

Important Information

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Glossary of Terms provided at the end of the Program Agreement and attached Supplements, and are made part of this Program Agreement.

We do not guarantee the fund from loss or depreciation. Our liability to make payment to you at any time and all times is limited to the available assets of the fund. The fund is not insured by the Federal Deposit Insurance Corporation (FDIC) or any other governmental agency.

By choosing to participate in the program, you acknowledge and agree to be bound by the terms and conditions of this Program Agreement. You understand and agree that ****Intrepid****, its affiliates, and any third-party service providers (collectively, the "Parties") are not responsible for the accuracy, reliability, or completeness of any content provided, and shall not be liable for any errors or omissions in such content.

1. ****Fund Not Guaranteed****

We do not guarantee the fund (including any accounts, assets, or funds managed or held under the Roth IRA or any related accounts) from loss or depreciation. Our liability to make any payments to you is limited to the available assets of the fund. You assume all responsibility for any loss or depreciation of the fund or any other losses incurred in connection with your participation in this Program Agreement.

2. ****Arbitration Claims****

Any controversy or claim arising out of or relating to this Program Agreement, the attached Supplements, or the breach thereof, or to the Roth IRA or any transactions authorized by you or your agent, will be determined by binding arbitration. The parties are waiving their right to seek remedies in court, including the right to a jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings. Arbitration will take place as described in Section 13 of this Program Agreement.

3. ****Attorneys' Fees****

a. If either party to this Supplement commences any legal action, suit, counterclaim, appeal, arbitration, or other proceeding (an "Action") against the other party to enforce or interpret any terms of this Supplement, because of an alleged breach, default, or misrepresentation, or because of a claim arising out of this Supplement, the losing or defaulting party will pay to the prevailing party reasonable attorneys' fees, costs, and expenses incurred in connection with the prosecution or defense of such Action.

b. If the prevailing party obtains a judgment in its favor arising out of any Action, the party against whom such judgment is rendered will pay to the prevailing party the attorneys' fees incurred by the prevailing party in the collection or enforcement of such judgment. The provisions of this paragraph will survive any judgment and will not merge into such judgment.

4. **Forge Trust Custodial Services**

Forge Trust (formerly IRA Services Trust Company) is the Custodian and Administrator for Intrepid IRA accounts, known as Intrepid Later Accounts. The following information is the disclosure statement required by federal tax regulations for Individual Retirement Accounts (IRAs). You should read this disclosure carefully and consult IRS Publication 590A/B or a qualified tax professional for more information about eligibility requirements and contribution restrictions.

5. **U.S. Government Requirements**

To help the U.S. government combat the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. We require you to provide your full legal name, address, government-issued identification number (e.g., Social Security number), date of birth, and other identifying information when establishing your account. We may consult third-party databases to verify your identity. If your identity cannot be verified, your account may be closed, and your assets returned to you.

6. **Potential Losses**

Your account is subject to market risks between the time of account opening and any liquidation or restriction that might be imposed due to verification issues. You assume all responsibility for losses that may occur during this period, including any fees and market losses.

7. **Revocation of Your IRA**

You have the right to revoke your IRA within seven (7) days of account opening and receive a full refund of your initial investment without adjustment for administrative expenses. To revoke your IRA, you must provide written notice to Forge Trust at the address listed in the account application instructions. This notice must include the following:

- The date
- A statement that you elect to revoke your IRA
- Your IRA account number
- The date your IRA was established

- Your signature and printed or typed name

Mailed notices must be postmarked by the seventh day after your IRA was opened.

8. **IRA Contributions**

For tax years 2024 and beyond, the maximum allowable contribution to your individual retirement accounts (Traditional, Non-Deductible, and Roth) is the lesser of \$6,500 or 100% of your compensation. If you are 50 or older, the contribution limit increases by \$1,000 for catch-up contributions. These limits are subject to IRS cost-of-living adjustments. Contributions must comply with IRS rules, which may change. You should consult IRS Publication 590A/B or a tax advisor for updated information.

9. **Traditional IRA Contribution Restrictions**

You cannot make contributions to a Traditional IRA after reaching age 70½. Contributions can continue to be made to a Roth IRA as long as you have earned income and meet the IRS income limits.

10. **Rollovers and Recharacterizations**

You may roll over or recharacterize your IRA contributions under certain circumstances. If a rollover contribution is made within 60 days of receiving a distribution from another eligible retirement account, the amount rolled over is not taxable. Recharacterizations must be completed by the due date of your tax return. IRS rules on rollovers and recharacterizations are complex; consult IRS Publication 590A/B or a tax advisor.

11. **Excess Contributions**

Excess contributions to your IRA will be subject to a 6% excise tax for each year they remain in the account. Excess contributions and any related earnings must be withdrawn by your tax return due date to avoid the excise tax. The earnings may also be subject to the 10% early withdrawal penalty.

12. **Early Distributions from a Traditional IRA**

Distributions from a Traditional IRA before age 59½ are generally subject to a 10% penalty in addition to regular income taxes unless an exception applies (e.g., disability, death, first-time home purchase, higher education expenses, etc.). Please consult IRS Publication 590A/B for more details.

13. **Required Minimum Distributions (RMDs)**

You must begin receiving required minimum distributions (RMDs) from your Traditional IRA by April 1 of the year following the year you turn 70½. The RMD amount is based on IRS life expectancy tables. Failure to take an RMD can result in a 50% excise tax on the amount that should have been withdrawn.

14. **Privacy Policy**

We collect non-public personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transactions with us or others
- Information from consumer reporting agencies

We do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to your personal information to employees who need to know it to provide services to you. We maintain physical, electronic, and procedural safeguards to protect your personal information.

15. **Platform and Amendments**

AFTER THE EFFECTIVE DATE OF ANY AMENDMENT(S) TO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND HAD AN OPPORTUNITY TO REVIEW:

- The disclosures and information provided to you by any **Intrepid** Party or agent through the Intrepid Website or the Application, including disclosures about how debits will be made from your Funding Source each month in the amounts specified in the disclosures.
- **Intrepid Advisers'** Brochure
- **Intrepid Advisers'** Form CRS if you are an individual investor (also known as a "retail investor," as defined in Rule 204-5 under the Advisers Act and Rule 17a-14 under the Exchange Act)
- The relevant supplement if you have chosen an Intrepid Invest Account (Base or Custom Portfolio Account), Intrepid Later Account(s), Intrepid Early Account(s), or Intrepid Checking Account(s)

IF YOU OPEN AN INTREPID USER ACCOUNT, YOU WILL BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS PROGRAM AGREEMENT AND EACH APPLICABLE SUPPLEMENT, AS OF THE TIME THAT YOU USE OR ENROLL IN THE APPLICABLE PRODUCT OR SERVICE.

THIS PROGRAM AGREEMENT AND ANY APPLICABLE SUPPLEMENT WILL BE CONSIDERED EFFECTIVE ONLY ONCE YOU AGREE TO THIS PROGRAM AGREEMENT AND ITS SUPPLEMENTS AND INTREPID GROW ACCEPTS AND APPROVES YOUR INTREPID USER ACCOUNT.

YOU AGREE THAT THE INTREPID PARTIES MAY AMEND THIS PROGRAM AGREEMENT AND ANY SUPPLEMENT FROM TIME TO TIME BY (I) PROVIDING YOU WITH NOTICE OF MATERIAL CHANGES VIA EMAIL OR OTHER WRITTEN COMMUNICATION AND; (II) POSTING THE AMENDMENT ON THE INTREPID WEBSITE AND THROUGH THE APPLICATION FOR ALL OTHER CHANGES, AND, ACCORDINGLY, YOU FURTHER AGREE TO CHECK THE INTREPID WEBSITE AND/OR THE APPLICATION FOR AMENDED VERSIONS OF THIS PROGRAM AGREEMENT AND SUPPLEMENTS. YOU UNDERSTAND AND AGREE THAT YOUR CONTINUED USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO NOT CLOSING ANY OF YOUR INTREPID ACCOUNTS, MAINTAINING YOUR INTREPID USER ACCOUNT,

AND/OR USING ANY SERVICE PROVIDED IN THE PLATFORM WITHOUT OBJECTING AFTER THE EFFECTIVE DATE OF THE AMENDMENT, INDICATES YOUR ACCEPTANCE OF THE PROGRAM AGREEMENT AND ANY SUPPLEMENT AND AMENDMENTS.

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By choosing to participate in the program, you acknowledge and agree to be bound by the terms and conditions of this Program Agreement. You understand and agree that ****Intrepid****, its affiliates, and any third-party service providers (collectively, the "Parties") are not responsible for the accuracy, reliability, or completeness of any content provided, and shall not be liable for any errors or omissions in such content.

1. **Fund Not Guaranteed**

We do not guarantee the fund (including any accounts, assets, or funds managed or held under the Roth IRA or any related accounts) from loss or depreciation. Our liability to make any payments to you is limited to the available assets of the fund. You assume all responsibility for any loss or depreciation of the fund or any other losses incurred in connection with your participation in this Program Agreement.

2. **Arbitration Claims**

Any controversy or claim arising out of or relating to this Program Agreement, the attached Supplements, or the breach thereof, or to the Roth IRA or any transactions authorized by you or your agent, will be determined by binding arbitration. The parties are

waiving their right to seek remedies in court, including the right to a jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings. Arbitration will take place as described in Section 13 of this Program Agreement.

