

INVESTMENT ADVISORY CLIENT AGREEMENT

This Investment Advisory Client Agreement is effective as of the Effective Date unless otherwise noted herein. The Effective Date is the date the agreement is agreed to electronically. Clients are required to check a box on the Client's mobile application that acknowledges that Client has read, understood and accepted this Agreement prior to completing the onboarding process.

This Investment Advisory Client Agreement (the "Advisory Agreement"), which is entered into by you ("you" or the "Client") and Firma Advisers, LLC ("Firma", or "Adviser", "we" or "our"), sets forth the terms and conditions under which Adviser offers the program described in Section 1 below (the "Program") and governs the advisory services that we provide you with respect to your participation in the Program. This Advisory Agreement applies to you if you are establishing or have previously established one or more of the accounts enumerated in Section 1 below, including if you have previously entered into an Advisory Agreement with Adviser. **By electronically reading and acknowledging this Advisory Agreement via clicking or tapping "Accept and Continue" or otherwise acknowledging your consent electronically, you agree to enter into and be bound by the terms and conditions of this Advisory Agreement.** For the avoidance of doubt, this Advisory Agreement may govern multiple accounts enumerated in Section 1 below established by the same Client, and shall be deemed to govern each such account upon the Client's establishment of each account.

YOU MUST READ AND CONSIDER THIS ADVISORY AGREEMENT CAREFULLY AND ADDRESS ANY QUESTIONS YOU MAY HAVE WITH ADVISER BEFORE ENTERING INTO THIS ADVISORY AGREEMENT. PURSUANT TO THE ESIGN AGREEMENT THAT YOU ARE REQUIRED TO ENTER INTO AS A CONDITION OF EXECUTING THIS ADVISORY AGREEMENT, CLICKING THAT YOU "ACCEPT AND CONTINUE" HAS THE SAME LEGAL EFFECT AS MANUALLY SIGNING A PAPER VERSION OF THIS ADVISORY AGREEMENT AS WELL AS ANY OTHER AND THAT YOU WILL BE LEGALLY BOUND BY ITS TERMS. YOU ACKNOWLEDGE THAT THIS ADVISORY AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY ADVISER. IF IN THE FUTURE THIS AGREEMENT IS AMENDED, THE AMENDED AGREEMENT WILL BE POSTED ON THE ADVISER WEBSITE WWW.FIRMA.FINANCE (THE "WEBSITE") OR MOBILE APPLICATION (COLLECTIVELY WITH THE WEBSITE, THE "PLATFORM"). YOU WILL BE NOTIFIED OF AMENDED AGREEMENTS BY PLATFORM POSTINGS, EMAILS LINKING TO THE WEBSITE, OTHER EMAILS, TEXT OR PUSH MESSAGES, TRADITIONAL MAIL OR OTHER MEANS OF NOTIFICATION VIA THE APPLICATION. YOU AGREE TO CHECK THE PLATFORM FOR NEW VERSIONS OF THIS ADVISORY AGREEMENT AND FOR UPDATES TO OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM. FURTHER, AS A CONDITION TO ENTERING INTO THIS AGREEMENT YOU AGREE TO THE FOLLOWING AGREEMENTS (TOGETHER WITH THIS AGREEMENT AND THE ESIGN AGREEMENT, THE "AGREEMENTS") AND

AGREE TO BE LEGALLY BOUND BY ALL OF THEIR TERMS AND CONDITIONS: (1) THE PRIVACY POLICY. (2) THE TERMS OF USE. (3) CUSTOMER ACCOUNT AGREEMENT BETWEEN YOU AND ALPACA SECURITIES LLC (“CUSTODIAN” OR “ALPACA”) AND THE CUSTODIAN PRIVACY POLICY. YOU MUST READ AND CONSIDER ALL THE AGREEMENTS CAREFULLY AND CONTACT ADVISER OR CUSTODIAN TO ASK ANY QUESTIONS YOU MAY HAVE BEFORE ENTERING INTO THEM. CLICKING THAT YOU AGREE OR AGREE AND CONTINUE HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF EACH OF THE AGREEMENTS. YOU AGREE THAT, BY KEEPING YOUR ADVISER ACCOUNT (AS DEFINED BELOW) OR USING THE PROGRAM WITHOUT OBJECTING IN WRITING AFTER ADVISER NOTIFIES YOU OF A NEW VERSION OF AN AGREEMENT, YOU WILL AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS OF ANY AMENDED AGREEMENT, INCLUDING ANY NEW OR CHANGED TERMS OR CONDITIONS.

