

This Terms of Use is an agreement between you (hereafter referred to as the "User") and D.A. Davidson & Co. ("D.A. Davidson") which sets forth the terms and conditions applicable to your access to, and use of, certain account information provided by D.A. Davidson through its Client Access website and Mobile Application (collectively "Client Access"). By logging into and using Client Access, User agrees to be bound by and comply with these Terms of Use. These Terms of Use may be updated from time to time. By continuing to use Client Access, User agrees to these terms as updated.

User recognizes that there are inherent limitations and risks associated with the dissemination of information and communications via the internet yet considers these risks acceptable in exchange for Client Access. The parties therefore agree as follows:

1. Data Accuracy. D.A. Davidson will make reasonable efforts to accurately update all account information on a daily basis.

2. Security. D.A. Davidson takes seriously its duty to safeguard and protect your confidential information. To that end, D.A. Davidson utilizes several layers of security technologies designed to protect the information and data available through Client Access. However, no method of transmission over the internet or method of electronic storage is 100% secure and D.A. Davidson cannot guarantee the absolute security of the information. User hereby understands and agrees that it cannot be guaranteed that software and technology systems utilized by D.A. Davidson will be free of error or failure and that security measures implemented cannot provide absolute protection of information accessed through Client Access.

In accordance with applicable Data Protection Laws, D.A. Davidson shall take all commercially reasonable measures to protect the security of information that can be accessed by Client Access against accidental or illicit destruction, alteration, and/or unauthorized access or disclosure of sensitive information to third parties. Upon request, D.A. Davidson will provide User with its Fraud Prevention Disclosure which sets forth the technical specifications and detailed measures taken to protect the security and confidentiality of all information that can be accessed by Client Access.

D.A. Davidson implements security safeguards (such as HTTPS) designed to protect client data. D.A. Davidson regularly monitors systems for possible vulnerabilities and attacks. However, there is no guarantee that data may not be accessed, disclosed, altered, or destroyed by breach of any physical, technical, or managerial safeguards. User acknowledges that there are risks inherent in maintaining electronic data, including the risk of hacking or other unauthorized third-party access and exposure to viruses and malware. D.A. Davidson shall not be responsible to User for any unauthorized access to or use of Client Access.

To help protect User from the unauthorized access to or unauthorized alteration, disclosure or distribution of information, D.A. Davidson requires User to utilize multi-factor authentication. This verification process requires multiple authentication steps that must be taken in order to gain access to Client Access. Multi-factor authentication can greatly reduce identity theft and unauthorized access to sensitive information as most accounts become compromised from new or unknown computers or devices. Multi-factor authentication requires a password and entry of a one-time code delivered via email or text message when the device used is not recognized by D.A. Davidson.

3. Enrollment and Credentials. In order to use Client Access, User first needs enroll with a valid email address and establish a username and password. User agrees to: a) provide true, accurate, current, and complete information as prompted by the self-enrollment process; and b) maintain and promptly update the information provided during self-enrollment to keep it true, accurate, current, and complete. If User provides any information that is untrue, inaccurate, outdated, or incomplete, or if D.A. Davidson has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, D.A. Davidson may terminate access to Client Access.

For accounts with multiple owners, each owner can establish a unique username and password. If User elects to disclose username and/or password information to third parties, User accepts responsibility for all consequences,

regardless of foreseeability, that result from doing so. User agrees to notify D.A. Davidson immediately in the event User experiences or suspects any inappropriate or unauthorized access to Client Access.

4. Information Collected and Cookies. Use of Client Access is subject to our Privacy Policy, available at www.dadavidson.com/disclosures. As part of the process implemented to protect data and validate a given user, D.A. Davidson collects information regarding the device used to log in to Client Access using cookies and similar technology. The device-specific information captured includes, but is not limited to: attributes (e.g. operating system, web browser version); connection information (e.g. browser type, language and time zone); the dates and times of access; device event information (e.g. crashes); and device location (e.g. internet protocol addresses). D.A. Davidson may need to associate device-specific information with personal information (such as a user's name, username, email address, or other information) on a periodic basis to confirm a given user and ensure Client Access is being provided securely. D.A. Davidson may share User information with third-parties in accordance with the Privacy Policy. This policy also contains additional information about how D.A. Davidson processes personal data, how D.A. Davidson uses cookies and how a User may reject cookies. User acknowledges and agrees that if User elects to reject any cookies used in Client Access some of all parts of Client Access may not function properly or may not be accessible.

