

# **BEAGLE CUSTOMER AGREEMENTS**

**Updated as of 10/6/2021**

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This Beagle Customer Agreements (the “Advisory Agreement”), which is entered into by you (“you” or the “Client”) and Beagle Invest, LLC (“Beagle”, “we” or “our”), sets forth the terms and conditions under which Beagle offers the program described in Section 1 below (the “Program”) and governs the advisory services that we provide you with respect to your participation in the Program. This Advisory Agreement applies to you if you are an individual who is establishing or has previously established one or more of the accounts enumerated in Section 1 below. By clicking or tapping “Accept and continue” or otherwise acknowledging your consent electronically, you agree to enter into and be bound by the terms and conditions of this Advisory Agreement.

Pursuant to the Beagle E-sign Consent agreement (the “esign agreement”) that you are required to enter into as a condition of executing this Advisory Agreement, clicking that you accept has the same legal effect as signing a paper version of this Advisory Agreement. You acknowledge that this Advisory Agreement may be amended from time to time. Amended agreements will be posted on the Beagle website, [www.meetbeagle.com](http://www.meetbeagle.com) (the “website”). You will be notified of amended agreements by website postings, emails linking to the website, other emails, text or push messages, traditional mail or other means of notification via the application. You agree to check the website for new versions of this Advisory Agreement and other agreements relating to your participation in the Program. You agree that, by keeping one or more of your individual accounts (as defined below) or using the program without objecting in writing after Beagle notifies you of a new version of an agreement, you will agree to and accept all terms and conditions of any amended agreement, including any new or changed terms or conditions.

## **1: The Program**

The Beagle Invest Account is a fee-based investment advisory account for the investor who is looking for a professional-management account. The account will be designed by Beagle and its investment staff will manage the account assets based on the information derived during the signup process on the website. The term ‘fee-based’ means that you (the “Client”) compensate Beagle for this service by paying a monthly fee.

Beagle’s Investment Advisory Services program provides a relationship that is based on a mutual understanding and trust between the client and Beagle- to strive for and focus on your objectives, with the overall achievement towards your goal(s). Using this information, Beagle will recommend an investment program which consists of low-cost exchange traded funds (ETF’s).

Based on the information that you entered on the website, a custom portfolio will be designed made up of Exchange Traded Funds (ETF’s). Below are the highlighted points of how your portfolio will be managed and charged.

The method of management agreed upon for this Account includes:

An asset allocation portfolio based on Exchange Traded Funds (ETF’s). The Beagle Account uses age-based investing with portfolio objectives and risk-based questions to adjust risk tolerance via user input.

Fee Arrangement: The Client will pay a monthly subscription fee of \$3.99 for the option to open accounts on the Beagle platform.

Beagle utilizes six (6) model portfolios based on your recorded portfolio objectives and risk tolerance. The model portfolios range from ‘max growth’, ‘growth’, ‘growth income’, ‘balanced’, ‘income’ to ‘capital preservation’.

The below charts indicate Beagle’s Individually Managed Exchange Traded Fund Portfolios:

**Beagle Max Growth Portfolio**

The Max Growth portfolio consists of all equity, and the ETF selection comprises stocks that are expected to appreciate, taking into account long-term potential and potentially large short-term price fluctuations. An investor seeking this portfolio has a high risk tolerance and a long-term investment time horizon. Generating current income isn’t a primary goal.

Description	ETF Ticker	Percentage
Large Company Stocks	VOO	44%
Large Company Growth Stocks	VUG	6%
Medium Company Stocks	VO	6%
Small Company Stocks	VTWO	6%
International Stocks	VXUS	38%

**Beagle Growth Portfolio**

The Growth portfolio consists of a mix of 80% equity and 20% fixed income. An investor seeking this portfolio has a strong risk tolerance and a longer-term investment time horizon but also wants some fixed income exposure to reduce volatility in the portfolio.

Description	ETF Ticker	Percentage
Large Company Stocks	VOO	40%
Medium Company Stocks	VO	5%
Small Company Stocks	VTWO	5%
International Stocks	VXUS	30%
U.S. Aggregate Bonds	BND	20%

**Beagle Growth Income Portfolio**

The Growth Income portfolio will typically be invested in a blend of growth/higher volatility assets comprising 70% of the total portfolio and fixed income comprising 30% of the portfolio. Investors in this

category have a moderate to high tolerance for risk and typically a medium to long-term investment time horizon.

<b>Description</b>	<b>ETF Ticker</b>	<b>Percentage</b>
Large Company Stocks	VOO	35%
Mid-Cap Blend	VO	4%
Small-Cap Blend	VTWO	4%
International Stocks	VXUS	27%
U.S. Aggregate Bonds	BND	28%
Short-Term Bonds	BSV	2%

### **Beagle Balanced Portfolio**

The Balanced portfolio invests in both stocks and fixed income, at a 50/50 ratio, to reduce potential volatility. The portfolio has exposure to a mix of low volatility and growth/higher volatility assets. Investors in this category have a moderate tolerance for risk and typically a medium-term investment time horizon.

<b>Description</b>	<b>ETF Ticker</b>	<b>Percentage</b>
Large Company Stocks	VOO	26%
Mid-Cap Blend	VO	3%
Small-Cap Blend	VTWO	3%
International Stocks	VXUS	18%
U.S. Aggregate Bonds	BND	44%
Short-Term Bonds	BSV	6%

### **Beagle Income Portfolio**

The Income portfolio will typically include lower volatility assets as well as some exposure to growth or higher volatility assets. The portfolio invests in 20% stocks and 80% fixed income and investors in this category have some tolerance for risk and typically a short to medium-term investment time horizon.

<b>Description</b>	<b>ETF Ticker</b>	<b>Percentage</b>
Large Company Stocks	VOO	12%

Large Company Diversified Stocks	VV	2%
International Stocks	VXUS	6%
U.S. Aggregate Bonds	BND	65%
Short-Term Bonds	BSV	15%

### **Beagle Capital Preservation Portfolio**

This Capital Preservation portfolio will typically be invested in lower volatility assets. Investors in this category have a low tolerance for risk and typically a short-term investment time horizon.

<b>Description</b>	<b>ETF Ticker</b>	<b>Percentage</b>
Large Company Stocks	VOO	2%
Large Company Diversified Stocks	VV	2%
U.S. Aggregate Bonds	BND	30%
Short-Term Bonds	BSV	40%
Short-Term U.S. Treasury Bonds	VGSH	26%

You hereby understand and agree that the Program: (a) is not a complete investment program; (b) does not account for multiple goals; (c) unless otherwise indicated by the Platform, does not consider outside assets, concentration, debt or other accounts you may have with Beagle, any of its affiliates or with any third party; (d) has limits on quantitative models, profiles and underlying securities; (e) is not suitable for all investors; and (f) relies on the information provided by you, including the accuracy thereof, in providing investment advice, and does not verify the completeness or accuracy of such information.

Where Beagle agrees to accept and open an account for the Client, Beagle will open such account with the Client pursuant to the terms and conditions of this Advisory Agreement. Beagle will aid you, through the Platform, in establishing an account at Apex Clearing Corporation, a New York corporation and registered broker-dealer unaffiliated with Beagle (“Apex” or “Custodian”), the clearing broker and qualified custodian for Client accounts. Beagle may delay establishing a Beagle Account at Apex until such time as the Client authorizes a contribution to fund the Beagle Account and/or until such time as Beagle receives all required account opening information from you in order to establish the Beagle Account.

