

## MASTER RELIANCE AGREEMENT

This Master Reliance Agreement (the “**Reliance Agreement**”) supplements the SRS Acquiom Workspaces Terms of Use (available at [ws.acquiom.com/terms](https://ws.acquiom.com/terms), as updated from time to time) and, if applicable, the associated Order Form (together, the “**Terms of Use**”). This Reliance Agreement is an agreement between Acquiom Financial LLC, a Colorado limited liability (“**Acquiom**”), and the investment bank entity defined as the “Customer” or “End User”, as applicable, in the Terms of Use (the “**Bank**”). This Reliance Agreement applies to the extent that Bank elects to rely upon the Acquiom AML Program (defined below) with respect to Shared Customers (defined below). This Reliance Agreement shall commence on the date that the Terms of Use are deemed agreed to by Bank.

**1. Acquiom AML Program.** Acquiom is subject to a rule implementing 31 U.S.C. 5318(h) and is regulated by a United States federal functional regulator. Acquiom is required to establish an anti-money laundering compliance program as specified by 31 U.S.C. 5318(h) and 31 CFR 1023.200 and is regulated by the Securities and Exchange Commission and Financial Industry Regulatory Authority because it is a registered broker-dealer. Acquiom has established and maintains a written anti-money laundering compliance program (“**AML Program**”) reasonably designed to achieve compliance with the Bank Secrecy Act (31 U.S.C. 5311, et seq.), as amended by the USA PATRIOT Act of 2001, and the regulations promulgated thereunder (the “**Act**”), including rules and regulations relating to Customer Identification Programs (“**CIP**”) under the Act and 31 CFR 1023.220, and sanctions regulations administered by the Treasury Department’s Office of Foreign Assets Control and the U.S. Department of State. Among other things, the AML Program provides for: (i) AML Program written policies and procedures; (ii) designation of an AML Program compliance officer of sufficient seniority who has responsibility for oversight of Acquiom’s compliance with relevant legislation, regulations, rules and industry guidance; (iii) procedures for reporting suspicious activity to government authorities in accordance with the Act; (iv) procedures for screening of customers against applicable financial sanctions and embargo programs; (v) a risk-based program for customer due diligence, identification, verification and know your customer procedures; (vi) ongoing anti-money laundering training for Acquiom associated personnel; and (vii) procedures for independent testing of the AML Program.

**2. Bank Reliance.** If the Bank is an investment bank Customer or investment bank End User (each as

defined in the Terms of Use), and a client or prospective client of the Bank is a Customer and/or End User (each as defined in the Terms of Use) (the “**Shared Customer**”), Acquiom will, if requested by the Bank, conduct the necessary elements of the CIP on the Shared Customer in accordance with Acquiom’s AML Program. Acquiom acknowledges that Bank and/or Bank’s affiliates, under 31 CFR 1023.220(a)(6), will rely on Acquiom’s AML Program and the performance by Acquiom of the necessary elements of the CIP with respect to the Shared Customer. Annually, Acquiom will provide to the Bank a certification in the form of Exhibit A, and if requested by the Bank, the results of Acquiom’s annual AML Program independent testing. From time to time upon reasonable notice, Bank shall have the right to conduct a review of Acquiom’s CIP procedures and Acquiom will reasonably cooperate with the Bank to answer any inquiries that the Bank, or any regulatory authority having supervisory jurisdiction over the Bank, may have in connection with such review. Based on the Shared Customer’s consent to the applicable Terms of Use that are for the benefit of Acquiom in connection with the collection of CIP information, if specifically requested by the Bank, Acquiom will provide copies of CIP related documentation pertaining to the Shared Customer (“**CIP Documentation**”) to the Bank. Any information provided to the Bank in connection with the foregoing reviews or requests will, except as expressly permitted hereunder, be subject to the Confidentiality Covenants in the Terms of Use and, (i) with respect to any personal information, personally identifiable information or personal data (as such terms are defined under applicable laws) (“**Personal Data**”) contained in certain CIP Documentation, solely to the extent the transfer of such information to Bank is subject to applicable European Union, United Kingdom, Swiss or other data protection laws which require the parties to execute standard contractual clauses, the parties hereto agree to the terms and conditions set forth in Exhibit B with respect to any such transfer, and (ii) with respect to any due diligence reports on a Shared Customer that are created as part of Acquiom’s AML Program and included in the CIP Documentation provided to Bank, the parties hereto agree to the terms and conditions set forth in Exhibit C.