3. ****Attorneys' Fees****

a. If either party to this Supplement commences any legal action, suit, counterclaim, appeal, arbitration, or other proceeding (an "Action") against the other party to enforce or interpret any terms of this Supplement, because of an alleged breach, default, or misrepresentation, or because of a claim arising out of this Supplement, the losing or defaulting party will pay to the prevailing party reasonable attorneys' fees, costs, and expenses incurred in connection with the prosecution or defense of such Action.

b. If the prevailing party obtains a judgment in its favor arising out of any Action, the party against whom such judgment is rendered will pay to the prevailing party the attorneys' fees incurred by the prevailing party in the collection or enforcement of such judgment. The provisions of this paragraph will survive any judgment and will not merge into such judgment.

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To help the U.S. government combat the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. We require you to provide your full legal name, address, government-issued identification number (e.g., Social Security number), date of birth, and other identifying information when establishing your account. We may consult third-party databases to verify your identity. If your identity cannot be verified, your account may be closed, and your assets returned to you.

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- The date
- A statement that you elect to revoke your IRA
- Your IRA account number
- The date your IRA was established
- Your signature and printed or typed name

Mailed notices must be postmarked by the seventh day after your IRA was opened.

8. **IRA Contributions**

For tax years 2024 and beyond, the maximum allowable contribution to your individual retirement accounts (Traditional, Non-Deductible, and Roth) is the lesser of \$6,500 or 100% of your compensation. If you are 50 or older, the contribution limit increases by \$1,000 for catch-up contributions. These limits are subject to IRS cost-of-living adjustments. Contributions must comply with IRS rules, which may change. You should consult IRS Publication 590A/B or a tax advisor for updated information.

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Excess contributions to your IRA will be subject to a 6% excise tax for each year they remain in the account. Excess contributions and any related earnings must be withdrawn

by your tax return due date to avoid the excise tax. The earnings may also be subject to the 10% early withdrawal penalty.

12. **Early Distributions from a Traditional IRA**

Distributions from a Traditional IRA before age 59½ are generally subject to a 10% penalty in addition to regular income taxes unless an exception applies (e.g., disability, death, first-time home purchase, higher education expenses, etc.). Please consult IRS Publication 590A/B for more details.

13. **Required Minimum Distributions (RMDs)**

You must begin receiving required minimum distributions (RMDs) from your Traditional IRA by April 1 of the year following the year you turn 70½. The RMD amount is based on IRS life expectancy tables. Failure to take an RMD can result in a 50% excise tax on the amount that should have been withdrawn.

14. **Privacy Policy**

We collect non-public personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transactions with us or others
- Information from consumer reporting agencies

We do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to your personal information to employees who need to know it to provide services to you. We maintain physical, electronic, and procedural safeguards to protect your personal information.

15. **Platform and Amendments**

AFTER THE EFFECTIVE DATE OF ANY AMENDMENT(S) TO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND HAD AN OPPORTUNITY TO REVIEW:

- The disclosures and information provided to you by any **Intrepid** Party or agent through the Intrepid Website or the Application, including disclosures about how debits will be made from your Funding Source each month in the amounts specified in the disclosures.
- **Intrepid Advisers'** Brochure
- **Intrepid Advisers'** Form CRS if you are an individual investor (also known as a "retail investor," as defined in Rule 204-5 under the Advisers Act and Rule 17a-14 under the Exchange Act)

- The relevant supplement if you have chosen an Intrepid Invest Account (Base or Custom Portfolio Account), Intrepid Later Account(s), Intrepid Early Account(s), or Intrepid Checking Account(s)

IF YOU OPEN AN INTREPID USER ACCOUNT, YOU WILL BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS PROGRAM AGREEMENT AND EACH APPLICABLE SUPPLEMENT, AS OF THE TIME THAT YOU USE OR ENROLL IN THE APPLICABLE PRODUCT OR SERVICE.

****Account Type names as designated herein are descriptive only and may change from time to time at Intrepid's sole discretion, with or without notice, provided that no change is made to the offerings available thereunder. You agree that such change shall not constitute a material change to this Program Agreement.****

1.2 Responsibility for Your Account

You are solely responsible for any decision to open and how to use Intrepid Managed Account(s) and/or Intrepid Checking Account(s), including which types and combination of such accounts, if any, to open and use, and decisions about whether to use other products and services Intrepid may offer from time to time. You are further responsible for all information provided to Intrepid in your Investor Profile Questionnaire and for updating such information as reasonable and necessary.

Notwithstanding anything to the contrary in this Program Agreement or any of the Supplements, Intrepid does not provide tax, accounting, or legal advice, and nothing in this Program Agreement or the Supplements should be construed as such. You should consult with a tax, accounting, legal, or other professional for individualized advice.

2. Service Providers in the Program and Their Roles

You acknowledge that Intrepid provides the services that comprise the Program and that it may now and in the future, subject to applicable law, engage third-party vendors or service providers to help them offer additional services, fulfill their duties, and/or exercise their rights under the Program Agreement and Supplements.

You acknowledge that Intrepid has engaged third-party providers, which may include Banks of Record or other service providers, to act as issuers of debit cards for Intrepid Debit Cards. These third parties are not parties to this Program Agreement or any Supplement. You will be required to agree separately to the relevant agreement applicable to your account prior to opening any Intrepid Checking Account.

You acknowledge that Intrepid may engage future third-party providers in connection with the Platform, subject to applicable law.

Participation in, and access to, certain services or products made available by ****Intrepid****, may require you to agree separately to additional agreements applicable to such products or services, which shall govern your relationship with ****Intrepid**** and/or the applicable third-party providers.

3. ****Supplements****

This Program Agreement is between ****Intrepid**** and you, and pertains to the Program generally. You acknowledge that some or all of the ****Intrepid**** entities may have separate agreements with you that allocate separate sets of rights and obligations between you and the applicable ****Intrepid**** entity, depending on the Account(s) that you have selected. You further acknowledge that none of the ****Intrepid**** entities or service providers are responsible for the obligations of any other respective entity. In the event of any conflict between a Supplement and this Program Agreement, the applicable Supplement shall control unless otherwise indicated.

4. ****Fees****

4.1 ****Subscription Fee, General****

When you subscribe to the Platform, which may include one or more Managed Account(s) and may include one or more ****Intrepid**** Checking Account(s), you agree to promptly pay ****Intrepid**** the Program Charge and any applicable Advisory Fee as set forth below for the Subscription Plan selected by you. ****Intrepid**** may, in its sole discretion, collect the entire Subscription Fee and allocate any applicable portion as an Advisory Fee to ****Intrepid**** as further set forth herein. The Subscription Plans and corresponding Subscription Fees are as follows:

1. ****Intrepid "Bronze" (or any other successor Plan name):** For a \$3 monthly Subscription Fee, this Plan allows you access to an ****Intrepid**** Checking Account, an ****Intrepid**** Invest Account, one or more ****Intrepid**** Later Accounts, and basic financial wellness and educational content, provided that the Combined Monthly Balance among your applicable Managed Accounts, if any, on the Fee Date is less than \$1,000,000;
2. ****Intrepid "Silver" (or any other successor Plan name):** For a \$6 monthly Subscription Fee, this Plan allows you access to an ****Intrepid**** Checking Account, an ****Intrepid**** Emergency Fund Account, an ****Intrepid**** Invest Account, one or more ****Intrepid**** Later Accounts, and enhanced financial wellness and educational content, provided that the Combined Monthly Balance among your Managed Accounts, if any, on the Fee Date is less than \$1,000,000;
3. ****Intrepid "Gold" (or any other successor Plan name):** For a \$12 monthly Subscription Fee, this Plan allows access to one or more ****Intrepid**** Early Accounts, an ****Intrepid**** Checking Account, an ****Intrepid**** Emergency Fund Account, an

****Intrepid**** Invest Account (Base and/or Custom Portfolio), one or more ****Intrepid**** Later Accounts, premium financial wellness and educational content, the ****Intrepid**** Benefits Hub, and additional services, provided that the Combined Monthly Balance among your Managed Accounts, if any, on the Fee Date is less than \$1,000,000;

4. ****Promotional or Custom Subscriptions****: ****Intrepid**** may offer (i) promotional pricing, including a waived Subscription Fee, for new subscribers and/or limited-time offers for its existing Subscription Plans for its product offers, (ii) promotional pricing for existing subscribers following the change to, or discontinuation of, a Subscription Plan or applicable Subscription Fee associated with that Plan, (iii) a custom pricing model for a Subscription Plan that may offer unique or beta products, or a unique or beta combination of products, provided that subscribers to any such promotional or custom-priced Subscription Plan will have their actual monthly Subscription Fee amount disclosed prior to subscription; or (iv) as otherwise provided in Section 4.4 below.

- If your Combined Monthly Balance on the Fee Date is \$1,000,000 or more and you do not have any ****Intrepid**** Checking Account, a monthly Subscription Fee of \$100 is charged per \$1,000,000 of Combined Monthly Balance on the Fee Date (for the avoidance of doubt, the monthly Subscription Fee is one hundredth of one percent (.01%) of the number obtained by rounding your Combined Monthly Balance down to the nearest whole multiple of \$1,000,000).

- If your Combined Monthly Balance on the Fee Date is \$1,000,000 or more and you have either an ****Intrepid**** Early Account or an ****Intrepid**** Checking Account, a monthly Subscription Fee of \$100 is charged per \$1,000,000 of Combined Monthly Balance on the Fee Date (for the avoidance of doubt, the Subscription Fee is one hundredth of one percent (.01%) of the number obtained by rounding your Combined Monthly Balance down to the nearest whole multiple of \$1,000,000) plus an additional \$5.

- ****Intrepid Assist****: For a \$1 monthly Subscription Fee, if you are an existing eligible customer who provides an initial and annual attestation of financial hardship to ****Intrepid****, this promotional Plan allows you to have an ****Intrepid**** Invest Account (Base Portfolio), provided that you have a Monthly Invest Balance on the Fee Date of less than \$1,000,000.

