

# **BETTERMENT CLIENT AGREEMENTS (SUPPLEMENTARY SERVICES ONLY)**

EFFECTIVE AS OF APRIL 3, 2019

This document compiles assorted agreements and representations that establish and govern the relationship between Betterment and clients that (i) have not previously entered into an advisory agreement with Betterment LLC or an agreement with Betterment Securities and opened an account with Betterment LLC and Betterment Securities and (ii) wish to receive only Supplementary Services from Betterment.

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## BETTERMENT LLC ADVISORY AGREEMENT

*THIS AGREEMENT WAS AMENDED APRIL 3, 2019. THE AMENDMENTS HEREIN ARE EFFECTIVE AS OF APRIL 3, 2019.*

This Advisory Agreement is entered into by Betterment LLC (“Betterment”), an SEC Registered Investment Adviser and “Client” (as defined below). Client is contracting with Betterment to participate in Betterment’s investment management wrap fee program (the “Program” as defined below).

1. *Introduction.* By signing this Agreement, you are representing and agreeing that you have read it carefully and understood its terms, including the arbitration clause located at Section 34. You should not sign this Agreement if you have any questions about your obligations under this Agreement, the services that Betterment is agreeing to provide, or the limitations of those services. If you do have questions, please contact us at [support@betterment.com](mailto:support@betterment.com) prior to signing this Agreement, and our representatives will assist you. You should retain this agreement for future reference.

Client and Betterment understand and agree that certain investment advisory services provided by Betterment are related to certain brokerage services provided by Betterment Securities (as defined below). Accordingly, Client and Betterment understand and agree that the rights and protections granted to Betterment under this Advisory Agreement are integrated with all rights and protections granted to Betterment by Client under the Brokerage Agreement (as it is defined below) that concern Client’s relationship with Betterment (“Integrated Rights”) and shall extend to this Advisory Agreement and govern aspects of Client’s relationship with Betterment. In the case of some Integrated Rights the text of this Advisory Agreement may contain its own similar terms and conditions and in the case of other Integrated Rights, the text of this Advisory Agreement does not contain its own similar terms and conditions. Whether the text of this Advisory Agreement contains similar terms or conditions to an Integrated Right shall not be interpreted to limit the extension and applicability of any Integrated Right to this Advisory Agreement.

Client further understands and agrees that while Betterment and Betterment Securities are affiliated entities under common ownership and closely cooperate, they are separate entities and are not responsible for the obligations, acts, or omissions of one another. Accordingly, Betterment will not indemnify or be held responsible by Client for the obligations, acts, or omissions of Betterment Securities.

Client understands and agrees that, together with the Integrated Rights, the terms and conditions of this Advisory Agreement govern all aspects of Client’s relationship with Betterment, including all transactions between Betterment and Client and all products and services now or in the future offered through Betterment, beginning on the date Client begins participation in the Program (as it is defined below).

**AS SET FORTH IN SECTION 34 BELOW, THIS ADVISORY AGREEMENT INCLUDES AN ARBITRATION CLAUSE. BY ENTERING INTO THIS ADVISORY AGREEMENT, CLIENT**

**ACKNOWLEDGES THAT THE PARTIES TO THIS ADVISORY AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO LITIGATE OR ARBITRATE ON A CLASS BASIS.** By entering into this Advisory Agreement, Client also acknowledges receipt of the Betterment Privacy Policy (available on the “Website”, as it is defined below).

Particular features or portfolios may have additional in-Application disclosures. Client agrees to review these disclosures before enabling the feature or electing the portfolio. If Client avails itself of additional services provided by Betterment that require Client to agree to specific terms and conditions electronically (through clicks or other actions) or otherwise, such terms and conditions will be deemed an amendment and will be incorporated into and made part of this Advisory Agreement. Betterment reserves the right to modify or terminate this Advisory Agreement at any time. Up-to-date information about the service contemplated by this Advisory Agreement will be provided via the Website. Client agrees to consult the Advisory Agreement information on the Website regularly.

If Client is unwilling to accept this obligation or to be bound by the terms and conditions of this Advisory Agreement, Client will not submit an Application (as it is defined below) to become a Client of Betterment and participate in the Program. Betterment and Betterment Securities reserve the right to decline any Application or to terminate any Account at any time and for any reason, in their sole discretion.

Various features of the Program are offered or processed through service providers, which may be unaffiliated companies, or affiliates of Betterment. Unless otherwise noted, all authority granted to or limitations of liability of Betterment shall include its agents and representatives and any service provider, including Betterment Securities (for certain brokerage and transactional services integrated with the Program). Client authorizes Betterment and its agents or its affiliates acting on behalf of Betterment under this Advisory Agreement to perform the services contemplated by this Advisory Agreement.

CLIENT WILL CAREFULLY READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS ADVISORY AGREEMENT BEFORE ENTERING ELECTRONIC SIGNATURE. IF CLIENT HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS ADVISORY AGREEMENT CLIENT WILL ADDRESS THEM WITH BETTERMENT BEFORE AGREEING TO IT. CLIENT UNDERSTANDS THAT CLICKING OR TYPING CLIENT’S NAME IN THE ELECTRONIC SIGNATURE FIELD IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS ADVISORY AGREEMENT AND CLIENT WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE LOCATED AT SECTION 34. CLIENT UNDERSTANDS THAT THIS ADVISORY AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY BETTERMENT, WITH REVISED TERMS POSTED ON THE WEBSITE. CLIENT AGREES TO CHECK THE WEBSITE FOR UPDATES TO THIS ADVISORY AGREEMENT. CLIENT UNDERSTANDS THAT BY CONTINUING TO PARTICIPATE IN THE PROGRAM AND MAINTAIN A SECURITIES BROKERAGE ACCOUNT WITHOUT OBJECTING TO REVISED TERMS OF THIS

ADVISORY AGREEMENT, CLIENT IS ACCEPTING THE TERMS OF THE REVISED ADVISORY AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.

2. **DEFINITIONS.** The terms set forth below have the following meanings as used in this Advisory Agreement:

**Access Device.** A computer, a personal digital assistant ("PDA"), television, telephone, or any other communications device, including any software Client uses on such device whether Betterment or Betterment Securities provides it to Client or otherwise, that enables Client to access and use the Program through any means, including the World Wide Web, the Internet, any wireless connection or any other computer or telephonic network.

**Account.** The brokerage account at Betterment Securities established in Client's name alone, in Client's name together with others, or in which Client has beneficial interest if the Account is an IRA, the Assets belonging to which are managed through the Program. For the avoidance of doubt, a 401(k) account in which Client participates through Betterment for Business shall not be an Account.

**Account Balance Threshold.** The minimum balance that a Client must invest across all Accounts to access the Betterment Premium plan is \$100,000. The Accounts of all Clients in a Household will be considered in the aggregate in determining whether the Account Balance Threshold has been satisfied. Betterment may, in its sole discretion, reduce or waive the Account Balance Threshold.

**Account Communications.** All communications to Client from Betterment or Betterment Securities that relate to the Account, the Program, or, more generally, Client's relationship with Betterment or Betterment Securities.

**Account Holder.** The natural person, corporation, partnership, trustee, custodian, or other entity in whose name the Account is opened. The singular of Account Holder where appropriate shall include the plural. For purposes of IRAs, Account Holder shall be the Custodian, as defined in the IRA Custodial Agreement, for the benefit of Client. For purposes of trusts, Account Holder shall not include the beneficiaries of the trusts.

**Advisory Agreement.** This Advisory Agreement, for Client to participate in the Program as offered by Betterment for the purpose of receiving investment advisory and other services provided by Betterment and other investment management services from outside parties which Betterment shall arrange to provide for Client, as it may be amended from time to time.

**Allocation.** Each portfolio is associated with a target allocation of investment types and/or asset classes.

**Application.** The application Client prepares and submits within the "Sign Up" section of the Website for the purpose of becoming a client of Betterment and opening an Account with Betterment Securities, and as part of which Client consents to the

terms and conditions of this Advisory Agreement. Application includes all information provided by Client to Betterment and Betterment Securities in connection with the opening or maintenance of the Account, and any later applications submitted by Client to Betterment Securities for additional services or account features.

**Assets.** Assets include cash, stocks, bonds, mutual funds, exchange traded funds, money market funds, and other financial instruments and related contracts, whether certificated or uncertificated and whether for present or future delivery, and all rights and entitlements thereto. This definition includes the securities and other property and the proceeds thereof currently or in the future held, carried or maintained by Betterment Securities or any of its affiliates, in the possession or control of Betterment Securities, in the possession or control of any such affiliate, or in the possession or control of any such agent for any purpose, in and for any of Client's current or future Accounts, including any Account in which Client has a beneficial interest

**Betterment.** Betterment LLC, a Securities and Exchange Commission Registered Investment Advisor located at 61 West 23<sup>rd</sup> Street, 4<sup>th</sup> Floor, New York, NY 10010. Also Betterment's officers, directors, employees, representatives, successors, assigns, and authorized agents. Betterment, its agents, service providers, or its affiliates acting on behalf of Betterment under the Advisory Agreement are authorized to perform the services contemplated by the Advisory Agreement. For purposes of this Advisory Agreement, references to affiliates of Betterment include their respective officers, directors, employees, representatives, agents, successors, and assigns.

**Betterment Advisor Network.** The matching service to a dedicated third-party investment advisor that Betterment offers to Clients.

**Betterment Digital plan.** The Betterment Digital plan includes the advisory services described in Section 10(A) of this Agreement.

**Betterment Premium plan.** The Betterment Premium plan includes the advisory services provided through the Betterment Digital plan plus the non-discretionary financial planning services described in Section 10(B) of this Agreement.

**Betterment Securities.** MTG, LLC, a FINRA member Broker-Dealer located at 61 West 23<sup>rd</sup> Street, 4<sup>th</sup> floor, New York, NY, 10010, doing business as Betterment Securities. Also Betterment Securities' officers, directors, employees, representatives, successors, assigns, and authorized agents. Betterment Securities, its agents, service providers, or its affiliates acting on behalf of Betterment Securities under the Brokerage Agreement are authorized to perform the services contemplated by the Brokerage Agreement. For purposes of this Advisory Agreement or the Brokerage Agreement, references to affiliates of Betterment Securities include their respective officers, directors, employees, representatives, agents, successors, and assigns.

**Betterment Trading Hours.** Time periods between 10:00 AM to 4:00 PM Eastern Time during Market Hours.

**Brokerage Agreement.** The Brokerage Agreement between Client and Betterment Securities, which Client agrees to enter into and abide by as a condition of participating in the Program, as it may be amended from time to time.

**Business Day.** Monday through Friday, excluding U.S. stock exchange holidays. Although Betterment Securities may conduct business on U.S. stock exchange holidays, bank holidays are not considered Business Days for purposes relating to ACH transactions.

