

AQUAS Financial Customer Agreement

1. Introduction

This Agreement sets out the terms and conditions governing the opening and maintenance of an Account with AQUAS Financial, LLC ("AQUAS"). In this Agreement, the terms "I," "me," "my," "customer," "you," or "account owner" refer to each individual who signs the Account Application. The terms "AQUAS," "we," or "AQUAS Financial" refer to AQUAS Financial, LLC.

By opening an Account with AQUAS, you agree to be bound by the terms of this Agreement. This Agreement governs all brokerage accounts that you open with AQUAS Financial, LLC, including all transactions in your Account, the use of AQUAS' websites, the Brokerage Service, the use of the electronic trading platform, and any Third-Party Content. This Agreement is binding on your heirs, executors, administrators, successors, and assigns, and will inure to the benefit of AQUAS' successors.

By accepting the terms of this Agreement, AQUAS agrees to provide services to you, the Customer. If you use AQUAS' services, you are deemed to have accepted the terms of this Agreement. In case of any inconsistency between the terms of this Agreement and anything contained in the AQUAS website, materials or communications provided by AQUAS, this Agreement shall prevail.

2. Definitions

"Account" means each brokerage account I open with AQUAS or have an interest in.

"Agreement" means these terms and conditions as well as any supplemental agreements and disclosures that apply to my Account, as amended from time to time (for example, a Margin Agreement). This also includes any terms and conditions contained in account statements and confirmations.

"Applicable Rules" means all applicable federal and state laws, rules and regulations, rules of any self-regulatory organization, and the constitution and applicable rules, regulations, customs, and usages of the exchange or market and its clearinghouse.

"Brokerage Services" means AQUAS' website and related services that AQUAS provides which I need to place trades in my Account.

"Business Day" means Monday through Friday, excluding market holidays.

“Day” means calendar day unless indicated otherwise.

“Insider” means anyone that is an officer, director, or 10% or more shareholder of a publicly traded company’s voting shares. This definition is further expanded to include anyone who trades a company’s shares based on material nonpublic information.

“Security measures” and/or “Security procedures” includes, among other things, those procedures and protocols put in place to prevent illegal activities such as money laundering and to ensure compliance with Know Your Customer regulations. These measures may include technical checks, document verification, and other measures both visible and not visible, used in any combination as deemed appropriate solely in AQUAS’ discretion to safeguard the integrity of the system, comply with Federal Law and self-regulatory regulations, and protect against fraudulent activity.

“Services” means, collectively, the website(s), the Brokerage Services, and any Third-Party Content. This Agreement applies to the Services provided by AQUAS regardless of how I access them (for example, phone, Internet, or by mobile device).

“Third-Party Content” means all information, tools, and services available on AQUAS’ website that are provided by a third party (“Third-Party Provider”), including financial and investment tools, market data, reports, alerts, calculators, access to online conferences, telecasts, bulletin boards, tax preparation, or account management tools.

“Websites” means the Internet sites of AQUAS Financial, whose domain name is registered as <https://www.aquastrading.com>, and others, and through which AQUAS offers Services.

3. Account Management

One of the reasons you as a Customer chose AQUAS is the flexibility that self-directed investing offers. As such, Customer is responsible for making sure Customer’s orders are correct, Customer’s account has enough funds, and Customer’s trades don’t violate securities regulations.

Therefore, neither AQUAS nor any of its representatives will provide me with investment advice or recommendations; offer any opinion regarding the suitability of any security, account type, order, transaction, or investment advisor or strategy; solicit any order or transaction; monitor my account or investments, or the appropriateness of my account or service level; alert me to any recommended change to my investments, accounts, or services; or provide legal, tax, or accounting advice. Nothing on AQUAS’ website is or shall be deemed a recommendation or solicitation to buy or sell securities, futures, or any other investment products, or as to the way those products are bought or sold, or to engage in any investment strategy. I will not seek, accept, or rely on any advice from AQUAS or its representatives, or any communication that could be construed as such. Discussion of alternatives, such as the different types of investment products available to me is not investment advice. Because AQUAS does not provide advice, AQUAS is not responsible for the suitability or appropriateness of any order, trade, investment, investment strategy, selection of advisor, or other activity for

me. I agree that any order submitted to, or transaction executed by AQUAS is solely my own investment decision and is based on my own evaluation of my personal financial situation, needs, and investment objective(s). Regulation Best Interest ("Reg BI") establishes a standard of conduct for broker-dealers and natural persons who are associated persons of a broker-dealer when making a recommendation of any securities transaction or investment strategy involving securities (including account type recommendations) to a retail customer. As AQUAS does not recommend securities transactions or investment strategies involving securities (including account type recommendations) to its customers, accordingly, Reg BI does not apply to AQUAS. AQUAS does not endorse, and is not responsible for any advice, representation, content, or other information provided by third parties, including but not limited to any such information or third party referenced by or accessed through any AQUAS website, application, or platform.

I will protect my own assets and privacy by never giving my Social Security Number, account number, personal identification number, User ID, or password to any unauthorized party. Use of my credentials to effect any action will constitute conclusive evidence that AQUAS may treat such action as authorized. I am responsible for all transactions entered using my credentials. AQUAS is not liable for loss or damages caused by any third party using my credentials. Unless AQUAS agrees in writing, executed by its Chief Executive Officer or General Counsel, I will not permit any third party to access my account using my account credentials. I agree to immediately notify AQUAS in writing, delivered via e-mail and a recognized international delivery service, if I become aware of: (i) any loss, theft, or unauthorized use of my PINs or Account numbers; (ii) any failure by me to receive any communication from AQUAS indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by me to receive an accurate written confirmation of an order, execution, or cancellation; (iv) any receipt by me of confirmation of an order, execution or cancellation, which I did not place; (v) any inaccurate information in or relating to my orders, trades, margin status, Account balances, deposits, withdrawals, securities positions or transaction history; or (vi) any other unauthorized use or access of my Account.

Each of the events described in the preceding paragraph shall be deemed a "Potential Fraudulent Event". The use and storage of any information including my Account numbers, PINs, portfolio information, transaction activity, account balances and any other information or orders available on my wireless, web-enabled cellular telephone, or similar wireless communications device (collectively, "Mobile Device"), or my personal computer or similar device (collectively "Computer") is at my own risk and is my sole responsibility. I represent that I am solely responsible for and have authorized any orders or instructions appearing in, originating from, or associated with my Account, my Account number, my username and password, or PINs. I agree to notify AQUAS immediately after I discover any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. Upon request by AQUAS, I agree to report any Potential Fraudulent Event promptly to legal authorities and provide AQUAS a copy of any report prepared by such legal authorities. I agree to cooperate fully with the legal authorities and AQUAS in any investigation of any Potential Fraudulent Event and I will complete any required affidavits promptly, accurately, and thoroughly. I also agree to allow AQUAS access to my Mobile Device, my computer, and my network in connection with an investigation of any Potential Fraudulent Event. I understand that if I fail to do any of these things, I may encounter delays in regaining access to the funds in my Account. I agree to indemnify and hold AQUAS, its Affiliates, and AQUAS' and its Affiliates' respective officers, directors, and employees harmless from and against any losses arising out of or relating to any Potential Fraudulent Event.

4. Notice Requirements

Where required by this Agreement to provide “Notice” to AQUAS, if such Notice must be in writing, Customer must either: (i) submit a message through Secure Messages accessible through the AQUAS Dashboard; or (ii) submit an email through the “Contact Us” page found under the “Contact” menu on the AQUAS website (www.aquastrading.com). For Notice that is not required to be in writing, Customer may provide AQUAS with Notice in writing as above or by phone through one of the phone numbers set forth in the “Contact Us” page on the AQUAS website.

5. Privacy and Confidentiality

Privacy. AQUAS will take reasonable measures to protect the privacy and confidentiality of information in AQUAS’ possession about my Account and me. AQUAS’ Privacy Statement explains how AQUAS collects and protects my information. The Privacy Statement is incorporated into this Agreement by reference.

Phone Conversations and Electronic Communications. AQUAS may record and monitor any telephone, video, or electronic communications with me.

Credit Reports/Compliance with USA PATRIOT Act. In accordance with the provisions of the USA PATRIOT Act, and for the purpose of assessing my creditworthiness, confirming my identity, and ensuring compliance with applicable laws and rules regarding anti-money laundering, I grant AQUAS explicit authorization to request and receive information including my credit report and any other documentation or reporting deemed necessary to fulfill legal requirements. This information may encompass personal identification details, transactional data, and other relevant sources, as necessary.

I understand that AQUAS may disclose such information to credit agencies, regulatory authorities, and other relevant entities as required by law. Furthermore, I acknowledge that any negative credit information submitted to a credit reporting agency is contingent upon my failure to fulfill the terms of my credit obligations and shall be done so in compliance with applicable law.

Upon my request, AQUAS will inform me of any credit report request made and provide the name and address of the credit reporting agency that furnished such information.

