us](http://www.ishares.com/us).
5. You direct us to invoice our Clearing Firm with custody of your Account for our monthly Program Fee. You authorize the Clearing Firm to deduct the amount of our fee from one or more of your Accounts held by the Clearing Firm and to remit the fee to us. If there is not sufficient cash or cash equivalents in your Account(s) held at the Clearing Firm to pay our Program Fee when due, we will instruct the Clearing Firm to liquidate sufficient Underlying Investments in your Account(s), to cover the amount of our fee. This may result in tax consequences to you.
6. Client understands that the Program is intended to have frequent trading based on the management of the selected Portfolio and that the asset-based fee may not be appropriate for individuals looking to make few or infrequent low-dollar investments. Client further understands that the asset-based fee may be greater than the aggregate costs of separately purchasing the securities in the Portfolio and the services offered through the Program.
7. Copper Financial at its sole discretion may waive or rebate the asset-based fee, in whole or in part, including but not limited to, in connection with both promotional efforts and advisory services offered to both current and former employees and independent contractors of Copper Financial, its affiliates, or a Program Credit Union.
8. See our Guided Investing Wrap Fee Program Brochure (Form ADV Part 2A, Appendix 1) available on our Website for additional information on the fees assessed on your Account.

## 7. PERFORMANCE REPORTS

1. On a quarterly basis you will receive holding and performance reports directly from us. You understand and agree the performance reports are delivered electronically via posting to the Site. These reports may include lists or summaries of your Underlying Investments. Client understands these reports are provided for informational purposes and as a courtesy to our clients. We believe the data provided on the holdings report is reliable, but the accuracy and completeness of the information is not guaranteed and has not been verified by us. The data in the holdings report is a compilation of information from various sources (for example, the Clearing Firm). In the event of any discrepancy, the statement you receive directly from the Clearing Firm maintaining your Account is the official record of your holdings and the valuations on those statements shall prevail.

## 8. INVESTMENT RISKS

1. Client understands that we give no guarantee as to the investment results you will experience in your Account and cannot assure you that the objectives of the Portfolio you select will be realized. Accordingly, except as otherwise provided by law, you understand that the investment and market risks associated with your Account are risks borne solely by you and not by us. The federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith. Nothing in this Advisory Agreement Supplement will waive or limit any rights that you may have under those laws.
2. Client understands and agrees that if the assets in your Account constitute only a portion of your assets, we will not be responsible for any of your assets not covered by this Advisory Agreement Supplement or the proper diversification of those other assets.
3. Client understands investing in securities involves risk of loss and client understands and agrees they are prepared to bear

such losses. Client further understands that investment performance of any kind can never be predicted or guaranteed and the value of your Account will fluctuate due to market conditions and other factors. Client understands past performance does not guarantee future performance results.

4. Client understands the services provided under this Advisory Agreement Supplement, including the Recommended Portfolio, are highly reliant on the accuracy of the Client Information you provide through the Site. If you provide inaccurate information, this could materially impact the quality and applicability of the advice you receive through the Program. Further, you understand that the Recommended Portfolio focuses exclusively on the responses to the Risk Questionnaire to obtain information on your investment time horizon, investment objectives, risk tolerance, and emergency reserves in recommending a Recommended Portfolio. There are many other components of Client Information that are not currently considered by Copper Financial when making a recommendation, including but not limited to income, liquid net worth, employment status, and age. If you believe that there is additional information relating to your investment objectives and financial circumstances that should be considered to inform the investment advice and recommendations the Program provides, this may not be the appropriate program for you.
5. Client understands by participating in the Program you may lose opportunities to make other investments and to realize gains from such other investments.
6. Client understands data provided by Copper Financial may not be free from error or inaccuracies.
7. Client understands the Guided Investing Wrap Fee Program Brochure (ADV Part 2A Appendix 1) contains additional information on investment risks and the Client agrees to review such information prior to entering into this Advisory Agreement Supplement.