**Client.** The individuals, corporations, or other entities who are the Account Holder or who own a legal or beneficial interest in an Account if the Account is an IRA. For avoidance of doubt, the beneficiary of a trust is not a Client.

**Client Representative.** If the Client is an entity, the trustee, agent, representative, or nominee of that entity.

**Fiduciary.** A person or entity authorized to give instructions with respect to an Account on behalf of beneficial owners of the Account, including a Uniform Gifts to Minors Act or Uniform Transfer to Minors Act custodian, a trustee, conservator, guardian, representative, administrator, executor, attorney-in-fact, or an investment adviser. A Fiduciary is bound by the provisions of this Advisory Agreement to the same extent as the beneficial owners of the Account.

**Financial Consultant.** A person affiliated with Betterment who offers Supplementary Services to Clients who have elected to participate in the Betterment Premium plan or who otherwise receive Supplementary Services offered by Betterment from time to time.

**FINRA.** The Financial Industry Regulatory Authority, of which Betterment Securities is a member firm. Where the context requires, FINRA also refers to any other FINRA affiliate or division such as FINRA Dispute Resolution.

**Goal.** A savings goal of the Account established by Client through and described in the Interface as a “goal.” Clients may establish one or more Goals of the Account, with the maximum number of allowable Goals being restricted by the Interface. If Client has not taken steps to identify any such goal, then the Account shall be treated as having one Goal that is either untitled or given a default title by Betterment.

**Household.** A grouping of Clients that Betterment will treat as a single unit for the purposes of Wrap Fee calculations and advisory services. All the Clients in a Household typically must reside at the same physical address or share a joint account, although Betterment may waive this requirement.

**Interface.** The collection of tools, features, adjustments, inputs, and other controls within the Website which are provided to establish and manage the Account and access services provided through the Program.

**Investment Strategy.** A Client-specified target Investment Style and Asset Allocation for a particular goal.

**Investment Style.** A set of investment principles designed to pursue a stated financial objective.

**Losses.** Any and all loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense, or fee (including attorneys' fees and costs of collection) of any nature whatsoever, and claims therefore.

**Market Hours.** The open hours of the New York Stock Exchange, generally 9:30 AM to 4:00 PM Eastern Time on Business Days.

**Password.** Any authentication device (including alphanumeric codes) associated with Client's User ID that Betterment and/or Betterment Securities require for access to the Account (or certain Account features) or services provided through the Program, Website, and/or Interface.

**Products.** The investment products held in Accounts through the Program. Products may, but will not necessarily, include any of the following: exchange-traded funds ("ETFs"), mutual funds, other similar equity related index funds, stocks, bonds, money market funds, U.S. treasury funds, cash sweep accounts, and other liquid cash and cash-like vehicles.

**Program.** The discretionary and non-discretionary investment advisory services provided by Betterment, as described below in Section 0. Also the brokerage, financial, and other services that Betterment Securities may offer and other investment management services from outside parties, which Betterment shall arrange to provide for Client.

**Supplementary Services.** The non-discretionary investment advisory services described in Section 10 that Betterment offers to Clients who participate in the Program, meet the Account Balance Threshold, and have elected to participate in the Betterment Premium plan, as well as other Clients who are offered such Supplementary Services.

**Third-Party Advisor.** Any third-party advisor that Betterment matches Client with as part of the Betterment Advisor Network program. If Third-Party Advisor is an entity, Client understands that Third-Party Advisor may constitute multiple persons, as Third-Party Advisor may outline in the separate written agreement between Third-Party Advisor and Client.

**User ID.** The alphanumeric code that uniquely identifies Client for purposes of the Program.

**Website.** World Wide Web sites and mobile applications operated by Betterment; including [www.betterment.com](http://www.betterment.com), through which the Program is administered and, among other things, the Account is established, accessed, and managed by the Client, and Account related information is made available. The Interface is part of the Website.

3. *Terms and Conditions.* This Advisory Agreement sets forth the terms and conditions governing the Program, including the relationship between Betterment and Client concerning certain Assets and transactions that are maintained, as described below, in the Account that is managed under the Program via the Website. The provisions in this Advisory Agreement are in addition to any other agreements Client has entered into with Betterment and Betterment Securities to establish advisory services and brokerage accounts.
4. *True and Accurate Information; Ownership.* Information Client has provided on the Application is incorporated into this Advisory Agreement. Client attests that such information, and any other information provided to Betterment in connection with the services contemplated by this Advisory Agreement, is current, accurate, truthful, and complete. Unless otherwise required by this Advisory Agreement, Client agrees to promptly notify Betterment via the Interface of any change to the information, but in any event within thirty days of such change. Client agrees to indemnify and hold Betterment and its affiliates harmless from and against any and all Losses arising out of or relating to Client's failure to provide true and accurate information on the Application or to update such information as required. Client further represents that no one else has an interest in the Account except Client and any other person that Client has previously disclosed to Betterment through the Application, Interface, or otherwise in a manner specified by Betterment.
5. *Service Not Available Outside the United States or to Non-Resident Aliens.* The products and services provided under the Program by Betterment, Betterment Securities, and the Website are not being offered to, and are generally not available to, anyone located outside the 50 U.S. states, including U.S. citizens residing or working abroad. Betterment makes no representation or warranty regarding its compliance with local laws in foreign jurisdictions, or regarding the appropriateness of the Website's content or its compliance with such local laws. Client agrees to terminate this Advisory Agreement upon a change in residency that would make client ineligible to receive the products and services provided under the Program. Betterment does not offer the Program to non-resident aliens who require a Form W-8 for tax-withholding. Client's inability to access the Website in certain foreign countries could result in Client's inability to access the services provided through the Program, the Account, or to provide information and preferences regarding the Account. Client agrees to indemnify and hold Betterment and its affiliates harmless from and against any and all Losses arising out of, relating to, or incurred as a result of the unavailability of the Website from foreign countries.
6. *Method of Communication; Client Obligation to Check Website.* Client agrees that the primary method of Betterment's communication with Client in connection with Program services other than Supplementary Services will be by posting information on servers accessible from the Website and, to the extent required by law, sending Client a notice that directs Client to the Website from which the information can be read and printed. Client understands that Betterment reserves the right, however, to post Account Communications on the Website without providing notice to Client, send Account

Communications to Client's postal or electronic mail address of record or to another Access Device Client has registered with Betterment or Betterment Securities. Client agrees to check the Interface regularly, as Client may have no other means of knowing that information and Account Communications have been delivered to Client. For any Client receiving Supplementary Services, the methods by which the Supplementary Services will be delivered will be by telephone, electronic chat and/or email. Client agrees that all Account Communications provided to Client in any of the ways described above will be deemed to have been good and effective delivery to Client when sent or posted by Betterment, by Betterment Securities, or by Betterment on behalf of Betterment Securities, regardless of whether Client actually or timely receives or accesses the Account Communication.

7. *Joint Account.* Client may open a joint account by following the prompts on the Website, which may include additional terms that are hereby incorporated into this Agreement. By completing the joint account application process, both signatories become Account Holders and are subject to, among other things, the "Multiple Account Holders" section below.

Betterment only offers one type of joint account: joint tenants with rights of survivorship. For joint tenants with rights of survivorship, on the death of an account owner the entire interest in the account generally goes to the surviving account owner, on the same terms and conditions. Client is responsible for verifying that this joint registration is valid in Client's state. Laws may vary by state, and this type of ownership may not be available in Client's state. Client shall consult with Client's tax professional or state laws to learn more about joint accounts and the rights associated with such accounts. Client agrees and understands that Betterment will not help Client determine if this type of account is appropriate for Client's particular situation. **Client shall not create a joint account with Betterment if Client's state does not permit or recognize joint tenants with rights of survivorship.**

The Betterment individual account holder who initiates the joint account application process via the Website and first executes this agreement electronically will be the Primary Account Holder. Betterment Securities will send year-end tax forms to the Primary Account Holder only.

8. *Multiple Account Holders.* If there is more than one Account Holder, each Account Holder agrees to be jointly and severally liable for all obligations arising under this Advisory Agreement or otherwise relating to the Account or participation in the Program, including responsibility for information provided through the Interface or by using any User ID and Password associated with the Account. Each Account Holder has full authority, acting individually and without notice to any other Account Holder, to deal with Betterment and Betterment Securities as fully and completely as if such Account Holder were the sole Account Holder. Each Account Holder authorizes Betterment and Betterment Securities to follow the instructions of any one Account Holder concerning any matter pertaining to the Account. This includes delivery of property in the Account to any third party or

disbursement of any or all monies in the Account. If one Account Holder is not an owner of the Linked Checking Account (defined in Section 19, below), the Account Holder(s) that own(s) the Linked Checking Account represents and warrants that each Account Holder has the legal authority to make deposits to and withdrawals from the Linked Checking Account to and from the Account. All Account Holders shall hold Betterment harmless from and against any Losses arising out of or relating to any deposit to or withdrawal from the Linked Checking Account to and from the Account by any Account Holder.

Betterment is not responsible for determining the purpose or propriety of any instruction received from any Account Holder as against any other Account Holder, or of any disposition of payments or deliveries of securities or other property between or among Account Holders. At its sole discretion, Betterment reserves the right to require written instructions from one or all Account Holders. If Betterment receives instructions from any Account Holder that, in Betterment's opinion, conflict with instructions received from any other Account Holder, Betterment may comply with any of these instructions or advise each Account Holder of the apparent conflict and take no action as to any of these instructions until it actually receives and has a reasonable amount of time to act on satisfactory instructions from any or all of the Account Holders.

In the event of a dispute between or among Account Holders of which Betterment has notice, Betterment reserves the right, but is not obligated, to place restrictions on participation in the Program. For example, if an Account Holder requests a restriction be placed on access to funds in the Account because of a pending litigation or dispute between Account Holders, Betterment may prohibit all transfers of funds from the Account, including canceling ACH withdrawal privileges, with such restrictions to remain in place until Betterment actually receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all Account Holders. In such a case, all Account Holders remain liable for any pending ACH transactions that have not yet cleared at the time of the restriction. Betterment also may, at the expense of the Account Holders, commence or defend any action or proceeding for or in the nature of interpleader to have the dispute resolved judicially. If a suit or proceeding for or in the nature of interpleader is brought by or against it, Betterment may deliver the Account into the registry of the court, at which time Betterment will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Advisory Agreement.