1. Terms and Conditions of the Program

Adviser offers individuals a means to establish one or more individual accounts (“Client Account”) and to make contributions to those accounts through a Funding Account (as defined below) and/or via other sources or through other means in accordance with the terms of this Advisory Agreement. “Funding Account” means an account established by you, at a financial institution identified by you to Adviser, for the purpose of facilitating deposits into the Client Account. A Funding Account also may include a debit account used to facilitate deposits into the Client Account. Adviser interacts with the Client using THE Platform, which is a technology platform developed and maintained by Adviser and/or its agents.

Based solely on the information the Client provides on the Platform during client onboarding, Adviser will provide the Client with non-discretionary investment advice in the form of exchange traded funds (“ETFs”) and U.S. equity securities of publicly traded companies (collectively, the “Investments”).

Adviser agrees to facilitate through the Platform, the opening of a brokerage account which is an individual brokerage account at Alpaca (“Brokerage Account”). Concurrently, Adviser will open the Adviser Account (defined below) pursuant to the terms and conditions of this Advisory Agreement. Client agrees to enter into and abide by a brokerage agreement with Alpaca as a condition to participating in the Program. Alpaca is a registered broker-dealer unaffiliated with Adviser. Alpaca serves as the broker dealer and qualified custodian for Client brokerage accounts. Adviser and Alpaca may delay establishing your brokerage account at Alpaca until such time as the Client authorizes a contribution or transfer to fund the Brokerage Account. If you enter into an Advisory Agreement with Adviser but do not have an account established at Alpaca you will not be able to participate in the program.

Your participation in the Program requires that you enter into the Alpaca customer account agreement

(the “Customer Account Agreement”), whereby you establish your Brokerage Account with Alpaca. Alpaca will execute transactions and act as the clearing broker and qualified custodian for your Client Account and Brokerage Account (together “Adviser Account”). With respect to any Brokerage Account, by participating in the Program you instruct Adviser to send all trades and transactions to the Custodian. Alpaca will hold your securities and cash and records and execute your transactions in the Program in your Brokerage Account.

You acknowledge and agree that Adviser is not responsible for the obligations of the Custodian or any successor broker or custodian and that Adviser and the Custodian have separate agreements with you that allocate separate sets of rights and obligations between you and the respective entity. Without limiting the foregoing, the Custodian and not Adviser, will be responsible for (i) delivering prospectuses for your Investments to the extent required by law, and (ii) providing you with trade confirmations by sending you emails that contain uniform resource locator (URL) links to your confirmation information. Trade confirmations will be available through the Platform. Adviser will not indemnify or be held responsible by Client for the obligations, acts, or omissions of the Custodian.

You further acknowledge that the services you receive through participating in the Program are sufficient consideration for you to enter into this Advisory Agreement.

2. Program Non-Discretionary Advisory Services

Through the Program, Adviser makes available the Investments which consist of certain ETFs and U.S. equity listed securities. Adviser reserves the right to change, in its sole discretion from time to time and without prior notice to Clients, the nature and number of Investments available through the Program.

The Program will use the Platform to make available the Investments which are meant to be held for the long term based solely on certain Client Information you provide, and that Adviser has collected through the Platform. The Program does not consider the entire range of information provided through the Platform for purposes of recommending the Investments. You should understand that the Platform currently relies on, among other things, the questions relating to employment, income level and social interests in providing the recommended Investments. You agree to access, update, add to and review through the Platform information identifying and describing the Investments.

You understand and agree that there is no guarantee, representation, warranty, or covenant that the Investments will not result in losses or that they will perform better over any time period than any other investment, whether made available through the Program or otherwise.

You are not bound by any of the investment recommendations that may be generated by the Platform. You may, at your sole and absolute discretion, select any of the investments available through the Program in lieu of, in tandem with, or in addition to, the Investment(s) available through the Program. You may cause the Platform to generate different Investments at any time by revising your Profile

Page. Any Investment you ultimately select will take into account any self-imposed investment restrictions you place on your portfolio through the Platform, subject to the terms and conditions of this Advisory Agreement.