## 9. ACCOUNT TERMINATION

1. You have the right to close your Account and terminate this Advisory Agreement Supplement at any time by delivering written or verbal notice to us. If you withdraw all funds from your Account, we will deem that you have provided notice of your termination of this Advisory Agreement Supplement. Termination of the Advisory Agreement Supplement will become effective on the next Business Day following receipt by us of your notice of termination.
2. Failure to meet the initial minimum account balance outlined in Section 3 Initial and Ongoing Account Requirements above within 30 days of establishing your Account may result in the termination of the Agreements and closure of your Account without notice to you.
3. If you terminate your Custodial Agreement or Account Agreement you will be deemed to have simultaneously terminated this Advisory Agreement Supplement unless otherwise agreed to by Copper Financial or the Clearing Firm.
4. This Agreement may be terminated by us for any reason with 30 days advance written notice to you. If we choose to terminate the Advisory Agreement Supplement and close your Account we reserve the right to cease billing the asset-based fee and cease trading in your Account at the time we provide written notice that your Advisory Agreement Supplements are being terminated.
5. If either Copper Financial or you terminate the Advisory Agreement Supplement, the Clearing Firm will, before closing your Account, settle any purchases or sales pending when we receive a request to close such Account.
6. Termination of the Advisory Agreement Supplement will not affect your or our liabilities or obligations which arose from transactions initiated prior to our receipt of your written termination notice. Upon actual receipt of notice of termination from you, our obligation to actively manage your Account in accordance with the Advisory Agreement Supplement or otherwise advise you with respect to your Account will immediately terminate and we will thereafter act only on your written instructions or those of your duly appointed representative.

7. Upon receipt of notice of your death from a reliable source, including but not limited to Credit Union or Program Credit Union, we will cease billing and stop trading in your Account.
8. If you wish to terminate your Guided Investing Advisory Agreement but not liquidate your holdings, we will require you to transfer your holdings to a new or existing non-advisory account with our Clearing Firm or to a different custodian you select.
9. We may also close your Account or terminate the Advisory Agreement Supplement if you do not meet the citizenship and residency eligibility requirements established by us or the Clearing Firm.
10. At the time your Account is closed, a full withdrawal of the balance in your Account, or the Advisory Agreement Supplement is terminated, your account will be charged a final asset-based fee calculated as described in of our Guided Investing Wrap Fee Program Brochure (Form ADV Part 2A Appendix 1). Your Account will also be charged any account closing or transfer fees as described in our Brokerage Fee Schedule posted on our Website.
11. Without limiting any other rights Copper Financial may have in this regard, upon termination by either party, Copper Financial may transfer the assets from your Advisory Account to a brokerage account or otherwise hold your Underlying Investments on a non-discretionary basis pending further action by you or Copper Financial subject to the terms of the Account Agreement or this Advisory Agreement Supplement as applicable.

## 10. PREDISPUTE ARBITRATION AGREEMENT

1. **To the extent not consistent with applicable law, you agree to submit any dispute you may have with us, any employees or representatives of Copper Financial and any of our affiliated companies and/or their directors, officers, employees and agents to binding arbitration in accordance with the Code of Arbitration Procedure (Code) of the Financial Industry Regulatory Authority ("FINRA") then in effect. You further agree and acknowledge as follows:**
  - a. **You are giving up the right to sue us in court, including the right to a trial by jury, except as provided by the Code. Nevertheless, this Clause does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal securities laws, including but not limited to the Investment Advisers Act of 1940.**
  - b. **Arbitration awards are generally final and binding, and a party's ability to have a court reverse or modify an arbitration award is very limited.**
  - c. **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
  - d. **The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing.**
  - e. **The panel of arbitrators may include arbitrators who were or are affiliated with the securities industry.**
  - f. **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
  - g. **The Code, as now existing or hereafter adopted or amended, governing arbitration proceedings is hereby incorporated into this Agreement.**
2. **Should FINRA decline to accept and administer the arbitration, then all controversies and disputes between us, as provided above, shall be determined by arbitration in accordance with the rules then in effect of the American Arbitration Association.**