****4. Fees****

****4.1 Subscription Fee, General****

Subscription Fees are non-refundable and billed in arrears. The Subscription Fee includes, as applicable:

(A) The ****Advisory Fee**** (\$0.10) to Intrepid Advisers for access to:

- Advisory Services provided by Intrepid Advisers,
- Covered Brokerage Services provided by Intrepid Securities in connection with your Managed Account(s),
- The services that the IRA Custodian and Administrator provide as custodian and administrator of any Intrepid Later Accounts in which you participate, and

(B) The **Program Charge** (the Subscription Fee less the applicable Advisory Fee) for access to one or more of the following services, subject to the applicable Subscription Plan selected by you and/or any applicable promotional subscriptions:

- Banking Services provided by Intrepid Pay in connection with the Bank(s) of Record,
- Services provided by GoHenry by Intrepid,
- Intrepid Earn,
- The Intrepid Benefits Hub,
- Educational content and newsletters, and
- Intrepid's overall financial wellness system, and other services and products as provided by the Intrepid Platform from time to time.

The amount of the Subscription Fee depends on which Subscription Plan you select and, as set forth above, the Combined Monthly Balance in your Managed Accounts. If a Managed Account does not have a positive balance, Intrepid Advisers will not charge an Advisory Fee, and instead, the entire Subscription Fee will be allocated to the Program Charge.

You acknowledge (1) that the Subscription Fee is a fixed fee based on the Subscription Plan in which you are enrolled and, depending on your circumstances, may be disproportionately high relative to the assets in your Managed Account(s), and (2) that the Subscription Fee is reasonable for the services you receive regardless of the assets in your Managed Account(s).

See **Schedule 1** below for additional fees that might apply to your Account(s), as applicable.

4.2 Debit Authorization to Pay Subscription Fee

PREAUTHORIZATION OF MONTHLY ELECTRONIC FUNDS TRANSFER FROM YOUR FUNDING SOURCE: By clicking "I agree" to enter into this Program Agreement, you authorize Intrepid (and Intrepid Advisers, as to any applicable Advisory Fee), by and through any of their agents, for the entire period in which you are subject to a Subscription Fee under this Section 4, to process a recurring Electronic Funds Transfer debit from your Funding Source in the amount specified in this Section 4, for each Fee Date occurring from the date you open your Intrepid User Account through such date as you close your Intrepid User Account and all Managed Account(s) and Checking Account(s). Any Electronic Funds Transfer debit that you preauthorize in the preceding

sentence will result in an Electronic Funds Transfer from your Primary or Secondary Funding Source, as applicable, to Intrepid (and/or to Intrepid Advisers, as to any applicable Advisory Fee), by and through their agents, to pay any applicable Subscription Fee. Intrepid or any of its agents may charge a fee if your Electronic Funds Transfer debit fails due to insufficient funds in your Funding Source.

You will pay the applicable Subscription Fee specified in Section 4.1 by a recurring monthly Electronic Funds Transfer debit that deducts money from your Primary Funding Source. If Intrepid is unable to collect your full Subscription Fee via Electronic Funds Transfer debit from your Primary Funding Source, for any reason, including but not limited to insufficient funds in, closing of, or disconnection of your linked Primary Funding Source, you authorize Intrepid (and Intrepid Advisers, as to any applicable Advisory Fee), by and through any of their agents, to collect your monthly Subscription Fee from the following sources, which will be attempted in the order specified, and as further described in Section 4.3 below and Section A6.3 of the Investment Advisory Agreement Supplement: (i) your Secondary Funding Source, if any; (ii) through the sale of ETF shares (and/or Stocks, if using a Custom Portfolio) in your Intrepid Invest Account, if any; (iii) through the sale of ETF Shares in your Intrepid Later account, if any; or (iv) through the sale of ETF shares in an Intrepid Early Account, for which you are custodian, if any. If Intrepid is unable to collect your Subscription Fee via Electronic Funds Transfer payment from your Secondary Funding Source, the applicable Intrepid Party may also collect fees relating to your Account(s) as set forth in **Schedule 1** in its sole discretion. The Intrepid Parties reserve the right to cease offering you services under this Program Agreement if your Primary and/or Secondary Funding Sources fail for any reason or if the Intrepid Parties are otherwise unable to collect your Subscription Fee. Intrepid further reserves the right in the future to use an Emergency Fund Account as a Secondary Funding Source, and you understand and agree that the use of the Emergency Fund Account as a Secondary Funding Source does not constitute a material change to this Program Agreement.

****** 4.3 Liquidation of Managed Account Holdings to Pay Fees******

In the event Intrepid (or Intrepid Advisers, as to any Advisory Fee) is unable for any reason to collect your Subscription Fee by debiting your Primary or Secondary Funding Source, pursuant to the authority you grant to Intrepid Advisers under Section A6.3 of the Investment Advisory Agreement Supplement, Intrepid Advisers may instruct Intrepid Securities to initiate sales in one or more of your Managed Accounts and use the proceeds to satisfy or partially satisfy any current or past fees due to Intrepid or Intrepid Advisers and to allocate such proceeds to another Intrepid Party in the Intrepid Parties' discretion under this Program Agreement (including the Supplements) relating to your Intrepid Subscription.

If Intrepid Advisers, by and through Intrepid Securities or the IRA Custodian and Administrator, liquidates ETF Shares or Stock to satisfy your monthly Subscription Fee, it

may continue to liquidate ETF Shares or Stock to cover your Subscription Fee each month thereafter in which it is unable to collect from your Primary or Secondary Funding Source.

**4.4 Discretion to Waive or Customize Fees**

You acknowledge that the Subscription Fee is not negotiable. Intrepid reserves the right to waive or customize the Subscription Fee, or any part of the Subscription Fee at any time, for any period, and for any client at its sole and absolute discretion.

**4.4.1 Initiatives with Waived Fees**

Intrepid and/or Intrepid Advisers, as applicable, may from time to time elect to launch promotions or other initiatives whereby Subscription Fees are waived, in whole or in part, for certain categories of clients (such as, for example but not limited to, students and/or military veterans). Any such initiative (i) may be expanded, narrowed, suspended, canceled, or modified at any time by Intrepid and/or Intrepid Advisers in their sole discretion; and (ii) will be subject to rules, guidelines, and/or terms and conditions, if any, that Intrepid and/or Intrepid Advisers, as applicable, determine in their sole discretion to apply in connection therewith (which rules, guidelines and/or terms may be included on the Intrepid Website, on the Intrepid Website landing pages, the Application, and/or elsewhere). To the extent that any such program or initiative is canceled or terminated, Intrepid and/or Intrepid Advisers, as applicable, will, after giving impacted clients notice, begin prospectively charging clients the then-current Subscription Fees pursuant to the preauthorization in the applicable Supplement(s). You agree and acknowledge that Intrepid and/or Intrepid Advisers will have sole discretion in determining whether or not any Existing Client or Prospective Client meets the requirements to participate in and/or benefit from any such program or initiative, and no Intrepid Party will be liable to you or any other party in connection with any such decision and/or in connection with the administration of any such program or initiative generally, including with the termination thereof.

**8. Electronic Delivery Consent**

When you agree to enroll in the Program by entering into this Program Agreement and the Supplements, you consent to receive any and all advice, documents, information, or other communications from the Intrepid Parties and the Banks of Record electronically through the Websites, the Application, or the Portfolio Advice Application, to the email provided, or otherwise over the internet.

****BY CLICKING THE BUTTON TO INDICATE "I AGREE" TO ENTER INTO THIS PROGRAM AGREEMENT AND ANY SUPPLEMENT(S) (OR OTHERWISE INDICATING THAT YOU UNDERSTAND AND ACCEPT THE TERMS HEREIN), AND BY YOUR CONTINUED USE OF THE PLATFORM AFTER THE EFFECTIVE DATE OF ANY AMENDMENT(S) THERETO, YOU AGREE**

YOU ARE SIGNING AND ACCEPTING THIS PROGRAM AGREEMENT AND ANY SUPPLEMENT(S), AS MAY BE AMENDED FROM TIME TO TIME, AND GRANT YOUR INFORMED CONSENT TO RECEIVE ELECTRONICALLY AND/OR FOR TRANSACTIONAL MESSAGING ONLY BY TEXT MESSAGE, ANY STATEMENTS, CONFIRMATIONS, PROSPECTUSES, PROXY AND VOTING MATERIALS, DISCLOSURES, TAX REPORTS, NOTICES, AND OTHER DOCUMENTS AND/OR INFORMATION RELATING TO THE PROGRAM, INCLUDING EARN REWARDS NOTIFICATIONS, AMENDMENTS TO THIS PROGRAM AGREEMENT, SUPPLEMENTS, ADDITIONAL SUPPLEMENTS AND OTHER COMMUNICATIONS ("COMMUNICATIONS") TRANSMITTED TO YOU IN RELATION TO THE PROGRAM.**

If you have separately and expressly consented to receive messages and/or information via text messages from the Intrepid Parties, Communications, including marketing communications, may be sent via text message to the phone number you provided. To opt out of marketing text messaging, reply STOP to a text message from Intrepid Parties at any time. **DATA RATES MAY APPLY.**

Notwithstanding anything in this Program Agreement and Supplements to the contrary, you may request paper copies of Tax Forms or any other communication that an applicable Intrepid Party is required by applicable law or regulation to provide on request. Your informed consent to electronic delivery will apply to each Tax Form or other communication that the Intrepid Parties are otherwise required by applicable law or regulation to provide on request to you in paper unless and until you revoke it. You may update your email address for electronic delivery or revoke or limit your informed consent to electronic delivery at any time by sending an email to [**support@intrepid.com**](mailto:support@intrepid.com).