Beagle may remove or replace the Custodian at any time subject to the terms of the Advisory Agreement (as defined below). Your participation in the Program requires that you agree to the Apex

customer agreements, whereby Apex will act as the clearing broker and qualified custodian for your account(s). With respect to any account, Beagle will introduce all trades and transactions from Beagle to the Custodian, and the Custodian will establish and carry an account that holds your securities and cash and records your transactions in the Program (a “Beagle Account”).

You acknowledge that neither Beagle nor any investment service provider engaged by Beagle is responsible for the obligations of the Custodian or any successor custodian and that Beagle and the Custodian have separate agreements with you that allocate separate sets of rights and obligations between you and the respective entity. Clients can view monthly statements and trade confirmations on their dashboard upon logging into their Beagle accounts at any time. Prospectuses for ETFs can be made available to clients upon request to Beagle by emailing support@meetbeagle.com.

You further acknowledge that the services you receive through participating in the Program are sufficient consideration for you to enter into this Advisory Agreement.

## **2: Appointment and Acceptance as Investment Advisor**

The Client hereby appoints Beagle to perform the services set forth herein; and Beagle accepts such appointment; and Beagle shall be responsible for the implementation of the services for which it engages regarding those assets referred to as the (“Account”) designated by the Client to be subject to the terms and conditions of this Agreement.

Client hereby authorizes Beagle to manage the (“Account”), including to invest and reinvest in securities and cash or cash equivalents, and take any action with respect to the Account that Beagle determines is reasonable in its discretion, based on the agreed upon investment strategy. The Account includes assets resulting from the initial deposit, earnings and losses, dividends, distributions and gifting, charges and fees, and subsequent deposits.

## **3: Duties of the Client**

The client agrees to: (1) Notify Beagle of a change in life status including but not limited to, employment, retirement, marital status, or household, by updating their profile on the dashboard. (2) Promptly notify Beagle in writing via email to support@meetbeagle.com of any changes to the restrictions or limitations applicable to the Account, and to provide Beagle with prior notice of any changes in the identity of persons authorized to receive information with respect to the Account. (3) Execute any and all agreements, including limited powers of attorney, necessary or appropriate to enable Beagle to perform its investment advisory services hereunder.

## **4: Scope of Engagement: Discretionary Basis**

Client grants Beagle by use of its algorithm, full discretionary authority to design, revise and reallocate a custom portfolio for Client. Discretionary authority allows the Beagle algorithm to select the identity of the security, and amount to be bought or sold for the Account, including the price, when and in such amounts, and in such manner as the Beagle algorithm deems advisable to buy, sell, exchange, convert, and otherwise trade, retain, or reinvest the assets in the Beagle Account without consultation or ratification by Client.

Recommendations rely upon the personal investment information provided by Client. Client information is needed for Beagle's algorithm to generate recommendations on Client's investment account, and approach to be utilized by Beagle and agrees it is appropriate for the Client's circumstances. Client represents and warrants to Beagle that this Advisory Agreement is binding upon Client, and that Client has full power and authority to grant investment discretion to Beagle with respect to the Account. Beagle is authorized to buy, sell, and trade in financial instruments and investment products, on margin or otherwise, and to give instructions in furtherance of such authority to another financial institution and/or custodian of the Assets.

## **5: Custodian**

Client also grants Beagle to open an account for the client pursuant to the terms and conditions of this Advisory Agreement, through use of its Platform. Beagle will assist Client in establishing an account at Apex Clearing Corporation, a New York Corporation and registered broker-dealer. The Account shall be held by Apex Clearing Corporation as custodian, as arranged by Beagle. The Custodian shall carry out all duties as custodian, including duties to maintain separate accounts by legal registration, value the holdings, credit interest and dividends owed to the Account, credit principal paid on called or matured securities, settle all transactions, mail confirmations and statements that detail transactions, cash flows, securities held and their current value, and change in value of each security since the previous statement. Account statements shall be provided by custodian to Client at least quarterly.

Client agrees to authorize the delivery of the cash and securities to be managed by Beagle and any assets that Client may add hereafter to the Account. Beagle shall not have custody of any of the assets in the Account. Client will be responsible for paying all fees and charges of the Custodian.

Beagle will arrange all execution services relative to Client's Beagle Accounts through Apex, our brokerage and custody firm. In no event will Beagle be obligated to submit any transaction for execution which it believes would be in violation of applicable state or federal law, or of any rule or regulation of any regulatory or self-regulatory body.

Any valuation of the assets in the Account pursuant to this Advisory Agreement shall be made by the Custodian.

Under no circumstances will Beagle act as Custodian for the Account or have possession of any portion of the cash or investments of the account except for authorized fee withdrawal.

Beagle will not have custody, at any time, of Client funds and/or securities. Beagle will not be deemed to have custody over the Account due to the deduction of Client fees because Beagle will:

1. Obtain written authorization from the Client to deduct advisory fees from the account; and
2. Each time a fee is directly deducted from a Client account, Beagle will concurrently:
  - a. Send the qualified custodian notice of the amount of the fee to be deducted; and
  - b. Send the Client an invoice itemizing the fee.

At least quarterly, the qualified custodian sends to the Client an account statement identifying the amount of funds and each security in the account at the end of the period and setting forth all transactions in the account during that period. Beagle will not provide any additional reports.



## **6: Risk Acknowledgement & Beagle Liability**

Beagle does not guarantee the future performance or profitability of your Beagle Account, strategy, or recommendations related to the Account. Beagle does not make any guarantee that the investment objectives, expectations, or goals described on the Platform will be reached. Client understands that investment products and decisions made for Client's Account are subject to various market, interest rate, currency, economic, political and business risks. Beagle's Platform will provide recommendations only with respect to client's Beagle account, based on the information provided by Client. Beagle will not consider any other securities, cash or investment owned by the Client not designated by this Agreement.

Except as may otherwise be provided by law, Beagle will not be liable to Client for (a) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Beagle with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Beagle's adherence to Client's written or oral instructions; or c) any act or failure to act by the Custodian, any broker, or dealer to which Beagle directs transactions for the Account, or by any other third party. Nothing in this Agreement will waive or limit any rights that Client may have under federal and state security laws.

Client understands that neither Beagle nor Custodian shall be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes or other conditions, commonly known as "acts of God," beyond that party's control. Client has been informed, understands and acknowledges that the investments in Account are not insured by the Federal Deposit Insurance Corporation (FDIC). The investment funds deposited by Client into Client's Beagle Account are not deposits with or the obligation of or guaranteed by the Custodian or any of its affiliates, and these investments are subject to investment risk, including possible loss of principal invested, and that past performance is no guarantee of future results.

Client acknowledges that ETF performance may not match the performance of the index or benchmark the ETF is designed to track for a potential variety of reasons, including ETF expenses and costs not incurred by the relevant benchmark or index, the availability of certain securities comprising the relevant index, benchmark, or supply and demand of the ETF and or securities held by the ETF.