5. Required Hardware and Software. User must have all computer hardware and software required for internet and email access, including a valid email address. In addition, User must have the ability to download applications that D.A. Davidson specifies, and a printer and/or another device to print or save documents or information provided through Client Access.

6. Disclaimer. D.A. Davidson shall not be held responsible for any utilization of User's username and password by any third party or for any unavailability of account information whether due to problems of internet access or otherwise. D.A. Davidson shall also not be held responsible for any defect, malfunction, or interruption in service or security due to User communication software or User internet service provider, or for any defect, malfunction or interruption in service or security due to any third-party provider or third-party software.

7. Custom Account Groups. User or D.A. Davidson and its financial professionals can create, edit and delete custom account groups in Client Access, which establishes the manner in which account information can be viewed online. When custom account groups are created, edited, or deleted by D.A. Davidson and its financial professionals, User will receive an e-mail notification of such change and should notify D.A. Davidson immediately if User does not approve of such change. Custom account groups can result in a view that deemphasizes some accounts over others. User is responsible for monitoring all accounts they own or control regardless of Custom Account Group structures. User accepts full responsibility for the creation and maintenance of custom account groups on the site and understands the risks of inadvertently missing important information about their account(s), including information that can help them detect fraud, among other things. D.A. Davidson account statements and transaction confirmations are the official record of account transactions, positions, and balances executed and maintained at D.A. Davidson.

8. Term. User or D.A. Davidson may terminate User's use of Client Access at any time. The Terms of Use are subject to change at any time by D.A. Davidson, and D.A. Davidson shall notify User of any material change to the Terms of Use. D.A. Davidson may notify User of any such changes by posting an amendment to D.A. Davidson Client Access and User shall be deemed to have received notice on the date such amendment or notice is posted to the website.

9. Fee. There is presently no fee for accessing Client Access or for participation in eDelivery.

10. Third Party Financial Software, Tax Software and Aggregation Websites. D.A. Davidson cannot guarantee that third party financial software or tax software supplied information and content are accurate, complete, or timely and does not make any warranties, express or implied, regarding the results obtained from such use. D.A. Davidson does not authorize the use of information obtained from D.A. Davidson via the internet for tax purposes, rather, Users should refer to their Form 1099 for this information. All information downloaded through use of third-party financial software is for tracking purposes only and should not be relied upon or utilized for tax purposes. D.A. Davidson's Client account statement and transaction confirmation are the official record of account transactions, positions, and balances executed and maintained at D.A. Davidson. D.A. Davidson disclaims any liability arising from the use of third-party financial software or tax software or the content furnished

by any third-party financial software producer or tax software producer, including but not limited to, any resulting information obtained from such use, or interpretations of information made as a result of such use. User's utilization of any third-party financial software or tax software is subject to the terms of use of the third-party financial software or tax software website.

Other companies offer aggregation websites and services that allow users to consolidate financial account information from different sources (such as accounts with us or with other financial institutions) in order to view all account information in one online location. To do this, an aggregation provider may request access to personal information, such as financial information, usernames, and passwords. User should use caution and ensure that the aggregation provider has appropriate policies and practices to protect the privacy and security of any information provided or to which they are gaining access. If User discloses username, password, or other information associated with Client Access to an aggregation provider, D.A. Davidson will consider all transactions or actions initiated by the aggregation provider as authorized, whether or not User was aware of a specific transaction or action. User is aware that this authorization extends to all accounts that Client can access through Client Access (included any accounts for which User has Guest Access (see Guest Access Terms of Use)). If User revokes the authority granted to an aggregation provider, User must take steps to change the password associated with Client Access to ensure the aggregation provider cannot continue to access information. User's use of any aggregation provider is subject to the terms of use of the third-party aggregation website.