Disclosure of Account Information to Third Parties. Consistent with AQUAS’ Privacy Statement, AQUAS and AQUAS’ agents are specifically authorized to disclose information about my Accounts and me to third parties.

6. Accounts

I warrant that my account application is true, complete, and correct and that I will immediately provide written notice to AQUAS of any information changes within 10 business days after any change in such information. I

authorize AQUAS to make any inquiry (with third parties or otherwise) to verify information. I represent that all assets held in my Account belong to me, and that all trading in my account is conducted solely for my benefit.

Legal Capacity:

- **Natural Person.** For individual accounts, I warrant that I: (i) am of legal age in the jurisdiction I reside; (ii) am under no legal incapacity; and (iii) have sufficient knowledge and experience to understand the nature and risks of the products to be traded.
- **Joint Accounts.** Each joint account holder agrees that each joint holder has authority, without notice to the other, to: (i) buy or sell securities, options, and other derivatives, or other products (including on margin) (ii) receive account confirmations and correspondence; (iii) receive and dispose of money, securities or other assets; (iv) enter, terminate, or agree to modify this Agreement; (v) waive any part of this Agreement; and (vi) deal with AQUAS as if each joint holder was the sole holder. Notice to any joint holder constitutes notice to all joint holders. Each joint account holder is jointly and severally liable to AQUAS for all account matters. AQUAS may follow instructions of any joint holder and make delivery of any account property to any joint account holder individually.

Upon the death of any joint holder, the surviving holder shall provide immediate written Notice to AQUAS and AQUAS may, before or after receipt of Notice, initiate proceedings, require documents, retain, or liquidate assets or restrict transactions as it deems advisable in its sole discretion to protect itself against any liability or loss. The estate of any deceased joint account holder and each surviving joint account holder will be liable, jointly and severally, to AQUAS for any debt or loss in the account or upon liquidation of the account. Unless I indicate otherwise, AQUAS may presume that joint account holders are joint tenants with rights of survivorship, and upon the death of any such joint tenant, the account shall be vested in the surviving holders, without in any manner releasing the deceased joint tenant's estate from liability.

- **Organizations.** For organization accounts, "I" refers to the authorized representative(s) of the organization. I warrant that: (i) the Account is authorized under its governing documents and in the jurisdictions in which it is organized or regulated to enter this Agreement and trade (including on margin if applicable) the products it selects; (ii) is under no legal incapacity; and (iii) that persons identified to enter orders have proper authority and have sufficient knowledge and experience to understand the nature and risks of the products to be traded.
- **Trusts.** For trust accounts, "I" refers to the Trust and its Trustees. Trustees represent that there are no Trustees other than those listed in the account application and certify that AQUAS may follow instructions from any Trustee and deliver funds, securities, or any other assets to any Trustee or on any Trustee's instructions, including delivering assets to a Trustee personally. AQUAS, in its sole discretion, may require written consent of any or all Trustees prior to following any instruction of any Trustee. Trustees certify that Trustees have the power under the Trust's governing documents and applicable law to enter this Agreement, open the type of account applied for, and enter transactions and issue instructions. Such powers include, without limitation, authority to buy, sell (including sell short), exchange, convert, tender, redeem, and withdraw assets (including delivery of securities to or from the

account) to trade securities on margin or otherwise (including the purchase or sale of options), for the Trust. Should only one Trustee execute this Agreement, Trustee represents that Trustee has the authority to execute this Agreement without the consent of the other Trustees. Trustees certify that all instructions directing AQUAS to execute trades or any other type of transaction for this account will comply with the Trust's governing documents and applicable law, and that all trading in this account will be consistent with the powers delegated to the Trustees by the Trust's governing documents and with the fiduciary duties of the Trustees to the Trust and the beneficiaries of the Trust. Trustees also certify that Trustees will inform any beneficiaries of the Trust of the Activity in the Trust's account as required by the Trust's governing documents and applicable law. The Trust and the Trustees, jointly and severally, shall indemnify AQUAS and hold AQUAS, its officers, directors, and representatives harmless from any claim, loss, expense, or liability arising from or related to AQUAS effecting any instructions from the Trustees, including but not limited to instructions to buy, sell, sell short, transfer, or withdraw account assets, even if such instruction may be interpreted to be beyond the scope of the Trustees' authority. Trustees will provide AQUAS with immediate Notice if the authority of the Trustees changes in any manner relating to this Agreement. AQUAS has no duty to review or enforce the legal terms of any Trust with an account at AQUAS and AQUAS may rely entirely on the instructions of the Trustees or persons apparently authorized to act on behalf of the Trust, regardless of whether AQUAS has some or all the Trust documents in AQUAS' possession.

- **Custodial Accounts.** If an account is opened under either the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (UGMA or UTMA), the custodian of the account represents that all assets in the account belong to the beneficiary and that the custodian will only use the assets for the beneficiary's benefit. The custodian agrees to transfer and deliver to the beneficiary all securities and other property held in the account promptly upon the beneficiary attaining the age specified by the governing state law for termination of the custodianship. In addition, the custodian acknowledges that AQUAS may restrict the custodian's access to the account upon termination of the custodianship.
- **Regulated Persons and Entities, Control Persons, and Insiders.** Unless I provide written Notice to AQUAS otherwise, I represent and affirm that I am not: a broker-dealer; futures commission merchant; regulated investment professional; or affiliate, associated person or employee thereof. I agree to submit written Notice to AQUAS immediately if I become employed or associated with a broker-dealer, futures commission merchant or other type of regulated investment professional. I will provide AQUAS with immediate written Notice if I or any person or entity affiliated with me or acting on my behalf, is or becomes an insider or control person with respect to any security listed on any exchange.

Interest in Account. I represent that no one except me (us) has an interest in any of my (our) account(s) (unless I am opening the Account as a fiduciary).

Multiple Owners. If there is more than one Account owner, then the provisions of this Agreement apply to each owner. Accounts of husbands and wives in community property states will be held in the name of the husband and wife as community property unless Customer instructs AQUAS otherwise; any other Joint Account will be held jointly with rights of survivorship unless Customer notifies AQUAS of a different form of ownership and provides such documentation as AQUAS requires. AQUAS will have no liability for any loss that may arise due to taking instructions from one owner or requiring instruction from all owners. If I am married, I may establish

an account with my spouse as tenants by entirety if permitted by the State in which I reside. I will notify AQUAS if I become legally divorced.

Rights, Terms, and Obligations of Securities in Account. Except as required by Applicable Rules, AQUAS is not obligated to notify me of any events involving my securities positions, nor does AQUAS have the responsibility to take any actions on my behalf with respect to such events without specific instructions from me. I am responsible for knowing the rights, terms (e.g., expiration dates of options or other derivative products, call dates, required actions, etc.), and obligations of securities in my Account including but not limited to upcoming corporate actions (e.g., tender offers, reorganizations, stock splits, bankruptcy or class action rights, etc.) and for monitoring the occurrence of any events involving my securities positions or securities for which I intend to place an order.

Trusted Contact Authorization. If I elect to provide Trusted Contact information to AQUAS, AQUAS is authorized to communicate verbally and in writing with the Trusted Contact Person(s). I understand that any communication with the Trusted Contact Person(s) may include information about any of the Account Owners; the account for which the Trusted Contact information was provided, including financial information; any other accounts at AQUAS in which any of the Account Owners has an interest; the facts or circumstances that have caused AQUAS to contact the Trusted Contact for assistance; or any other information the Account Owners may have provided to AQUAS.

I understand that AQUAS may contact the Trusted Contact Person(s) for the following reasons: (1) if there are questions or concerns about my whereabouts or health status; (2) if AQUAS suspects that I may be a victim of fraud or financial exploitation; (3) if AQUAS suspects that I might no longer be able to handle my financial affairs; (4) to confirm the identity of any legal guardian, executor, trustee, authorized trader, or holder of a power of attorney; or (5) if AQUAS has any other concerns or are unable to contact me about my Account(s) held with AQUAS. If my Account is an Organization or other Non-natural person Account, AQUAS may also contact any Authorized Agent named on the Account for the foregoing reasons.

I further agree that: (1) the Trusted Contact Authorization does not impose any obligation that AQUAS communicate with my Trusted Contact Persons(s); (2) the Trusted Contact Authorization does not authorize the Trusted Contact Persons(s) to make any investment decisions or transact any business with AQUAS on my behalf; (3) the Trusted Contact Authorization is optional and I may change or withdraw it at any time by notifying AQUAS in writing; (4) all named Trusted Contact Person(s) are 18 years of age or older; (5) if there are multiple Account Owners, AQUAS is authorized to follow the instructions of any one or more Account Owners in adding a Trusted Contact, and AQUAS will not be held liable for information shared with a Trusted Contact, without regard to which Account Owner(s) authorized the addition of the Trusted Contact; and (6) AQUAS is released and discharged from all claims, causes of action, damages, losses, expenses, costs, and liabilities of any kind that may arise out of, relate to, or are in connection with the release of, or failure to release, personal and/or account information to the Trusted Contact Person(s).