Clients should be aware of risks associated with ETF's, including net asset valuations and tracking error. A stock index cannot be purchased. As a result, Beagle Invest may purchase ETFs that track a particular stock index. An ETF's performance may not exactly match the performance of the index or market benchmark that the ETF is designed to track because 1) the ETF will incur expenses and transaction costs not incurred by any applicable index or market benchmark; 2) certain securities comprising the index or market benchmark tracked by the ETF may, from time to time, temporarily be unavailable; and 3) supply and demand in the market for either the ETF and/or for the securities held by the ETF may cause the ETF shares to trade at a premium or discount to the actual net asset value of the securities owned by the ETF. Clients should be aware that to the extent they invest in ETF securities they will pay two levels of advisory compensation – advisory fees charged by Beagle Invest plus any advisory fees charged by the issuer of the ETF. This scenario may cause a higher advisory cost (and potentially lower investment returns) than if a Client purchased the ETF directly. An ETF typically includes embedded expenses that may reduce the ETF's net asset value, and therefore

directly affect the ETF's performance and indirectly affect a Client's portfolio performance or an index benchmark comparison. Expenses of the ETF may include investment advisor management fees, custodian fees, brokerage commissions, and legal and accounting fees. ETF expenses may change from time to time at the sole discretion of the ETF issuer. ETF tracking error and expenses may vary.

## **7: Indemnification**

To the extent provided by applicable law, Client hereby agrees that Beagle, its affiliates, officers, directors, employees, representatives, successors, assigns and authorized agents (collectively the "Indemnified Persons") shall not be held liable for any loss aforementioned in Section 5. Client shall, without limiting any other indemnity provision of this Advisory agreement, hold harmless Beagle, and Indemnified Persons from any and all obligations, claims, losses, judgements, damages, liabilities, costs, fees and expenses, including any attorney's fees, arising out of or relating to: 1) any breach of this agreement by Client, including Client's failure to provide true, accurate, complete, and current information (including Client information), or to update Client information, or any misrepresentation or omission made by Client in this Advisory Agreement 2) any use or access to the Platform/algorithm and the advisory services provided hereunder, 3) any direction, instruction, or communication Client provides with respect to this Advisory Agreement, Client's Beagle Account (including deposits, withdrawals, or transfers of assets to or from such account) or 4) any claims brought against any Indemnified Persons relating to services provided to Client prior to the execution of this Advisory Agreement by any person who at the time of the provision of such services was not an indemnified person. This indemnification shall survive the termination of this agreement, Client's use of the Platform/Algorithm, and the Beagle Account.

Client acknowledges that it is Client's responsibility to provide the correct payment instructions for your funding account to Beagle, the Custodian, and the ACH Operator when requested in setting up your Beagle Account. Client agrees to be bound by the National Clearing House Association ("NACHA") Rules and any applicable state ACH Operating Rules. Client acknowledges that any mismatched, incorrect, or incomplete, identifying information regarding Client's funding account, may result in a funds transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to Client.

You agree that Beagle may request and Beagle, the ACH Operator or Custodian may make transfers for withdrawals from your Beagle Account(s) solely by reference to the account number of the recipient. None of Beagle, its affiliates, the Custodian, or the ACH Operator shall be obligated by any provision of this Advisory Agreement or any other agreements governing your participation in the Program to determine whether there is a discrepancy relating to names or account numbers in transfers between your Beagle Account and your Funding Account. You agree to indemnify and hold Beagle, the Custodian, and the other Indemnified Persons harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding your Funding Account or in payment instructions for an ACH or other fund transfer to make deposits or withdrawals with respect to your Beagle Account or Funding Account. You agree that processing of ACH or other fund transfers for deposits or withdrawals may be delayed for five business days or longer. If you believe a transfer has not been properly credited to you, you agree to notify Beagle promptly. You agree that money transferred via an ACH transfer may not be reflected in a deposit credited to your Beagle Account during periods of ACH processing delays. You agree that, notwithstanding anything to the contrary in this Advisory Agreement or the Form CRS, neither Beagle nor any of its Indemnified

Persons, nor the Custodian, shall be liable for transfer processing delays, any act or omission of, including without limitation any overdraft or other fee charged by any financial institution, or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from an ACH or other fund transfer associated with a deposit is provisional until the Custodian receives payment. Without limiting any other rights of Beagle or the Custodian to delay a withdrawal or deny a request for a withdrawal, Beagle and the Custodian reserve the right to delay or prevent a withdrawal of the proceeds of any deposit pending verification of final payment. If the Custodian does not receive final payment, or if your Beagle Account has been credited by mistake, you authorize Beagle to instruct the Custodian to (i) reverse the credit to your Beagle Account, or otherwise reimburse the Custodian and/or Beagle, as applicable, if assets in your Beagle Account are not sufficient, for such final payment or the amount of such erroneous credit, as applicable, and/or (ii) cancel or suspend the provision of services to you or delay, limit, restrict, or refuse any transaction for you at any time for any length of time without prior notice to you if Beagle believes in good faith that such suspension or delay is necessary or appropriate. If a payment funding a deposit to your Beagle Account does not become final, the originator (which is you in the case of a deposit originating in your Funding Account and the holder of money) will not be deemed to have paid you in your Beagle Account.

The federal and state securities laws impose liability under certain circumstances on persons who act in good faith. Consequently, nothing in this Advisory Agreement shall waive or limit any rights that you may have under federal or state securities laws.

## **8: Legal Capacity**

Client hereby certifies that Client is legally empowered to enter into and perform the terms of this Advisory Agreement. Client represents that Client is 18 years of age or older.

## **9: Advisory Account Fee & Other Charges**

Beagle is entitled to charge a fee for the investment advisory services performed under this Advisory Agreement. Fee information can be found under 'Section 1'. Management fees for services described herein are billed monthly.

Beagle is authorized to instruct custodian to deduct the appropriate dollar amount(s) from Client's Account(s) when necessary to satisfy the advisory fees in connection with its services under this Agreement. If there is not sufficient cash available, Beagle shall affect a transaction to cover the fee amount due. Beagle's fee will be debited from Client's Account(s) that are managed under this Agreement. The Client's Account statement will reflect the amount of the fee that was charged and deducted.

Client understands that the payment of fees may produce income tax results different from those resulting from the payment of brokerage commissions or other transactional charges on a per trade basis. Client understands that neither Beagle nor the Custodian offer advice with respect to these matters and that Client should seek the counsel of a qualified tax advisor, accountant and/or other professional in this respect. Further, Client understands and acknowledges that it is Client's responsibility to ensure that the payment method selected, and subsequent treatment of the related

expenses, complies with applicable tax and other regulations. If Client is not a tax-exempt entity, the sale, redemption or exchange of investments may result in taxable gains or losses.

In computing the market value of any investment of the Beagle Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the last sale price on the valuation date. However, for assets such as alternative investments where a fee is charged and the custodian does not price the security, the asset may be priced by the provider of the asset according to their pricing policy or may also involve independent pricing services for assets that are priced in that manner. Beagle itself does not price any investment or security for which it charges a management fee or that is included in the portfolio return.

The investment advisory fee is billed directly to the Custodian, with an informational copy of the invoice to the Client. The Custodian deducts the fee for the Account upon receipt of the invoice, or shortly thereafter. Beagle will not be compensated based on the basis of a share of capital gains or capital appreciation of the assets in the Account.

The client shall be given thirty (30) days prior written notice of any increase in fees and the Client will acknowledge, in writing, any agreement of increase in said fees.

Client acknowledges and agrees to pay Custodian's fees as it relates to the servicing of their accounts. These fees are listed in Schedule F and include banking, account operations and retirement account termination fees. These ancillary account fees are not covered by the advisory fee that Beagle charges. These fees are charged by the Custodian and are incurred based on a Client's request, beyond our control and accordingly excluded from the fees and services covered by the monthly fee.