### ACQUIOM FINANCIAL LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### Annual Certification

Capitalized terms used but not defined herein shall have the meaning set forth in the Reliance Agreement.

The undersigned does hereby certify as follows:

1. That he is the Chief Compliance Officer of Acquiom Financial LLC, a Colorado limited liability company (“**Acquiom**”), and is duly authorized to execute this Annual Certification on behalf of Acquiom.
2. Acquiom is required to establish an anti-money laundering compliance program as specified by 31 U.S.C. 5318(h) and 31 CFR 1023.200 and is regulated by the Securities and Exchange Commission and Financial Industry Regulatory Authority.
3. Acquiom has implemented its AML Program in accordance with the Act and 31 CFR 1023.200.
4. Acquiom will perform (or its agents will perform) the specified requirements of the CIP under the Act and 31 CFR 1023.220 with respect to Shared Customers.

The undersigned has duly executed this Annual Certification as of the 1<sup>st</sup> day of January 2023.

\_\_\_\_\_  
Name: Sean K. Arend  
Title: Chief Compliance Officer

## Exhibit B

### Data Protection Exhibit

This Data Protection Exhibit (to the extent to which it applies) (the “**DPE**”) forms part of the Reliance Agreement (the “**Agreement**”) between Acquiom and Bank to which this DPE is exhibited. Unless defined herein, capitalized terms used in this DPE will have the meaning given to them in the Agreement.

This DPE applies solely to any transfers of Personal Data contained in CIP Documentation (“**CIP Personal Data**”) by Acquiom to Bank when such transfer is subject to the EU General Data Protection Regulation 2016/679 (the “**GDPR**”), the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “**UK GDPR**”), the Swiss Federal Act on Data Protection (the “**Swiss FADP**”), or other applicable data protection laws which require the parties to execute standard contractual clauses, and such transfer is not subject to an alternative adequate transfer mechanism under applicable data protection laws or otherwise exempt from cross-border transfer restrictions.

In furtherance of the foregoing, as it relates to CIP Personal Data, each of Bank and Acquiom agrees that:

- a. Each such party shall be an independent data Controller (within the meaning of applicable data protection laws).
- b. It shall comply with any obligations it may have under applicable data protection laws in its Processing (within the meaning of applicable data protection laws).
- c. Module One (Transfer controller to controller) of the standard contractual clauses approved by the European Commission’s implementing decision (C(2021)3972) of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/678 or the European Parliament and of the Council (available at: [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en)), as supplemented or modified hereby (the “**SCCs**”) shall apply to and govern the transfer of CIP Personal Data between Acquiom (as “data exporter”) and Bank (as “data importer”) and are hereby incorporated herein by reference. The entering into of the DPE shall constitute execution of the SCCs as of the date of entering into the Agreement and the SCCs shall automatically terminate once the CIP Personal Data transfer governed thereby becomes lawful under applicable data protection laws in the absence of such SCCs on any other basis.
- d. The following selections in Sections I-IV of the SCCs: (1) the optional language in Clauses 7 and 11(a) shall not apply; and (2) the governing law and courts pursuant to Clauses 17 and 18(b) shall be those of the Republic of Ireland.
- e. Annexes: Annex I.A and I.B shall be completed using the information from the Agreement and associated Order Form. Annex I.C shall be determined in accordance with Clause 13 of the SCCs. Annex II shall read: Bank will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of CIP Personal Data, as described in the security documentation made reasonably available by Bank.
- f. If such transfer of CIP Personal Data is subject to the Swiss FADP, (1) references to the GDPR in the SCCs are amended to refer to the Swiss FADP or its successor instead; (2) the term “member state” as used in the SCCs shall not be interpreted in such a way as to exclude data subjects in Switzerland from suing for their rights in their place of habitual residence in accordance with Clause 18(c) of the SCCs; (3) the SCCs shall also protect the data of legal entities until the entry into force of the revised Swiss FADP on or about 1 January 2023; and (4) the concept of Supervisory Authority shall mean the Swiss Federal Data Protection and Information Commissioner.
- g. If such transfer of CIP Personal Data is subject to the UK GDPR, (1) the template addendum issued by the Information Commissioner’s Office of the United Kingdom (the “**ICOUK**”) (available at: <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>), as it may be revised from time to time by the ICOUK (the “**UK Addendum**”) shall be incorporated by reference herein and shall apply to and modify the SCCs; (2) the information required to be set forth in Part 1 thereof shall be completed using the information in the Agreement and the DPE; and (3) either party may end the UK Addendum in accordance with section 19 thereof.