Fees, Commissions, and Tax Reporting. I will pay commissions, charges, taxes, and other fees that are applicable to my Account. Current commission pricing and other fees are on the AQUAS website. AQUAS reserves the right to change its fees and commissions at any time by posting changes on the website or by other means.

AQUAS may vary commissions among customers in connection with special offers or combinations of services, or in other circumstances. AQUAS may also pay a portion of the revenues or fees derived from servicing my Account to third parties that provide services to AQUAS. If my Account is an IRA or other retirement plan account, the Account may be charged fees that the particular plan has authorized to be paid to service providers other than AQUAS.

I understand that AQUAS is not a tax or accounting entity, but as a non-bank financial institution, it has a legal obligation to provide financial information to the Internal Revenue Service (IRS). AQUAS will provide this information to the IRS and will interpret relevant tax law to the best of its abilities. I explicitly understand and agree that AQUAS strives to provide accurate and complete information but does not guarantee the accuracy or completeness of the information. I will not hold AQUAS responsible or liable for any errors, omissions, or inaccuracies contained therein. By using AQUAS' services, I acknowledge and agree that AQUAS makes no warranties or representations regarding the accuracy or completeness of the financial information that it provides to the IRS. I assume all risks and liabilities associated with such information. I understand and agree that AQUAS will make every effort to ensure compliance with its reporting obligations to the IRS.

Account Deficits. If an account incurs an equity deficit (regardless of account type), margin interest rates as specified on the AQUAS website will apply until the balance is repaid. AQUAS has the right, but not the obligation, to treat a cash account in equity deficit as a margin account. I agree to pay reasonable costs and expenses of collection for any unpaid deficit, including attorneys' and collection agent fees. If AQUAS seeks to recover any unpaid deficit through a court or arbitration proceeding, AQUAS reserves the right to recover interest at statutory interest rates rather than margin interest rates. AQUAS may take all steps permissible under applicable law to recover an unpaid deficit, including but not limited to transferring or assigning the debt to an affiliate or other third-party entity for collection.

Default. A "Default" occurs automatically, without notice, upon: (i) My breach or repudiation of any agreement with AQUAS; (ii) my failure to provide assurances satisfactory to AQUAS (in AQUAS' sole discretion) of performance of an obligation, after request from AQUAS; (iii) proceedings by or against me under any bankruptcy, insolvency, or similar law; (iv) assignment for the benefit of my creditors; (v) appointment of a receiver, trustee, liquidator or similar officer for me or my property; (vi) I make representations that are untrue or misleading when made or later become untrue and not corrected within three (3) business days; (vii) my legal incompetence; (viii) the suspension of, or the commencement of any proceeding to suspend my business or license issued by any regulatory or governmental body; (ix) my failure to respond to AQUAS' attempts to contact me concerning potentially abandoned property; or (x) AQUAS having reason to believe that any of the foregoing is likely to occur imminently. I agree that, upon a Default, AQUAS may terminate any of AQUAS' obligations to me and may deduct from the equity in any of my accounts any losses, costs, expenses, or other liabilities incurred by AQUAS arising from such Default.

Suspicious Activity. If AQUAS, in its sole discretion, believes that my account has been involved in any fraud or crime or violation of laws or regulations, has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether as victim or perpetrator, or otherwise), AQUAS may suspend or freeze the account or any privileges of the account, may freeze or liquidate my funds or assets, or may utilize any of the remedies in this

Agreement for a "Default." I waive any claim for loss or damages against AQUAS, its officers, directors, employees, and representatives, arising out of or related to AQUAS exercising its rights under this paragraph.

Unclaimed Property. Under the laws applicable to my account, AQUAS may be required to turn over to government authorities property that is deemed abandoned. To avoid such escheatment of property, I must periodically show activity in my account (by logging in) or otherwise contact AQUAS. Before remitting abandoned property, AQUAS will send written notice to the last known physical and email address on the account. AQUAS is not liable for any loss arising from or related to escheatment of my property under applicable law.

7. Communications

Statements and Confirmations. It is my obligation to review trade confirmations and Account statements promptly upon receipt. These documents will be considered binding on me unless I notify AQUAS of any objections within five days from the date confirmations are sent and within 10 days after Account statements are sent.

Addresses. AQUAS may send communications to the mailing address, email, telephone number, or facsimile number that I provide. AQUAS also may deliver information verbally or via the Secure Message Center. Communications shall be deemed delivered to me whether or not I actually receive them.

Consent. By consenting to the electronic delivery of all information relating to my Account, I authorize AQUAS to deliver all communications to me by the following means: (1) by email at the email address specified by me; (2) by posting the communication on the websites or other sites on the Internet where the communication can be read and printed; (3) by sending me an email that includes a hyperlink to the websites or an address on the Internet where the information is posted, and can be read and printed; and (4) by sending me a notice that directs me to an address on the Internet or a place within the websites where the communication is posted and from which it can be read and printed. Such delivery will be an effective delivery to me for the purpose of any Applicable Rules whether or not I access or review the communication. Although I consent to electronic delivery, AQUAS may elect to deliver communications by other means which shall not affect my consent. I will notify AQUAS of any change in my address. I may revoke my consent to electronic delivery of communications and receive documents on paper. However, AQUAS reserves the right to require me to close my account if I withdraw consent to receiving electronic delivery of communications.

SMS Terms and Conditions. These terms and conditions apply to SMS text messages sent by AQUAS. These messages can be recurring (e.g. Profile Changes, Deposits & Transfers, Trading Activity, etc.) or one-time (e.g. identity verification with one-time password). Number, frequency, timing, and content of messages will vary depending on your account activity and the alerts you request. Only U.S. mobile phone numbers may be enrolled for recurring messaging referred to as AQUAS Text Alerts. AQUAS may modify, discontinue, or suspend Alerts at any time without notice. You are giving AQUAS your PRIOR EXPRESS CONSENT to contact you at the enrolled mobile phone number for purposes of Alerts fulfillment. Message and data rates may apply from your wireless carriers to you. Mobile numbers will not be shared outside of the SMS program.

One-Time Password SMS: AQUAS One-Time Password (OTP) SMS provides a verification code to use to confirm your identity upon log in to your AQUAS account. These are one-time messages at your request. AQUAS Text Alerts: AQUAS Text Alerts provide updates and information related to your AQUAS account. You can opt out of receiving AQUAS Text Alerts at any time by closing your account.

Alerts may not be delivered, or may be delayed, if your mobile phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of AQUAS or the wireless carrier may interfere with message delivery, including the customer's equipment, terrain, and proximity to buildings, foliage, and weather. Neither AQUAS nor the wireless carrier guarantees Alerts will be delivered and neither AQUAS nor the wireless carrier is liable for delayed, mis-delivered, or undelivered messages.

SMS Disclaimer of Warranties.

YOU AGREE THAT YOUR USE OF AND ACCESS TO THE ALERTS ARE AT YOUR SOLE RISK. THE ALERTS ARE PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AQUAS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE ALERTS (INCLUDING WITHOUT LIMITATION, ITS PERFORMANCE, AVAILABILITY, CONTENTS, OR FUNCTIONS), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE.

AQUAS DOES NOT REPRESENT OR WARRANT THAT THE ALERTS WILL MEET YOUR REQUIREMENTS, OR THAT YOUR USE OF AND ACCESS TO THE ALERTS WILL BE UNINTERRUPTED, ERROR-FREE OR INSTANTANEOUS, OR THAT DEFECTS IN THE ALERTS CAN OR WILL BE CORRECTED.

SMS Limitation of Liability.

IN NO EVENT SHALL AQUAS BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOST PROFITS, REVENUES, OR OTHER FINANCIAL LOSSES OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY.

AQUAS SHALL NOT BE LIABLE IF THE ALERTS (OR ANY PART THEREOF) CANNOT BE PROVIDED OR FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THIS AGREEMENT DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT, TRANSMISSION OR DELIVERY PROBLEMS, OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR CONTROL.

SMS Indemnity.

You agree to defend, indemnify and hold harmless AQUAS and its agents and licensors from and against any action, proceeding, loss, damage, liability, claim, or demand, cost or expense, including, without limitation, reasonable attorneys' fees, experts' fees and court costs, arising out of or relating to your use of or access to the Alerts.

The disclaimers, indemnification obligations, and limitations of liability will survive any termination or expiration of these terms.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL REMAIN IN EFFECT.

Equipment. In order to trade using the AQUAS platform, and to receive communications, certain hardware systems and software are required. These requirements are described on the AQUAS website. Because these requirements may change, I must periodically refer to the AQUAS website for current system requirements. To receive electronic mail from AQUAS, I am responsible for maintaining a valid and functioning email address. I will submit immediate written Notice to AQUAS of a change in my email address by using those procedures to change my email address available on the AQUAS website. I am responsible for obtaining and maintaining all equipment and services required for online access of my Account.