Each Account Holder agrees that, on the death or disability of an Account Holder, divorce of married Account Holders, or other event that causes a change in ownership or capacity with respect to the Account, the remaining Account Holder(s) will immediately give Betterment official written notice of such change of ownership or capacity. Betterment will not be responsible for any transfers, payments or other transactions in the Account made at the direction of a former Account Holder or incapacitated Account Holder before Betterment actually received and had a reasonable amount of time to act on such official written notice. Following receipt of such official written notice, Betterment may require

additional documents and reserves the right to retain such Assets in and/or restrict transactions in the Account as it deems advisable in its sole discretion to protect itself against any Losses. Any former Account Holder and the estate of any deceased or incapacitated Account Holder will remain jointly and severally liable for any Losses in the Account arising out of or relating to transactions initiated before Betterment actually received and had a reasonable amount of time to act on such official written notice.

Betterment will not notify other Account Holders of the actions taken by any one Account Holder. Each Account Holder agrees that notice provided to any one Account Holder will be deemed to be notice to all Account Holders for all purposes.

Joint accounts are made available at the sole discretion of Betterment. Joint accounts are not available for IRA accounts.

9. *Fiduciary Accounts.* Betterment does not review any action or inaction of a Fiduciary with respect to an Account and is not responsible for determining whether a Fiduciary's action or inaction satisfies the standard of care applicable to such Fiduciary's handling of an Account. Betterment is not responsible for determining the validity of a person or entity's status or capacity to serve as a Fiduciary. At its sole discretion, Betterment may require additional documentation before permitting a Fiduciary on an existing Account or when opening a new Account. The Fiduciary agrees to indemnify and hold Betterment Securities and its affiliates harmless from and against any Losses arising out of or relating to any act, error, or omission of the Fiduciary.

A custodian of a Uniform Transfers to Minors Act or Universal Gifts to Minors Act Account is responsible for all activity in the Account. Activity resulting from any instructions received from the minor, including placing or attempting to place orders, using or attempting to use a custodian's Password to the Account or taking delivery or attempting to take delivery of Assets of the Account, and all related services, will be deemed to be the actions of the custodian. As the person responsible for the Account, the custodian will be held liable for any consequences of such activity, including any Losses incurred by Betterment. The custodian and minor agree to indemnify and hold Betterment and its affiliates harmless from and against any Losses arising out of or relating to any act, error, or omission of the custodian or minor.

10. *The Program; Scope of Service; Supplementary Services; Matching Services.*

Client is joining the Program whereby Client is engaging Betterment to provide certain investment advisory services with respect to the Account. Betterment agrees to provide the services described in this Agreement and this Section in particular on the terms and conditions described herein.

(A) Digital and Discretionary Services.

**General.** The Program includes discretionary investment advice offered by Betterment primarily over the internet through the Website and Interface. This may be different from other investment advisory relationships with which Client is familiar, and Client must be willing to receive investment advice over the internet in order to use the services

provided under this Agreement. Betterment provides customer support over the telephone and internet for the purposes of technical support, but such support is educational in nature only. Betterment also offers eligible Clients non-discretionary Supplementary Services (as described below) through which Betterment will advise participating Clients through email, electronic chat and telephone communications. In addition, Betterment may, in its sole discretion, offer any Client, without charge, financial planning consultations through email, electronic chat, and telephone communications. These communications would include only non-discretionary advice (i.e., advice that the Client is responsible for implementing, if desired) and are subject to the conditions and limitations described in Section 0(B) below.

**Goals; Investment Policy Statement.** Betterment provides goal-based investment advice. Client identifies financial goals via the Website and Betterment then provides investment advice specific to each goal via the various features offered to Client through the Interface, some of which are optional. Betterment also provides Client the opportunity to receive from Betterment advice regarding the identification of financial goals based on information that Client provides to Betterment. Betterment's advice for each of Client's goals is based on Betterment's investment methodology regarding goal-based asset allocation strategies and certain information and preferences requested by Betterment and provided by Client, including the Investment Strategy, which will serve as the Investment Policy Statement ("IPS"). For some goals or Investment Strategies, Betterment may limit or restrict entirely Client's ability to direct the goal's Investment Style or Allocation. Client acknowledges and agrees to the terms and conditions attached hereto for the Smart Beta Portfolio, which may be elected as the Investment Strategy for one or more goals. Client acknowledges and agrees that Betterment will not evaluate whether an Investment Strategy managed by a third-party provider is suitable for Client's individual investment objectives. The IPS may be modified as Betterment adjusts its investment methodology and Client updates Client's information and preferences via the Interface. For some financial goals and Investment Strategies, Betterment's recommendations to Client will shift over time, with the recommended Allocation gradually shifting as the term of the goal approaches (i.e., a "glide path"). Client will have the option to enable a feature that automatically adjusts Client's Allocation to conform to the glide path. If Client elects not to enable this feature, Betterment will not automatically adjust Client's Allocation based on the passage of time. More information about Betterment's investment advice and methodologies is available on the Website.

Betterment's goal-based, discretionary investment advice will be based solely on information Client provides via the Interface (or, in certain limited circumstances, by email) in response to the requests Betterment makes via the Interface (or by email). Betterment relies on information provided by Client and cannot be held responsible for (i) any recommendations based on inaccurate or incomplete information or (ii) modifications Client makes to an Investment Strategy that cause the IPS to differ from Betterment's recommendations. Inaccurate or incomplete information includes, but is not limited to, information that was once accurate or complete but becomes inaccurate

or incomplete due to changes in Client's circumstances. Client acknowledges that if Client provides false, inaccurate, or incomplete information to Betterment, or fails to update previously provided information that is no longer accurate or complete based on changes in Client's circumstances, the investment advice Betterment provides may not match Client's investment needs. Client further acknowledges that Betterment's recommendations will generally not be based on any assets or liabilities held outside of the Account (other than in connection with Supplementary Services, if applicable). Client agrees that if a material change occurs to Client's goals, financial circumstances, or investment objectives, or Client wishes to impose or modify reasonable restrictions on the management of the Account, Client will promptly update Client's information on the Website or mobile application. Betterment will periodically send Client a reminder to update information on file with Betterment if there has been a material change to Client's financial circumstances or investment objectives, or if Client desires to impose or modify investment restrictions on Client's Account.

**Investing Journal.** Client acknowledges that entries made in Betterment's [Investing Journal](#) feature available on the Website, which allows Client to record notations concerning the context for specific transactions, are not directly incorporated into Betterment's advice. The Investing Journal feature is instead designed to provide Client with a place to create notations for Client's own reference and to allow Betterment to collect information that can be used to improve its overall offering. Betterment will not treat any content in the Investing Journal feature as a formal customer complaint.

**Synced Accounts.** In order for Betterment to learn more about Client's financial circumstances, Betterment provides financial account aggregation services via the Interface ("Aggregation Services"). As part of the Aggregation Services, Betterment, acting as your authorized agent, will retrieve certain financial account information, such as your account balances and holdings, from financial institutions you designate using a third-party service called Quovo ("Synced Accounts"). By using Quovo to connect a Linked Checking Account (as defined in Section 19 below) or to designate a checking account as one of Client's Synced Accounts, Client acknowledges and agrees that Betterment will collect data about cash outflows from that account. Use of the Aggregation Services is completely voluntary and at Client's option. Client understands and agrees that use of Aggregation Services is subject to Quovo's terms and conditions, which may impose important limitations on the circumstances and degree of Quovo's liability. Client understands and agrees that Betterment's recommendations and other services will not be based on Synced Accounts (or any financial accounts other than the Accounts held at Betterment) except as specifically disclosed in the Interface.

Betterment is not responsible for and cannot guarantee the accuracy of information about Client that Betterment receives from the Synced Accounts. Betterment may not be able to foresee or anticipate technical or other difficulties that may result in failure to obtain data from your voluntary use of the Aggregation Services. Client further understands that Betterment will typically not attempt to refresh the data from the Synced Accounts more than once a day, but may do so less often for a variety of reasons,

including connectivity issues and access restrictions imposed by other parties. Except for Betterment's malfeasance or gross negligence, Betterment assumes no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, loss of user data, communications, or personalization settings. Client shall confirm the accuracy of Synced Account data through sources independent of Betterment.

**In-Kind Transfers.** Betterment is currently able to accept the transfer of certain securities into client accounts. With respect to mutual funds that Betterment does not sell immediately, Client understands and acknowledges that the value of shares may fluctuate between the time when a Client instructs Betterment to make a withdrawal involving the sale of mutual funds, or to transfer mutual funds from one goal to another, and the time when such transactions complete. Additional considerations related to the transfer of outside securities into a Betterment account will be disclosed in Betterment's online interface at the time of any such transfer.

**Products.** Client understands that the Products available for inclusion in the Program and the Account are determined by Betterment in its sole discretion, and Betterment may change the Products available for inclusion in the Program and the Account from time to time without notice to or consent from Client.

**System Updates.** Client understands that, when Betterment makes changes to its online applications, not all Clients may see such changes at the same time. This may be because Betterment is testing particular changes or because Betterment has determined that it would be prudent to roll out a particular feature on a more gradual basis. Client also understands that there will typically be different services and tools available to Client depending on the means by which Clients interact with Betterment over the internet. For example, the services available on a mobile phone (or a particular mobile phone operating system) will be different than the services and tools available via a web-based interface.

**Power of Attorney.** Client appoints Betterment to manage the Account on a discretionary basis and act as Client's attorney-in-fact with limited power and authority for Client and on Client's behalf to buy, sell, and otherwise effect investment transactions in the name of the Account in accordance with the IPS. Betterment shall manage the Account by issuing trading instructions to Betterment Securities to cause the Account to purchase and sell Products pursuant to the IPS.

**Dividend Reinvestment.** To participate in Betterment's offerings, Client agrees to have dividends in Client's portfolio automatically reinvested in accordance with Client's IPS.

**Rebalancing.** The Products and the proportions in which they are held in Client's Account may be rebalanced in Betterment's discretion to resemble the information and preferences specified by Client in the Interface or in the event of any changes to the IPS, including but not limited to any changes in the Products selected by Betterment. In the event a Client's portfolio is identified as having drifted by 3% or more and cash flows are not sufficient to enable Betterment to reduce the portfolio drift, Betterment will typically rebalance a Client's portfolio by selling and buying Products within the Account, provided

that rebalancing will not result in short-term capital gains for a Client. Client understands and agrees that such transactions may affect the market value of the Account, and may also have tax consequences. Client may instruct Betterment to only rebalance Client's Account in response to cash flows by contacting Betterment's customer support team.

**Tax Loss Harvesting; Tax-Coordinated Portfolio.** Betterment offers optional tax loss harvesting and automated asset location ("Tax-Coordinated Portfolio") services. Client should carefully read Betterment's disclosures for each of these services, and the documents linked therein, before enabling them. The Tax Loss Harvesting Disclosure Statement is available at <https://www.betterment.com/tlh-disclosure/> and the Tax-Coordinated Portfolio Disclosure Statement is available at <https://www.betterment.com/tcp-disclosures/>. Client understands and agrees that Betterment makes no guarantees regarding the frequency and/or timing of tax loss harvests, and neither Betterment nor Betterment Securities shall be liable for any Losses arising out of the failure to harvest a particular loss at a particular time.