3. **You understand and agree that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**
4. **The terms of this predispute arbitration clause will survive the termination of this Agreement.**

## 11. LIMITATION OF LIABILITY AND INDEMNIFICATION

1. To the fullest extent allowed by applicable law, you agree that Copper Financial and its affiliates, officers, directors, employees, representatives, successors, assigns, and authorized agents (collectively, the “Indemnified Parties”) shall not be liable for any expenses, losses, damages, liabilities, charges, demands, and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses including reasonable attorneys’ fees, relating to investigating or defending and demands, charges or claims) (“Losses”) by or with respect to this Account, except to the extent that such Losses are actual losses proven with reasonable certainty, are not speculative, are proven to have been fairly within the intent of the parties as of the date the Account was opened, and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from the acts or omissions of Copper Financial or any Indemnified Parties and without limiting the generality of the foregoing, Copper Financial and its Indemnified Parties will not be liable for any indirect, special, incidental, or consequential damages or other similar losses regardless of whether such damages or other similar losses were reasonably foreseeable.
2. In the event an action or inaction by Copper Financial or an Indemnified Party results in an error in your Account not otherwise covered by specific error provisions in this Advisory Agreement Supplement, Copper Financial will generally seek to put you in the economic position you would have been in had the error not occurred. In such circumstances, you authorize and instruct Copper Financial to move positions purchased or sold in error out of your Account or cash credited to you in error out of your Account to remedy the error. Generally, errors resulting in de minimis losses or gains will not be corrected.
3. Without limiting any other indemnity provision of this Agreement, Copper Financial shall have no liability for you and you agree, to the fullest extent allowed by applicable law, to reimburse, indemnify, and hold Copper Financial and its Indemnified Parties harmless from any Losses that arise out of, are based upon, or result from: (i) your or your agent’s misrepresentation, act, or omission or alleged misrepresentation, act, or omission; (ii) Copper Financial’s following your or your agent’s directions or failing to follow your or their unlawful or unreasonable directions; (iii) any of your actions or the actions of your previous advisers or custodians; (iv) the failure of any person not controlled by Copper Financial (whether selected by you or selected by Copper Financial with reasonable care) to perform any obligations to you; (v) any service provided under the Custodial Agreement, to the extent the Clearing Firm was selected and retained by Copper Financial with reasonable care; and (vi) your failure to provide true, accurate, complete, and current information (including Client Information) or to update Client Information. In the event that any Copper Financial Indemnified Party becomes involved in any capacity in any claim, action, proceeding, or investigation brought by or against any person in connection with any matter arising out of or in connection with this Advisory Agreement Supplement or your Account (including a breach of this Advisory Agreement Supplement by you), you agree to periodically (but no less than on a quarterly basis) advance funds to (or reimburse) such Copper Financial Indemnified Party for the legal and other expenses (including the cost of any investigation and preparation) it expects to incur (or has incurred) in connection therewith, provided that such Copper Financial Indemnified Party will promptly repay to you the amount of any such advanced or reimbursed expenses paid to it if it will ultimately be determined by a court having appropriate jurisdiction in a decision that is not subject to appeal that such Copper Financial Indemnified Party is not entitled to be indemnified by you in connection with such action, proceeding, or investigation.
4. Subject to applicable law, neither Copper Financial, nor its Indemnified Parties shall be liable for the acts or omissions of their vendors, contractor, service providers, or other third parties, including but not limited to, the ACH Facilitator or Clearing Firm, provided they are selected and retained with reasonable care.