## **10: Deposits and Purchases**

You agree that you will fund your Beagle Account by contributions made through a Funding Account, by using the Platform to direct the transfer of money to your Beagle Account(s) in accordance with the terms and conditions of this Advisory Agreement. You agree that, by initiating or directing a deposit, you authorize the bank or other vendor that Beagle engages from time to time to request that the financial institution that maintains your Funding Account transfer the amount of the deposit to the Custodian for deposit in your Beagle Account, including by facilitating such transfer through the use of the Automated Clearing House ("ACH") payment system (such bank or vendor that facilitates transfers through such system, the "ACH Operator"). You agree and acknowledge that you are responsible for any fees, charges, or expenses imposed by your financial institution that maintains your Funding Account in connection with any deposit or transfer of money to or from your Beagle Account. You further agree and acknowledge that, unless otherwise agreed to by Beagle and the Custodian, you do not have any right to fund (or direct the funding of) any deposit or transfer of money to or from your Beagle Account in any manner other than by an ACH transfer to the Custodian. Beagle and the Custodian reserve the right to accept cash funded from other sources as they may mutually agree and to the extent permitted by applicable law and such cash funding methods may be subject to additional terms and conditions, which will be disclosed to you. Beagle also reserves the right to accept investments funded from other sources or through other means on a case by case basis

You further agree that, by initiating, authorizing, or directing a deposit or transfer to your Beagle Account, you authorize Beagle to place orders with the Broker on your behalf for purchases of the securities that comprise your Selected Investments or your Automated Selected Investments at the

time(s) and in amounts calculated by Beagle's portfolio management system. You agree and acknowledge that any deposit or transfer to your Beagle Account, and/or purchases of securities, may not be canceled by you following the initiation, authorization, and/or direction (as applicable) of such transaction. Orders from all of the Platform's users are combined and orders that have been approved are released to be executed. All orders are executed through the Broker's average price account, which allocates all executions to the Client's Beagle Account(s) with any residual (due to round-ups) eventually being allocated to Beagle's fractional facilitation account. In order to permit sufficient time to ensure that the transfer of assets into your Beagle Account has been successfully completed by the financial institution that maintains your bank account, Beagle may wait up to five Business Days after the day the Custodian credits the applicable deposit to your Beagle Account to generate and place the orders for such purchases. As used herein, "Business Day" means any day on which all banks (or the applicable branch thereof) involved in any transfer of funds are physically open for business during their normal business hours, and specifically excluding any U.S. federal holiday and any day on which any applicable securities exchange is not open during its normal business hours. You hereby acknowledge and agree that, as a result, each deposit or transfer you make generally may not be invested in your Selected Investment(s) or Automated Selected Investments for up to five Business Days and that any such uninvested cash will not be subject to financial gains or losses resulting from movement in market prices during that time period. In the event a deposit or transfer of assets into your Beagle Account is not successfully completed within seven (7) calendar days of your initiation, Beagle may cancel any corresponding order to purchase securities that you had directed in connection with such deposit or transfer. Further, in the event a deposit or transfer of assets into your Beagle Account is not successful, is returned to your bank account or otherwise fails, you authorize Beagle to instruct the Custodian to reverse the credit to your Beagle Account, or otherwise reimburse the Custodian and/or Beagle, as applicable, if assets in your Beagle Account are not sufficient, for such final payment or the amount of such erroneous credit, as applicable. In addition, Beagle and/or the Custodian may cancel or suspend the provision of services to you or cancel, delay, limit, restrict, or refuse any transaction at any time for any length of time without prior notice to you if Beagle and/or the Custodian believes in good faith that such suspension or delay is necessary or appropriate.

You may, subject to the terms and conditions of this Advisory Agreement, fund your Beagle Account by initiating or directing a deposit of \$0.01 or more through the Platform at any time, Beagle will automatically invest the total cash amount in your Discretionary Managed Account into the Automated Selected Investments. Further, Beagle will not invest any cash in your Discretionary Managed Account into the Automated Selected Investments unless and until your total cash balance reaches a minimum threshold of \$10.00. In addition to one-time deposits, you may elect through the Platform to make recurring deposits. You may fund your Beagle Account with recurring deposits by enrolling in one or more of the Platform's automated deposit features as such features are made available to you in the sole discretion of Beagle.

You represent and warrant that none of the money you deposit in your Beagle Account is derived from, or will be used to promote the conduct of, any crime or other illegal activity. You agree not to deposit (or direct the deposit of) any money in your Beagle Account that comes from, or that will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any money you use for deposits or in any money or securities in your Beagle Account other than you or any other individual you have disclosed to Beagle during account opening (including, but not limited to, a beneficiary in the case of a Custodial Account).

## **11: Withdrawals**

You may withdraw money from an account by initiating a withdrawal request through the Platform at any time. You may withdraw or rollover (if applicable) money from an account by using the Platform or by contacting Beagle via e-mail at any time. You acknowledge and agree that, notwithstanding anything to the contrary in any agreement governing your participation in the Program, including this Advisory Agreement, you will not be able to request withdrawals, rollovers, or sales, unless and until (i) you connect an external bank account to your Beagle Account or (ii) you have provided Beagle with your address. You agree that, by requesting a withdrawal or rollover, you authorize Beagle to place an order with the Broker and/or Custodian on your behalf to sell the securities in your Beagle Account at the time(s) and in amounts calculated by Beagle's portfolio management system. You agree and acknowledge that any withdrawal, rollover, or transfer from your Beagle Account, and/or sales of securities, may not be canceled following the initiation, authorization, and/or direction of such transaction. Beagle will undertake good faith efforts to generate and place the orders for such sales on the Business Day you request a withdrawal or rollover, but you acknowledge and agree that such orders may be placed at any time within five Business Days after your request. You agree that, by requesting a withdrawal or rollover, you authorize Beagle and/or the ACH Operator to request that the Custodian transfer the proceeds of the applicable sales in the amount you request (or less if the money remaining in your Beagle Account after deducting any Beagle Fee (as defined below) or other fee due is less) to your bank account. You acknowledge and agree that the Custodian will not initiate a transfer of money for a withdrawal or rollover until the Business Day after the last applicable sale for such withdrawal has settled and that it may take up to seven to ten Business Days after the Custodian initiates a transfer of money for the proceeds of a withdrawal or rollover to arrive at the destination account.

You further acknowledge and agree that Beagle and the Custodian may require additional information from you before effecting any withdrawal or rollover request, and that such requested withdrawal or rollover may be subject to delay or cancellation in the event that you do not timely provide such additional information.

Beagle and the Custodian reserve the right to permit cash withdrawals to other sources as they may mutually agree and to the extent permitted by applicable law. Any such cash withdrawal methods may be subject to additional terms and conditions, which will be disclosed to you.

## **12: Changes in Circumstances & Account Review**

Client agrees to immediately notify Beagle of changes in Client's financial circumstances or objectives for any occurrence throughout the duration of this Advisory Agreement. Beagle may, from time to time, notify the client on changes to account, performance, etc. The client may log onto the website to check current account values at any time.

## **13: Services to other Clients**

It is understood that Beagle performs investment advisory services for various clients. The Client agrees that Beagle may give advice and take action in the performance of its duties with respect to any of its other Clients which may differ with the advice given or action taken with respect to the Account, so long as it is Beagle's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other Clients. Nothing in this Agreement

shall be deemed to confer upon Beagle any obligation to acquire for the Account a position in any security which Beagle, its principals, or employees may acquire for its or their own accounts or for the account of any other Client if in the sole and absolute discretion of Beagle it is not for any reason practical or desirable to acquire a position in such security for the Account. Beagle shall not be held responsible for any loss incurred by reason of any independent act or omission in good faith, or by any independent act or omission of the Custodian for the Account.