8. Instructions

General. AQUAS may accept and act on instructions from me, my agent, or any person authorized on my Account. AQUAS may refuse any order, or delay placing any order, if AQUAS determines that an order requires clarification from me. I will not hold AQUAS responsible for any losses caused by the rejection or delay. AQUAS will not receive any order or instruction transmitted by my agent or me until AQUAS has actual knowledge of the order or instruction. AQUAS does not determine the validity of my agent's status or capacity, the appropriateness of, or the authority or actions by such person.

Wire Transfers. By initiating a wire transfer to or from my Account with or without a letter of instruction, I agree that AQUAS may use security procedures for accepting and acting upon wire transfer instructions. I agree that such security procedures may include one, some, or all of the following among other security procedures, depending on the type, amount, and frequency of the wire transfer request: requestor and/or account owner identification and verification; requestor and/or account owner signature comparison or verification; confirmation of receiving bank and/or account designation; notice provided via email, message center, or phone to account owner and/or authorized agent; account surveillance and/or trending analysis. In some circumstance, AQUAS may place limits on the portability of funds and additional documentation may be required.

I agree that the above security procedures are commercially reasonable under the circumstances. I agree to be bound by instructions to initiate a wire transfer, with or without a letter of instruction, whether in fact authorized or unauthorized, which AQUAS implements in compliance with these procedures, unless I have given AQUAS prior notice of possible unauthorized activity in my Account and AQUAS has a reasonable opportunity to act on such notice.

ACH Transactions. From time to time, originators that I authorize may send ACH credits or debits to my account. For each ACH transaction, I agree it is subject to the NACHA Operating Rules and guidelines or other funds transfer system rules as applicable, and that the following additional terms shall apply: (1) AQUAS' payment of a funds transfer to my account will be provisional until AQUAS receives final settlement or payment; (2) A payment by the beneficiary's bank of a funds transfer from my account to the beneficiary will be provisional until final settlement has been made or until payment is considered received under applicable law, and I agree

that the beneficiary's bank may reverse its provisional credit and obtain a refund from the beneficiary and I, as the originator of the payment, will not be considered to have paid the beneficiary; (3) I hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH operating rules, ACH debit entries to my account for electronic presentation or re-presentation of items written or authorized by me; and (4) If I receive an unauthorized debit, I will file a written unauthorized debit statement with AQUAS.

Electronic Transactions. By initiating electronic transactions using services such as Zelle, Apple Pay, Google Pay, or similar services ("Services") with my AQUAS account, I agree that AQUAS may use security procedures for accepting and acting upon such transactions. I agree that such security procedures may include one, some, or all of the following among other security procedures, depending on the type, amount, and frequency of the transaction request: requestor and/or account owner identification and verification; confirmation of receiving bank and/or account designation; notice provided via email, message center, or phone to account owner and/or authorized agent; account surveillance and/or trending analysis. In some circumstances, AQUAS may place limits on the portability of funds and additional documentation may be required.

I agree that the above security procedures are commercially reasonable under the circumstances. I agree to be bound by instructions to initiate an electronic transaction, whether authorized or unauthorized, which AQUAS implements in compliance with these procedures, unless I have given AQUAS prior notice of possible unauthorized activity in my Account and AQUAS has a reasonable opportunity to act on such notice.

For each electronic transaction, I agree that it is subject to the rules and guidelines of the applicable payment system, and the following additional terms shall apply: (1) AQUAS' payment of a transaction to my account will be provisional until AQUAS receives final settlement or payment; (2) A payment by the beneficiary's bank of a transaction from my account to the beneficiary will be provisional until final settlement has been made or until payment is considered received under applicable law, and I agree that the beneficiary's bank may reverse its provisional credit and obtain a refund from the beneficiary and me, as the originator of the payment, will not be considered to have paid the beneficiary; (3) I hereby authorize any ODFI to initiate, pursuant to applicable rules, electronic debit entries to my account for electronic presentation or re-presentation of items written or authorized by me; and (4) If I receive an unauthorized transaction, I will file a written unauthorized transaction statement with AQUAS.

9. Electronic Services

Availability. Computer-based systems and networks such as those used by AQUAS are inherently vulnerable to disruption, delay, or failure. AQUAS is not liable to me for any loss I may suffer due to any restrictions on my account or interruptions, delays, or failure of AQUAS systems. AQUAS does not guarantee that any media will be available to me at a particular time. Access to AQUAS systems may be limited or unavailable during period of peak demand, market volatility, system upgrades, or other reasons beyond AQUAS' control. AQUAS reserves the right to suspend and deny access to the Services, without prior notice or for any reason. In order to mitigate the risk of loss to me that may be caused by such an event, or due to any other disruption in my ability to use my AQUAS account, I agree to maintain alternative trading arrangements of sufficient capacity and utility to

allow me to open, close, or change positions as necessary to modify risk of loss to me in the event of disruption in my ability to use AQUAS systems or services.

Use of Services. I will use the Services for lawful purposes and as permitted by this Agreement. I will not transmit through the Services any material that violates or infringes in any way upon the rights of others or would encourage conduct that may give rise to civil or criminal liability. I will not modify, copy, publish, transmit, license, participate in the transfer or sale of, reproduce, create derivative works from, distribute, redistribute, display, or in any way exploit the Services. I will not upload, post, decompile, reverse engineer, disassemble, modify, copy, distribute, transmit, reproduce, republish, license, display, sell or transfer, or create derivative products from the Services. Software accessed on the Services is subject to U.S. export controls and may not be downloaded by any person prohibited from doing so by Applicable Rules.

Intellectual Property. AQUAS grants me a non-exclusive, non-transferable license to use all software related to provision of products and services hereunder solely as provided herein. Title to AQUAS software and updates shall remain the sole property of AQUAS including all patents, copyrights, trademarks, and other intellectual property rights. I may download software on a single computer for my use provided I keep intact all copyright and other proprietary notices. AQUAS and Third-Party Providers reserve the right to revise, modify, change, upgrade, suspend, impose limitations or restrictions on, deny access to, remove, or discontinue the Services at any time without prior notice. Third-Party providers may enforce this Agreement against me and take action against me for my breach of this Agreement. I further acknowledge that I am subject to any agreements for the receipt and use of real time market data as distributed by the Securities Information Processors, such as those agreements governing subscriber use published at CTApplan.com.

Limitation of Liability. I ACCEPT THE AQUAS SYSTEM "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION; TIMELINESS; FREEDOM FROM INTERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCE SHALL AQUAS (OR ANY AFFILIATE OF AQUAS) BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING LOSS OF BUSINESS, PROFITS OR GOODWILL. AQUAS (AND ANY AFFILIATE OF AQUAS) SHALL NOT BE LIABLE TO ME BY REASON OF DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THE AQUAS SYSTEM, REGARDLESS OF CAUSE, INCLUDING, BUT NOT LIMITED TO: THOSE CAUSED BY HARDWARE OR SOFTWARE MALFUNCTION; GOVERNMENTAL, EXCHANGE OR OTHER REGULATORY ACTION; ACTS OF GOD; WAR, TERRORISM, PUBLIC HEALTH EVENTS (INCLUDING PANDEMICS); AQUAS' INTENTIONAL ACTS; OR AQUAS' FAILURE TO ACT TO PREVENT SERVICE DISRUPTION OR SYSTEM FAILURE. I RECOGNIZE THAT THERE MAY BE DELAYS OR INTERRUPTIONS IN THE USE OF THE AQUAS SYSTEM, INCLUDING, FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY AQUAS FOR PURPOSES OF SERVICING THE AQUAS SYSTEM.

NOTHING IN THIS AGREEMENT REPRESENTS A CONTRACTUAL PROMISE OF WARRANTY TO ME REGARDING AQUAS' COMPLIANCE WITH APPLICABLE LAWS, RULES, OR REGULATION. NOR IS ANYTHING IN THIS AGREEMENT INTENDED TO CREATE A CONTRACTUAL OR PRIVATE CAUSE OF ACTION FOR ANY NON-COMPLIANCE WITH APPLICABLE LAWS, RULES (INCLUDING BUT NOT LIMITED TO RULES OF ANY EXCHANGE, MARKET CENTER, OR CLEARINGHOUSE) OR REGULATIONS. AQUAS SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY OR OBLIGATION.

AQUAS' LIABILITY SHALL BE LIMITED TO THE CUSTOMER'S ACTUAL TRADING LOSSES THAT ARE DIRECTLY CAUSED BY AQUAS' ACTIONS. AQUAS' LIABILITY SHALL NOT INCLUDE MONIES OR FEES, INCLUDING ATTORNEY'S FEES; INTEREST; THIRD-PARTY ACTIONS, OR CIRCUMSTANCES BEYOND AQUAS' CONTROL SUCH AS MARKET FLUCTUATIONS OR THE ACTIONS OF OTHER ACCOUNT HOLDERS, OR ANY OTHER EXPENSE OR COST.