Notwithstanding anything in this Program Agreement and Supplements to the contrary, you agree that if you revoke or limit your informed consent to electronic delivery, the applicable Intrepid Party may charge you reasonable fees, separate from and in addition to the Subscription Fee, for paper delivery and related services. Although you consent to electronic delivery, the Intrepid Parties and/or the applicable Bank of Record may send you paper communications or request that you send paper communications to any of them. If you revoke this consent to electronic delivery, or if you are deemed to revoke consent because your email address is not valid, the Intrepid Parties reserve the right to terminate any and all services provided to you by any Intrepid Party.

Electronic communications are deemed delivered to and received by you when sent by the applicable Intrepid Party, regardless of when you actually receive or access the communications. Delivery of a communication may consist of an email containing a hyperlink to a website or other portal or application where the communication may be accessed. Once the Intrepid Parties send a communication containing a hyperlink to you and/or post the communication on its Website, it is deemed to have delivered the communication to you in a form that you can retain and print. The Intrepid Parties may, in

their sole discretion, deliver communications in paper format to your primary address of record or otherwise as required or permitted by applicable law or agreement.

You agree to immediately notify the Intrepid Parties in writing of changes in your Client Information. It is solely your responsibility to provide accurate Client Information and to notify the Intrepid Parties immediately if you have difficulty accessing or viewing an electronically sent or accessible communication. You agree that the Intrepid Parties are not responsible for any losses that you incur due to any failure to access or view Communications if you fail to maintain accurate Client Information.

9. Term

9.1 Effective Date

This Program Agreement and any Supplements become effective the date you click "I Agree" (or similar words) to enter into them. The Intrepid Parties may amend this Program Agreement and/or any Supplements at any time, and any such Amendments will be effective immediately unless otherwise specified upon distribution in whatever electronic format chosen by the Intrepid Parties in their sole discretion, including by posting the amendment on the Intrepid Website and through the Application for changes that are not material. This Program Agreement will continue in full force and effect until terminated in writing as set forth below. Either party may terminate this Program Agreement at any time upon notice to the other party as provided in this Program Agreement, and upon the closing of all open Intrepid Accounts in the case of an Intrepid User; provided that either party may terminate this Program Agreement immediately on a material breach of this Program Agreement or any Supplement by the other party. Termination will not affect the rights or obligations of the parties prior to the date of termination, nor any such other rights and obligations herein that by their nature should survive termination, or as otherwise required by applicable law, rule, or regulation.

9.2 Suspension of Services

You agree that the Intrepid Parties and the Banks of Record, and any of their affiliates or contractors, may suspend the provision of services to you or delay, limit, restrict, or refuse any transaction for you at any time for any length of time without prior notice to you if the Intrepid Parties or the Bank of Record believe in good faith that such suspension or delay is necessary or appropriate (i) to ensure compliance with, or to avoid violating, any law or regulation applicable to the particular Intrepid Party, the Bank of Record, or a transaction relating to the Program; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over the Intrepid Party, the Bank of Record, or a transaction relating to the Program; (iii) to avoid a loss to you, the Intrepid Party, or the Bank of Record; (iv) to remediate or otherwise address problems with technology; (v) due to interruptions in the access to or operation of any technology that the Intrepid Party, the Bank of Record, or the IRA Custodian and Administrator directly or

indirectly uses in connection with the Program; or (vi) as a result of, or to prevent, a breach or violation of any term, condition, or other provision of this Program Agreement, any Supplement, or any other applicable terms, including but not limited to a breach or violation of the Referral Agreement and other promotional terms and conditions.

If the Intrepid Parties, the Bank of Record, and/or the IRA Custodian and Administrator permanently suspend all or some of your services under the Program, including the management of invested funds in your accounts, the applicable Intrepid Party may credit to your Invest Account or transfer to your Funding Source (including any Intrepid Checking Account, as applicable) the prorated Subscription Fee for the period during which all services for your Managed Accounts and/or Intrepid Checking Accounts were suspended. If the Intrepid Parties, the Bank of Record, or the IRA Custodian and Administrator suspends all or some of your access to the Platform temporarily, you will continue to be charged your Subscription Fee while your account remains in a suspended state.

9.3 Voluntary Subscription Termination

You agree that if you elect to terminate your Subscription to the Platform, each of your Managed Accounts and Intrepid Checking Accounts must first be closed and liquidated pursuant to this Program Agreement and terms of the applicable Supplements. Subject to the closure of each and all Managed Accounts and Intrepid Checking Accounts, as applicable, you may proceed to terminate your Platform subscription utilizing the closure feature within the Application or by contacting customer support.

9.4 Death of Accountholder

You agree that upon the death of an Intrepid User, with regard to any Intrepid Account in which the Intrepid User has an interest, the Intrepid Parties are not required to take action until such documents have been received establishing that the Intrepid User is deceased. Upon the receipt of such documentation, the Intrepid Parties are authorized to transfer any funds held in such accounts to the named beneficiary(ies) upon verification of the beneficiary(ies).

If there is no named beneficiary, as to any open Intrepid Invest Account and/or Intrepid Later Account(s), you agree that the Intrepid Parties may, in their sole discretion, create an account to transfer the funds in your applicable Intrepid Accounts ("Decedent Account"). With respect to such Decedent Account(s), you agree: (a) the Intrepid Parties may obtain paperwork necessary in their sole discretion from the administrator and/or executor of your estate to verify the identity thereof; (b) the Decedent Account(s) will not be accessible via, and/or have limited functionality on, the Application and the Intrepid Website; and (c) no transactions will be permitted in the Decedent Account(s). You further agree (i) the Intrepid Parties are not responsible for determining the tax consequences of any Decedent Account; and (ii) to hold harmless, indemnify, and defend the Intrepid Parties and their affiliates, employees, officers, directors, and agents from any claim, loss,

or liability resulting from any distribution thereafter to the beneficiary(ies), administrator, and/or executor, made as requested or authorized under this Section.

**11. Liability**

**11.1 General Limitation**

Subject to applicable law, you agree that none of the Intrepid Parties or Indemnified Persons, or their respective officers, directors, members, owners, and employees, will be liable under this Program Agreement or any Supplement for their actions or omissions absent their gross negligence, willful misconduct, breach of any fiduciary duty under applicable law, or violation of applicable law.

Subject to applicable law, neither the Intrepid Parties, the Indemnified Persons, nor any of their respective officers, directors, members, owners, and employees will be liable for:

- (i) damages (including losses, lost opportunities, and lost profits) relating to differences between projected or potential performance and actual results;
- (ii) any indirect, incidental, consequential or punitive damages or any damages for lost profits or anticipated benefits, even if they have been advised of the possibility of such damages; or
- (iii) any force majeure or other events beyond the control of the Intrepid Parties, such as, without limitation, any electronic or mechanical equipment failure, unauthorized access, operator errors, governmental restrictions, exchange or market rulings, strikes, pandemics, acts of war or terrorism, severe weather, "acts of God," or other circumstances outside the control of the Intrepid Parties, even if such cause was reasonably foreseeable.

Without limiting any other indemnity provision of this Program Agreement or Supplements, you agree to indemnify and hold harmless the Intrepid Parties and the Indemnified Persons from any loss, damage, or liability arising out of any transaction in which Intrepid Advisers acts directly or indirectly as your investment adviser or an Intrepid Party acts directly or indirectly as your agent, absent any breach of any fiduciary duty under applicable law by Intrepid Advisers or any other Intrepid Party, or willful or grossly negligent conduct by the applicable Intrepid Party or Indemnified Person.

****NEITHER THIS SECTION 11.1 NOR ANYTHING IN THIS PROGRAM AGREEMENT OR ANY SUPPLEMENT LIMITS OR WAIVES:****

- (i) ANY RIGHTS YOU HAVE UNDER APPLICABLE FEDERAL AND STATE LAWS GOVERNING THE PROVISION OF INVESTMENT ADVISORY OR FIDUCIARY SERVICES TO YOU (INCLUDING AS APPLICABLE THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED, AND THE INTERNAL REVENUE CODE, AS AMENDED, APPLICABLE TO RETIREMENT ACCOUNTS);

(ii) ANY OBLIGATION TO ACT IN YOUR BEST INTERESTS WHEN PROVIDING THESE SERVICES TO YOU; OR

(iii) PREVENT YOU FROM SEEKING RECOURSE FROM THE INTREPID PARTIES IN CONNECTION WITH SUCH RIGHTS.

THE INTREPID PARTIES ENCOURAGE YOU TO CONSULT WITH YOUR LEGAL COUNSEL CONCERNING THOSE RIGHTS BEFORE ENTERING INTO THIS PROGRAM AGREEMENT AND ANY TIME YOU HAVE QUESTIONS ABOUT SUCH RIGHTS.

**11.2 Access and Technology Problems**

You acknowledge that access to any service under this Program Agreement and related Supplements that is accessible through the internet may be limited or unavailable from time to time. You agree that none of the Intrepid Parties or Indemnified Persons will be liable for any damages (including losses, lost opportunities, lost profits, and the cost of substitute services) relating to the use of, inability to use, disruptions or interruptions in, the lack of access to, or the operation of, or otherwise arising in connection with any services under this Program Agreement and related Supplements accessible through the internet or cellular service. Without limiting the generality of the preceding sentence, none of the Intrepid Parties or Indemnified Persons will be liable for the transmission of harmful data or code that may impact equipment, files, or data of you or anyone else or for the incompatibility of any equipment you own or use with technology used by Intrepid Parties. You agree that none of the Intrepid Parties or Indemnified Persons make any warranty of any kind, express or implied, regarding the usability or functionality of the Intrepid Website, the Application, or the Portfolio Advice Application or any other hardware, software, or technology used in connection with the Program.