This agreement does not limit or restrict in any way Beagle, or any of its Beagle Representatives, from buying, selling or trading in any securities or other investments for their own accounts. Conflicts of interest may arise in the allocation of investment opportunities among accounts. Beagle will allocate investment opportunities believed appropriate for Client's Account and other accounts advised by Beagle among such accounts equitably and in a manner consistent with the best interests of all accounts involved. There can be no assurance that an investment opportunity that comes to the attention of Beagle will be allocated in any manner, which is typical of Block Trading.

#### **14: Confidentiality**

Beagle agrees that all information concerning the financial affairs of Client shall be treated as confidential and shall not be disclosed to third parties without prior authorization by Client, except as required by law. Beagle provides Client with its Privacy Policy Notice under the Gramm-Leach-Bliley Act initially delivered within Beagle's Combined Disclosure Notices, and annually thereafter by mail and or email.

#### **15: Written Communication**

Communication shall be sent to the email or physical address provided by client on Client's Account opening unless Client designates otherwise in writing to Beagle. Communications shall be deemed to be given to Client personally, whether received or not. Any statement or other written communication sent to Client regarding an Account shall be conclusive if Client does not object in writing within ten (10) days of the mailing by Custodian to Client of such statement or notice.

#### **16: Proxies and Legal Proceedings**

Beagle will not vote proxies on behalf of the Client's Beagle Account. Additionally, Beagle will not be required to take any action or render any advice with respect to voting of proxies solicited by or with respect to the issuers of securities in which assets of the Beagle Account may be invested from time to time. Further, Beagle will not take any action or render any advice, or otherwise be responsible, with respect to any securities held in or formerly held in the Beagle Account, which are named in or subject to legal proceedings, including bankruptcies or class action lawsuits.

### **17: Binding & Non-Assignability**

This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns. No assignment of the Agreement (within the meaning of the Act or applicable state securities laws) shall be made by either party without the consent of the other party. Client may not assign or transfer this Agreement without the consent of Beagle.

### **18: Governing Law, Entire Agreement, & Severability**

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State in which the Client resides, except to the extent preempted by Federal law.

This Agreement (including the Schedules listed below) contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, by a writing signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

If any provision of this Agreement shall be made or held invalid, void, or unenforceable by reason of any law, rule, administrative order or judicial decision or tribunal or otherwise, that determination shall be deemed to be severable and remain in full force and effect. No term or provision of this Agreement may be waived, or change sought to be enforced.

### **19: Effective Date, Termination, & Amendment**

Effective Date: This Agreement shall not become effective until accepted by an authorized Registered Principal of Beagle. The date on which the Agreement becomes effective is referred to as the "Effective Date". The Agreement shall remain in effect until terminated by one of the parties to this Agreement.

This Agreement shall become effective on the date written above and shall continue in effect until terminated by either party by giving to the other party thirty (30) days written notice.

No assignment of this Advisory Agreement by Beagle shall be effective without the prior written consent of the Client. This Agreement may be terminated upon written notice by Client or Beagle. Termination of this Agreement becomes effective upon the actual receipt of such notice. Beagle and Custodian retain the right to assess and retain the amount of the monthly fee for advisory services provided up to and including the date of termination.

Termination of this Agreement will not affect (a) the validity of any action previously taken by Beagle under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Client's obligation to pay advisory fees. Upon the termination of this Agreement, it shall be solely the Client's responsibility to issue instructions regarding the disposition of the assets in the Account. Beagle and Custodian shall be under no obligation whatsoever to recommend any action with regard to any position held in the Account. Beagle and Custodian retain the right, however, to complete any open transactions as of the termination date and to retain amounts in the Account sufficient to affect such transaction(s). If assets remain in the



Account, it will be coded as a regular commission-based brokerage account. Transactions completed after the termination of the Advisory Agreement will be charged commissions according to and consistent with the rates customarily charged by Beagle in an ordinary transaction-based, non-discretionary account.

## **20: Arbitration**

**ANY CONTROVERSY OR CLAIM, INCLUDING, BUT NOT LIMITED TO, ERRORS AND OMISSIONS ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLIENT UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE DOES NOT CONSTITUTE A WAIVER OF THE RIGHT TO SEEK A JUDICIAL FORUM WHERE SUCH WAIVER WOULD BE VOID UNDER FEDERAL OR STATE SECURITIES LAWS. ARBITRATION IS FINAL AND BINDING ON THE PARTIES. FEDERAL AND STATE SECURITIES LAWS IMPOSE LIABILITIES UNDER CERTAIN CIRCUMSTANCES ON PERSONS WHO ACT IN GOOD FAITH AND, THEREFORE, NOTHING CONTAINED IN THE AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY RIGHTS THAT A CLIENT MAY HAVE UNDER FEDERAL AND STATE SECURITIES LAWS. THIS ARBITRATION AGREEMENT IS ENTERED INTO PURSUANT TO THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16:**

- **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 EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED;**
- **ALL PARTIES TO THIS ADVISORY AGREEMENT WAIVE ANY ABILITY TO PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION, ON AN INDIVIDUAL BASIS, WHEN EITHER YOU OR WE REQUEST IT.**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED;**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD EXCEPT IN VERY LIMITED CIRCUMSTANCES;**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY;**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION; AND**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS ADVISORY AGREEMENT.**

**THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS ADVISORY AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN BEAGLE AND THE CLIENT OR THEIR REPRESENTATIVES,**

**EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS ADVISORY AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM, (b) THE RELATIONSHIP OF THE PARTIES HERETO, (c) ANY CONTROVERSY ARISING OUT OF BEAGLE'S BUSINESS OR THE CLIENT'S INDIVIDUAL ACCOUNT OR BEAGLE ACCOUNT (COLLECTIVELY, "CLAIMS"), OR (d) ANY TRANSACTIONS IN YOUR BEAGLE ACCOUNT SHALL BE CONDUCTED SOLELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION.**

**ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES. EACH SIDE IS RESPONSIBLE FOR ITS OWN SHARE OF ARBITRATOR FEES ASSESSED BY THE ARBITRATOR UNDER THE ARBITRATION ADMINISTRATOR'S RULES OF PROCEDURE. IF YOU BELIEVE THAT YOU ARE UNABLE TO AFFORD ANY FEES THAT WOULD BE YOURS TO PAY, YOU MAY REQUEST THAT WE PAY OR REIMBURSE THEM, AND WE WILL CONSIDER YOUR REQUEST IN GOOD FAITH.**

**THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST BEAGLE OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.**

Notwithstanding the foregoing or anything to the contrary in this Advisory Agreement, in no way shall this Advisory Agreement constitute a waiver or limitation of rights that the Client may have under federal or state securities laws to pursue a remedy by other means if and to the extent such laws guarantee such right to the Client and do not permit the waiver thereof.

## **21: Fiduciary Status**

Fiduciary status under the Advisers Act is different from fiduciary status under other laws, including the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and/or the IRC. The fact that Beagle may be acting as a fiduciary under the Advisers Act does not necessarily mean that it is a fiduciary under another law. If a Client maintains both an IRA and any non-IRA with Beagle, any advice or recommendations made by Beagle for a Beagle Account that is a non-IRA does not apply to and should not be used by the Client for any decision made by an IRA, which may present different considerations. Beagle does not act as a "fiduciary" within the meaning of ERISA.