Fast and/or Volatile Markets. During periods of heavy trading and/or fast or volatile market conditions with wide price fluctuations ("Fast Markets"), there may be delays in AQUAS executing Customer's orders or providing trading activity reports to Customers. If Customer places a market order in a Fast Market, there may be a significant difference in the quote Customer receives prior to or at the time Customer places the order and the execution price Customer receives. By placing a market order under such conditions, Customer accepts the risk and waives any claim related to a difference between quoted and execution price. If AQUAS, in its sole discretion, believes any particular stock is or may be volatile, AQUAS may, but is not obligated to, decline to allow customers, including me, to prevent any such security from being traded through AQUAS' services. AQUAS is not liable to me for any losses, lost opportunities or increased commissions that may result from me being unable to place orders for these stocks through AQUAS' services.

Cookies. AQUAS uses cookies on websites and my browser will need to accept all cookies for it to perform fully. Certain features of the websites may also require the acceptance of cookies.

Hyperlinks. The websites may include hyperlinks to websites, owned or operated by affiliated or unaffiliated third parties. Neither AQUAS nor Third-Party providers are responsible for the content or availability of such other websites and shall not be responsible or liable for any loss in connection with reliance on such sites.

10. Brokerage Services

Order Routing and Executions. Unless I specify the market for execution, AQUAS decides where to route my orders for execution. AQUAS considers a wide variety of factors in determining where to direct my orders, such as execution price, opportunities for price improvement (which is when an order is executed at a price that is more favorable than the displayed national best bid or offer), market depth, order size and trading characteristics of the security, efficient and reliable order handling systems and market center service levels, speed, efficiency, accuracy of executions, and the cost of executing orders at a market. If I instruct AQUAS to route my order to a particular market for execution, AQUAS is not required to make a best execution determination beyond executing the order promptly and in accordance with the terms of my order. Instructions to direct my order to certain market centers could incur additional fees.

Proprietary Trading. I authorize AQUAS to execute proprietary trades for itself and its affiliates, even though AQUAS may simultaneously hold unexecuted orders for me for the same products at the same price. I further agree that AQUAS may trade with me for its own account or for an AQUAS affiliate or another customer and may earn a profit on those trades.

Special Risks of Algorithmic Orders. AQUAS makes available various order types that use computerized algorithms. These order types allow me to input various conditions as part of an order placed with AQUAS. I agree that if algorithmic order types are used, it is my responsibility to understand how the order type works, including thorough review of the information on the AQUAS website describing particular order types. Algorithmic trading involves special risks, including, among others, the risk of software or design flaws, technical errors, adverse market impacts from algorithmic orders and rapid losses. I understand and agree to accept these risks when using algorithmic orders and I waive any right to make claims against AQUAS in connection with such orders.

Deposit and Order Refusal; Account Restrictions. AQUAS reserves the right not to accept the deposit of funds or particular securities into my Account and may refuse any of my orders. AQUAS also reserves the right to place trading, disbursement, and other restrictions on my Account. AQUAS may restrict my Account from withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if AQUAS receives reasonable notice that the ownership of some or all the assets in my Account is in dispute. I will not hold AQUAS liable for any loss I may incur due to AQUAS' refusal to permit any deposit, withdrawal, or transaction.

Trade Execution and Price. AQUAS routes orders to markets for prompt execution in view of prevailing market conditions, but there can be delays in the processing of orders. I understand and agree with the following:

- As a self-directed trader, I am responsible for selecting and understanding the terms of my orders, including the order type, quantity, and time in force.
- The quoted price may not reflect the trading activity from all markets.
- High volumes of trading at the market open or intraday may cause delays in executions and result in prices significantly different from the price quoted at the time the order was entered.
- Markets may handle orders manually and may reduce size guarantees during periods of volatility, resulting in possible delays in order execution, and losses.
- The execution price I receive may be impacted by numerous factors beyond AQUAS' control and responsibility, including the type of security, liquidity, and the size of my order. For example, large or "block" orders or orders involving illiquid securities may take additional time to execute and may execute at prices significantly different from the quoted price.
- AQUAS does not guarantee execution of every order and does not guarantee execution at the best posted price; AQUAS may not have access to every market or dealer; orders of others may trade ahead of my order; market centers may not honor posted prices or may re-route orders; and market rules, decisions, system failures or other matters may prevent or delay execution of my orders or cause orders not to receive the best price.
- The execution of market and stop-market orders may be at a price significantly different from the quoted price of that security. Limit orders will be executed only at a specified price or better, but there is the possibility that the order will not be executed.
- A market or stop-market order placed when markets are halted or closed, or for a security that has not traded on the public market before, may be executed once markets open at a price substantially higher or lower than the previous closing price or the anticipated price for the security.
- I am obligated to pay or receive the executed price at the time my market order or stop-market order is executed, even if the execution price is significantly higher or lower than I anticipated when I placed the

order. If I do not have a margin account and my market order or stop-market order is executed at a price that overspends the available cash in my Account, AQUAS has the right to take immediate action to force the sale of securities in my Account without notice to me or to take other appropriate actions to protect AQUAS' financial interests. I agree that I will be responsible for any subsequent debit balance in my Account. Accounts with margin privileges are subject to the Margin Trading terms in this Agreement.

- Securities traded in over-the-counter bulletin board and pink sheet securities and other thinly traded securities present special trading risks in that they are often more volatile and generally less liquid than securities traded on exchanges. AQUAS reserves the right to place restrictions on the trading of such securities without prior notice.
- I may suffer market losses during periods of volatility in the price and volume of a particular security when systems issues result in an inability to place buy or sell orders.
- It may not be possible to cancel or modify an order. I am responsible for executions notwithstanding a request to cancel or modify an order.

AQUAS is authorized to execute my orders as agent or principal as AQUAS subsequently confirms to me. AQUAS may act as agent for both buyer and seller in a transaction.

AQUAS may terminate my use of the Services at any time in AQUAS' sole discretion without prior notice to me. AQUAS may also decline to accept, to execute or to cancel any of my orders, or may otherwise restrict, in whole or in part, my use of AQUAS' service at any time, for any length of time, without prior notice to me. Such restrictions on trading activity may include but are not limited to: (i) prohibiting me from engaging in trading of (or entering orders to open or increase the size of a position in any individual instrument or category of instrument (whether stock, option, or another security or investment product); (ii) prohibiting certain types of trades or orders; or (iii) limiting order size or value at risk. Notwithstanding the above, I remain responsible for my orders and transactions without regard to whether AQUAS restricts, or does not restrict, my trading activity. All transactions are subject to rules and policies of relevant markets and clearinghouses, and applicable laws and regulations. AQUAS IS NOT LIABLE FOR ANY ACTION OR DECISION OF ANY EXCHANGE, MARKET, DEALER, CLEARINGHOUSE OR REGULATOR, OR THE DIRECT OR INDIRECT CONSEQUENCES THEREOF.

Exchanges and regulators require brokers to implement various pre-trade processes, filters, controls, and other checks (collectively "controls") to try to ensure orders do not disrupt the market or violate market rules. Exchanges, other markets, and dealers also apply their own controls and limits to orders they receive. These controls and limits may cause my orders, including but not limited to market orders, to be delayed in submission or execution, either by AQUAS or by the market. These controls may also result in an order being cancelled or rejected. AQUAS may also limit the price or size of my orders before they are submitted to an exchange. AQUAS reserves the right in its sole discretion, without notice, to impose these controls and order limits on my order and will not be liable for any effect of these controls or order limits implemented by AQUAS or an exchange, market, broker, or dealer.

Stop and Stop-Limit Orders. Stop or stop-limit orders may not be triggered or executed at or near the specified trigger price. AQUAS is not liable for any losses or damages resulting from such execution, non-execution, or non-triggering of a stop or stop-limit order. Some factors that may prevent or delay the execution of a stop order include:

- Execution venues failing to honor their posted prices

- Delays or failures that may prevent or delay the execution of a stop order
- Fast market conditions and price volatility
- Non-incremental price changes
- Lack of liquidity or a significant number of customers submitting stop orders at a similar trigger point
- Electronic trading systems experiencing outages or malfunctions, including AQUAS.

AQUAS does not guarantee that a stop or stop-limit order will be executed. By placing a stop or stop-limit order, you agree to hold AQUAS harmless from any losses or damages resulting from submitting a stop or stop-limit order. Further information regarding Stop and Stop-Limit Orders is contained in the Stop Order and Good 'Till Cancelled Order Disclosure which is incorporated herein by reference.

Good 'Till Cancelled Orders. A Good 'Till Cancelled order may remain open and pending in the market for an indefinite period of time until it is either filled or cancelled. While such orders may provide flexibility and convenience, they also could expose you to certain risks, such as market volatility, price fluctuations, corporate actions, and execution delays. You acknowledge and agree that AQUAS is not liable for any losses or damages resulting from any delay in the execution or cancellation of a Good 'Till Cancelled order, or from any errors or omissions in the instructions provided by you for such orders. By placing a Good 'Till Cancelled order, you agree to hold AQUAS harmless from any losses or damages resulting from submitting a Good 'Till Cancelled order. Further information concerning Good 'Till Cancelled Orders is contained in the Stop Order and Good 'Till Cancelled Order Disclosure which is incorporated herein by reference.