**11.3 Website Content**

The Intrepid Parties may enhance, supplement, modify, or remove content on the Intrepid Website and/or Application at any time for any reason without notice to you but will have no duty to update such content. You acknowledge that there may be inaccuracies or typographical errors in content on the Intrepid Website, the Application, and/or websites linked to either of the Intrepid Website or Application from time to time and agree that the Intrepid Parties specifically disclaim all liability for such inaccuracies or errors. You acknowledge and agree that the content and opinions on third-party websites linked to either of the Intrepid Website or Application are not necessarily monitored, reviewed, investigated, verified, validated, or endorsed by the Intrepid Parties. The Intrepid Parties are not responsible for the accuracy or reliability of any information on the Intrepid Website or Application to the greatest extent permitted by applicable law.

All content, products, and services on the Websites and the Application are provided “as is” without any warranty of any kind, express or implied, including warranties of accuracy, fitness for a specific purpose, security, ownership, title, non-infringement, or merchantability.

**11.4 Independent Contractors**

None of the Intrepid Parties or Indemnified Persons will be liable for the acts or omissions of their vendors or other contractors, including the ACH Operator, the Clearing Broker, the Banks of Record, or any third party participating in a Promotion relating to Earn Rewards or otherwise providing services in connection with your Intrepid User Account. Without limiting the foregoing, the Intrepid Parties do not warrant or guarantee that any or all money, credits, or other property that might be necessary to fund Earn Rewards in a promotion will be received in connection with the Program. Notwithstanding the terms and conditions of any Earn Rewards promotion, you acknowledge and agree that you will have no right to receive any Earn Rewards from the Intrepid Parties, to the extent any third party fails to pay the applicable Intrepid Party in connection with the applicable promotion.

**11.5 Automated Clearing House (ACH) and Other Electronic Funds Transfer Transactions**

You acknowledge that it is your responsibility to provide correct and legitimate payment instructions for your Funding Source to the Intrepid Parties, and the ACH Operator, or any other electronic funds transfer operator used by the Intrepid Parties, when requested in connection with the Program. You agree to be bound by the National Automated Clearing House Association operating rules and any applicable ACH or other Electronic Funds Transfer operating rules. You acknowledge that mismatched, incorrect, or incomplete identifying information regarding your Funding Source or in payment instructions to make a Deposit or Round-Ups® Deposit or pay Subscription Fees may result in an Electronic Funds Transfer being rejected, lost, posted to an incorrect account or returned to the bank that maintains your Funding Source without notice to you. You agree that the applicable Intrepid Party may request, and the ACH Operator or Clearing Broker may make, Electronic Funds Transfer Withdrawals solely by reference to the account number of the recipient. The Intrepid Parties and the ACH Operator will not be obligated by any provision of the Program Agreement or any Supplement to determine whether there is a discrepancy relating to names or account numbers in transfers between any of your Accounts and your Funding Source. You agree to indemnify and hold all Intrepid Parties, and the other Indemnified Persons harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding your Funding Source or in payment instructions for an Electronic Funds Transfer to make a Deposit, Round-Ups® Deposit, or Withdrawal, or pay Subscription Fees. You agree that processing of Electronic Funds Transfers for Deposits, Round-Ups® Deposits, Withdrawals, or Subscription Fees may be delayed for five (5) Business Days for ordinary course

requests, or longer pursuant to the Intrepid Parties' policies, if we suspect there may be unauthorized or fraudulent activity related to the account. If you believe that a transfer has not been properly credited to you, you agree to notify the Intrepid Parties promptly. You agree that money transferred from your Funding Source may not be reflected in a Deposit or Round-Ups® Deposit credited to your Managed Account(s) or available during delays.

****YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING SUFFICIENT FUNDS IN YOUR FUNDING SOURCE TO COVER ALL DEPOSITS AND ROUND-UPS® DEPOSITS. FAILURE TO DO SO MAY RESULT IN OVERDRAFT OR OTHER FEES BY YOUR BANKING INSTITUTION THAT MAINTAINS YOUR FUNDING SOURCE. SUCH FEES ARE NOT COLLECTED OR IMPOSED BY THE INTREPID PARTIES.**** You agree that, notwithstanding anything to the contrary in this Program Agreement or any Supplement, the Intrepid Parties and the Indemnified Persons will not be liable for, and make no representations with respect to, Electronic Funds Transfer processing delays; any act or omission of, including any overdraft or other fee charged by, any financial institution that maintains your Funding Source or Linked Card(s); or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from an Electronic Funds Transfer associated with a Deposit, Round-Ups® Deposit or payment of any Subscription Fee is provisional until the applicable Intrepid Party receives payment. Without limiting any other rights of the Intrepid Parties to delay a Withdrawal or deny a request for a Withdrawal, the Intrepid Parties reserve the right to delay or prevent a Withdrawal of the proceeds of any Deposit or Round-Ups® Deposit pending verification of final payment. If the applicable Intrepid Party does not receive final payment, or if any of your Intrepid Account(s) have been credited by mistake, you authorize Intrepid Advisers to instruct Intrepid Securities to reverse the credit to your affected Intrepid Account(s) or you will otherwise reimburse Intrepid Securities if assets in your affected Intrepid

Account(s) are not sufficient. If a payment funding a Deposit or Round-Ups® Deposit does not become final, the originator (which is you in the case of a Deposit or Round-Ups® Deposit originating in your Funding Source, your employer in the case of an employer contribution to an Intrepid Traditional IRA Custodial Account that is a simplified employee pension plan individual retirement account, and the holder of Earn Rewards in the case of an Intrepid Invest Account receiving Earn Rewards) will not be deemed to have paid you in your applicable Account.

**11.5.1 Recurring Transfers**

You authorize the Intrepid Parties and/or the Banks of Record when acting as Service Providers to make recurring electronic debits and credits to your Funding Source or Intrepid Checking Account as initiated by you for the amounts and frequencies you identify, and, if necessary, to correct erroneous debits and credits. The Service Providers' authorization to initiate debit and credit entries from and to your Funding Source or Intrepid Checking Account will remain in full force and effect until you notify a Service

Provider that you wish to revoke this authorization with respect to a particular Service Provider by emailing support@intrepid.com or making such changes in the Application, if available and the applicable Service Provider has acknowledged such revocation. You must notify the Service Providers at least three (3) Business Days before the scheduled debit date in order to cancel this authorization. If the Service Providers do not receive notice at least three (3) Business Days before the scheduled debit date, the Service Providers may attempt, in their sole discretion, to cancel the debit transaction. However, the Service Providers assume no responsibility for their failure to do so. Please note that withdrawal of your electronic authorization contained in this Section will not apply to ACH or Electronic Funds Transfer transactions taking place before the withdrawal of your authorization becomes effective.

In accordance with this Program Agreement, you represent that the transfers you authorize comply with applicable law. The Service Providers reserve the right to delay or prevent transfers of funds in accordance with applicable laws.

**12.11 Assignment**

You acknowledge that you may not assign your rights or obligations under this Program Agreement or any Supplement without the prior express written consent of the applicable Intrepid Parties. Except as otherwise provided in an applicable Supplement, the Intrepid Parties may assign their rights or obligations, including the right to collect any debit balance or other obligations owing in your Intrepid Accounts or User Account to other present or future affiliated entities without giving notice to you or, if to any unaffiliated entity, upon written notice to you.

**13. Dispute Resolution - Mandatory Arbitration**

This Program Agreement contains an arbitration clause. Mandatory, individual arbitration applies to this Program Agreement and each Supplement and governs each contract, all transactions thereunder, any and all promotions or rewards offered by any of the Intrepid Parties (including by example only and without limitation, the Intrepid Referral Program, Later Match, and Intrepid Earn) and/or any other interactions between the parties that relate to the relationship by and between you and any of the Intrepid Parties, and any of their employees, officers, directors, owners, or members. By affirmatively confirming your consent to this Program Agreement, the Intrepid Parties and you agree as follows:

- Except for individual complaints filed in small claims court consistent with the applicable jurisdictional limits or unless you opt out as described below, the sole and exclusive forum and remedy for resolution of any claims will be final and binding arbitration pursuant to this Section.

- All parties to this Program 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 or otherwise in this Dispute Resolution provision.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least twenty (20) days prior to the first scheduled hearing date.
- The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, will be incorporated into this Program Agreement.

**13.1 Mandatory Arbitration With Respect to Intrepid Securities**

All controversies that may arise between you and Intrepid Securities concerning any subject matter, issue, or circumstance whatsoever (including controversies concerning any applicable Managed Account, Order, or transaction, or the continuation, performance, interpretation, or breach of this Program Agreement, any applicable Supplement, or any other agreement between you and Intrepid Securities or between you and Intrepid Advisers which involves services performed by Intrepid Securities, whether entered into or arising before, on, or after the date this account is opened) will be determined by binding arbitration through FINRA to the extent applicable. 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. For more information, including instructions on how to file an arbitration demand with FINRA, please visit [FINRA Arbitration Information](<https://www.finra.org/arbitration-mediation/learn-about-arbitration>). Any disputes between you and Intrepid Securities that cannot be arbitrated before FINRA will be determined by binding arbitration through the American Arbitration Association (the "AAA") under its rules and procedures and, where appropriate, the then-current Supplementary Procedures for Consumer Related Disputes, as modified by this mandatory arbitration provision. See Section 13.2 below for more information.