## **22: Delivery of Beagle Disclosure Documents & Other Information**

Client acknowledges receipt of the attached Beagle Disclosure Documents through the acceptance of these documents during the signup process with the Beagle Account and/or via E-sign system when this Advisory Agreement is executed by Client using an approved e-signature system. For all other information regarding your account(s), Client authorizes Beagle to transmit such information via email

to the email address provided in the account opening documents or such other email address as may subsequently be provided by Client to Beagle.

### **Electronic Signature**

**If you want to participate in the Program and have carefully reviewed this Advisory Agreement, including the ARBITRATION CLAUSE ABOVE, then please click or tap “Continue.”**

BY CLICKING OR TAPPING “CONTINUE” I AGREE TO ENTER INTO THIS ADVISORY AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SCHEDULE A: Auto Debit Agreement**

### **Payment Terms and Conditions**

Before you purchase a membership with Beagle Financial Services, Inc. and its affiliates ("Beagle", "We", "Us", OR "Our"), please read these payment terms and conditions carefully. These terms supplement, and should be read in conjunction with, the Customer Agreements.

By electing to receive membership services (as defined in the Customer Agreements), you agree to pay the Beagle subscription fee ("Fee"). You elect to pay your Fee on a monthly basis in advance ("Monthly Payment") subject to the terms described below.

You agree and acknowledge that you are responsible for paying any and all fees, including, without limitation, the Beagle subscription fee, that you owe pursuant to these Terms and the Customer Agreements.

You are responsible for maintaining complete and accurate billing and contact information with Beagle. You acknowledge that such fees may change from time to time and will be available on the Beagle Website, [meetbeagle.com](http://meetbeagle.com) (the "Website") and in the Customer Agreements. In the event of a change in fees, Beagle will provide you notice electronically on the Website. You agree to check the Website from time to time for updates to the fees applicable to you. Beagle reserves the right to discount or waive any fees associated with the membership service in its sole discretion.

### **Monthly Payment**

You agree to an initial and recurring payment of the Beagle subscription fee at the then-current rate applicable at the time of your membership subscription. You accept responsibility for all recurring charges prior to cancellation, including where applicable any charges processed by Beagle after the expiration of your payment card.

Beagle will automatically renew your monthly payment for each successive monthly period. We will continue to process your Monthly Payment each month and you will be charged for each successive monthly period until you cancel your subscription in accordance with the Customer Agreements.

### **Payment Terms**

You agree that Beagle may submit periodic charges to your eligible payment method without further authorization from you, until you provide prior notice at any time that you wish to terminate the authorization or to change your payment method. You agree that such notice will not affect charges submitted before Beagle is able to act on any changes. Information on how to close your account is described below.

### **Account Closure**

To close one or more of your Beagle Accounts, you may contact Beagle by sending an e-mail to [support@meetbeagle.com](mailto:support@meetbeagle.com) or by canceling your subscription through the profile page on our Website.

Beagle may close one or more of your Beagle Accounts at any time for any reason by sending you a notice of termination by e-mail, by mail or other means of notification via Our Website.

In the event of the closure of your Beagle Account(s), Beagle will not issue any refund of the monthly subscription fee(s).

### **Payment Methods**

You may elect to pay your Beagle subscription fee by ACH transfer from a specified bank account, certain debit or credit cards, or by your Beagle Account as described below.

#### **i. Payment via Bank Account**

As described in the Customer Agreements, Beagle will generally deduct the Beagle subscription fee from a specified bank account. Beagle may, as necessary and in its sole discretion, sell securities in your Beagle Account to generate free cash in order to deduct the subscription fee if the payment method via the specified bank account fails.

#### **ii. Payment via Debit or Credit Card**

Beagle accepts debit or credit cards for your convenience for the purpose of making your Beagle subscription payments. Debit or credit cards displaying the following brands on the front of the card can be used: Visa, Mastercard, and Discover Network.

Beagle may process a payment through various payment networks based on the debit or credit card brand utilized to pay for the Beagle subscription fee. Beagle may accept additional brands of debit or credit cards as it may permit from time to time and also may determine in its sole discretion to not accept one or more brands of debit or credit cards from time to time and at any time.

You will need to enter your card number, expiration date, security code from the back of your card (the CVV), and address where you receive your debit or credit card statement. By entering your information, you authorize Beagle to charge the Beagle subscription fee you owe pursuant to and in accordance with your account opening agreements and these Payment Terms and Conditions.

Beagle does not currently charge any fees for making a debit or credit card payment. We reserve the right, however, to impose fees for making a debit or credit card payment in the future and will provide you notice of any such change. Your financial institution may charge you a fee for making a debit or credit card payment.

Beagle engages a third-party institution, Plaid, Inc., to enable debit or credit card payments. By choosing to pay your Beagle subscription fee via a debit or credit card you authorize us to send your personal information, including but not limited to the information you provided on the card transaction, to Plaid, Inc. for the purpose of facilitating the payment. Any such personal information may be collected and processed by Beagle and/or Plaid, Inc. (pursuant to the terms and conditions of their privacy policies and terms of use).

If all eligible payment methods you provide are declined for payment of your Beagle subscription fee, you must provide us a new eligible payment method promptly or your membership may be cancelled. If you provide us with a new eligible payment method and are successfully charged, your Beagle membership renewal date will be based on the original renewal date and not the date of the successful charge.

## **SCHEDULE B: Beagle Referral Agreement**

Beagle Financial Services, Inc. (referred to as “Beagle”) offers a referral program to existing members and clients of Beagle .

Through Beagle’s referral program (“Beagle Referral Program”), you can invite others to sign up to become a Beagle member by sending them an email, text, social invitation, or other functionality provided by Beagle in connection with a referral.

Beagle may send up to five reminders to each person you invite. The reminders may be different from the original invite and can be canceled by emailing [support@meetbeagle.com](mailto:support@meetbeagle.com).

The Beagle Referral Program is only valid when (1) a referred person becomes a Beagle member with the qualifying minimum deposit (\$500) (“Qualified New Member”) and (2) your referring account remains open and funded.

Beagle is not responsible for incorrect entry or other failure of your invitees to meet requirements of a Qualified New Member.

For the first Qualified New Member referred by you, you will receive \$15; for each of Qualified New Member referred by you after that, you will receive \$30. The Qualified New Member referred by you will also receive \$15. For every year starting from 2022, the person who referred the most Qualified New Members in the previous calendar year will win \$5,000. The prize will be shared in the case of a tie.

The Beagle Referral Program is available to U.S. residents only. It is not valid with any other offers and is non-transferrable. Beagle reserves the right to terminate the Beagle Referral Program at any time and for any reason, and to recover any fees or prizes paid by Beagle if Beagle determines that the Beagle Referral Program was executed under wrongful or fraudulent circumstances, that inaccurate or incomplete information was provided in becoming a Beagle member, that any rules or regulations would be violated, or that any terms of this Beagle Referral Agreement have been violated.