11. S&P DJI Information. User hereby acknowledges that Client Access contains information owned and licensed by S&P Dow Jones Indices, LLC (S&P DJI) (the Information). User hereby agrees (a) to not redistribute the Information; (b) to not misrepresent the Information or remove any trademarks transmitted with the Information; (c) to not use the Information for any illegal purpose; and not create derivative works (including, without limitation, any index, indicative value, net asset value, investment product, financial contract, (including, without limitation, contracts for difference or spread betting), settlement value or investment strategy based on the Information unless User is licensed to do so by S&P DJI; (d) to recognize all Intellectual Property Rights as acknowledged between Licensee and S&P DJI; in other words, that S&P DJI owns the Information; (e) that in addition to any other remedy, D.A. Davidson may immediately suspend or terminate distribution of the Information to User if D.A. Davidson has reason to suspect non-compliance with any of the terms of this Paragraph or if D.A. Davidson is required by S&P DJI to do so for any reason; (f) to not distribute or permit distribution of the Information to any entity located in any country subject to comprehensive sanctions by the Office of Foreign Assets Control and/or identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List; (g) to the maximum extent permitted by law, D.A. Davidson, S&P DJI, and their affiliates and vendors, officers, directors, members, employees, agents, consultants or licensors shall not have any liability to User arising from use of the Information; and (h) that S&P DJI is a third-party beneficiary of this Paragraph and is entitled to the rights and benefits thereunder, and may enforce the provisions directly against User as if it were a party thereto.

If User is registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any financial regulatory authority; or User is acting on behalf of an institution that engages in brokerage, banking, investment, or financial activities, User also agrees that (a) User will maintain all records and provide all information D.A. Davidson may require to meet its record-keeping, reporting and payment obligations to S&P DJI; (b) User will allow S&P DJI or any auditors acting on behalf of S&P DJI to audit User's records and use of the Information; and User will obtain and provide any consent that may be required under all applicable laws, including the EU's General Data Protection Regulation, as may be needed for S&P DJI or any auditors acting on behalf of S&P DJI to review and receive personal information ("Personal Data"), including but not limited to Personal Data pertaining to User or User's representatives when requested by S&P DJI for purposes of verifying or ensuring compliance with D.A. Davidson's obligations to S&P DJI or when requested by regulatory authority or pursuant to a valid court order, subpoena, or other legal instrument.

12. CDS Information. User hereby acknowledges that Client Access contains information owned and licensed by Cboe Data Services, LLC (CDS) (the Data). User hereby (a) agrees to use the Data solely for User's behalf; (b) agrees to not retransmit or otherwise furnish Data to anyone other than User (except that this requirement does not prohibit the furnishing of specific items of Data directly relating to particular transactions or situations occurring in the normal conduct of the business of User); (c) acknowledges that the Data is and shall remain the property of CDS and/or the providers of the Data to CDS; (d) agrees to not use, or permit any third party to use, any Data (i) as input data in the creation or calculation of any index or similar work or (ii) to create any financial



instrument or investment product that is based on, or seeks to match the performance of, values included in the Data; (e) acknowledges the Data is provided "as is" without any express or implied warranty and agrees that to the maximum extent permitted by law, D.A. Davidson, CDS, and their affiliates and vendors, officers, directors, members, employees, agents, consultants or licensors shall not have any liability to User arising from use of the Data; (f) agrees to indemnify, hold harmless and defend CDS from and against any and all suits, proceedings at law or in equity, and any and all liability, loss, damages and expenses (other than fees and expenses of attorneys separately retained by CDS), arising out of access to or use of Data by User, unless the claim alleges that the Data infringes the intellectual property rights of a third party or arises from gross negligence or willful misconduct on the part of CDS; (g) agrees to provide D.A. Davidson's suppliers of market information, including but not limited to CDS, the right to audit User's books and records and User's use of market information, (h) and agrees that User's access to Data may be terminated by D.A. Davidson upon 30 days' notice to User or upon notice following a determination by D.A. Davidson or CDS that User is not providing accurate reports with respect to the use of Data by User or is otherwise not in compliance with these Terms of Use.