**13.2 Mandatory Arbitration With Respect to All Intrepid Parties Other Than Intrepid Securities**

All controversies that may arise between you and any Intrepid Party (or any of the applicable Intrepid Party's officers, directors, employees, members, or owners) concerning any account, order, or transaction, or the continuation, performance, interpretation, or breach of this Program Agreement, any applicable Supplement, any other agreement between you and the applicable Intrepid Party, all transactions thereunder, any and all terms and conditions published by any of the Intrepid Parties, any promotions or rewards offered by any of the Intrepid Parties (including by example only and without limitation, the Intrepid Referral Program, Later Match, and Intrepid Earn), and/or any other communications or interactions between the parties that relate to the relationship by and between you and any of the Intrepid Parties, whether entered into or arising before, on, or after the date your Intrepid User Account is opened, will be determined by binding arbitration through the AAA under its rules and procedures and, where appropriate, the then-current Supplementary Procedures for Consumer Related Disputes, as modified by this mandatory arbitration provision. For more information, including instructions about how to file an arbitration demand with AAA, please visit [AAA Arbitration Information](<https://adr.org/consumer>) or call 800-778-7879.

**13.3 General Terms Applicable to All Mandatory Arbitrations (Under Section 13.1 and 13.2)**

- You and the Intrepid Parties acknowledge that judgment on any arbitration award may be entered in any court of competent jurisdiction.
- This Section 13 survives the end of the relationship between you and the Intrepid Parties, including without limitation cancellation or termination of this Program Agreement, any applicable Supplement, and any opt-out by you of electronic communications.

**Location and Costs of Arbitration**

Unless you and the applicable Intrepid Party agree to conduct arbitration by teleconference, videoconference, or otherwise, any arbitration hearing will take place in Irvine, California. The merits of the dispute shall be resolved in accordance with the laws of the State of Delaware, USA, without reference to its conflict of laws rules, choice of laws rules, or any other principles that would result in the application of a different body of law. Except for a dispute determined by the arbitrator to be frivolous or initiated in bad faith, the applicable Intrepid Party will pay all filing fees and reimburse you for documented expenses up to a total amount of \$2,000 and waives any rights it may have to recover an award of attorneys' fees and expenses against you.

**Claims Against Multiple Entities**

If there is a final judicial determination that applicable law and/or regulatory rules, including FINRA rules with respect to mandatory arbitrations related to Intrepid Securities,

preclude enforcement of this arbitration provision as to a particular claim for relief against a particular entity, then that claim (and only that claim) against that entity (and only that entity) must be severed from the arbitration provision and may be brought in court. Any other claims you have against any other entities that are not precluded from being arbitrated will remain subject to binding arbitration. For avoidance of doubt, this means that you agree to binding arbitration for all claims against all applicable entities to the maximum extent allowable under applicable law, even though you may have to proceed in different forums for the same or similar claims against different entities.

**No Class Actions**

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS. UNLESS CONSENTED TO IN WRITING BY ALL PARTIES TO THE ARBITRATION, NO PARTY TO THE ARBITRATION MAY JOIN, CONSOLIDATE, OR OTHERWISE BRING CLAIMS FOR OR ON BEHALF OF TWO OR MORE INDIVIDUALS OR UNRELATED CORPORATE ENTITIES IN THE SAME ARBITRATION UNLESS THOSE PERSONS ARE PARTIES TO A SINGLE TRANSACTION. Unless consented to in writing by all parties to the arbitration, and except for public injunctive relief awarded under Delaware law, an award in arbitration will determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and will not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any claim of anyone other than a named party; or (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator will have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, will be invalid and unenforceable. Any challenge to the validity of this class waiver section will be determined exclusively by a court and not by the administrator or any arbitrator.

**Arbitration Opt-Out**

If you do not agree to arbitrate disputes as detailed herein, you may opt-out of this arbitration provision for all purposes by sending an arbitration opt-out notice to support@intrepid.com, within thirty (30) days of (i) the date of your

electronic acceptance of the terms of this Program Agreement; or (ii) the date we notify you in writing regarding any material changes to this Section 13. The opt-out notice must clearly state that you are rejecting arbitration, identify this Program Agreement, provide your name and address, and be signed by you. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of its authority to submit the opt-out notice on your behalf.

1.2 Fees in Negligible Portfolio Situations

The Intrepid Parties reserve the right to waive the Advisory Fee and/or the Subscription Fee in its sole discretion. If you have only one Managed Account with a Managed Account Value on your Fee Date of less than \$1, the Intrepid Parties reserve the right, in their sole discretion, to waive any amount of the Subscription Fee due in excess of the Managed Account Value, to close the applicable Managed Account and your Intrepid User Account, and to collect the remaining balance in partial payment of any fees owed to any Intrepid Party to the greatest extent permitted by applicable law. For Intrepid Later Accounts, the Intrepid Parties reserve the right to request that the IRA Custodian and Administrator close any such Later Account. Potential tax-related consequences of closing your account without a rollover are described in the following: for Intrepid Traditional IRA Custodial Accounts, the Intrepid Traditional IRA Custodial Account Supplement and the IRA Disclosure; and, for Intrepid Roth IRA Custodial Accounts, the Intrepid Roth IRA Custodial Account Supplement and the IRA Disclosure.

1.3 Incompatibility of Fee Structure with Infrequent Small Investments

You acknowledge that the Intrepid Parties designed the Program with frequent investing and/or using the full suite of products and services available in the Platform in mind and that the fee structure might not be economical or appropriate for individuals looking to make few or infrequent small-dollar investments. You acknowledge that the Subscription Fee may exceed the aggregate costs of separately purchasing the individual services that comprise the Advisory Services, Covered Brokerage Services, and, if applicable, services the IRA Custodian and Administrator provides as custodian and administrator of Intrepid Later Accounts.

1.4 ETF Expenses

You acknowledge that the ETFs that Intrepid Advisers recommends and that comprise the Portfolios charge their own fees and/or expenses. The deduction of the fees and expenses of the ETFs from the ETFs' average net assets, as well as the ETFs' brokerage fees and other costs and charges, are reflected in the price of the ETF Shares and are not separately deducted from your Managed Account(s). The fees and expenses charged by the ETFs are separate and distinct from our Subscription Fee. You acknowledge that you have access to information about the fees charged and costs incurred by the ETFs in the prospectuses delivered on Intrepid Advisers' behalf by its service provider via email.

1.5 Termination of Subscription and Managed Accounts

You or the applicable Intrepid Party may close any or all of your Managed Accounts and terminate your Subscription, this Program Agreement, and any Supplement at any time for any reason. You may close any or all of your Managed Accounts and terminate this Program Agreement or any Supplement by completing all steps of the account closure process within the Application or on the Intrepid Website, or by sending an email request via support@Intrepid.com or by mailing a signed written request. When you, Intrepid Advisers, and/or Intrepid Securities close any or all of your Managed Accounts, the following shall apply:

- If you terminate any Supplement with respect to any Managed Account, you will be deemed to simultaneously terminate all of the Supplements with respect to that Managed Account;
- Intrepid Securities will, before closing any Managed Account, settle any purchases or sales pending when Intrepid Advisers initiates or receives a request to close the applicable Managed Account;
- Intrepid Advisers will notify the IRA Custodian and Administrator regarding any instructions to close an Intrepid Later Account;
- You, not any Intrepid Party or any of its affiliates or agents, will be responsible for providing any instructions or other information required or requested by the IRA Custodian and Administrator in connection with the closing of any Intrepid Later Account;
- The IRA Custodian and Administrator may, in accordance with the Intrepid Traditional IRA Custodial Account Supplement or the Intrepid Roth IRA Custodial Account Supplement, whichever applies, charge a fee to conduct a "rollover" of an IRA account held by another trustee or custodian into your Intrepid Later Account; and
- The Intrepid Parties, by and through Intrepid Advisers and/or Intrepid Securities, may, before closing any Managed Account, deduct any unpaid Subscription Fees owed for the month during which the Intrepid Parties received your closure instruction and any other fees owed for specially requested services or irregular occurrences, including, but not limited to, paper delivery of documents, transfer of ETF Shares or Stock, or physical delivery of ETF Shares or Stock.

If you request to close any Intrepid Invest Account or Intrepid Early Account, Intrepid Advisers will initiate a sale, instructing Intrepid Securities to sell all ETF Shares in your Intrepid Base Portfolio, or Intrepid Early Account, or Stock in your Intrepid Custom Portfolio, as applicable, and to send the proceeds, less any portion of the Subscription Fee and other fees due, to your Funding Source. Notwithstanding the foregoing, if you explicitly request when you close your Intrepid Invest Account or your Intrepid Early Account that ETF Shares or Stock be transferred to another Broker Dealer, Intrepid Advisers will instruct Intrepid Securities to transfer, in accordance with your instructions, the ETF Shares (and/or Stock, as applicable) remaining after each of the following are paid for with the proceeds of a sale: any Withdrawals pending when the termination notice was received or sent by Intrepid Advisers, any portion of the Subscription Fees due, the

fees charged for processing the in-kind transfer to another Broker Dealer, and any other fees due. If you request to close any Intrepid Later Account that you participate in, the closing transactions will be processed in accordance with the Later Supplements.

1.6 Investment Risks

You acknowledge that:

- The services provided under this Supplement, including any Suggested Portfolio, are highly reliant on the accuracy of information you provide to the Intrepid Parties. If you provide inaccurate information or fail to update your information so that it is accurate, including without limitation in your Investor Profile Questionnaire and Client Information, it could materially impact the quality and applicability of advice you receive through the Program. You agree to update all such information you provide to the Intrepid Parties when events occur that would make any information provided inaccurate.
- Any Suggested Portfolio methodology focuses on your investment time horizon and risk tolerance. There are many other components of information that are not currently considered by Intrepid Advisers in making recommendations. If you believe that there is additional information relating to your investment objectives and financial circumstances that should be considered to inform investment advice the Program provides, this may not be the appropriate Program for you.
- The ETF Shares and/or Stock in your Managed Account(s) may increase or decrease in value.
- Money invested in your Managed Account(s) is subject to market risk and the loss of up to the amount invested.
- Past performance, including model back-tested performance of any Suggested Portfolio, any Selected Portfolio, the Model Portfolios, or any other portfolios used in the future, does not guarantee future results.
- Investment performance of any kind can never be guaranteed. No Intrepid Party represents or warrants the present or future level of risk or volatility in, or the future performance of, the Suggested Portfolio, your Selected Portfolio, other Model Portfolios, or your Managed Account(s).
- Performance of the Suggested Portfolio, your Selected Portfolio, other Model Portfolios, or your Managed Account(s) may differ materially from investment gains and avoidance of investment losses projected, described, or otherwise referenced in forward-looking statements.
- All Intrepid Early Accounts participate in the Aggressive Portfolio.
- By participating in the Program, you may lose opportunities to make other investments and to realize gains from such other investments.
- Data provided by any Intrepid Party or third-party service provider may not be free from error or inaccuracies.