In connection with referring others to become a Beagle member, you agree that:

- (1) You will follow all instructions you receive from Beagle;
- (2) You will only send invites to friends, family and people you know;
- (3) If you provide information about Beagle to your invitee, you will limit that to the information on the Beagle website and content;
- (4) You will not give your invitee investment advice or recommendations regarding their investment needs;
- (5) You will only participate in the Beagle Referral Program in accordance with the terms of this Referral Agreement and the following provisions of the Investment Advisers Act of 1940, as amended, and its rules (“Advisers Act”). You represent that: (1) you are

not subject to any statutory disqualification set forth in Sections 203(e) and 203(f) of the Advisers Act; (2) you are not currently the subject of any investigation or proceeding which could result in statutory disqualification; and (3) you do not have a "place of business" at which you regularly provide investment advisory services, solicit, meet with, or otherwise communicate with clients, or any other location that is held out to the general public as a location at which you provide investment advisory services, solicit, meet with, or otherwise communicate with clients in any U.S. state.

If you cannot accurately make the preceding representations, you may not participate in the Beagle Referral Program. If you are currently participating in the Beagle Referral Program and the preceding representations become inaccurate, you agree to immediately inform Beagle at [support@meetbeagle.com](mailto:support@meetbeagle.com).



## **SCHEDULE C: Auto Debit Agreement**

### **Payment Terms and Conditions**

Before you purchase a membership with Beagle Financial Services, Inc. and its affiliates ("Beagle", "We", "Us", OR "Our"), please read these payment terms and conditions carefully. These terms supplement, and should be read in conjunction with, the Customer Agreements.

By electing to receive membership services (as defined in the Customer Agreements), you agree to pay the Beagle subscription fee ("Fee"). You elect to pay your Fee on a monthly basis in advance ("Monthly Payment") subject to the terms described below.

You agree and acknowledge that you are responsible for paying any and all fees, including, without limitation, the Beagle subscription fee, that you owe pursuant to these Terms and the Customer Agreements.

You are responsible for maintaining complete and accurate billing and contact information with Beagle. You acknowledge that such fees may change from time to time and will be available on the Beagle Website, [meetbeagle.com](http://meetbeagle.com) (the "Website") and in the Customer Agreements. In the event of a change in fees, Beagle will provide you notice electronically on the Website. You agree to check the Website from time to time for updates to the fees applicable to you. Beagle reserves the right to discount or waive any fees associated with the membership service in its sole discretion.

### **Monthly Payment**

You agree to an initial and recurring payment of the Beagle subscription fee at the then-current rate applicable at the time of your membership subscription. You accept responsibility for all recurring charges prior to cancellation, including where applicable any charges processed by Beagle after the expiration of your payment card.

Beagle will automatically renew your monthly payment for each successive monthly period. We will continue to process your Monthly Payment each month and you will be charged for each successive monthly period until you cancel your subscription in accordance with the Customer Agreements.

### **Payment Terms**

You agree that Beagle may submit periodic charges to your eligible payment method without further authorization from you, until you provide prior notice at any time that you wish to terminate the authorization or to change your payment method. You agree that such notice will not affect charges submitted before Beagle is able to act on any changes. Information on how to close your account is described below.

### **Account Closure**

To close one or more of your Beagle Accounts, you may contact Beagle by sending an e-mail to support@meetbeagle.com or by canceling your subscription through the profile page on our Website. Beagle may close one or more of your Beagle Accounts at any time for any reason by sending you a notice of termination by e-mail, by mail or other means of notification via Our Website.

In the event of the closure of your Beagle Account(s), Beagle will not issue any refund of the monthly subscription fee(s).

### **Payment Methods**

You may elect to pay your Beagle subscription fee by ACH transfer from a specified bank account, certain debit or credit cards, or by your Beagle Account as described below.

#### **i. Payment via Bank Account**

As described in the Customer Agreements, Beagle will generally deduct the Beagle subscription fee from a specified bank account. Beagle may, as necessary and in its sole discretion, sell securities in your Beagle Account to generate free cash in order to deduct the subscription fee if the payment method via the specified bank account fails.

#### **ii. Payment via Debit or Credit Card**

Beagle accepts debit or credit cards for your convenience for the purpose of making your Beagle subscription payments. Debit or credit cards displaying the following brands on the front of the card can be used: Visa, Mastercard, and Discover Network.

Beagle may process a payment through various payment networks based on the debit or credit card brand utilized to pay for the Beagle subscription fee. Beagle may accept additional brands of debit or credit cards as it may permit from time to time and also may determine in its sole discretion to not accept one or more brands of debit or credit cards from time to time and at any time.

You will need to enter your card number, expiration date, security code from the back of your card (the CVV), and address where you receive your debit or credit card statement. By entering your information, you authorize Beagle to charge the Beagle subscription fee you owe pursuant to and in accordance with your account opening agreements and these Payment Terms and Conditions.

Beagle does not currently charge any fees for making a debit or credit card payment. We reserve the right, however, to impose fees for making a debit or credit card payment in the future and will provide you notice of any such change. Your financial institution may charge you a fee for making a debit or credit card payment.

Beagle engages a third-party institution, Plaid, Inc., to enable debit or credit card payments. By choosing to pay your Beagle subscription fee via a debit or credit card you authorize us to send your personal information, including but not limited to the information you provided on the card transaction, to Plaid, Inc. for the purpose of facilitating the payment. Any such personal information may be

collected and processed by Beagle and/or Plaid, Inc. (pursuant to the terms and conditions of their privacy policies and terms of use).

If all eligible payment methods you provide are declined for payment of your Beagle subscription fee, you must provide us a new eligible payment method promptly or your membership may be cancelled. If you provide us with a new eligible payment method and are successfully charged, your Beagle membership renewal date will be based on the original renewal date and not the date of the successful charge.

## **SCHEDULE D: Automatic Loan Payment Authorization for Individual 401(k) Loan**

(Authorization to Initiate ACH Credit & Debit Entries)

If my Individual 401(k) loan is funded, I authorize Beagle Financial Services, Inc (“Beagle”) to initiate scheduled debit and credit entries (“automatic deposit or withdrawal”) on the account at the depository financial institution I have provided and designated to pay down the Individual 401(k) loan specified herein.

I further acknowledge that:

I have the right to receive notice of all debit & credit entries. Beagle will provide electronic notice of such upcoming debit & credit entries including the amount at least two (2) business days ahead of the scheduled transfer.

I may stop payment of automatic withdrawals or revoke my prior authorization for automatic withdrawals by notifying Beagle at least three (3) business days before the scheduled date of transfer by email to [support@meetbeagle.com](mailto:support@meetbeagle.com).

Unless prohibited by applicable law, all such payments are to be applied to incurred fees first, to accrued interest next (if any), and then to outstanding principal. In the event a payment is not made on the stated due date, a default notice will be sent to you and the outstanding loan balance at that time may be reflected in Beagle’s account as an early withdrawal of that outstanding balance from your Individual 401(k) account. This may result in income taxes and an early withdrawal prepayment penalty.

This authorization will remain in effect until my loan is paid in full or I notify Beagle or my depository financial institution of its termination, taking into consideration the necessary time required by Beagle and its financial institution to implement the change.

This payment authorization is further subject to the terms of my Customer Agreements.

In the event of my Individual 401(k) account being closed or transferred to another financial institution from Beagle, I understand that any outstanding loan balance at the time will have to be repaid in full or otherwise be considered an early withdrawal from your Individual 401(k).