**Donating Shares.** Betterment provides Client the opportunity to donate appreciated shares with long-term capital gains from Client's Betterment Account to a select number of charitable organizations. If Client chooses to use Betterment's charitable giving feature, Client acknowledges and agrees that Betterment shall provide Client's name and email address to the recipient charity, which the recipient charity may use to solicit further donations from Client.

**Trading.** Unlike self-directed brokerage accounts, Client cannot enter individual buy and sell orders for specific securities to be executed at particular times. Rather, Betterment places orders to buy and/or sell securities with Betterment Securities consistent with the discretionary authority granted to it by Client, which includes, among other things, the authority to select which securities to buy and sell and when to place orders for the execution of securities. If Client wants to control the specific time during the day that securities are bought and sold in Client's account (e.g., Client wants the ability to "time the market"), Client should not use Betterment's service.

Betterment will place orders for execution of securities in the Account in accordance with the investment and trading discretion granted under the terms of this Agreement. Client will receive the price at which such orders are executed in the marketplace. Instability in financial markets may expose Client to greater market, liquidity, and execution risk, including extreme bid-ask spreads, acute price dislocation, and incomplete execution.

Betterment maintains a general approach of not placing securities orders during approximately the first thirty minutes after the opening of any market session to avoid periods of market instability, which are common during this time. Betterment generally stops placing orders arising from allocation changes in existing portfolios approximately thirty minutes before the close of any market session. Betterment continues placing orders associated with deposit and withdrawal requests until market close. Betterment maintains a general approach of not placing orders around the time of scheduled Federal Reserve interest rate announcements. This time period, during which markets often

exhibit instability, is typically fifteen to thirty minutes before and after such announcements. Betterment may also postpone trades in order to modulate its overall trading volume on a particular business day. Further, account deposits are automatically subject to a processing period that may be up to five business days or longer; deposit-related transactions will not occur until the next business day after this processing period is complete.

In addition, Betterment reserves the right, at any time and without notice, to delay or manage trading in response to market instability. Betterment may do so where it determines it is appropriate to respond to extraordinary circumstances of market instability, as evidenced by extreme instances of elevated localized volatility (i.e., minute-to-minute spikes in implied volatility), insufficient or unstable market depth, price dislocation, incomplete execution, fast markets, and rapidly widening bid-ask spreads. In the event Betterment delays placing orders in response to extraordinary market volatility for greater than sixty consecutive minutes during Betterment Trading Hours, Betterment will undertake to provide notice of such delay to Client by posting a message via the Interface. For the avoidance of doubt, Betterment does not delay or manage trading based on any view about whether markets are likely to rise or fall.

**Account Composition.** Client understands and agrees that the Account's composition and performance may be different for a variety of reasons from those of the IPS. These differences can arise each time the IPS is adjusted or Allocation rebalanced, including, but not limited to, the following instances: (a) when the Account is established and the initial Product(s) are purchased; (b) when Client contributes additional capital to Client's Account; (c) when Client revises the information and preferences Client provides to Betterment; (d) when the Wrap Fee (as defined below) is charged and paid; (e) when the market value of the Products fluctuates; (f) when dividends from the Products, if any, are reinvested; (g) hardware or software malfunction, failure, or unavailability; and/or (h) when Betterment adjusts its investment methodology or the mix of Products offered. Client agrees that Betterment, Betterment Securities, other affiliates of Betterment or Betterment Securities or other third-party partners shall not be held responsible for any amounts by which the Account's composition varies from the IPS.

Notwithstanding other provisions of this Advisory Agreement, Client may request Betterment by means outside of the Interface to allocate assets in the Account in a manner determined by Client and other than as determined by Betterment. Betterment may accept or reject such requests in its sole discretion.

**Tax and Rollover Advice.** Any tax information provided by Betterment is not a substitute for the advice of a qualified tax advisor. Client should consult a third-party tax advisor to discuss tax-related concerns. Betterment's communications to Client about rollovers, including any comparisons of Betterment's services to services available elsewhere, are intended to provide Client with general information that may be useful to Client's own investment decisions. This general information does not address the details of Client's

personal situation, and it is not intended to be an individualized recommendation that Client take any particular action.

(B) Supplementary Services. Betterment provides Clients the opportunity to receive Supplementary Services.

Clients who meet the Account Balance Threshold for the applicable plan may receive Supplementary Services through participation in Betterment's "Betterment Premium" plan. Clients who do not participate in the Betterment Premium plan are referred to as Clients of the "Betterment Digital plan." If Client meets the Account Balance Threshold, Client will be able to elect to participate in the Betterment Premium plan, or to discontinue participation in such plan, by contacting [support@betterment.com](mailto:support@betterment.com) or via the Interface. Clients are charged a higher fee for participating in the Betterment Premium plan, as described in Section 17 (Compensation) below. Subject to the limitations described below, Clients participating in the Betterment Premium plan will be able to schedule telephone consultations with a financial consultant who will provide personalized financial planning advice, including advice relating to debt, such as student loans and credit card debt, mortgages, savings, and retirement (including pensions and social security) advice that does not constitute legal advice or advice requiring licensure as a Certified Public Accountant (such advice collectively is referred to as "Supplementary Services" whether delivered via telephone consultation or another medium).

Betterment Digital plan Clients also may receive a package of financial planning advice ("Advice Package") for a fixed fee paid in advance, as described in Section 17 (Compensation) below. All available Advice Packages and prices are listed on the Website, at <https://www.betterment.com/advice-packages/>. Client acknowledges and agrees that receipt of Advice Packages is subject to additional terms and conditions as set forth on the Website.

Any tax information provided by Betterment is not a substitute for the advice of a qualified tax advisor. You should consult with your tax advisor to discuss tax-related concerns. In addition, Betterment may, in its sole discretion, offer any Client (including participants in the Betterment Digital plan) non-discretionary Supplementary Services through email, electronic chat, or telephone free of charge.

Any financial planning advice provided by Betterment shall be based on information provided by Client to the financial consultant and the financial consultant will not be required to independently verify any such information. Betterment shall rely on such information and cannot be held responsible for any recommendations based on inaccurate or incomplete information. Client acknowledges that if Client provides false, inaccurate, or incomplete information to Betterment, the financial planning advice that Betterment provides through the financial consultant may not match Client's needs. Information provided by Clients to Betterment's financial consultants will not typically be considered in the future provision of Betterment's discretionary advisory services unless Client also enters such information into Betterment's online interface. In addition, certain financial topics, such as investments in real estate, may fall outside the scope of the Supplementary

Services.

Participation in the Betterment Premium plan will entitle Client to an unlimited number of telephone consultations per year with a Betterment financial consultant, subject to the availability of such financial consultants, which may be adjusted to take into account scheduling needs of other Betterment Premium clients. Betterment uses a team-based approach to providing Supplementary Services: if you receive Supplementary Services on multiple occasions, you are likely to interact with multiple financial consultants. Betterment Premium plan Clients will generally receive periodic updates, reminders, and other messages from a Betterment financial consultant to assist them in staying on track to meet their investment goals, but Betterment financial consultants will not monitor, or provide continuing advice on, accounts held at financial institutions other than Betterment. Telephone consultations will be scheduled on Business Days during Betterment's normal business hours, as described on the Website.

Client is under no obligation to accept or follow any recommendations made by a financial consultant as part of the Supplementary Services, and neither Betterment nor the financial consultant will have any discretion over Client's assets or accounts with respect to the implementation of such recommendations.

Client acknowledges that the financial consultant who provides Supplementary Services to Client is not an attorney or accountant, and no advice given to Client through the Supplementary Services should be interpreted as legal or tax advice.

(C) Matching Services. Betterment also offers all Clients, regardless of Account balance, a matching service whereby Betterment matches such Clients with a dedicated Third-Party Advisor through the Betterment Advisor Network program. If a Client elects to participate in the Betterment Advisor Network program, the Client will receive suggested matches of one or more Third-Party Advisors based on Client's financial needs, as communicated to Betterment by Client. If Client desires to hire a Third-Party Advisor, Client will enter into a separate agreement with such Third-Party Advisor on such terms, including fee terms, as mutually agreed between such Client and such Third-Party Advisor. Client understands that although Betterment has performed due diligence on such Third-Party Advisors, Client must make the ultimate determination as to whether to enter into an advisory relationship with any such Third-Party Advisor. All Third-Party Advisors will be CERTIFIED FINANCIAL PLANNER (CFP®) professionals. Betterment does not receive any special compensation from Client or any Third-Party Advisor for providing this referral service. Upon entering into a separate agreement with a Third-Party Advisor, Client will be deemed to have elected participation in the Betterment Digital plan, regardless of the plan Client had participated in prior to entry into such agreement.

If a Client elects to receive the matching services described in this Section, Client hereby consents to Betterment's sharing of certain personal data and information (including contact information) regarding Client with any Third-Party Advisor with which Betterment matches Client. If Client participates in the Advisor Network program and enters into a written agreement with a Third-Party Advisor, Client agrees to the terms set

forth on the “Betterment Advisor Network Terms and Advised Client Funds Transfer Authorization” attachment to this Agreement with respect to such Third-Party Advisor. For the avoidance of doubt, if Client does not enter into a written agreement with a Third-Party Advisor, the terms set forth in such attachment shall not apply to Client.