## EXHIBIT C

### **Third Party Disclosure Agreement for Receipt of Due Diligence Reports** **("Third Party Disclosure Agreement")**

This Third Party Disclosure Agreement for Receipt of Due Diligence Reports (to the extent to which it applies) (the "**Third Party Disclosure Agreement**") forms part of the Reliance Agreement (the "**Agreement**") between Acquiom and Bank to which this Third Party Disclosure Agreement is exhibited. Unless defined herein, capitalized terms used in this Third Party Disclosure Agreement will have the meaning given to them in the Agreement.

WHEREAS, Exiger Canada, Inc. ("**Exiger**") has been instructed by Acquiom to disclose the due diligence reports Exiger prepared for Acquiom (which may include supporting documents) (collectively, the "**Reports**") regarding shared customers of Acquiom and Bank (the ("**Recipient**", "**you**", "**your**") to Recipient.

NOW, as a condition to the receipt by you of the Reports or any part of the Reports, you acknowledge and confirm your access to such Report is subject to the following terms and conditions:

1. You agree that you are not relying on Exiger for business, investment, accounting or legal advice and you will not make any claim that you have done so. You understand that you will be responsible for conducting your own due diligence investigation with respect to the Reports. You agree that you will not use any Report as a factor in (i) establishing an individual's eligibility for personal credit or insurance or assessing risks associated with existing consumer credit obligations, (ii) evaluating an individual for employment, promotion, reassignment or retention, or (iii) any other personal business transaction with another individual. As you are receiving the Reports as a third party, you also agree to release and hold harmless Exiger and Acquiom and their respective affiliates and their respective directors, officers, agents and employees from any claims, damages and liabilities (including reasonable attorney's fees and disbursements) arising out of your receipt of the Reports and/or your breach of the terms of this Third Party Disclosure Agreement.
2. You agree not to quote, disclose or distribute the Reports or any of the information contained in any of them, except as required by a regulatory authority having jurisdiction over Recipient. Exiger and Acquiom continue to reserve the right to limit the distribution or reproduction of any future materials related to the engagement to any other third party without prior written authorization or consent. Exiger and Acquiom will not assume any liability in connection with your use of the information, including disclosure to other third parties in breach of the terms of this Third Party Disclosure Agreement or otherwise.
3. **Recipient agrees that Exiger is a third party beneficiary of the terms contained in this Third Party Disclosure Agreement.**
4. The terms in this Third Party Disclosure Agreement constitute the entire understanding and agreement between Exiger, Acquiom and Recipient regarding the Reports. If any provision or term in this Third Party Disclosure Agreement is determined to be unenforceable, the remainder of the terms in this Third Party Disclosure Agreement shall be enforced to the extent permitted by law. The terms in this Third Party Disclosure Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law principles, provisions or rules relating to conflicts of laws that would require the laws of another jurisdiction to apply.