Finally, I understand and agree that if my account at the depository financial institution I have provided does not have sufficient funds to make my loan payment, Beagle will not be responsible or liable for any penalties or charges assessed by any other financial institution because of such an insufficient balance. I also understand that Beagle may re-attempt to withdraw my loan payment in such a case. I acknowledge that, in the event Beagle’s additional attempts to collect my payment via such automatic withdrawal are unsuccessful, I must make my loan payment by other means or my loan will be considered an early withdrawal.

## **SCHEDULE E: E-Sign Consent to Use Electronic Records, Disclosures and Signatures**

In this E-Sign Consent to Use Electronic Records, Disclosures and Signatures ("Consent"), please remember that "you" and "your" refer to the person who is establishing an account, as well as any future accounts, with us, and "we", "us" and "our" refer to Beagle Invest LLC ("Beagle Invest", the successor investment adviser to Beagle Financial Services Inc.). "Communications" means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

By opening an account with us (each an "Account" or a Beagle Account) and then accessing your Account, you are consenting to the following terms:

### **1. Acknowledgement**

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be delivered to you in electronic form ("Electronic Records"). You specifically agree to the electronic delivery (i.e. the receipt and/or obtaining) of Electronic Records and Disclosures from the Company. The term "Electronic Records" includes, but is not limited to, any and all current and future notices and/or disclosures, prospectuses, statement of additional information, annual and semi-annual reports that various federal and/or state laws or regulations require that the Company provides to you, as well as such other documents, statements, data, records and any other communications regarding your relationship to the Company. You acknowledge that, for your records, you are able to retain the Company's Electronic Communications by printing and/or downloading and saving this Consent and any other agreements and Electronic Communications, documents, or records that you agree to using your electronic signature ("E-Signature"). You accept Electronic Communications provided via your account with the Company as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

### **2. Your consent to E-Signature**

You acknowledge you are signing this Consent, the Customer Agreements and the Customer Brokerage and Custody Agreement with an E-Signature. You agree your E-Signature is the legal equivalent of your manual signature on this Consent, the Customer Agreements and the Customer Brokerage and Custody Agreement. You consent to be legally bound by this Consent's terms and conditions. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and the Company. You represent that you are authorized to execute this Consent, the Customer Agreements and the Customer Brokerage and Custody Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Consent, the Customer Agreements and the Customer Brokerage and Custody Agreement.

### **3. Withdrawing consent to E-Signature**

This Consent will apply on an ongoing basis unless you withdraw this Consent. You have the right to

withdraw the Consent to Electronic Records and the use of your E-Signature at any time. You acknowledge that we reserve the right to restrict or terminate your access to Beagle Invest, including without limitation the Beagle website (“Website”), if you withdraw the Beagle E-Sign Consent. If you wish to withdraw your Consent, contact us at [support@meetbeagle.com](mailto:support@meetbeagle.com).

#### **4. Hardware and software requirements**

To receive the Electronic Records, you will need a computer or mobile device with a compatible operating system and web browser, and connection to the Internet, and you will need access to a printer or the ability to download information to keep copies for your records. Changes, if any, to these system hardware and software requirements will be updated on the Website. You must periodically refer to the Website for current system requirements. By establishing and then accessing an Account, you are indicating that you have the capability to access the agreements and other information, including the disclosures, and download or print copies for your records. You are responsible for installation, maintenance, and operation of your computer, mobile device, browser and software. The Company is not responsible for errors or failures from any malfunction of your computer, browser or software. The Company is also not responsible for computer viruses or related problems associated with use of an online system.

The following are the minimum hardware and software requirements necessary to use Beagle and receive Electronic Communications:

- a connection to the Internet,
- a computer or mobile device and an operating system capable of supporting all of the below:
  - Current Version of an Internet browser (such as Google Chrome, Mozilla FireFox, Apple Safari)
  - Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and
- a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form

You must also have an active email address.

By “Current Version,” we mean a version of the software that is currently being supported by its publisher.

## **SCHEDULE F: Ancillary Fees Not Covered By the Beagle Fee**

Below is a list of ancillary fees Beagle Invest clients (“Clients”) may incur that are not included in the monthly membership fee. These fees are incurred based on a Client’s request, beyond our control and accordingly excluded from the fees and services covered by the monthly membership. Should a Client incur any of these fees, such Client will be responsible for their payment in accordance with the terms and conditions of our Customer Agreements and such Client’s other account opening agreements.

This list of fees is the current list of ancillary fees, but we reserve the right to change these fees in the future.

### **A. Banking:**

- Bank Transfer (ACH) Incoming – \$0
- Bank Transfer (ACH) Outgoing- \$0
- Outgoing Wire Transfers (Domestic Bank) \$25.00
- Incoming Wire Transfers (Domestic Bank) - \$8.00
- Paper Check Draft (USD) Domestic - \$5.00
- Returned Checks / ACH / Wires - \$30.00
- ACH Notice of Correction - \$5.00
- Stop Payments on Apex Issued Checks - \$30.00
- Check Copies - \$15.00
- Overnight Mail – \$50.00 Domestic (\$100 International )
- Outgoing ACAT Transfers - \$75.00 per account

### **B. Account Operations:**

- Paper Confirms - \$2.00 per confirm
- Paper Statements (monthly and quarterly) - \$5.00 per statement
- Dividend Check - \$5.00 per item
- Paper Statement Mailed Insert - \$0.25 per page mailed
- Paper Prospectus – \$2.50 per prospectus mailed
- Escheatment Processing - \$75.00 per account
- Account Holder Escheatment Notifications - \$2.00 per notification
- Paper Tax Statements - \$5.00 per statement
- Paper Tax Form 5498 - \$5.00 per tax form
- Retirement Account Termination Fee - \$60.00 per retirement account

## **SCHEDULE G: Tax Withholding Notice**

For U.S. citizens or resident aliens

### **Notice for Individual 401(k)s and Traditional IRAs**

The IRS requires us to provide the following information on income tax withholding for withdrawals/distributions from your Individual 401(k) and Traditional IRA.

The IRS requires us to withhold at least 10% of your withdrawals from Individual 401(k)s and Traditional IRAs for federal income taxes unless the withdrawal is due to an Individual 401(k) loan being taken or you instruct us not to withhold federal taxes.

You have several options when you request a withdrawal/distribution: 1) Automatic 10% withholding, or 2) Increase withholding to greater than 10%, or 3) Request no withholding.

Should you choose not to withhold taxes, you will still owe federal income tax on the taxable portion of your Individual 401(k) and Traditional IRA distributions. You may also be subject to a 10% early withdrawal penalty. You may have to make estimated tax payments. If your estimated payments and withholdings do not satisfy your tax obligations, you may be subject to IRS penalties.

This is for informational purposes only. Beagle Invest, LLC. is not a tax advisor, and you should not construe this as tax advice. You should consult with a qualified tax professional that understands your individual tax situation.

### **Notice for Roth Individual 401(k) and Roth IRAs**

The IRS requires us to provide the following information on income tax withholding for withdrawals/distributions from your Roth Individual 401(k) and Roth Traditional IRA.

The IRS requires us to withhold 0% of your withdrawals from Roth Individual 401(k)s and Roth IRAs for federal income taxes.

You have options when you request a withdrawal/distribution: 1) Automatic 0% withholding, or 2) Increase withholding to 10% or greater.

Should you choose not to withhold taxes, you will still owe federal income tax on any taxable portion of your Roth Individual 401(k) and Roth IRA distributions. You may also be subject to a 10% early



withdrawal penalty. You may have to make estimated tax payments. If your estimated payments and withholdings do not satisfy your tax obligations, you may be subject to IRS penalties.