- Investments in Managed Accounts are not guaranteed by the FDIC, any bank, or any government.

1.7 Intrepid Early Beneficiary Information

You acknowledge and agree that, with respect to each Intrepid Early Account, the law of the applicable custodian's state of residence will govern the determination of the minimum and maximum age with respect to the age of transfer. The age of transfer varies by state, although most states set the maximum age for transfer at either 18 or 21, and certain states permit a custodian to elect to extend custodianship to age 25. You agree and acknowledge that you are responsible under the UGMA/UTMA for determining the proper age of transfer and that the Intrepid Parties are not responsible for doing so. Once the age of transfer is selected, it cannot be modified. Questions about transfer age must be directed to a legal or tax advisor.

1.8 Intrepid Checking

1.8.1 Termination of Intrepid Checking Accounts

If you choose to close any Intrepid Checking Account, you can do so by completing all steps of the account closure process within the Application or on the Intrepid Website. If any of your Intrepid Checking Accounts remains at a zero balance for more than three hundred sixty-five (365) consecutive days, Intrepid Pay and/or the Bank of Record may close such account(s). If any of your Intrepid Checking Accounts has a negative balance for forty-five (45) consecutive days, and Intrepid Pay is unable to bring your account to a zero balance under the Netting provisions in the Checking Account Supplement (Supplement F), Intrepid Pay and/or the Bank of Record may close such account(s). For accounts closed with a negative balance, the Intrepid Parties and the relevant Bank of Record reserve all rights under law and equity to take actions to cause you to reimburse us for the losses incurred on your account. Intrepid Pay and the Bank of Record reserve the right to close any of your Intrepid Checking Accounts and Managed Accounts if we suspect unauthorized or fraudulent activity has occurred or your accounts are otherwise in poor standing. For additional information on Intrepid Checking Accounts, see the Checking Account Supplement (Supplement F).

1.8.2 Smart Deposit (sometimes referred to as "Paycheck Split")

You authorize the Service Providers to make electronic debits and credits to your Intrepid Checking Account(s) and Managed Account(s) as initiated by you for the amounts and

frequencies you identify in the Smart Deposit feature, and, if necessary, to correct erroneous debits and credits. The Service Providers' authorization to initiate debit and credit entries to your Intrepid Checking Account(s) and Managed Account(s) will remain in full force and effect until you notify the Service Providers that you wish to revoke this authorization by making such changes in the Application. You must notify the Service Providers prior to the scheduled investment date, which is eighteen (18) hours after your direct deposit paycheck is recognized by Intrepid, in order to cancel this authorization. If the Service Providers do not receive notice before the scheduled investment date, the Service Providers may attempt, in their sole discretion, to cancel the debit transaction. However, the Service Providers assume no responsibility for their failure to do so. Please note that withdrawal of your electronic authorization contained in this Section will not apply to Electronic Funds Transfer transactions performed before the withdrawal of your authorization becomes effective.

In accordance with this Program Agreement, you represent that the transfers you authorize comply with applicable law. The Service Providers reserve the right to delay or prevent transfers of funds in the event of suspected unauthorized or fraudulent account activity and in accordance with applicable laws.

1.8.3 Termination of Smart Deposit

You acknowledge that your use of Smart Deposit is voluntary and may be terminated or changed in the Application at any time. Once a direct deposit paycheck has been detected by the Intrepid Parties as pending, you have eighteen (18) hours to change your Smart Deposit allocation amounts or turn off the feature. To change or terminate your Smart Deposit, visit the Application, navigate to the "Spend" home screen and select "Direct Deposit." When you are finished making changes and select "Confirm" those changes will be recorded and impact all pending and future direct deposits from that particular employer.

Supplement A - Investment Advisory Agreement Supplement

This Investment Advisory Agreement Supplement ("Supplement") is part of this Program Agreement. Unless otherwise defined in this Supplement, defined terms have the same meaning as in this Program Agreement. In the event that any provision in this Supplement conflicts or is inconsistent with any provision of this Program Agreement, the provisions of this Supplement will control for matters or services related to this Supplement.

It seems that there was a cutoff in the response, which caused some sections of the text to be omitted. Let me help you by providing the full section again, including the necessary

details. If there are specific sections you'd like to ensure are included, feel free to highlight them. Here's a fresh attempt to incorporate the full text:

A2. Real Time Round-Ups® and Withdrawals

A2.1 Real Time Round-Ups® Deposits

Each time, subject to the Product Terms and Conditions Supplement and the Program Agreement, that you make a purchase using your Intrepid Debit Card and generate a Real Time Round-Up®, you will cause the Application to initiate a Real Time Round-Ups® Deposit. You agree that, by using your Intrepid Debit Card in a way that generates a Real Time Round-Up®, you authorize the ACH Operator to request that the financial institution that maintains the applicable Intrepid Checking Account transfer the amount of the sum of Pending Round-Ups® investments from your applicable Intrepid Checking Account to Intrepid Securities for investment in the Program. You further agree that, by using your Intrepid Debit Card in a way that causes a Real Time Round-Up®, you authorize Intrepid Advisers to place Orders with Intrepid Securities on your behalf for purchases of the ETFs and/or Stocks that compose your Selected Portfolio in amounts calculated by the Portfolio Advice Application such that the resulting holdings in your Intrepid Invest Account after settlement of such purchases will approximate your Selected Portfolio. Intrepid Advisers will undertake good-faith efforts and generally expects to generate and place the Orders for such purchases on the Business Day after Intrepid Securities credits each applicable Real Time Round-Ups® Deposit to your Intrepid Invest Account, but you acknowledge and agree that such Orders may be placed any time within five (5) Business Days after the day Intrepid Securities credits the applicable Real Time Round-Ups® Deposit to your Intrepid Invest Account.

A2.2 Withdrawals and Related Sales

You may, subject to the Product Terms and Conditions Supplement and the Program Agreement, withdraw money from your investments in the Program by initiating a Withdrawal request through the Application at any time. You acknowledge and agree that, notwithstanding anything in the Supplements to the contrary, you will not be able to request Withdrawals, or to request sales relating to fund Withdrawals, unless and until you connect your Funding Source to your Managed Account(s) using the Application in accordance with Section A2.4 below of this Investment Advisory Agreement Supplement. You agree that, by requesting a Withdrawal, you authorize Intrepid Advisers to place an order with Intrepid Securities on your behalf for sales of ETF Shares and/or Stocks in your Managed Account(s) in amounts calculated by the Portfolio Advice Application such that the resulting holdings in your applicable Managed Account after settlement of such sales will approximate your Selected Portfolio. Intrepid Advisers will undertake good-faith efforts to generate and place the Orders for such sales on the Business Day after you

request a Withdrawal, but you acknowledge and agree that such Orders may be placed any time within five (5) Business Days after you request a Withdrawal, unless the Intrepid Parties require additional time to verify the request is authorized, not fraudulent, and/or otherwise legitimate in their sole discretion. Intrepid Advisers will send any Withdrawal request you initiate through the Application to the ACH Operator. You agree that, by requesting a Withdrawal, you authorize the ACH Operator to request that Intrepid Securities transfer the proceeds of the applicable sales in the amount you request (or less if the money remaining in your applicable Managed Account after deduction of any Subscription Fee or other fee due is less) to your Funding Source. You acknowledge and agree that Intrepid Securities will not initiate a transfer of money for a Withdrawal until the Business Day after the last applicable sale to settle for such Withdrawal has settled and that it may take up to five (5) Business Days after Intrepid Securities initiates a transfer of money for the proceeds of a Withdrawal to arrive in your Funding Source.

A2.3 Reward Share Purchases

Subject to Section 10 of the Program Agreement, you agree that your choice of a Selected Portfolio, as modified by you in accordance with this Investment Advisory Agreement Supplement from time to time, will serve as standing instructions for Intrepid Advisers to place Orders with Intrepid Securities on your behalf for purchases of Reward Shares or other promotional rewards that the applicable Intrepid Party agrees in writing to give you in connection with the Program, if any, in amounts that are (i) consistent with the value of Reward Shares or promotional rewards the applicable Intrepid Party agrees to pay under the terms of the applicable terms of the gift of Reward Shares in the Program or other applicable promotion; and (ii) calculated by the Portfolio Advice Application such that the resulting holdings in your Intrepid Invest Account after settlement of such purchases will approximate your Selected Portfolio.