11. *Households.* All members of a Household will participate in the same plan (i.e., the Betterment Digital plan or Betterment Premium plan) and be subject to the same Wrap Fee applicable to such plan. The balances of all Accounts in a Household (excluding, for the avoidance of doubt, 401(k) accounts held through Betterment for Business) will also be aggregated for the purposes of calculating the Account Balance Threshold and the Discount defined in the Fee Schedule attached hereto and each Account will be charged its *pro rata* share of the total Wrap Fee that is due. If one Client in a Household chooses a particular plan (the “Electing Client”), all members of the Household will immediately be opted into that same plan and be charged accordingly. All members of a Household, other than the Electing Client, will be alerted by email of any change to the Household’s applicable plan, and if such other members do not want to participate in the newly selected plan, they will be able to request to leave the Household and select a different plan by emailing Betterment at [support@betterment.com](mailto:support@betterment.com). If Client is not currently a member of a Household and would like to create or join a Household, Client should contact Betterment at [support@betterment.com](mailto:support@betterment.com). If Client is part of a Household that participates in the Betterment Premium plan, Client hereby acknowledges and agrees that personal data regarding Client’s Betterment account may be shared with other members of such Household on telephone consultations such other members have with a Financial Consultant.
12. *Allocation Changes.* Client may only make one Investment Strategy change during Market Hours of each Business Day pursuant to laws and rules governing Day Trading activities (as defined in the Brokerage Agreement). Client understands and agrees that when Client has already made an Investment Strategy change during the Betterment Trading Hours on a given Business Day, Betterment may elect to treat Client’s attempts to make subsequent Investment Strategy changes during Betterment Trading Hours on that day as instructions entered outside Betterment Trading Hours and process them the next day or Betterment may elect to refuse Client’s instruction.
13. *Dollar-Based Transactions and Fractional Shares.* Client understands that, subject to applicable requirements, Betterment Securities and Betterment may report holdings and transactions in Client’s Account in terms of either U.S. Dollars or shares. As a consequence of dollar-based transactions, Client will hold fractional share interests in securities. Client understands that fractional share amounts are typically unrecognized and illiquid outside the Betterment platform and agrees that fractional shares might not be marketable outside the Betterment platform or transferrable to another brokerage account.
14. *Execution, Clearing, and Custody.* Betterment Securities shall maintain the Account and custody of the Assets credited thereof, and perform functions such as executing

transactions and crediting of interest and dividends. Transactions shall be cleared by an institution that Betterment Securities determines at its discretion. The Client shall retain ownership of all cash, securities, and other instruments in the Account.

15. *Order Handling.* Betterment may, but is not required to, aggregate orders for the sale or purchase of securities for the Account with orders for the same security for other Betterment clients, including its employees and their related persons, and for Betterment's own account with Betterment Securities. In such cases, each Account will be charged or credited with the average price per unit.
16. *Client's Responsibilities.* Client recognizes that the value and usefulness of the advisory services provided by Betterment will be dependent upon Client's active participation in the formulation and direction of the Account's IPS, which requires, among other things, Client to provide true and accurate information to Betterment. Client further accepts full responsibility for all investment decisions Client makes in contravention of the investment advice Betterment provides to Client via the Website or in connection with Supplementary Services and agrees to hold Betterment harmless therefrom.
17. *Compensation.* Client will be charged a single Wrap Fee for services provided through the Program, which shall be the sole asset-based fee that Clients pay for Betterment's advisory services described in this Advisory Agreement. Clients participating in the Betterment Premium plan will pay a higher asset-based fee than Clients participating in the Betterment Digital plan. The fees for the Betterment Digital and Betterment Premium plans (each, a "Wrap Fee" or "Wrap Fees"), are set forth in the Fee Schedule attached hereto. Client understands and agrees that Betterment may change the Wrap Fee at any time by giving 30 days' prior written notice. The Wrap Fee may also be waived or reduced in Betterment's sole discretion. Following the notice period, the new Wrap Fee will become effective unless Client has terminated this Advisory Agreement as provided in Section 25. Client understands and agrees that Betterment, Betterment Securities, their affiliates, and their representatives, consultants, or other agents in connection with the performance of their respective services, shall be entitled to and may share in the Wrap Fee or revenues derived from the Program. Notwithstanding the foregoing, Betterment or Betterment Securities may charge Client and deduct from the Account fees for certain special requests and irregular services including, but not limited to, delivery of documents in paper form, and physical delivery of securities or transfers in-kind of securities to another broker-dealer as described in the Brokerage Agreement, and Betterment or Betterment Securities may charge the Client and deduct from the Account damages and penalties for fraud as described in the Brokerage Agreement. Client also agrees to pay all applicable federal, state, and local taxes.

Client authorizes Betterment to deduct charges directly from the Account. Client understands and agrees that transactions related to the funding of current charges will be conducted in accordance with Section 18 herein. Payment of the Wrap Fee will be reflected on Client's periodic statements.

Wrap Fees will be due upon the end of the calendar quarter.

Wrap Fees will also be due: (a) on any day Client requests withdrawal of amounts equal to or greater than 98% of the market value of the Account at that time minus the amount of fees due; and (b) on the day this Advisory Agreement is terminated. Upon such an occurrence, Betterment will liquidate all holdings of the Account, deduct fees due from the Account, and disburse the remaining proceeds from liquidation.

Fixed fees paid for Advice Packages, as described above in Section 10, are not asset-based, will be paid by Client in advance by credit card, and will not be deducted directly from the Account.

The only other fees Client will incur are the fees embedded in the Products purchased on Client's behalf. Betterment does not earn or receive such fees embedded in the Products.

18. *Wrap Fee Payment.* On or after the dates that Wrap Fees are due, Betterment may order the sale of Products held in the Account in Betterment's discretion in amounts necessary to fund current charges. Betterment may do the same for fees for special requests and certain irregular services. Any incidental excess proceeds which result from a Fee-related sale will be applied as soon as is practical to purchase additional shares of Products in amounts of Products which will cause, as determined by Betterment, the Account to equal, or approximate as closely as possible, the Allocation.
19. *Linked Checking Account.* Client may maintain a maximum of one linked checking account (the "Linked Checking Account") at any time. Initially, Client's Linked Checking Account will be the account which Client designates in the Application. To establish or change the Linked Checking Account Client will comply with applicable procedures within the Interface or as required elsewhere by Betterment. Betterment or Betterment Securities may place reasonable restrictions on the frequency with which Client changes the Linked Checking Account.
20. *Deposits, Withdrawals, and Allocation Changes.* At any time Client may enter instructions with Betterment to make cash deposits to the Account from the Linked Checking Account or withdrawals from the Account to the Linked Checking Account by taking appropriate action within the Interface. There is no minimum account size to maintain an account with the Betterment Digital plan. The minimum initial deposit is \$10.

Client represents and warrants that no funds deposited into the Account are derived from, or will be used to promote the conduct of, any unlawful activity.

Client understands and agrees that the deposit and withdrawal of funds to or from the Account may be conducted in cash via Automatic Clearing House ("ACH") transaction from or to the Linked Checking Account. Client understands and agrees that if Client enables the Two-Way Sweep feature or SmartDeposit feature in the Interface, Client authorizes Betterment to initiate deposits to and/or withdrawals from Client's Linked Checking Account at Betterment's discretion. Client understands and agrees that ACH transactions are subject to processing delays which may last up to five Business Days or longer and funds transferred may not be credited to the Account or otherwise available to Client during processing. Betterment and Betterment Securities, in their sole

discretion, may impose a longer waiting period during which funds may not be available for trading or withdrawal. Betterment and Betterment Securities may, in their sole discretion, permit the transfer of funds into or out of the Account in other forms or via alternative means. Betterment and Betterment Securities reserve the right, in their sole discretion and without advance notice, to refuse certain types of additions of funds to the Account. Betterment and Betterment Securities reserve the right to require that Client make requests for withdrawals from the Account in writing. Client may alternatively request transfer of Assets to a different account with Betterment Securities or to a broker-dealer other than Betterment Securities by submitting a request to Betterment in a form determined by Betterment Securities. Certain Assets held in the Account may not be accepted by another broker-dealer. Betterment or Betterment Securities may determine to cancel this Advisory Agreement or the Brokerage Agreement as a result of a request to transfer Assets to another broker-dealer.

Subject to the terms of Section 18 herein, Client may enter instructions with Betterment to withdraw an amount up to the current market value of the Account at any time, not including fees that are due. When Client makes a withdrawal request, Betterment Securities and its bank service provider may act on Client's behalf to initiate the ACH disbursement. Betterment Securities will transmit payment instructions to the applicable bank. It is Client's responsibility to ensure that instructions are accurate before requesting that Betterment Securities initiate an ACH disbursement. Betterment Securities may in its discretion attempt to abide by a subsequent request to modify instructions, but it is not obligated to do so. Client agrees to indemnify and hold Betterment Securities, Betterment, and their affiliates harmless from any Losses arising out of or relating to an attempt to amend or cancel an ACH transfer request. Client understands that any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer may result in such ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to Client, and Client agrees to indemnify and hold Betterment Securities, Betterment, and their affiliates harmless from any Losses arising out of or relating to any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer.

Client understands that Betterment generally does not place orders for the execution of transactions in the Account outside of Betterment Trading Hours and any orders initiated in response to asset Allocation changes or client deposits or withdrawals received outside of Betterment Trading Hours will not be placed before 10:00 AM on the next Business Day. Client further understands that Betterment generally stops placing orders arising from Allocation changes approximately thirty minutes before the close of any market session. Betterment generally continues placing orders associated with deposit and withdrawal requests until market close. Client understands and agrees that neither Betterment nor Betterment Securities shall be held responsible for any Losses or other consequences that result from Betterment's or Betterment Securities's timing of or other determinations for placing orders.

21. *Proxies.* Client delegates to Betterment the authority to receive and vote all proxies and related materials for any security held in the Account. Betterment accordingly will vote on matters requiring a proxy vote for the securities held in the Account and will do so in a way that is reasonably expected to ensure that proxy matters are conducted in the best interest of clients. Client also delegates to Betterment the authority to vote on other corporate actions, like tender offers, which do not require a proxy or are not solicited via proxy. Clients may request information regarding how Betterment voted a Client's proxies, and Clients may request a copy of Betterment's proxy policies and procedures by emailing [support@betterment.com](mailto:support@betterment.com). Client acknowledges and agrees that Betterment will vote only on proxies and respond to corporate actions associated with securities that Betterment recommends be purchased for client accounts. Client acknowledges and agrees that Betterment is not responsible for voting proxies or participating in corporate actions for any security until the security is in the possession and control of Betterment Securities.

22. *Personal Information.* The respective rights and responsibilities of Betterment, Betterment Securities, and Client regarding the collection, processing, and use of Client's personal information and Client's rights to limit the use and disclosure of such information, are set forth in this Section 22 as well as the Betterment Privacy Policy, as amended from time to time. Such rights and responsibilities are further defined by applicable laws and regulations of national and state governments and international bodies. In the event of any controversy regarding Betterment's or Betterment Securities's collection, use, processing, transfer, or receipt of any information about Client, Client agrees that remedies will be expressly limited to those specifically provided by the applicable laws and regulations, in accordance with this Advisory Agreement. Client authorizes Betterment and Betterment Securities to obtain reports from time to time concerning Client's background, credit standing, and business conduct (and Client's spouse's if Client lives in a community property state). Client also authorizes Betterment and Betterment Securities, without notification, to request a new background and/or credit report in connection with any review, extension, execution, or renewal of the Account. On written request, Betterment will advise Client whether it obtained credit reports, and if so, will provide the name and address of the reporting agency that furnished the reports. In addition, Client understands that Betterment and Betterment Securities reserve the right to report to consumer and securities credit reporting agencies any negative credit information pertaining to any Account held by Client at Betterment Securities or managed by Betterment. Client authorizes Betterment and Betterment Securities to share credit bureau information and any other personal information that Betterment or Betterment Securities obtains with its affiliates and with unaffiliated third parties in accordance with the Betterment Privacy Policy.