## 12. MISCELLANEOUS

1. Nothing in this Advisory Agreement Supplement shall be deemed waived or amended without the prior express written consent of Copper Financial executed by a duly authorized representative of Copper Financial.
2. No delay or omission by either you or us to exercise any right with respect to the terms or conditions of this Advisory Agreement Supplement shall be construed as a waiver. A waiver of any term or terms of this Advisory Agreement Supplement will not be construed to be a waiver of any other term or terms of this Advisory Agreement Supplement Agreement or of the enforceability of any other term or terms of this Advisory Agreement Supplement.
3. You may not assign your rights or obligations under this Advisory Agreement Supplement without the prior written express consent of Copper Financial. Copper Financial may not assign (as defined within the Investment Advisers Act of 1940, as amended) its rights or obligations under this Advisory Agreement Supplement without your consent, provided however that you will be deemed to have consented to an assignment if you do not object to such assignment within 30 calendar days of being notified through the Site or by email of any intent of Copper Financial to assign such rights or obligations. You further agree that any reorganization, restructuring or other transaction affecting the ownership of Copper Financial will not be deemed an assignment as defined within the Investment Advisers Act of 1940, as amended, so long as any such reorganization, restructuring or transaction does not result in a change in control or management. Similarly, you agree that Copper Financial's engagement or replacement of the Strategist and other service providers or vendors related to the Program (whether affiliated with Copper Financial or third parties) does not result in an assignment of this Advisory Agreement Supplement.
12. You acknowledge and agree that this Advisory Agreement Supplement may be amended from time to time in accordance with their respective terms, any procedures established by Copper Financial with respect to the use of your Account, and terms contained on statements and confirmations sent to you by or on behalf of Copper Financial contain the entire understanding between you and Copper Financial concerning the subject matter of this Advisory Agreement Supplement. This Advisory Agreement Supplement is in addition to, and in no way restricts or limits, any of the provisions of or rights which you or any of your affiliates may have under any other agreements between you or any of your affiliates and Copper Financial. You acknowledge and agree that this Advisory Agreement Supplement supersedes any previous agreements with Copper Financial concerning the subject matter of this Advisory Agreement Supplement.
13. You acknowledge that if any provision of this Agreement is held unenforceable or invalid under any law, rule, or administrative or judicial order or decision, that holding shall not alter the enforceability or validity of this Advisory Agreement Supplement's remaining provisions. Without limiting the foregoing, if any portion of the Arbitration Agreement set forth in Section 10 is invalidated, such invalidation shall not invalidate the remaining portions of the Arbitration Agreement.
14. Headings in this Advisory Agreement Supplement are descriptive and for convenience only. The headings shall not be construed as altering the scope or the rights and obligations created by this Advisory Agreement Supplement. Defined terms shall have their assigned meanings wherever used in this Advisory Agreement Supplement or the Account Agreement, regardless of whether defined in the Advisory Agreement Supplement or used in the singular or plural. Unless expressly provided otherwise, the word "including" shall be construed as providing examples of a category without limiting such category and shall therefore be construed as if the word "including" were replaced with the phrase "including but not limited to" or "including without limitation". No course of dealing between you and Copper Financial, nor any delay by Copper Financial in exercising any rights or remedies hereunder, shall be deemed to be a waiver of any such rights or remedies. Any such right or remedy may be exercised as often as Copper Financial may determine at its sole discretion.
15. You represent and warrant that you have the full power and authority to enter into this Advisory Agreement Supplement. You certify that you are of legal age to enter into contracts in the state where you live. You agree that, when you sign as described above, this Advisory Agreement Supplement will have been duly authorized and is binding. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Advisory Agreement Supplement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of the Site, including, but not limited to, deposits, contributions, and withdrawals from your Account, by any person who uses your user Id and password(s).

16. You represent and warrant that no term of this Advisory Agreement Supplement conflicts with or violates any duty you have under any law, regulation or agreement.
17. You understand and agrees it is the intention of the parties that ALL disputes between Copper Financial and Client be arbitrated as provided in Section 10 on page 27. In the unlikely event that a Court or Arbitration Panel with jurisdiction determines that a claim is not subject to arbitration, such disputes between Copper Financial and Client, will be resolved before a competent forum in the state of Missouri, County of Platte and the law of the State of Missouri shall apply to such claims.
18. Client understands that the rights and obligations established by the Advisory Agreement Supplement shall remain in full force and effect despite any subsequent change of name Client or Copper Financial.
19. Client agrees to furnish us with all documents, authorizations or powers of attorney, as may be required for us to carry out our obligations under this Advisory Agreement Supplement. Client agrees that we may rely upon the accuracy of information provided to us by you or someone you authorize acting on your behalf, without further investigation.
20. To the extent not inconsistent with applicable federal law, this Advisory Agreement Supplement and any dispute or issue of construction or interpretation regarding this Advisory Agreement Supplement, whether relating to its execution, validity, or the obligations of the parties, shall be governed and interpreted according to the laws of the State of Missouri, without giving effect to choice of law considerations.