Risks of After-Hours Trading. I acknowledge that trading securities, options, derivatives, or any product outside ordinary market hours poses special risks, including risk of lower liquidity, higher volatility, changing prices, unlinked markets, news announcements affecting prices, and wider spreads. I represent that I am knowledgeable of, and able to assume, these risks.

Payment for Order Flow. AQUAS may receive remuneration from markets, exchanges, brokers, and/or dealers for directing orders to them. In consideration of services provided by AQUAS to me, AQUAS is authorized to receive and retain such payments, rebates, or other consideration in whole or in part for its own account and not that of my Account and do so without disclosing the amount received. Markets may act as principals to buy, sell, or hold securities for their own accounts, and they may make money when executing my trade.

Rule 607 of Regulation NMS requires broker-dealers to disclose, upon opening a new customer account and on an annual basis thereafter: (i) its policies regarding receipt of payment for order flow, including a statement as to whether any payment for order flow is received for routing customer orders and a detailed description of the nature of the compensation received; and (ii) its policies for determining where to route customer orders that are the subject of payment for order flow absent specific instructions.

The firm receives compensation for directing listed and OTC securities, and options order flow to selected market centers (e.g., broker-dealers, exchanges, and alternative trading systems) for execution. Compensation generally is in the form of a per share or per contract cash payment. The potential for receipt of order flow payment is not a factor in the routing determination. In accordance with SEC Rule 606, AQUAS posts quarterly reports that detail the material market centers to which AQUAS routes orders in NMS securities and AQUAS' material relationships with those market centers. This report is made available at www.aquastrading.com or

in written form upon request. As required under SEC Rule 606(b)(1), on request, AQUAS will provide the identity of the market center to which Customer's orders were routed for execution in the six months prior to the request, whether the orders were directed orders or non-directed orders, and the time of the executions, if any, that resulted from such orders. This applies to both held and not held order flow.

AQUAS regularly assesses the execution quality provided by the market centers to which we route order flow in seeking best execution for our customers. For non-directed customer orders, it is our policy to route orders to market centers based on a number of factors that are more fully discussed in the Supplemental Materials of FINRA Rule 5310, including where applicable, but not necessarily limited to, speed of execution, price improvement opportunities, differences in price dis-improvement, likelihood of executions, the marketability of the order, size guarantees, service levels and support, the reliability of order handling systems, customer needs and expectations, transaction costs and whether the firm will receive remuneration for routing order flow to such market centers. Price improvement occurs when an order is executed at a price that is more favorable than the displayed national best bid or offer.

Payment for Transactions. All orders that I authorize will be processed with the understanding that I will pay for any purchases and deliver certificates to cover all sales on or before settlement date. All sell orders that I place will be for securities that I own ("long") and will be in good deliverable form at the time I place the order, unless I inform AQUAS otherwise.

AQUAS reserves the right to require full payment, or an acceptable equity deposit, prior to the acceptance of any order. I will have the required cash, available funds, or equity in my Account prior to the execution and/or settlement of a purchase or short sale transaction, and the required securities in my Account prior to the execution and/or settlement of a long sale. If I do not have sufficient funds or securities in my Account, AQUAS has the right to liquidate or buy in securities at my expense and risk, and I will be responsible for any cost or loss.

Payment of Indebtedness Upon Demand. If I incur an indebtedness in an account held with AQUAS, subject to applicable law, I will be liable for the payment upon AQUAS' demand of any obligations owing in my Account, including the reasonable costs incurred in collecting such amounts.

Security for Indebtedness. I consent to AQUAS having a continuing security interest in, right of set-off to, and lien on all securities, cash, investment property, and other property in my Account ("Collateral"). Subject to applicable rules, and without prior notice to me, AQUAS may sell or transfer the Collateral to satisfy my obligations. AQUAS also has the discretion to determine which securities and other properties are to be sold and which contracts are to be closed. AQUAS has all the rights of a secured party under the Uniform Commercial Code.

Short Sales. I will designate any sell order as a "short" sale if at the time I place the order I do not own the security I intend to sell or am unable to deliver the security before settlement. All short sales will be executed in a Margin Account and are subject to Margin Requirements. Interest rates paid to, or rates or fees collected from me in connection with borrowing securities to maintain short positions are subject to frequent change and will vary based on the nature of the security sold short (e.g., financing a short position in a hard-to-borrow stock may be significantly more expensive). AQUAS may reject any short sale if AQUAS does not believe it can borrow

the relevant security for delivery. If AQUAS cannot borrow (or re-borrow after a recall notice) stock, AQUAS may buy-in stock on my behalf, without notice to me, to cover short positions and I am liable for any losses or costs. Short sale regulations, or unavailability of stock to borrow, may require AQUAS to close out my short position.

Mutual Funds and Exchange Traded Funds (ETFs). I authorize AQUAS to custody mutual fund holdings that I purchase directly through AQUAS. When purchasing a mutual fund, I acknowledge that I have received, read, and understand the fund prospectus. Mutual fund purchases may be subject to investment minimums, eligibility, and other restrictions, as well as charges and expenses. Certain money market funds may impose liquidity fees and redemption gates in certain circumstances.

Some mutual funds sold through AQUAS impose a charge on the purchase of shares, called a “sales load.” I may be able to purchase mutual fund shares through AQUAS without paying a front-end sales load, but I may be charged a fee, called a “contingent deferred sales charge,” when I sell or redeem my shares. AQUAS may receive part or the entire sales load or sales charge.

As discussed in the prospectus, some mutual funds agree to waive or reduce front-end sales loads for purchases over certain amounts. I am responsible for determining and obtaining any waivers, breakpoints, or providing AQUAS with sufficient information to assist me in obtaining such.

AQUAS may receive remuneration from fund companies, including, those participating in a no-load, no-transaction fee program, for record-keeping, shareholder services, and other administrative and distribution services. The amount of AQUAS remuneration for these services is based in part on the amount of investments in such funds by AQUAS customers. Some mutual funds impose a distribution or service fee known as a “12b-1 fee.” AQUAS may receive the 12b-1 fees in connection with my investment in such fund’s shares. If I invest online in no-transaction-fee mutual funds (“NTF funds”) directly through AQUAS, I will not pay a transaction fee. I also may be able to purchase mutual funds directly from the fund’s distributor or underwriter without incurring a transaction fee. AQUAS receives remuneration from fund companies participating in the NTF fund program. NTF funds have other fees and expenses that apply to continued investment in the fund that are described in the prospectus. AQUAS receives remuneration from certain ETFs that participate in commission-free ETF program for shareholder, administrative, and other services.

Money Market Funds. Investments in money market funds are subject to eligibility and other restrictions, as well as charges, and expenses, all as further described in the prospectus. Money market funds are securities that may increase or decrease in value. They are not insured or guaranteed by the FDIC, any other government agency, or AQUAS, and there can be no assurance that such funds will be able to maintain a stable net asset value of \$1 per share. I understand that I will receive periodic statements for sweep transactions involving money market funds in lieu of immediate confirmations.

I understand and acknowledge that AQUAS may receive fees for providing marketing and shareholder services to money market funds. I understand and acknowledge that the fees AQUAS receives are disclosed in the prospectus for the fund.

Callable Securities. I consent to AQUAS' lottery system for allocation of redemptions, partial redemptions, or calls. A description of AQUAS procedures for callable securities is available on AQUAS website, or hard copies are available upon request.

No Restricted Securities. Unless I have submitted written Notice to AQUAS to the contrary, no assets held as collateral are "restricted securities" as such term is defined pursuant to Rule 144 of the Securities Act of 1933 (the "Securities Act"), or securities of an issuer with which I am an "affiliate" (as such term is defined pursuant to Rule 144 of the Securities Act), and I will not attempt to sell such shares through AQUAS without prior written Notice to and receiving written consent from AQUAS.

Worthless and Non-Transferable Securities. AQUAS reserves the right to remove from my Account any security that is deemed to have been cancelled or otherwise invalidated. I agree that in determining that a security has been cancelled or invalidated, AQUAS has derived such information from me or from third parties and AQUAS has reviewed and determined to the best of AQUAS' ability that the security has no market value. AQUAS is not responsible for the accuracy or reliability of any information regarding these assets. AQUAS will notify me if AQUAS has removed a cancelled or otherwise invalid security from my account. Unless I provide AQUAS with evidence of the validity of the security within thirty days after notice of the removal, I agree to waive any claim to any future distribution from the security and agree to indemnify and hold AQUAS harmless from any claims, liability, or damages resulting from the removal of such security. If I provide AQUAS with evidence of the validity of the security from an independent third party within the time limit noted above, AQUAS will reinstate my position if AQUAS is able to do so. In addition, AQUAS reserves the right to charge an additional servicing fee for securities for which a transfer agent cannot be identified (a "Non-Transferable Security").