When linking your bank account to your Betterment account, you may be presented with the option of using Plaid or Quovo, third-party services. If you decide to use the optional Plaid or Quovo services to link your bank account to your Betterment account, you expressly grant to Betterment and/or Betterment Securities the right, power, and

authority to (acting on your behalf) transmit your personal and financial information (such as from third-party banks) as reasonably necessary for Plaid or Quovo to provide services to you. By using Plaid or Quovo, you expressly authorize Betterment to retrieve your bank account and routing numbers, as well as your current bank balance and certain transaction history (“Account Information”) via Plaid or Quovo. Betterment will not store your username and password for your bank account; Plaid or Quovo will provide Betterment an access token that exclusively allows Betterment to retrieve your Account Information. Further, if you use the Plaid or Quovo services when signing up for a Betterment account, you acknowledge and agree that the information you provide to Plaid or Quovo through Betterment will be treated by Plaid or Quovo in accordance with each third-party service’s privacy policy (located at <https://plaid.com/privacy> and <https://www.quovo.com/legal/privacy-policy/>, respectively), and by Betterment in accordance with Betterment’s privacy policy. By using Plaid or Quovo through Betterment, you agree to the above terms and further agree to hold Betterment harmless from Losses of any kind that may result from Plaid’s or Quovo’s use, misuse, or loss of your personal information and Account Information.

Client may request that Betterment send personal data regarding Client’s Betterment account to third parties outside of Betterment’s control (e.g., financial account aggregators). Client may make such a request in a number of different ways, including, but not limited to, entering Client’s Betterment login information through a third-party website. Client understands and agrees that Betterment cannot control what those third parties may or may not do with Client’s data. Client understand that Betterment does not guarantee the accuracy and quality of Client’s personal data that Betterment may send to third parties at Client’s request. Client agrees to hold Betterment harmless from Losses of any kind that may result from Betterment sending Client’s personal data to third parties at Client’s request.

Betterment uses Quovo to provide the Aggregation Services. If Client utilizes the Aggregation Services, Client agrees that Client will abide by Quovo’s Terms of Use for participating in the Services. These terms may be seen at <https://www.quovo.com/legal/terms/> and may be amended from time to time.

If Client is employed by or registered with a broker-dealer or other employer whose consent is required to open and maintain a Betterment account, and Betterment has received said consent, Client agrees that Betterment Securities may – but is not required to – provide duplicate statements and confirms to said broker-dealer or other employer in any manner that Betterment chooses.

23. *Access Interruptions.* Client understands that neither Betterment Securities nor Betterment guarantee that access to the Website and Account management via the Interface will be available all the time. Betterment Securities and Betterment reserve the right to suspend access to the Program without prior notice for scheduled or unscheduled system repairs or upgrades. Further, access to the Website, and hence, the Account, may be limited or unavailable due to, among other things: market volatility,

peak demand, systems upgrades, maintenance, any kind of interruption of the services provided by Betterment Securities or Betterment's ability to communicate with Betterment Securities, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, and force majeure. Client agrees that neither Betterment nor Betterment Securities will be liable to Client for any Losses incurred by Client (including, but not limited to, lost profits, trading losses, and similar damages) resulting from such access limitations or unavailability.

24. *Disclosure Statement.* Client hereby acknowledges receipt of a copy of [Betterment's Wrap Fee Brochure](#), the [Betterment Privacy Policy](#), and other disclosing documents provided to Client at the time this Advisory Agreement is made.
25. *Term.* Client may terminate this Advisory Agreement without penalty within five Business Days of Client's electronic consent. This Advisory Agreement may be terminated at any time by either party for any reason upon written notice to the other party in accordance with this Section 25. Termination by Client is effective upon receipt by Betterment of Client's written electronic notice of intent to terminate and payment of outstanding charges as described in Section 18. For the purposes of this Section 25, "Client's written electronic notice of intent to terminate" shall mean Client's election to close Client's Account with Betterment as such action is provided within the Interface. Client's termination of the Brokerage Agreement with Betterment Securities will constitute termination of this Advisory Agreement by Client effective upon receipt of notice of termination by Betterment Securities and payment of outstanding charges as described in Section 18. Termination by Betterment is effective on the date of written electronic notice to the Client, unless a later date is stated in the notice. The Client shall be responsible for any transactions initiated prior to termination. The terms and conditions of this Advisory Agreement will survive termination of the Account and will continue to apply to any disputed or other remaining matters involving Client's relationship with Betterment. After the termination of the Account, Client will remain liable to Betterment for payment of any indebtedness or obligation to Betterment as provided under this Advisory Agreement. If Client should re-open the Account at a date subsequent to terminating the Account and Advisory Agreement, Client agrees to be bound by the Advisory Agreement in effect at the time Client re-opens the Account.

Upon termination, Betterment is expressly authorized by Client to redeem or otherwise liquidate any shares of Products held in the Account and disburse proceeds to Client. Such redemption or liquidation may affect the asset Allocation and/or market value of the Account, and may also have tax consequences. Client may alternatively request transfer of Assets to a broker-dealer other than Betterment Securities by submitting request to Betterment in a form determined by Betterment Securities. Certain Assets held in the Account may not be accepted by another broker-dealer. Betterment shall not be liable for any Losses caused by the liquidation of securities pursuant to this Section, including but not limited to any tax liabilities.

For the avoidance of doubt, Client may switch between the Betterment Digital and Betterment Premium plans at any time, and any such action shall not constitute termination of this Advisory Agreement.

26. *Security.* When Client accesses the Website using an up-to-date version of third-party web browser (such as Microsoft Internet Explorer, Firefox, Chrome, or Safari) that is compatible with industry standard encryption, Betterment's and Betterment Securities's security systems automatically protect Client's communications through server authentication and data encryption. Access requires password protection to log onto the Interface. Betterment also offers optional use of Two-Factor Authentication to further protect Client's Account.
27. *Investment Tools.* Client understands that investment tools provided within the Interface are not a guarantee of performance and neither Betterment Securities nor Betterment guarantees or makes any warranty of any kind, express or implied, regarding the projections or recommendations generated by the investment tools. Client agrees that Betterment Securities and Betterment are not liable for any Losses (including lost opportunity or profits) arising out of or relating to discrepancies between projections and suggestions and actual performance. As with Betterment's services more generally, these tools are not designed to provide you with a comprehensive financial plan.
28. *Limitation.* Client understands and agrees that Client is responsible for all Losses arising from or related to the Account. Except for negligence or malfeasance or violation of applicable law, Client agrees that Betterment and Betterment Securities and their respective officers and employees shall not be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in managing the Account or providing Supplementary Services. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws. In addition, it is possible that Client or Betterment itself may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to Betterment's software based financial advisory service. Betterment and its representatives are not responsible to any Client for Losses unless caused by Betterment breaching its fiduciary duty.
29. *General and Miscellaneous Provisions and Disclosures.*
  - a. Client represents and confirms that Client has full power and authority to execute, deliver, enter into, and perform Client's obligations under this Advisory Agreement. Client represents that Advisory Agreement has been duly authorized, executed, and delivered by Client and is the legal, valid, and binding agreement of Client, enforceable against Client in accordance with its terms, and that the terms of this Advisory Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise.

- b. If this Advisory Agreement is being executed on behalf of a corporation, trust, government, partnership, or other business or legal entity, Client further represents that neither Client nor Client's Advisory Account is subject to the Investment Company Act of 1940 and that the governing documents for such entity authorize and permit the provision of investment advisory services through an advisory account in accordance with the terms of this Advisory Agreement.
- c. If Client is a corporation, trust, government, partnership, or other business or legal entity, the Client Representative executing this agreement on behalf of Client represents and confirms that the Client Representative has the requisite legal capacity, authority, and power to execute, deliver, and perform such execution and the obligations under this Advisory Agreement as applicable. If Client is a corporation or partnership, the individual signing this Advisory Agreement represents that the individual has been authorized to execute this Advisory Agreement by appropriate corporate or partnership action. Client agrees to indemnify, defend, and hold Betterment Securities, Betterment, and their affiliates harmless from any Losses arising out of or relating to claims against Betterment arising out of Client's failure – whether it be intentional or unintentional – to abide by Client's representations in this paragraph.
- d. If the Client is an entity, and if Client Representative is entering into this Advisory Agreement, Client and Client Representative understand and agree that the representations, warranties, and agreements made herein are made by Client both: (1) with respect to Client; *and* (2) with respect to the Client Representative.
- e. If the account is opened in the name of a trust, this Advisory Agreement incorporates the terms of the separate "Certification of Trust" document included below.
- f. Client shall advise Betterment immediately of any event that might affect this authority or the binding effect of this Advisory Agreement.
- g. Client represents and warrants that all assets
- h. The products available through the Program are investment products and as such: (i) are not insured by the Federal Deposit Insurance Corporation ("FDIC"); (ii) carry no bank or government guarantees, and are not a deposit or other obligation of, or guaranteed by, a bank; and (iii) have associated risks. Client understands that investments in securities are subject to investment risks, including possible loss of the principal amount invested.
- i. Client understands and agrees that Betterment offers no guarantees of investment performance based on the predictions and suggestions of the investment tools or other advice provided through the Program or via the Supplementary Services or Betterment Advisor Network matching services. In

deciding to engage Betterment and open the Account, Client represents that Client has determined that the Program is appropriate for Client, taking into account all factors that Client believes are relevant, including but not limited to the terms and conditions of the Program, Client's interest in having Betterment make investment decisions for Client, Client's anticipated need for investment advice, the costs and potential benefits of the Program as compared to other types of advisory account programs, such as nondiscretionary account programs, and the costs and potential benefits of this Program as compared to traditional brokerage services, such as a commission-based brokerage account, trading activity, and Client's level of investment experience. Client represents that Client is aware of and is willing to assume risks involved with investing in the Assets pursuant to the Program and receiving Supplementary Services.

- j. Client understands that this Advisory Agreement will be deemed to have been made in the State of New York. To the extent not inconsistent with Federal law, this Advisory Agreement shall be governed by and construed in accordance with the laws of New York, and in compliance with the Investment Advisers Act of 1940. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of rights which Client may have under federal and state securities laws.
- k. If any provision of this Advisory Agreement is held to be invalid, void, or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Advisory Agreement.
- l. Except as specifically permitted in this Advisory Agreement, no provision of the Advisory Agreement can be, nor will it be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by an authorized officer of Betterment.
- m. Betterment may amend this Advisory Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective as of the time Betterment has notified Client in writing of any change or such later date as Betterment may establish. Betterment reserves the right, but does not intend to follow it as a matter of course, to notify Client of modifications to the Advisory Agreement by mailing or e-mailing a written notice or new Advisory Agreement to Client. Client understands that the normal method of notifying Client of modifications to the Advisory Agreement will be to post the information on the Website. Client understands that by not closing and/or continuing to use the Account, Client confirms Client's agreement to abide by the Advisory Agreement, as amended from time to time. Client also agrees that Betterment may change the Service at any time and that it is not obligated to provide Client with notice of such a change.