You may change, purchase or sell your Investments at any time. You acknowledge and agree that you are solely responsible for the decision to invest in your Investments. Adviser does not have authority or discretion to purchase or sell the Investment(s) for implementation in your Adviser Account. You retain full investment discretion over the implementation of investment decisions of each Investment and are free to accept or reject any Investment from Adviser. You further acknowledge and agree that it is your responsibility to review and carefully consider the information available on the Platform about each of the Investments before choosing any Investment. Any resource or information provided to you in connection with your Adviser Account is not legal or tax advice, analysis or opinion.

With respect to any Investment (including for this purpose any investment you make on the Platform), you acknowledge and agree, without limiting any other provision of this Advisory Agreement, that:

- You assume the risk that such Investment(s) may not perform well and you may lose all or most of your principal funding;
- Such Investment(s) may not be suitable based on your risk tolerance, investment time horizon, or your investment objectives, financial condition, or other facts or circumstances that apply to you;
- Neither Adviser nor its affiliates shall be liable for any losses or other damages resulting from your purchase of an Investment.

While the Program may include investment advice that guides you to modify your holdings such that over time such holdings maintain replication of a particular allocation, you agree that there is no guarantee, representation, warranty, or covenant that the holdings in your Adviser Account will match any particular allocation. You acknowledge that various factors (including the timing and frequency of deposits and withdrawals, market volatility and disruptions, fractional share allocation and trading procedures, the timing and frequency of your choice of or changes to holdings in your Adviser Account, access interruptions, and hardware or software failures) can impact the extent to which holdings in your Adviser Account will replicate any particular allocation at any particular point in time. You further understand and agree that any strategic investment advice offered through the Program is based on a long-term view of the market. Accordingly, the Program does not provide tactical advice and you should not expect to see tactical changes to any investment advice in response to market volatility or other economic events.

Notwithstanding anything to the contrary in any documentation associated with the Program and your Adviser Account, you agree that Adviser provides non-discretionary investment advice and shall be under no duty to, and makes no representation and/or guarantee that it will, rebalance the assets in your Adviser Account or purchase or sell any Investments on your behalf.

You acknowledge, understand and agree that:

- Adviser does not provide investment advice or services in a manner other than the investment advice described in this Section 2;
- Adviser will provide investment advice and deliver the advisory services solely through the Platform;
- Under the Program, you will not receive investment advice in person, over the phone, in live chat, or in any other manner other than through the Platform; and
- You will not be entitled or able to transact in or hold securities in your Adviser Account other than the Investments that are made available through the Program.

In providing its services, Adviser or any of its affiliates may, subject to applicable laws and regulations, engage or otherwise work with affiliated or unaffiliated vendors or other contractors to assist it in fulfilling its duties under this Advisory Agreement or to provide ancillary enhancements or features of the services contemplated herein.

3. Trading Authority and Your Instructions

Client directs and is responsible for making all investment decisions through the Platform by: (i) carefully reviewing the information about investing in the Investments available on the Platform; (ii) carefully considering the Investment(s) that Adviser generates for you through the Platform; (iii) choosing your Investment(s) and when to sell your Investment(s); and (iv) deciding whether to not purchase an Investment and invest in securities that Adviser does not actively recommend. Moreover, it is the Client's responsibility to conduct and monitor the inflows and outflows to and from the Adviser Account by using the Platform to initiate deposits and withdrawals from the Client's Adviser Account. Adviser has the following authority in connection with its provision of advisory services under this Advisory Agreement:

- Authority to determine and modify from time to time which Investments are available to Client through the Platform;
- Authority to act as your agent for the purpose of carrying out your directions with respect to the purchase or sale of securities in accordance with the terms and conditions of this Advisory Agreement;
- Authority to open or close your Account, place and withdraw orders and take such other steps as are reasonable to carry out your directions;

If you authorize or allow third parties to gain access to Adviser services, including your Adviser Account, you agree to defend and indemnify Adviser against any liability, costs or damages arising out

of claims or suits by such third parties based upon or relating to such access and use. Adviser does not warrant against loss of use or any direct, indirect, or consequential damages or losses to you caused by your assent, expressed, or implied, to a third party accessing your Adviser Account or information, including access provided through any other third-party systems or sites.

The Investments purchased or sold at your direction and/or held in your Brokerage Account may be either whole shares or fractional shares, depending upon the cost of the shares and the dollar amount you contribute to your Adviser Account. You understand and agree that fractional shares are typically unmarketable and illiquid if held outside of your Adviser Account(s) and, as a result, fractional shares generally may not be transferable to another brokerage account. In the event of a liquidation or transfer of the assets in your Adviser Account(s) to another account, you hereby authorize Adviser to instruct the Custodian to sell fractional shares as necessary and transfer the cash to any subsequent custodian.