#### **Electronic Signature**

**If you want to open an Account and have carefully reviewed this Agreement, including the PREDISPUTE ARBITRATION CLAUSE IN SECTION 10 PAGE 28, click "Submit".**

BY CLICKING "SUBMIT" YOU AGREE TO ENTER INTO THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

# ATTACHMENT

## CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS AND ELECTRONIC SIGNATURE

### 1. CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

1. Copper Financial serves Client as a digital-based investment adviser when providing investment advisory services under the Advisory Agreement. Copper Financial serves Client as a digital-based broker-dealer when providing brokerage services under the Account Agreement. By establishing an Account and agreeing to the terms and conditions of these Agreements you agree to receive all communications from Copper Financial and the Clearing Firm electronically on the Site or by email. By agreeing to electronic delivery Client is giving informed consent to electronic delivery of all Account Communications. Account Communications includes, but is not limited to, account statements, trade confirmations, tax documents (e.g., Form 1099), prospectuses, proxy solicitations, privacy policy, notices, disclosures, regulatory disclosures, including but not limited to the Customer Relationship Summary, Advisory Brochure (i.e., Form ADV), and amendments to the Agreements.
2. Client may revoke or restrict consent to electronic delivery of Account Communications at any time, subject to the terms of the Account Agreement and Advisory Agreement, by notifying Copper Financial in writing or by phone of the intention to revoke consent to electronic delivery. Client also has the right to request paper delivery of any Account Communication that the law requires Copper Financial or the Clearing Firm to provide Client in paper form. Client understands that failure to keep a valid email address on file with Copper Financial will be deemed a revocation of your consent for electronic delivery and Client will be charged any fees to deliver Account Communications in paper form. Client understands that if Client revokes or restricts consent to electronic delivery of Account Communications or request paper delivery, Copper Financial, at our discretion, may charge Client a reasonable service fee for the delivery of Account Communications that would otherwise be delivered electronically, restrict the Account, or close the Account and terminate access to the Program.
3. Copper Financial will deliver Account Communications by email or by making them available on the Site. If required by law, Copper Financial will notify Client by email when Account Communications are posted on the Site. All email notifications will be sent to the Client's email address on file with Copper Financial. Client is responsible for maintaining a valid email address and the required hardware or software to receive, read, and send email. Client is also responsible for notifying Copper Financial if the Client's email address changes.
4. You understand and agree that Copper Financial and the Clearing Firm will have met their respective delivery requirements for Account Communications provided to me through posting the Account Communications to the Site or, when required by law, delivery to the email address on file. You understand it is your obligation to monitor the Site for new or amended Account Communications. You also understand that electronic versions of Account Communications may only be available for a certain period of time and that it is your responsibility to save a copy of the Account Communications to a different location if you wish to retain the Account Communication for longer than it is made available to you through the Site. You further understand that you will be required to have internet access, a valid email address, and Adobe PDF to access certain Account Communications and that a free version of Adobe® can be found online.
5. Client agrees to promptly and carefully review all Account Communications when delivered and if Client objects to the information provide Copper Financial notice within five (5) days of delivery. Copper Financial and Clearing Firm are entitled to treat such information as accurate and conclusive unless Client objects via email within five (5) days of delivery.
6. Client agrees that any potential costs they incur to access the Account Communications delivered electronically are the sole responsibility of the Client. Examples of such costs may include, but are not limited to, charges from internet access providers or telephone companies. Copper Financial does not charge additional fees for Clients to receive Account

Communications via electronic delivery.