13. Intellectual Property. All text, graphics, trademarks, logos, copyrights, or other licensed content or materials contained in Client Access is owned, controlled, or licensed by D.A. Davidson (or other parties indicated therein), and is protected by trade dress, copyright, patent, trademark law, and various other intellectual rights and unfair competition laws. All rights in any licensed material whether these exist or may come into existence are expressly reserved to D.A. Davidson. D.A. Davidson grants User a non-exclusive, non-transferable license to access and use Client Access in accordance with these Terms of Use. The information and materials found in Client Access shall not be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work, or used for commercial or public purposes.

14. Disclaimer of Warranties. CLIENT ACCESS IS PROVIDED BY D.A. DAVIDSON "AS IS", AND NEITHER D.A. DAVIDSON NOR ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO CLIENT ACCESS MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING WARRANTIES WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF CLIENT ACCESS; OR THAT CLIENT ACCESS SHALL BE UNINTERRUPTED OR ERROR FREE. D.A. DAVIDSON AND ANY THIRD PARTY THAT CONTRIBUTES IN ANY MANNER TO CLIENT ACCESS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO CLIENT ACCESS. ANY HYPERLINK TO ANOTHER INTERNET SITE IS NOT AND DOES NOT IMPLY AN ENDORSEMENT, INVESTIGATION, VERIFICATION OR MONITORING BY D.A. DAVIDSON OF ANY INFORMATION ON THAT INTERNET SITE.

15. Limitation of Liability; Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL D.A. DAVIDSON, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (EACH, A "COVERED DAVIDSON PARTY") HAVE ANY LIABILITY TO A USER OR ANY OTHER PERSON FOR ANY COSTS, LIABILITIES OR DAMAGES OF ANY KIND, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR PUNITIVE (TOGETHER, "COSTS"), ARISING OUT OF, OR IN CONNECTION WITH, A USER'S OR ANY OTHER PERSON'S USE OF, OR INABILITY TO USE, CLIENT ACCESS. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT, INDEMNITY (OTHER THAN AS PROVIDED HEREIN), WARRANTY, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER ANY COVERED DAVIDSON PARTY KNOWS OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF ALL COVERED DAVIDSON PARTIES UNDER THIS AGREEMENT AND WITH RESPECT TO THE PROVISION OF CLIENT ACCESS TO A USER SHALL NOT EXCEED THE AMOUNT ACTUALLY EARNED BY D.A. DAVIDSON FROM SUCH USER IN CONNECTION WITH D.A. DAVIDSON'S PROVISION OF CLIENT ACCESS TO USER, UNLESS CAUSED DIRECTLY BY A COVERED DAVIDSON PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS LIMITATION OF LIABILITY IS IN ADDITION TO ANY OTHER LIMITATION PROVIDED IN ANY OTHER AGREEMENT BETWEEN USER AND D.A. DAVIDSON.

Each User agrees to indemnify and hold harmless each Covered Davidson Party to the fullest extent permitted by applicable law and regulation from and against all losses, liabilities, costs, or expenses, including reasonable attorneys' fees (collectively "Losses") that a Covered Davidson Party may incur caused by or arising out of a User's breach of these Terms, Davidson's acceptance or acting or agreeing to act upon electronic

communications or instructions or a User's failure to protect User's Passwords. This indemnity shall be in addition to any indemnity rights a Covered Davidson Party may have under other applicable agreements with User.

16. Authority. By continued use of this site, User acknowledges that they have carefully read, understand, and agree to the Terms of Use and warrant that they are authorized to use Client Access. User understands and agrees that these Terms of Use constitute an agreement to use D.A. Davidson Client Access and are in addition to all other terms and conditions in agreements governing accounts and relationships with D.A. Davidson and constitute an amendment of those agreements where sections relate to the delivery of selected account information and records for designated accounts.

17. Miscellaneous. The headings of the paragraphs of this agreement are included for convenience only and shall not be deemed to constitute part of this agreement or to affect its construction. These Terms of Use shall be governed by and interpreted in accordance with the internal laws of the State of Montana.