You agree and acknowledge that you may have the option to schedule recurring direct deposits into your Brokerage Account. Upon receipt of your direct deposit, you agree and acknowledge that you are giving instructions to Adviser that you want to purchase the recommended or investment of your choice. You agree and acknowledge that there is no minimum balance for opening an Adviser Account in the Program.

4. Brokerage and Custody

As noted above, your participation in the Program requires that you establish an Adviser Account and enter into the Customer Account Agreement between you and Alpaca.

The Customer Account Agreement pertains to the services provided by Alpaca to effect brokerage transactions in your Adviser Account. Under the Customer Account Agreement, and subject to its terms and conditions, Alpaca is responsible for: (i) maintaining and recording transactions in cash and securities (including fractional shares) in your Adviser Account; (ii) sending orders placed on the Adviser Platform for execution, clearance, and settlement; and (iii) providing you with statements, confirmations, other required documentation, and other information about your Adviser Account and transactions therein.

By entering into this Advisory Agreement as well as the Client Account Agreement with Alpaca, you authorize and instruct Adviser to place, and Alpaca to execute, orders to buy and sell securities on your behalf and at your direction. You acknowledge and agree that orders for purchases or sales in your Adviser Account may be combined with orders for purchases or sales of securities in other client accounts.

Adviser shall have no authority to initiate any withdrawal or otherwise to transfer any securities or money out of your Adviser Account other than (i) fee deductions or (ii) in connection with a remedy

for a restricted account or the termination of your Adviser Account pursuant to the terms and conditions of this Advisory Agreement.

You agree that it is your responsibility to review reports of execution of orders and statements of your Adviser Account promptly upon receipt or availability on the Platform.

As noted above, Alpaca will act as the broker and qualified custodian for your Adviser Account.

5. Client Rights and Obligations, Proxies and Legal Proceedings

Adviser does not exercise proxy voting authority over any Investments in Client's Adviser Account. Client retains proxy voting authority over Investments held in Client's Adviser Account. Also, Adviser shall have no responsibility to render legal advice or take any legal action on Client's behalf with respect to Investments then or previously held in the Account or the issuers thereof, that become the subject of legal proceedings, including bankruptcy proceedings or class actions. Client remains responsible for: (i) directing the manner in which proxies solicited by issuers of Investments will be voted; and (ii) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the Investments in the Account. Alpaca, not Adviser, is responsible for timely transmission of any proxy materials to Client.

6. Deposits and Purchases

You agree that you will fund your Adviser Account by contributions made through a Funding Account, by using the Platform to direct the transfer of money to your Adviser Account(s) in accordance with the terms and conditions of this Advisory Agreement. You agree that, by initiating or directing a deposit, you authorize the bank or other vendor that Adviser engages from time to time to facilitate the use of the Automated Clearing House ("ACH") payment system for the transfer of money to or from the Custodian (such bank or vendor, the "ACH Operator") to request that the financial institution that maintains your Funding Account transfer the amount of the deposit to the Custodian for deposit in your Adviser Account. You agree and acknowledge that the Custodian or a bank may act as the ACH Operator. You agree and acknowledge that you are responsible for any fees, charges, or expenses imposed by your financial institution that maintains your Funding Account in connection with any deposit or transfer of money to or from your Adviser Account. You further agree and acknowledge that, unless otherwise agreed to by Adviser and the Custodian, you do not have any right to fund, or direct the funding of, any deposit or transfer of money to or from your Adviser Account in any manner other than by an ACH transfer to the Custodian. Adviser and the Custodian reserve the right to accept cash funded from other sources (such as debit accounts) as they may mutually agree and to the extent permitted by applicable law and such cash funding methods may be subject to additional terms and conditions, which will be disclosed to you. Adviser also reserves the right to accept investments funded from other sources or through other means on a case-by-case basis.