Liquidation of Positions. I agree that AQUAS has the right, in its sole discretion, but not the obligation, to liquidate all or any part of my positions or assets in any of my AQUAS accounts, individual or joint, at any time and in any manner (including but not limited to pre-market/after-market trading and private sales) and through any market or dealer, without prior notice or margin call to me if at any time:

- My account has zero equity or is in deficit (i.e., negative equity)
- My account has insufficient equity to meet margin requirements
- AQUAS anticipates (in its sole discretion) that the holding of an option position or any other position in my account likely will result in a future margin violation (for example, upon expiration of a derivative position)
- An event of default has occurred
- This Agreement has been terminated
- I submit, and AQUAS executes, an order for which I do not have sufficient funds
- AQUAS determines (in its sole discretion) that liquidation is necessary or advisable for AQUAS' protection

I shall be liable and will promptly pay AQUAS for any deficiencies in my Account that arise from such liquidations or remain after such liquidation. AQUAS has no liability for any loss sustained by me in connection with such liquidation (or if AQUAS delays effecting, or does not effect, such liquidation), even if I re-establish a liquidated position at a worse price. I shall reimburse and hold AQUAS harmless for all actions, omissions, costs, fees (including attorney's fees), or liabilities associated with any such liquidation undertaken by AQUAS. If AQUAS

liquidates any position in my Account, such liquidation shall establish my gain or loss and remaining indebtedness to AQUAS.

If AQUAS does not, for any reason, liquidate an under-margined position, and issues a margin call, I must satisfy such call immediately as requested by depositing funds into my Account. Even if a call is issued, AQUAS may liquidate positions at any time.

For the avoidance of doubt, AQUAS agrees to not liquidate positions in an IRA account solely to satisfy an obligation in a separate account held by me if such an action would jeopardize the tax-advantaged treatment of my IRA account under applicable rules. This provision is not intended to relieve me of any obligation to AQUAS in connection with either of such accounts.

11. Margin Trading

Margin Account. When I purchase securities on margin, I am borrowing money from AQUAS and pledging all securities and other property in my Account as collateral for these loans. I agree to evaluate my own financial situation, resources, investment objectives, and other relevant circumstances to determine whether margin transactions are appropriate for me. AQUAS will not make this determination. Even if I determine that margin is appropriate for me, AQUAS determines whether to make such loans to me. I also understand that trading securities on margin involves a variety of risks, including the following:

- **I can lose more funds than I deposit in the margin account.** A decline in the value of securities that I purchase on margin may require me to provide additional funds to AQUAS to avoid the forced sale of those securities or other securities or assets in my Account. I could lose more than the amount I deposit in my Account.
- **AQUAS can force the sale of securities or other assets in my Account.** If the equity in my Account falls below the maintenance margin requirement, or any higher “house” requirements, AQUAS can sell the securities or other assets in any of my Accounts to cover the margin deficiency. I also will be responsible for any shortfall in the Account after such a sale.
- **AQUAS can sell my securities or other assets without contacting me.** Although AQUAS may attempt to notify me of margin calls, AQUAS is not required to do so, and even if AQUAS has contacted me and provided a specific date by which I can meet a margin call, AQUAS can still take necessary steps to protect AQUAS’ financial interests, including immediately selling securities without notice to me.
- **I am not entitled to choose which securities or other assets in my Account are liquidated or sold to meet a margin call.** Because the securities are collateral for my margin loan, AQUAS has the right to decide which securities to sell to protect AQUAS’ interests.
- **AQUAS can increase AQUAS “house” maintenance margin requirements at any time, and AQUAS is not required to provide me advance written notice of the change.** These changes to AQUAS policy often take effect immediately and may result in the issuance of a maintenance margin call. My failure to satisfy the call may cause AQUAS to liquidate or sell securities in my Account.

- **I am not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to customers under certain conditions, I do not have a right to any extension. AQUAS will determine whether to provide an extension.

Initial Margin and Margin Maintenance Requirements. There are rules and regulations covering margin loans, including the initial and maintenance requirement for margin accounts. These margin transactions are subject, at all times, to the initial and maintenance margin requirements established by AQUAS or the applicable exchanges, clearinghouses, and regulators, whichever is greater (“Margin Requirements”). AQUAS’ “house” margin requirements may exceed the margin required by any exchange, clearinghouse or regulator and may include leverage ratio limits or position size limits for securities, or other investment products (even for apparently low-risk positions) and may exceed 100% depending upon the product and market conditions.

To trade on margin, my Account must maintain at least \$2,000 in minimum equity (\$25,000 minimum for Pattern Day Trading accounts. Please see also the Day Trading Risk Disclosure). I will meet the margin requirement in my margin account before entering any order and will satisfy any additional requirements AQUAS may require. AQUAS may apply all premiums received from options writing against my margin requirements. I have the obligation to monitor the balances in my margin account to ensure that I maintain sufficient amounts to continuously meet margin requirements. I understand and agree that AQUAS may reject any order if my Account has insufficient equity to meet margin requirements and may delay processing of any order while determining the margin status of my Account.

AQUAS may decline to extend credit to me for any reason, subject to applicable rules. There may be times when AQUAS has extended credit on certain securities, but due to market or other conditions, AQUAS may require additional cash or securities.

For purposes of determining my compliance with margin requirements, AQUAS will determine, in its sole discretion, the value of positions and assets in my account. AQUAS’s calculations may differ from the values or prices disseminated by exchanges or other market data sources. AQUAS shall have the sole discretion in deciding whether and how to value securities, derivatives, or other investment products based on bid price, offer price, last price, bid/ask midpoint, or some other method. AQUAS may use a valuation methodology that is more conservative than the marketplace as a whole and this may effectively constitute a higher “house” margin requirement. AQUAS may raise margin requirements in advance of an upcoming change in the required exchange or clearinghouse margin even before the effective date of such change.

I acknowledge and agree that margin requirements and related rules of exchanges, clearinghouses, and regulators generally are designed to protect the integrity of markets and the capital of broker-dealers that are subject to such rules and are not generally intended to protect me. AQUAS’ failure to apply or enforce margin requirements and related rules shall not give me any right to bring an action against AQUAS and nothing in this Agreement constitutes a warranty or undertaking that AQUAS will apply or enforce the margin requirements and related rules.

No Reliance upon AQUAS. I will not rely upon AQUAS to close or liquidate positions in my Account in the event my account does not comply with margin requirements. I will not rely on AQUAS’ liquidation rights and systems to function as a stop-loss order. I cannot assume that AQUAS’ general policy to liquidate positions will prevent

me from losing more than I have deposited. Among other things, market prices may not rise or fall incrementally and AQUAS may not be able to close out a position at a price that would avoid losses greater than the margin deposit. Likewise, AQUAS may in its sole discretion delay or decide not to liquidate positions in an account with a margin deficit and shall have no liability for any loss sustained by me in connection with such delay of or forbearance from liquidation.

Margin Interest. I will pay interest on any credit provided to me for the purpose of purchasing, carrying, or trading in any security.

Margin Interest Rates. AQUAS utilize a base rate ("Base Rate") to set margin interest rates. My margin interest rate will vary based on the Base Rate and the margin balance ("Balance") in my margin account during the interest period. The Base Rate may be changed without prior notice to me. AQUAS will post on the website any changes to the Base Rate.

Interest Calculation. For each day there is a debit balance in my Account, the interest charged for that day is calculated by multiplying the applicable interest rate by my debit balance, with the result divided by 360. The sum of the daily interest charges is totaled at the end of each Account statement period and is posted to my Account on the last Business Day of the Account statement period. I will not earn interest on credit balances in my short account.

Short Sales. Sales designated as "short" are done in my margin account and are subject to different margin maintenance requirements than securities purchased on margin. Short sales are subject to certain regulatory rules and cannot be executed under certain market conditions. AQUAS may not always have the securities available to facilitate my short sale. AQUAS may, without notice, "buy-in" securities to cover any short security position in my Account. I will reimburse AQUAS for any losses that AQUAS may incur. AQUAS may require me to deposit Collateral if the Collateral in my Account becomes insufficient. Short sale proceeds are part of the Collateral that secures AQUAS' loan to me. I am also liable for all dividends paid, and all other distributions of cash or property, on securities that I have sold short.

Pledge and Loan of Securities and Other Property. AQUAS is authorized to lend to itself or others any securities AQUAS holds in my Account and to carry all securities lent as general loans. In connection with such loans, AQUAS may receive compensation and retain certain benefits that I will not be entitled to, such as interest on Collateral posted for such loans. In certain circumstances, such loans may limit my ability to exercise voting rights with respect to the securities lent. AQUAS will retain such benefits without disclosing the amount of or otherwise accounting for such benefits to me. I may request that fully paid securities not be used in connections with short sales.