- n. In addition to the terms in this Agreement, when using products, services or features on the Website and Interface, Client shall be subject to any additional posted guidelines, disclosures, methodology documents, or requirements applicable to such product, service or feature, which may be posted and modified from time to time. All such additional terms are hereby incorporated by reference into this Agreement.
- o. Betterment's failure to insist on strict compliance with this Advisory Agreement or any other course of conduct on Betterment's part will not be deemed a waiver of Betterment's or Betterment Securities's rights under this Advisory Agreement.
- p. The parties hereby acknowledge and agree that this Advisory Agreement alone, with the exception of the Brokerage Agreement and the Integrated Rights thereof, and the other documents agreed to and delivered in connection with becoming and continuing to be a Client, constitutes the final understanding between the parties with respect to all matters contained herein. The parties further acknowledge and agree that, with the exception of the above-referenced agreements there are no prior or coexisting agreements different or distinct from those contained herein, and all such prior and coexisting agreements, if any, are merged herein. This Advisory Agreement, all other written agreements and terms contained on statements and confirmations contain the entire understanding between Betterment and Client. This Advisory Agreement supersedes any previous agreements that Client has made with Betterment individually with regard to the Account, and if the Account is held jointly, it supersedes any previous agreements made by the same parties to this Advisory Agreement, to the extent that the subject matter is covered by this Advisory Agreement. Betterment may not assign its rights and duties under this Advisory Agreement to any of its successors, subsidiaries, affiliates, or any other entity without obtaining Client's consent. Client will be deemed to have consented to Betterment assigning its rights and duties under this Advisory Agreement if after receiving adequate written electronic notice of a proposed assignment Client does not serve notice of objection to Betterment. Client may not assign the rights and obligations under this Advisory Agreement without first obtaining the prior written consent of Betterment. Any purported assignment in violation of this Advisory Agreement will be void.
- q. This Advisory Agreement will pass to the benefit of Betterment and its successors, assigns, and agents. In addition, Client hereby agrees that this Advisory Agreement and all the terms hereof, will be binding on Client's heirs, executors, administrators, personal representatives, and any assigns permitted by Betterment.
- r. Betterment will not provide accounting or legal advice. Betterment will not be responsible for the acts, omissions, or insolvency of any other agent, broker, or

the independent contractor selected to take any action or to negotiate or consummate any transaction for the Account.

- s. The heading of each provision of this Advisory Agreement is for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such provision
- t. Client's intentional action in electronically signing the Application is valid evidence of consent to be legally bound by this Advisory Agreement and by other documentation submitted in the Application process or governing Client's relationship with Betterment. The use of an electronic version of Program documents 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 that Client electronically signs through the Interface. Client is solely responsible for reviewing and understanding all of the terms and conditions of these documents. Client accepts as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Advisory Agreement on the Interface. Client acknowledges and agrees that Betterment may modify the Advisory Agreement from time to time and Client agrees to consult the Interface from time to time for the most up-to-date Advisory Agreement.

The electronically stored copy of this Advisory Agreement is considered to be the true, complete, valid, authentic, and enforceable record of the Advisory Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. Client agrees to not contest the admissibility or enforceability of Betterment's electronically stored copy of the Advisory Agreement in any proceeding arising out of the terms and conditions of the Advisory Agreement. If more than one individual has electronically signed this Advisory Agreement as a Client, the obligations under this Advisory Agreement will be joint and several and identical to the obligations of joint Account Holders who have signed a paper Advisory Agreement.

- u. Client understands and agrees that Betterment may in its discretion, but is not obligated to, monitor or record any of Client's telephone conversations with Betterment for quality control and regulatory compliance purposes and for its own protection. Betterment may also monitor and make a record of Client's use of Services and any other communications between Betterment and Client and may use the resulting information for internal purposes or as may be required by applicable law. Unless otherwise agreed in writing, Betterment does not consent to the recording of telephone conversations by any third party or Client. Client acknowledges and understands that not all telephone lines or calls are recorded by Betterment and Betterment does not guarantee that

recordings of any particular telephone calls will be retained or capable of being retrieved.

30. *Electronic Signatures.* Client's intentional action in providing an electronic signature, constituted by clicking a button indicating an electronic signature, typing Client's name in a signature field, or otherwise entering an electronic signature, is valid evidence of consent to be legally bound by this Advisory Agreement and by other documentation submitted in the Application process or governing Client's relationship with Betterment, and as valid evidence of consent to be legally bound by any other documents relating to the Program Client electronically signs.

The use of an electronic version of Account documents 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 relating to the Program that Client electronically signs. Client is solely responsible for reviewing and understanding all of the terms and conditions of these documents. Client accepts as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, notice by electronic means, including, the posting of modifications to this Advisory Agreement on the Website.

The electronically stored copy of this Advisory Agreement is considered to be the true, complete, valid, authentic, and enforceable record of the Advisory Agreement, admissible in judicial or administrative proceedings to the same extent as if the document and records were originally generated and maintained in printed form. Client agrees not to contest the admissibility or enforceability of Betterment's electronically stored copy of the Advisory Agreement in any proceeding arising out of the terms and conditions of the Advisory Agreement. If more than one individual has electronically signed this Advisory Agreement as a Client, obligations under this Advisory Agreement will be joint and several and identical to the obligations of joint Account Holders who have signed a paper Advisory Agreement.

31. *Electronic Delivery of Documents.* Client acknowledges receipt and acceptance of the "Consent to Electronic Delivery of Documents from Betterment and Betterment Securities" which is attached hereto. All written notices to any party under this Advisory Agreement shall be sent to such party in electronic form either through applicable means of the Interface or through designated email addresses, or such other address as such party may designate in writing to the other. Client is responsible for maintaining a valid email address and software and hardware to receive, read and send email. Client hereby agrees to provide Betterment with a current email address and promptly notify Betterment of any changes to his or her email address in his or her Account on the Interface or the Website. Notwithstanding the above, Betterment may occasionally require certain communications from the Client to be sent in non-electronic form.
32. *Electronic Funds Transfer.* Client acknowledges receipt and acceptance of the "Electronic Funds Transfer Rights and Error Resolution" which is attached hereto.

33. **Complaints.** Formal written complaints about your Betterment account may be directed to Betterment at [support@bettermentsecurities.com](mailto:support@bettermentsecurities.com) or by mail at 61 West 23<sup>rd</sup> Street, 4<sup>th</sup> Floor, New York, NY 10010.

34. **ARBITRATION AGREEMENT AND DISCLOSURE.**

- a. **Required Arbitration Disclosures.** This Advisory Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:
- i. All parties to this Advisory Agreement are giving up the right to sue each other in court, including the right to a trial by jury, and the right to litigate on a class basis, except as provided by the rules of the arbitration forum in which a claim is filed.
  - ii. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
  - iii. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
  - iv. 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 date.
  - v. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
  - vi. 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.
  - vii. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.
- b. Client agrees to resolve by binding arbitration any controversy that may arise between Betterment and Client relating in any way to this Advisory Agreement, Client's relationship with Betterment, or any service provided by Betterment to Client. This arbitration agreement includes any controversy involving the performance, construction, or breach of this Advisory Agreement or any other written agreement between Betterment and Client.
- c. Such arbitration shall be conducted before FINRA and in accordance with the arbitration rules and regulations then in effect at FINRA. Any party may initiate arbitration by filing a written claim with FINRA. If arbitration before FINRA is unavailable or impossible for any reason, then such arbitration will be conducted under the auspices of JAMS pursuant to its Arbitration Rules and Procedures. The arbitration shall be conducted by a retired judge who is

experienced in resolving disputes regarding the Securities business. The parties agree that the arbitration shall apply the substantive law of New York to all state law claims, that limited discovery shall be conducted in accordance with JAMS's Arbitration Rules and Procedures, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with JAMS's Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law, or other written explanations of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law.

- d. Federal and state statutes of limitation, repose, and/or other rules, laws, or regulations impose time limits for bringing claims in federal and state court actions and proceedings. The parties agree that all federal or state statutes of limitation, repose, and/or other rules, laws, or regulations imposing time limits that would apply in federal or state court, apply to any dispute, claim or controversy brought under this Agreement, and such time limits are hereby incorporated by reference. Therefore, to the extent that a dispute, claim, or controversy arises under this Agreement and would be barred by a statute of limitation, repose or other time limit, if brought in a federal or state court action or proceeding, the parties agree that such dispute, claim, or controversy shall be barred in an arbitration proceeding.
- e. Any award of the arbitrator or a majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, attorneys' fees or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.
- f. To the extent permitted by law, the parties to this Advisory Agreement agree that each may assert claims against the other only in an individual capacity, and not as a class representative or class member in any putative class action, representative action, or class-wide arbitration. The parties agree that no individual claims in arbitration shall be consolidated or combined without the consent of all parties.
- g. This agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

- h. Client agrees to the provisions described above and the following additional provisions, regardless of whether Client is or is not residing in the United States at the time a controversy arises between Betterment and Client:**
  - i. Client agrees that any arbitration hearing will be held in New York, New York unless otherwise agreed between Betterment and Client in a signed writing or unless FINRA designates another hearing location;**
  - ii. Client agrees to the personal jurisdiction of the courts located in the State of New York, U.S.A, to interpret and enforce these arbitration provisions described in this Advisory Agreement; and**
  - iii. All arbitrations will be held in the English language, unless otherwise agreed to by the parties.**
  
- i. Client makes this arbitration agreement on behalf of Client and Client's heirs, administrators, representatives, executors, successors, assigns, and together with all other persons claiming a legal or beneficial interest in the Account.**

**NOTE: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS ADVISORY AGREEMENT, INCLUDING THE ARBITRATION CLAUSE LOCATED AT SECTION 34 OF THIS ADVISORY AGREEMENT.**

## **ADDENDUM TO ADVISORY AGREEMENT (SUPPLEMENTARY SERVICES ONLY)**

This Addendum to the Advisory Agreement (this “Addendum”) is entered into by Betterment LLC (“Betterment”), an SEC-registered Investment Adviser, and Client. Client is contracting with Betterment to participate in certain aspects of Betterment’s investment management wrap fee program and, simultaneously with the execution of this Addendum, is agreeing to the applicable terms of the Advisory Agreement (the “Advisory Agreement”) between Client and Betterment that are described herein. In the event of a conflict between the terms of this Addendum and the terms of the Advisory Agreement, the terms of this Addendum shall control. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Advisory Agreement. **This Addendum shall only apply to Clients that have not previously entered into an Advisory Agreement with Betterment and opened an Account with Betterment and Betterment Securities.**

WHEREAS, Client desires to receive certain Supplementary Services offered by Betterment, as described in Section 10(B) of the Advisory Agreement;

WHEREAS, Client has not previously entered into an Advisory Agreement or an agreement with Betterment Securities or opened an Account with Betterment or Betterment Securities; and

WHEREAS, This Addendum modifies those sections of the Advisory Agreement that are not applicable to Client’s receipt of the Supplementary Services and amends certain other provisions of the Advisory Agreement to apply to Client’s receipt of the Supplementary Services.