A2.4 Funding Source Connection

You acknowledge and agree that if you do not have an Intrepid Mighty Oak Checking Account, you must use the Application to connect your Invest Account to your Funding Source in order to participate in the Program. You are required to connect your Invest Account to your Funding Source by entering into the Application true, accurate, current, and complete information about your Funding Source, including the American Bankers Association routing number and account number for your Funding Source. You acknowledge that the information you enter into the Application about your Funding Source is Client Information subject to the representations, warranties, and indemnification provisions of Section 6 of this Program Agreement. You acknowledge that your Invest Account will not be connected to your Funding Source unless and until you receive a confirmation through the Application indicating that you have successfully connected your Invest Account and Funding Source. You agree that, unless and until you successfully connect your Invest Account and Funding Source, you will have no right under the Supplements to make related Withdrawals or related sales. You further agree that, if

your Funding Source is closed, restricted, and/or lacks sufficient funds after you connect it to your Invest Account, you will have no right under the Supplements to make Deposits or Withdrawals unless and until (i) your Funding Source is reopened, unrestricted, and/or sufficiently funded; or (ii) you successfully connect a different, verified Funding Source to your Invest Account. You acknowledge and agree that Intrepid Advisers may in its sole discretion close your Invest Account if your Funding Source fails to be reopened or you fail to connect successfully to a different Funding Source such that Intrepid Advisers is unable to collect any fees due.

**A2.5 Trusted Contact**

You will be asked whether you want to add a Trusted Contact to your Managed Account(s). A Trusted Contact is someone who is 18 years or older, who you authorize Intrepid Securities and/or its agents to contact in Intrepid Securities' sole discretion to disclose information about your Managed Account(s) to address possible financial exploitation; to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney; or as otherwise permitted by applicable law. By adding a Trusted Contact to one or more of your Managed Account(s), you expressly consent and authorize Intrepid Securities and/or its Agents to contact the named Trusted Contact for such purposes. You are not required to have a Trusted Contact to open or to maintain any Managed Account(s).

**A3. Limited Trading Authority to Modify and Track Managed Accounts**

Generally, you will direct and are responsible for the direction of your investments through the Program by (i) carefully reviewing the information about investing and the Model Portfolios available on the Intrepid Website and through the Application; (ii) carefully considering the recommendations that Intrepid Advisers generates for you through the Portfolio Advisory Application of the Suggested Portfolio; (iii) choosing your Selected Portfolio; and (iv) deciding whether to exclude an ETF from your Selected Portfolio. Moreover, it is your responsibility to conduct and monitor the inflows and outflows to and from your Managed Accounts by using the Application to initiate Deposits at Will, Round-Ups[®] Deposits, Real Time Round-Ups[®] Deposits, and/or Withdrawals. However, the Intrepid Parties will have discretion over assets in your Managed Account(s) to the limited extent that the applicable Intrepid Party has the authority under the Program:

- to determine and modify from time to time which ETFs compose each of the Model Portfolios, including your Suggested Portfolio and Selected Portfolio;
- to determine when, how often, and in what amounts to conduct Rebalancing in your Managed Accounts;
- to determine the timing of purchases in relation to Deposits;
- to determine the timing of sales and Withdrawals in relation to requests for Withdrawals; and

- to take all such other action authorized herein and in the Program Agreement.

c. Custodian's Powers — We will have the power or duty:

i. to hold any securities or other property in the Roth IRA in the name of the custodian or its nominee, or in another form as we may deem best, with or without disclosing the custodial relationship;

ii. to retain any funds or property subject to any dispute without liability for the payment of interest and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication;

iii. to charge against and pay from the Roth IRA all taxes of any nature levied, assessed, or imposed on the Roth IRA, and to pay all reasonable expenses and attorney fees which may be necessarily incurred by us with respect to the Roth IRA;

iv. to file any tax or information return required of us, and to pay any tax, interest, or penalty associated with any such tax return;

v. to act pursuant to written blanket settlement authorization given by you on transactions executed by your designated agent. We are authorized to honor all trade confirmations received from such agent;

vi. to furnish or cause to be furnished to you an annual calendar year report concerning the status of the Roth IRA, including a statement of the assets of the Roth IRA held at the end of the calendar year;

vii. to begin, maintain or defend any litigation necessary in connection with the administration of the Roth IRA, except that we will not be obliged or required to do so unless indemnified to our satisfaction, including, without limitation, payment of such expenses out of Roth IRA assets; and

viii. to charge you separately a fee of up to \$25 to manually process an incoming transfer or rollover transaction, and deduct the amount of such fee from the assets in the Roth IRA at our discretion. We are also entitled to be reimbursed for any taxes and other expenses we assume or incur on behalf of your account. Our right to compensation and reimbursement from the account will constitute a first prior lien against your account. We have the right to change our fee on thirty (30) days' notice to you. We are authorized to liquidate assets of the Roth IRA for any unpaid fee balance and can, at our discretion, require you to retain uninvested cash in the Roth IRA in an amount not less than one year's annual fees and termination fees and not more than \$1,000. The choice of the selling broker and assets to be sold will be at our sole discretion. Should fees or expenses not be collected, we will have the option to cease performing any functions, including, but not limited to, processing investment transactions until such time as all fees and expenses charged against the account are fully paid.

The IRA Custodian and Administrator may receive compensation from a depository bank for necessary administrative services as part of the establishment of and maintenance of the custodial cash account including, but not limited to, sub-accounting services, depository institution selection, record-keeping, and transaction processing. This compensation may be paid separately by the depository institution or deducted from the interest earned on the account. However, you will receive a rate of interest that will be set by the IRA Custodian and Administrator's board of directors at least annually consistent with rates being offered by one or more depository institutions for similar accounts. The IRA Custodian and Administrator, at its discretion, may place deposits with one or more depository banks. All of these depository bank accounts will be FDIC insured up to the maximum allowed under applicable law.

In addition, the IRA Custodian and Administrator may receive commissions, 12(b)1 fees, sub-transfer agent fees, marketing fees, and other types of compensation from various entities relating to investments held in the Roth IRA.

d. Publicly-Traded Securities — If publicly-traded securities are to be included in the specified investments, orders will be executed through a securities broker/dealer registered under the Exchange Act designated by ****Intrepid Securities****. Any brokerage account maintained in connection herewith will be in our name as the custodian of your account. We will be authorized to honor transactions within the brokerage account without obligation to verify prior authorization of same by you. Any cash received by the brokerage account, whether as income or proceeds of transactions, may be held by the brokerage account pending directions, and we will have no obligation to direct the broker to remit such cash until directed to do so by you, but may receive remittances without direction if the same are made by the broker. Investments outside the brokerage account will be made in accordance with the other provisions of this Article.

e. Investment directions may be given by ****Intrepid Advisers**** directly to your designated broker (in such manner as the broker may require), and the broker will be responsible for the execution of such orders.

f. Delegation of Investment Responsibility — You have delegated investment responsibility for the Roth IRA to ****Intrepid Advisers****. ****Intrepid Advisers**** will be your authorized agent, and not ours. We will construe any and all investment directions given by ****Intrepid Advisers****, whether written or oral, as having been authorized by you. We will follow the proper written direction of ****Intrepid Advisers****, and we will be under no duty to review or question, nor will we be responsible for, any of that party's directions, actions, or failures to act. ****Intrepid Advisers****' instructions to us will be deemed to be instructions by you for all purposes of this Article IX.

g. Broker — ****Intrepid Advisers**** as an authorized agent has been delegated authority to appoint ****Intrepid Securities**** as Broker. ****Intrepid Advisers**** has the sole

responsibility for determining whether the Broker is qualified to act in that capacity. We will assume that the Broker appointed is at all times qualified to act. We will further assume that the Broker possesses the authority to act in that capacity until such time as another Broker has been appointed.

The Broker will be responsible for the execution of securities orders. The Broker may require that you sign an agreement which sets forth, among other things, its responsibilities and your responsibilities regarding securities transactions for the Roth IRA.

h. Authorization — On a form or in a format acceptable to us, you may authorize us to accept written, verbal, fax, email, and other means of communication for investment directions from you or your designated representative. You agree that we are not responsible for verifying the propriety of any investment direction and that we are not responsible for unauthorized trades in your account that may be affected under this Section.

i. Valuation of Assets — We will value assets of the account on a periodic basis utilizing various outside sources. However, we do not guarantee the accuracy of such prices obtained from quotation services, independent appraisal services, investment sponsors, or parties related thereto, or other outside sources. Values for brokerage accounts will be equal to the total equity value of the account and will reflect only those assets that are priced by the brokerage firm. Individual assets held within your brokerage account may not be listed individually on our statements. Such information can be obtained directly from your brokerage statement.

We will have no duty or responsibility to value illiquid assets such as promissory notes, real estate, privately held stocks, etc. These assets will be valued at cost (original purchase price) unless you provide us with documentation, in a form and from a source acceptable to us, which provides an alternative value. With respect to limited partnerships and limited liability companies, we may solicit a value directly from the investment sponsor or other outside source. If the investment sponsor is unwilling or unable to provide a fair market value, then we may list the value of the asset at its original cost or as “not available.”

Assets which have no readily determinable market value, are bankrupt, or for which no original cost or value is otherwise available may have their value reflected as “not available” on our statements. Should we be required to provide such information for illiquid assets, we may obtain suitable and independent advisors. The costs of the independent valuation will be at the expense of the Roth IRA.

j. Unrelated Business Taxable Income — Certain investments may generate taxable income within the Roth IRA account. This is referred to as Unrelated Business Taxable Income (UBTI). Such income must be considered in conjunction with all such income from all the Roth IRA accounts and may be taxable to your account(s) to the extent that all UBTI

for a given taxable year exceeds the threshold amount set by the IRS (currently \$1,000). In such instances, the IRS requires that a Form 990-T be filed for the Roth IRA account along with the appropriate amount of tax. We do not monitor the amount of UBTI in the Roth IRA account with us and do not prepare Form 990-T. Therefore, you must monitor UBTI for this and any other Roth IRA account which you may hold and prepare, or have prepared, the proper 990-T tax form and forward it to us for filing, along with authorization to pay any tax due from the Roth IRA account.

k. Life Insurance and Collectible — You may not direct the purchase of a life insurance contract or a “collectible” as defined in Code Section 4011(m).