You agree and acknowledge that any deposit or transfer to your Adviser Account, at the exception of direct deposits scheduled for a future date, cannot be cancelled following the initiation, authorization, and/or direction of such transaction. You agree and acknowledge that purchases of securities, cannot be canceled following the initiation, authorization, and/or direction of such transaction. All orders are executed through Alpaca's platform. In order to permit sufficient time to ensure that the transfer of assets into your Adviser Account has been successfully completed by the financial institution that maintains your Funding Account, Adviser may wait up to five Business Days after the day the Custodian credits the applicable deposit to your Adviser Account to generate and place the orders for such purchases. As used herein, "Business Day" means any day on which all banks (or the applicable branch thereof) involved in any transfer of funds are physically open for business during their normal business hours, and specifically excluding any U.S. federal holiday and any day on which any applicable securities exchange is not open during its normal business hours. You hereby acknowledge and agree that, as a result, each deposit or transfer you make generally will not arrive into your Adviser Account for up to five Business Days, and as a result, may not be invested in your selected Investment(s) for up to five Business Days and that such uninvested cash will not be subject to financial gains or losses resulting from movement in market prices during that time period. You agree and acknowledge that, for your convenience, Alpaca and Adviser, in their sole discretion, may permit you to purchase securities on debit, which means without free credit balances in your Adviser Account, thereby providing you with a temporary credit while waiting for your ACH transfer to arrive. Such temporary credit would enable the execution of the purchase of securities order without having to wait for the funds to be received in your Adviser Account. You are still responsible for payment of such securities no later than the settlement date.

You may, subject to the terms and conditions of this Advisory Agreement, fund your Adviser Account by initiating or directing a deposit in any whole dollar amount of \$1 or more through the Platform at any time. In addition to one-time deposits, investment or purchases, you may elect through the Platform, *if available*, to make recurring deposits or investments in any whole dollar amount, either on a monthly basis, on a regular (every two weeks for example) basis, or on a weekly basis.

You represent and warrant that none of the money and funds you deposit in your Adviser Account is derived from, or will be used to promote the conduct of, any crime or other illegal activity. You agree not to deposit (or direct the deposit of) any money in your Adviser Account that comes from, or that will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any money you use for deposits or in any money or securities in your Adviser Account other than you or any other individual you have disclosed to Adviser during account opening.

7. Withdrawals

Electronic deposits to your Alpaca account via ACH will typically take 1-4 Business Days to clear. ACH deposits must remain in your account for a minimum of nine (9) calendar days after the funds clear prior to being able to withdraw. Funding your Alpaca account will be done via Plaid. Plaid is a data network that connects technology companies with their customer's financial accounts. Other restrictions may apply if fraud or other potential anti- money laundering concerns are raised.

At any time, you may sell your securities holdings. Upon sale, the cash generated from the sale will be held in your Alpaca account. You have the option to transfer such cash to your personal bank account via ACH or you may choose to reinvest the cash via the Platform. Please contact your tax professional for potential tax consequences regarding sale of securities.

If you have any issues contact the Adviser by sending an email to info@firma.finance at any time. You acknowledge and agree that, notwithstanding anything to the contrary in any agreement governing your participation in the Program, including this Advisory Agreement, you will not be able to trade in securities unless and until you successfully connect your Funding Account or another bank account to our custodian via your Adviser Account. All transfers between your personal bank account and Alpaca will be done via Plaid (mentioned above). You agree that, by placing a sell trade via the Platform, you authorize the Adviser to place an order with the Broker and/or Custodian on your behalf to sell the securities in your Adviser Account at the time(s). Once the sale is complete, the cash generated from the sale will be kept in your Alpaca account until you decide to transfer the cash to your personal bank account or is reinvested. You agree and acknowledge that any transfer from your Adviser Account, and/or sales of securities, may not be cancelled following the initiation, authorization, and/or direction of such transaction. Adviser will undertake good faith efforts to place the orders for such sales on the Business Day you request a sale. Sale transactions you initiate will be sent to the ACH Operator. For the avoidance of doubt, you may be permitted to contribute funds to your Adviser Account via a debit arrangement; you may transfer securities to another account via ACAT; and you may withdraw cash via ACH.

You acknowledge and agree that the Custodian will not initiate a transfer of money that is requested by you until the Business Day after the last applicable sale has settled and that it may take up to ten (10) Business Days (or longer during periods of unusual market events) after the Custodian initiates a transfer of money for the proceeds of a withdrawal to arrive at the destination account.

You further acknowledge and agree that Adviser and/or the Custodian may require additional information from you before effecting any withdrawal or sale of securities, and that such requested withdrawal or sale of securities may be subject to delay or cancellation in the event that you do not timely provide such additional information.

