



## CUSTOMER AGREEMENT

Page 1

In consideration of your accepting one or more accounts of the undersigned (whether designated by name, number or otherwise) and your agreeing to act as brokers for the undersigned in the purchase or sale of securities, the undersigned represents and agrees as follows:

1. The undersigned, if an individual, represents that he or she is of legal age.
2. The undersigned understands and agrees to promptly verify the accuracy of confirmations on all transactions. These confirmations will come directly from the product sponsor or clearing firm where your assets are being held.
3. If this is a joint account, unless we notify you otherwise and provide such documentation as you require, the account(s) shall be held by us jointly with rights of survivorship (payable to either or the survivor of us). Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with the agreement. You shall be fully protected in acting, but shall not be required to act upon the instructions of either of us. Each of us shall be liable, jointly and individually, for any amounts due to you pursuant to this Agreement, whether incurred by either or both of us.
4. Whenever the undersigned does not, on or before the settlement date, pay in full for any security purchase for the account of the undersigned, or deliver any security sold for such account, you are authorized (subject to the provisions of any applicable statute, rule or regulation), until payment or delivery is made in full, to sell any or all securities which you may hold for the undersigned (either individually or jointly with others), or to buy in any or all securities required to make delivery for the account of the undersigned, or to cancel any or all outstanding orders or commitments for the account of the undersigned. I understand that I will be solely responsible for any expense, loss, commission, and/or fees.
5. You are authorized, in your discretion, should the undersigned die or should you for any reason whatever deem it necessary for your protection, without notice, to cancel any outstanding orders in order to close out the accounts of the undersigned, in whole or in part, or to close out any commitment made on behalf of the undersigned.
6. Any sale, purchase or cancellation authorized hereby may be made according to your judgment and at your discretion on the exchange or other market where such business is then usually transacted, or at public auction, or at private sale without advertising the same and without any notice, prior tender, demand or call, and you may purchase the whole or part of such securities free from any right of redemption, and the undersigned shall remain liable for any deficiency. It is further understood that any notice, prior tender, demand or call from you shall not be considered a waiver of any provision of this agreement. The "undersigned" shall include any person executing this agreement on the front thereof. "You" shall include the bank, issuer, broker or other financial institution, which opened the account of the undersigned.
7. This agreement and its provisions shall be continuous, and shall inure to the benefit of your present organization, and any successor organization or assigns, and shall be binding upon the undersigned and/or the estate, executors, administrators and assigns of the undersigned.
8. You shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond your control.
9. The undersigned understands and agrees that for our mutual protection you may electronically record any of our telephone conversations.
10. Except as otherwise expressly provided in this document, no provision of this agreement shall in any way be modified, altered, waived or amended except by a writing signed by Harbour and you.
11. The Client acknowledges and understands that Harbour's Registered Representatives and Investment Advisor Representatives are authorized by Harbour to deal only in Harbour-authorized products and services through Harbour. Confirmation of the purchase or sale of such products will appear solely on Harbour-authorized reports, confirmations, and statements. Confirmations shall be issued to the client directly from a Harbour-approved product sponsor or by Harbour and no other person or entity. No financial professional is authorized by Harbour to sell, buy or deal in any securities for a customer outside the regular course of Harbour's business. Client acknowledges that Client shall contact the Harbour Home Office directly for information regarding the firm's products if any question arises whether a product is being offered in the ordinary course of Harbour's business or is otherwise approved by the firm.
12. Additional Compensation for Expense Reimbursement - Harbour financial professionals may receive expense reimbursement from entities which include but are not limited to product sponsors. Typically, this may include reimbursement for the costs of seminars, client get-togethers, meals, travel, lodging and other expense reimbursement. These reimbursements do not impact client funds or performance since they are not paid directly or indirectly from client assets. Nonetheless, the receipt of expense reimbursement creates a conflict of interest for financial professionals receiving it, since it may cause financial professionals to favor recommendations of entities and products of reimbursing entities over those entities not providing such reimbursement. Financial professionals will advise clients as part of any recommendation whether they receive such expense reimbursement. Clients are free upon disclosure to select products and services from entities not providing financial professionals expense reimbursement.
13. Trusted Contact Person – Harbour and its financial professionals are authorized to contact the trusted contact person and disclose information about the customer's account to address possible financial exploitation, to confirm the specifics of the customer's current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by [Rule 2165](#).



**CUSTOMER AGREEMENT**

14. This agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- (1) All parties are, with limited exceptions as outlined below, giving up the right to sue each other in court, including the right to a trial by jury, and except as otherwise provided by the rules of the arbitration forum in which a claim is filed.
- (2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (5) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- (6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

**UNLESS VOID PURSUANT TO THE FEDERAL SECURITIES LAWS, OR OTHER REGULATION, INCLUDING REGULATIONS PROMULGATED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AND/OR UNITED STATES DEPARTMENT OF LABOR, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS ACCOUNT INCLUDING ANY TRANSACTION, OR THE CONSTRUCTION, PERFORMANCE OR BREACH OF ANY TERMS OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN US ENTERED INTO PRIOR, AND/OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE FINANCIAL INDUSTRY REGULATORY AUTHORITY CODE OF ARBITRATION PROCEDURE.**

Except as to issues regarding breach of fiduciary duty, or a claim based on breach of a best interest contract exemption ("BICE") provision, no person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

15. Reward Programs - Harbour sponsors certain reward/incentive programs to its financial professionals based on the financial professional's total revenue and production each year. Producing financial professionals receive recognition in an award presentation and receive a special dinner and award at Harbour's annual conference. They receive free hotel rooms at the Harbour conference, a special gift (worth approximately \$100) and monetary credit toward an annual trip Harbour offers its financial professionals. Receipt of these benefits is a conflict of interest since it incentivizes financial professionals to generate revenue and, under some circumstances, impacts a recommendation to a client made by a financial professional. Clients are advised of this conflict and are free to deal with financial professionals who do not participate in these programs.

16. Electronic Signature - The parties agree that the electronic signature of either party to this Agreement is valid, authentic and may substitute for an original signature. Each electronic signature is effective to bind its maker to this Agreement. Furthermore, the parties agree that an electronically signed document (including this Agreement) is for all purposes, including but not limited to SEC Rule 17a-3, deemed to be written, to have been signed and to constitute a record established and maintained in the ordinary course of business as an original record when printed from electronic files. Paper copies, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding will be admissible to the same extent and under the same conditions as other original business records created with a "wet signature". "Electronic signature" means either symbols or other data in a digital form attached to an electronically transmitted document verifying the party's intent to sign the document, as well as original wet signatures transmitted by electronic means.

17. The client(s) agrees to receive electronic delivery of notices, disclosures or other correspondence from Harbour Investments, Inc.

18. The client hereby makes the following representations about informed consent of the receipt of certain information from Harbour: I (we) agree to receive, and have received delivery of Harbour's Best Interest Disclosure and Harbour's Mutual Fund Breakpoint Disclosures, by visiting <https://harbourinv.com/clients/regulation-bi/> and <https://harbourinv.com/clients/>, respectively.

19. The client hereby makes the following representations about informed consent of the receipt of certain information from Harbour: I (we) acknowledge receipt of Harbour's Client Relationship Summary (Form CRS) and understand its contents.