7. The consent for electronic delivery of Account Communications will be effective immediately upon entering into the Agreements and remain in effect unless and until either Client, Copper Financial, or the Clearing Firm revoke it. Client understands that it may take up to five (5) Business Days to process a revocation of consent to electronic delivery and Client may continue to receive electronic delivery of Account Communications in the interim.
8. By entering into the Agreements, Client agrees that Client has read the above information regarding informed consent and fully understands the conditions and implications thereof.

## 2. ELECTRONIC SIGNATURE

1. Client understands by providing an electronic signature on the application to establish the Account by clicking a button indicating an electronic signature, entering Client's name in a signature field, or entering an electronic signature in any other manner prescribed by Copper Financial on the Site, is valid evidence of consent to be legally bound by these Agreements and has the same legal effect as signing a paper version of the Agreements. Further, Client understands and agrees that by providing an electronic signature Client agrees to be legally bound by any other documents relating to the Program or any services provided by Copper Financial pursuant to the Agreements.
2. Client agrees the use of an electronic version of documents to establish the Account fully satisfies any requirement that they be provided to Client in writing. Client acknowledges that Client may access and retain a record of the documents the Client signs electronically.
3. Client understands that an electronically stored copy of the Agreements is considered to be the true, complete, valid, authentic, and enforceable record of the Agreements, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and signed in printed form. Client agrees not to attest the admissibility or enforcement of Copper Financial's electronically stored copy of the Agreements in any proceeding arising out of the terms and conditions to the Agreements.
4. Client understands and agrees by submitting the application and signing the Agreements electronically on the Site that Client has the proper authorization to submit on behalf of any additional account owners and that any additional account owners have knowledge of and has approved the application to open a joint account.
5. Client understands by submitting the application and signing the Agreements electronically on the Site that Client agrees to the ongoing use of electronic signature as Client provides ongoing instructions related to their Account through the Site. These instructions include, but are not limited to, the designation of beneficiaries on an Account and instructions to transfer funds to and/or from the Account.

# ATTACHMENT

## BUSINESS CONTINUITY PLAN

### 1. INTRODUCTION

1. Copper Financial has developed a Business Continuity Plan (“BCP”) for how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our BCP.

### 2. CONTACTING US

2. If after a significant business disruption you cannot contact us as you usually do at 888.695.3477 or [investments@cu.financial](mailto:investments@cu.financial), you should call our alternative number at 833.811.0787. You can also visit [cu.financial](http://cu.financial) for updates. If you cannot access us through either of these means you should contact our clearing firm, Apex Clearing Corporation, at [www.apexclearing.com](http://www.apexclearing.com) or 214.765.1009 for instructions on how it may provide access to funds and securities, enter orders, cash and security transfer transactions, etc. For direct accounts not held at Apex Clearing Corporation, you should contact the insurance carrier, mutual fund company, or other direct business provider using the contact information on your account statement or their website.

### 3. OUR BUSINESS CONTINUITY PLAN

1. We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm’s books and records, and allowing our customers to transact business. In short, our BCP is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.
2. Our BCP addresses: data backup and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.
3. We back up our important records in a geographically separate area. While every emergency situation poses unique problems based on internal and external factors, such as time of day and the severity of the disruption our objective is to restore our own operations and be able to complete existing transactions and accept new transactions and payments as soon as possible. Your orders and requests for funds and securities could be delayed during this period.

### 4. OUR BUSINESS CONTINUITY PLAN

1. Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. We will assess the scope and severity of the business disruption and determine if it is necessary to move our operations to an alternative location and work to restore business operations as soon as possible. In any situation, we plan to continue conducting business, transfer operations to our clearing firm if necessary, and notify you through our website [cu.financial](http://cu.financial) or our customer emergency number, 888.695.3477 or 833.811.0787 on how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer’s prompt access to their funds and securities.

### 5. FOR MORE INFORMATION

1. If you have questions about our BCP, you can contact us at 888.695.3477 or [investments@cu.financial](mailto:investments@cu.financial).