NOW, THEREFORE, Betterment and Client agree that the Advisory Agreement shall be amended in the following manner with respect to Client's receipt of Supplementary Services:

1. The term “Advisory Agreement” shall include the Advisory Agreement and this Addendum. The term “Client” shall mean an individual who has not opened an Account but who will receive Supplementary Services.
2. Section 4 is hereby deleted in its entirety and replaced with the following: “*True and Accurate Information*. The information that Client provides to Betterment (including any financial consultant) as part of the Supplementary Services is incorporated into the Advisory Agreement. Client attests that such information is or will be current, accurate, truthful, and complete. Client agrees to indemnify and hold Betterment and its affiliates harmless from and against any and all Losses arising out of or relating to Client’s failure to provide true and accurate information to Betterment or to update such information during the term of the Advisory Agreement.”
3. Client will not be opening an Account with Betterment or Betterment Securities in connection with receipt of the Phone Consultation Services and, therefore, those sections of the Advisory Agreement that relate to Client’s establishment or maintenance of an Account with Betterment or Betterment Securities or Integrated Rights shall not be applicable to or enforceable against Client. These sections include: Sections 7, 8, 9, 10(A), 10(C), 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 (solely to the extent it refers to Betterment Securities and Plaid or Quovo), and 32.

4. Client acknowledges that Betterment and its financial consultants will not have any ongoing supervision, monitoring, or reporting obligations related to advice and recommendations delivered to Client as part of the Phone Consultation Services.
5. Client accepts full responsibility for all investment decisions Client makes in contravention of the investment advice Betterment provides to Client and agrees to hold Betterment harmless therefrom.
6. Client will not be charged a fee for receiving Supplementary Services.
7. Section 25 of the Advisory Agreement is hereby deleted in its entirety and replaced with the following: "This Advisory Agreement and Addendum shall terminate immediately following the provision of Supplementary Services (e.g., a specific telephone call) to Client. Notwithstanding the foregoing, Sections 28, 29, 30, 31 and 33 shall survive termination of the Advisory Agreement."
8. The following sub-sections of Section 29 of the Advisory Agreement are inapplicable to Client: (b), (c), (d), and (e). Section 29(o) of the Advisory Agreement is hereby amended to include the words "the Addendum with respect to Clients who receive only Supplementary Services," following "and the Integrated Rights thereof." Section 29(t) of the Advisory Agreement is hereby deleted in its entirety and replaced with the following: "Client's intentional action in electronically signing this Advisory Agreement is valid evidence of consent to be legally bound by this Advisory Agreement and by other documentation submitted in the signup process for Supplementary Services or governing Client's relationship with Betterment. The use of an electronic version of Program documents 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 that Client electronically signs through the link to the location on the Interface presented when Client signs up to receive Supplementary Services. Client is solely responsible for reviewing and understanding all of the terms and conditions of these documents. Client accepts as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including the posting of modifications to this Advisory Agreement on the Interface. The electronically stored copy of this Advisory Agreement is considered to be the true, complete, valid, authentic, and enforceable record of the Advisory Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. Client agrees to not contest the admissibility or enforceability of Betterment's electronically stored copy of the Advisory Agreement in any proceeding arising out of the terms and conditions of the Advisory Agreement."
9. The following Schedules and attachments to the Advisory Agreement apply to Phone Consultation Services and, therefore, to Client: Consent to Electronic Delivery of Documents from Betterment and Betterment Securities; Summary of Business Continuity Plan.

Client acknowledges receipt of a copy of this Addendum and the Advisory Agreement, including the Arbitration Clause located at Section 34 of the Advisory Agreement.

## ATTACHMENT

### CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

1. *Consent to Electronic Delivery.* Betterment LLC ("Betterment") serves Client as an electronic-based investment adviser providing self-directed investment advisory services. MTG d/b/a Betterment Securities ("Betterment Securities") serves Client as an electronic-based broker-dealer providing self-directed brokerage services. By becoming a participant in the Program, opening an Account, and agreeing to the terms and conditions of the Website Client agrees to receive all communications from Betterment and Betterment Securities via the World Wide Web or e-mail. By agreeing to electronic delivery Client is giving informed consent to electronic delivery of all Account Communications (defined below). "Account Communications" mean all current and future Account statements, trade confirmations, notices, disclosures, regulatory communications (including prospectuses, proxy solicitations and privacy notices), and other information, documents, data and records regarding the Account and all services provided by Betterment and Betterment Securities (including amendments to Advisory Agreement and Brokerage Agreement) delivered or provided to Client by Betterment, by Betterment on behalf of Betterment Securities, by Betterment Securities directly, or the issuers of the Securities and/or Other Property in which Client invest and other parties.
2. *Revocation of Consent.* Client may revoke or restrict consent to electronic delivery of Account Communications at any time, subject to the terms of the Advisory Agreement and Brokerage Agreement, by notifying Betterment in writing or by phone of intention to do so. Client also has the right to request paper delivery of any Account Communication that the law requires Betterment or Betterment Securities to provide Client in paper form. Client understands that, the foregoing fee disclosures notwithstanding, if Client revokes or restricts consent to electronic delivery of Account Communications or requests paper delivery, Betterment or Betterment Securities, at their discretion, may charge Client a reasonable service fee for the delivery of Account Communications that would otherwise be delivered to Client electronically, restrict the Account, or close the Account and terminate access to the Program or Service. Neither Client's revocation or restriction of consent, Client's request for paper delivery, nor Betterment's or Betterment Securities's delivery of paper copies of Account Communications will affect the legal effectiveness or validity of any electronic communication provided while Client's consent was in effect.
3. *Electronic Delivery System.* Betterment and Betterment Securities will deliver Account Communications by making them available via the Interface. If required by applicable law or rules, Betterment or Betterment Securities will notify Client by e-mail when Account Communications are posted on the Interface. Such notification may be sent directly by Betterment, by Betterment Securities via Betterment email systems and addresses, or by Betterment on behalf of Betterment Securities. Client will have access through the Interface to an archive of all documents Client received via electronic delivery for at least the current year. Client may obtain copies of earlier documents on request. All e-mail

notifications of Account Communications will be sent to Client's e-mail address of record. Client is responsible for maintaining a valid email address and software and hardware to receive, read, and send email. Client hereby agrees to provide Betterment and Betterment Securities with a current email address and promptly notify Betterment and Betterment Securities of any changes to his or her email address in his or her Account on the Interface or the Website.

4. *Network Security and Reliability.* Client acknowledges that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. E-mail notifications sent by Betterment or Betterment Securities will not contain sensitive or confidential customer information, including account numbers. Due to security risks, Client will not send any sensitive information, such as account numbers or Passwords, in an unencrypted e-mail. E-mails on rare occasions may fail to transmit properly. Regardless of whether Client receives an e-mail notification, Client agrees to check the Interface regularly for up-to-date information and to avoid missing time-sensitive information. Client agrees that, for Client's records, Client can download and save or print the Account Communications Client received via electronic delivery.
5. *Method of Communication.* Client acknowledges agreement to the Method of Communication provisions of the Brokerage Agreement and Advisory Agreement, Sections 8 and 6 respectively of those agreements.
6. *Review of Account Communications.* Client agrees to promptly and carefully review all Account Communications as and when delivered and if Client objects to the information provided notify Betterment and Betterment Securities via email to Betterment within five (5) days of delivery or within three (3) days of delivery in the case of transaction confirmations, or within such other applicable time frame as a communication may denote. Betterment and Betterment Securities are entitled to treat such information as accurate and conclusive unless Client objects via email within five (5) days of delivery. Email address(es) to which Client directs any objections will be designated by Betterment and Betterment Securities, in their sole discretion. Designated email address(es) will be listed on Account Communications and/or on the Website and may be Betterment email accounts which are routed to Betterment Securities.
7. *Duration of Consent.* This consent will be effective immediately and will remain in effect unless and until either Client, Betterment, or Betterment Securities revokes it. Client understands that it may take up to three (3) days to process a revocation of consent to electronic delivery, and Client may receive electronic notifications in the interim.
8. *Costs.* Potential costs associated with electronic delivery of Account Communications include charges from Internet access providers and telephone companies, and such charges are borne by Client. Betterment and Betterment Securities do not charge Client additional online access fees for receiving electronic delivery of Account Communications.

9. *Hardware or Software Requirements.* Client understands that to receive electronic deliveries, Client must have Internet access, a valid e-mail address, the ability to download and have ongoing access to such applications as Betterment and Betterment Securities may specify and a printer or other device to download and print or save any information Client may wish to retain. Betterment and Betterment Securities will notify Client of any changes in the hardware and software requirements needed to access electronic records covered by this consent.
10. *Consent and Representations.* Client hereby agrees that Client has carefully read the above information regarding informed consent and fully understands the implications thereof. Client hereby agrees to the conditions outlined above concerning electronic delivery of Account Communications. Client also agrees that Client will maintain a valid e-mail address and continue to have access to the Internet. If Client's e-mail address changes, Client agrees to notify Betterment and Betterment Securities of the new e-mail address immediately via the Interface.

## **SUMMARY OF BUSINESS CONTINUITY PLAN**

SEC and FINRA Rules require investment advisers and broker-dealers to create and maintain a business continuity plan.

In accordance with these rules Betterment LLC and Betterment Securities have both developed a plan that is intended to permit us to continue critical business operations during natural disasters, power outages or other significant events.

Betterment LLC is an SEC Registered Investment Adviser. Betterment Securities is an SEC registered broker-dealer and member of FINRA and SIPC.

While there can be no assurance that service will continue without interruption in all circumstances, the plans do address the actions that the firms will take in the event that there is a significant disruption. Account access is planned to be restored as the first step, which would be followed by other critical business operations.

If there is a local disruption to the operating facilities of either firm, the respective business continuity plans call for the affected firm to establish operations from an alternate location.

We maintain data backup records, located well away from our primary facility so that they would not be affected by a regional disruption. We intend for account access to be available through these records should the primary data center suffer a disruption. Our plan will be reviewed, updated and tested periodically.