AQUAS may pledge, repledge, hypothecate, rehypothecate, or otherwise use, without notice to me, all securities and other property that AQUAS holds, carries, or maintains or for any of my margin or short accounts. AQUAS may do so without retaining in AQUAS' possession or under AQUAS' control for delivery the same amount of similar securities or other property. The value of the securities and other property that AQUAS may pledge, repledge, hypothecate, rehypothecate, or otherwise use may be greater than the amount I owe AQUAS. Such loans could limit my ability to exercise securities' voting rights. In connection with these activities, AQUAS

may receive compensation and retain certain benefits to which I will not be entitled. AQUAS will retain such benefits without disclosing the amount of or otherwise accounting for such benefits to me.

Security Interest. All assets of any kind held by or on behalf of AQUAS for my account are hereby pledged to AQUAS and I hereby grant to AQUAS a perfected first-priority lien and security interest in AQUAS' favor to secure performance of obligations and liabilities to AQUAS arising under this or any other agreement with AQUAS. Notwithstanding the above, and for the avoidance of doubt, no assets of an IRA account shall be pledged as collateral for the obligations of any other accounts and no non-IRA account shall be pledged as collateral for the obligations of an IRA account.

Payment in Lieu of Dividends. I understand that in certain situations, including when AQUAS has borrowed my securities or when a trade or securities loan is in the process of settling, I may receive a "payment in lieu" of the dividend, interest, or other distribution issued. I understand that such a payment may not be entitled to the same tax treatment as the dividend, interest, or other distribution. AQUAS may allocate payments in lieu by any mechanism permitted by law. Certain taxable accounts that receive a payment in lieu of a qualifying dividend may in some circumstances also receive a "gross-up" payment. This gross-up is discretionary. AQUAS is not required to compensate me for any differential tax treatment associated with a payment in lieu, and no gross-up or other compensation will be due to me in connection with any payment in lieu.

12. Options Trading

If I elect to engage in options transactions, I will be bound by the following additional terms:

Suitability. Options are not suitable for all investors. Options trading has inherent risks, and I am prepared financially to undertake such risks and to withstand the losses that may be incurred. I acknowledge I have received or have been given access to the "Characteristics and Risks of Standardized Options" by the Options Clearing Corporation (OCC).

General Terms.

- I am responsible for knowing the rights and terms of all options in my Account. I agree to be bound by the FINRA, OCC, and exchange rules applicable to the trading of options contracts.
- If my options trading occurs in a margin account, it is subject to the terms and conditions applicable to margin trading.
- Settlement for options cleared through the OCC is the Business Day after the trade date. I shall not exceed the position and exercise limits imposed by the rules of the OCC.
- I am responsible for instructing AQUAS as to my intention to exercise options contracts before the expiration date. Absent proper and timely exercise instructions from me, AQUAS has no obligation to exercise any right, privilege, or obligation of any option for my Account. I agree that my failure to provide AQUAS with proper and timely instructions may result in the option expiring worthless, even though it may have a monetary value on the expiration date. I agree to carefully read the Margin Handbook for additional terms and important information regarding options exercise.

- AQUAS is authorized to take steps to protect AQUAS' position and any obligation they have assumed at my request without notifying me.
- If I write (short) a call option contract that requires the delivery of securities to be sold, I may be required to keep the securities in my Account until the expiration of the option period and may not be allowed to sell or withdraw the securities.
- If I write (short) a put option contract that requires payment for securities to be purchased, I may be required to keep sufficient funds in my Account to make the payment until the expiration of the option period and may not be allowed to withdraw the funds or use them for any other purpose. If I am assigned on the options, AQUAS may use the funds for the purchase of the securities without prior notice to me.
- All short equity and some index options positions are available for assignment. Exercise assignment notices for equity or index options are randomly allocated among all AQUAS customers' short positions.

13. Arbitration

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- (1) All parties to this 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.**
- (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.**

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.

I agree that any controversy between AQUAS, AQUAS' affiliates, any of their respective officers, directors, employees, or agents and me (including any of my officers, directors, employees, or agents) arising out of or

relating to this Agreement, our relationship, any Services provided by AQUAS, or the use of the Service, and whether arising before or after the date of this Agreement, shall be arbitrated and conducted under the provisions of the Code of Arbitration of FINRA. If any party unsuccessfully resists confirmation or enforcement of an arbitration award rendered under this Agreement, then that party shall pay all costs, attorney's fees, and expenses incurred by the other party or parties in confirming or enforcing the award. Arbitration must be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate. Judgment, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction.

By signing this Agreement, I acknowledge that this agreement contains a pre-dispute arbitration clause and that I have received, read, and understand the terms thereof.

Additionally, by signing this Agreement, you further agree that arbitration will be conducted pursuant to the rules of the Financial Industry Regulatory Authority in Collin County, Texas.

14. General Terms

Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. In such event: this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part of this Agreement or was modified to be legal, valid, and enforceable; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Agreement, to the extent permitted by applicable rules.

Assignment and Escheatment. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining AQUAS' prior written consent. AQUAS may assign, sell, or transfer my Account and this Agreement, or any portion thereof, at any time, without my prior consent. The assets in my Account may be transferred to the appropriate State if no activity occurs in my Account within the period specified by State law.

Amendment. AQUAS reserves the right to amend this Agreement without prior notice to me or as required by applicable rules. The current version of the Agreement will be posted on the website. This Agreement may be revised upon AQUAS' tender of a revision or amendment of this Agreement, and my acceptance thereof shall be conclusively established by subsequent use (by me or any authorized representative) of any services provided by AQUAS other than closing positions or transferring open positions or assets out of AQUAS, regardless of whether I have actually reviewed them. Use of such services shall constitute consideration for the revised Agreement. AQUAS is not bound by any verbal statements that seek to amend the Agreement.

Nothing in this Agreement can be amended or waived by anyone, including AQUAS representatives, except in writing by AQUAS' Chief Executive Officer or General Counsel.

Termination. AQUAS may terminate this Agreement, or close, deactivate, or block access to my Account, at any time and for any reason. If AQUAS decides to close my Account, and I fail to transfer it to another broker, AQUAS may liquidate my Account and send me the proceeds. However, I will remain responsible for the payment of all obligations incurred in my Account up to the time of termination.

I may terminate this Agreement at any time by providing AQUAS with written notice, subject to the payment of any outstanding obligations. Any termination by me will not relieve me of my obligation to pay any outstanding obligations or fees that have accrued prior to termination.

This Agreement will survive the termination of my Account and will continue to apply to any disputes that arise from or relate to the Account, regardless of the reason for termination.

Entirety of Agreement. This Agreement, any attachments hereto, the addenda and other agreements referred to in this Agreement and the terms and conditions contained in the account statements and confirmations contain the entire agreement between AQUAS and me; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between me and AQUAS, provided, however, any and all other agreements if any, between me and AQUAS and AQUAS' affiliates, not inconsistent with this Agreement will remain in full force and effect, and if there are any conflicts between this Agreement and any attachments or other agreements, this Agreement shall prevail.

Indemnification. I agree to indemnify, hold harmless and defend AQUAS, its affiliates, and their respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses, or attorney's fees (collectively "Losses") resulting directly or indirectly from my use of the Services or any transactions in my Account, except to the extent that such Losses are the result of AQUAS' violation of this Agreement, Applicable Rules, or applicable standards of conduct, in which case, AQUAS' liability shall be limited to the Customer's actual trading losses that are directly caused by AQUAS's actions. AQUAS' liability shall not include monies or fees, including attorney's fees; interest; third-party actions, or circumstances beyond AQUAS' control such as market fluctuations or the actions of other account holders, or any other expense or cost. This provision does not restrict or limit my ability to bring any claims against AQUAS that I am entitled to bring, including through arbitration or in any other forum.

Force Majeure. AQUAS will not be liable for loss caused directly or indirectly by conditions beyond AQUAS' reasonable control, including but not limited to Force Majeure events. "Force Majeure" means events that are beyond the reasonable control of a party, including but not limited to the following: disasters, extraordinary weather conditions, earthquakes or other acts of God, war, insurrection, riot, labor strikes, terrorist acts, government restrictions, exchange or market rulings, suspension of trading, computer or communication line failure, or failure of market centers or transmission facilities.

Waiver. AQUAS' failure to insist upon compliance with this Agreement will not constitute a waiver of any of its rights. No provision of this Agreement can be waived without the written consent of AQUAS through its Chief Executive Officer or General Counsel.

Governing Law, Jurisdiction, and Venue. This Agreement will be governed by the laws of the State of Texas without giving effect to conflict-of-laws provisions. State and federal courts located in Collin County, Texas,

have exclusive jurisdiction over disputes relating to this Agreement, and all other agreements entered between me and AQUAS, except when arbitration is provided. I waive any objection to the bringing of any proceedings in any such court by AQUAS and agree not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it. However, the foregoing shall not prevent AQUAS from bringing an action in any court of any other jurisdiction, in its discretion. In all judicial actions, arbitrations, or dispute resolution methods, the parties waive any right to punitive damages.