8. Term and Termination

This Advisory Agreement becomes effective as of the date it is electronically signed by the Client and accepted by Adviser, as evidenced in accordance with Adviser's procedures and/or practices regarding account opening. The date your Adviser Account(s) is opened may or may not be the same effective date of this Advisory Agreement.

You agree that Adviser and/or any of its affiliates or contractors may suspend the provision of services to you or delay, limit, restrict, or refuse any transaction for your Adviser Account(s) at any time for any length of time without prior notice to you if Adviser believes 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 Adviser including its affiliates 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 Adviser or its affiliates or a transaction relating to the Program; (iii) to avoid a loss to Adviser or its affiliates (including if your payment of the Adviser Fee is overdue, except with respect to charges then under reasonable and good faith dispute); (iv) to remediate or otherwise address problems with technology; (v) due to interruptions in the access to or operation of any technology that Adviser or its affiliates directly or indirectly uses in connection with the Program; (vi) to prevent a breach or violation of any term, condition, or other provision of this Advisory Agreement; or (vii) to obtain from you any additional information that Adviser in its reasonable discretion deems necessary for advisory services to be provided to you pursuant to this Advisory Agreement. Notwithstanding anything to the contrary in this Advisory Agreement, including, without limitation, in Sections 2 and 3, Adviser reserves the right, at any time and without notice, to delay or manage the trading of client orders if Adviser determines it is necessary and appropriate.

You may close your Adviser Account(s) and terminate this Advisory Agreement at any time for any reason by doing so on the Platform by sending us a request via email to info@firma.finance. Adviser may terminate this Advisory Agreement and/or one or more of your Adviser Account(s) at any time for any reason by sending you a notice of Advisory Agreement termination by email. The termination of your Adviser Account(s) will occur as follows:

- If you terminate either this Advisory Agreement or the Customer Account Agreement, you will be deemed to have simultaneously terminated the other agreement, unless otherwise agreed to by Adviser, the Custodian, or the Broker, as applicable;
- If either Adviser or you terminate your Adviser Account, the Custodian and/or Broker will, before closing your Adviser Account, settle any purchases or sales pending when Adviser sends or receives a request to close your Adviser Account; and
- Upon termination for any reason, Adviser and/or the Custodian will deduct any unpaid fees, including those owed for ancillary services (e.g., fees for paper delivery of documents, transfer of shares, or physical delivery of shares).

If Adviser or you request to close any of your Adviser Accounts, you hereby authorize Adviser to instruct the Broker and/or Custodian to sell all shares in your Adviser Account and any distributions generated by such Investments following such request, and to send the cash, less any portion of the Adviser Fee or other fees due to either your address of record or your Funding Account or the bank account connected to your Adviser Account. Notwithstanding the foregoing, if you explicitly request that shares be transferred to another custodian or broker-dealer, Adviser will instruct the Custodian to transfer, in accordance with your instructions and subject to such new custodian or broker-dealer's policies and procedures with respect to fractional shares, the shares remaining after each of the following are paid for with the proceeds of a sale: (i) any withdrawals pending when the termination notice was received or sent by Adviser; (ii) any unpaid Adviser Fee or portion thereof due; (iii) the fees charged for processing the in-kind transfer to another custodian or broker-dealer; and (iv) any other fees due. You hereby acknowledge that, subject to the terms of the Customer Account Agreement, you may be required to provide additional instructions to the Custodian in order to obtain your cash or transfer your shares in the event of the termination of your Adviser Account.

Upon cancellation or termination of this Advisory Agreement, we may immediately deactivate your user account without notice, including but not limited to the Adviser Account(s) and all related information and/or files in your user account and/or bar any further access to such information and/or files, our Platform (or part hereof) and/or the Program, except as we may otherwise provide from time to time.

Your death or incapacity shall not terminate the authority of Adviser granted herein until Adviser receives written termination notice thereof from your executor, guardian, attorney-in-fact, or other authorized legal representative.

9. Legal Capacity

Client and each person signing this Advisory Agreement (and all other ancillary Agreements) on behalf of Client warrant and represent that:

- (a) Client has duly authorized the execution and implementation of this Agreement;
- (b) This Advisory Agreement has been executed on behalf of Client by persons who are authorized to transact business on behalf of Client;
- (c) Client is owner of all securities and other assets placed in the Adviser Account;
- (d) Client shall promptly deliver such information, papers and documents required or reasonably requested by Adviser in connection with the performance of its duties for the Account;
- (e) Adviser, in the performance of its rights, obligations and duties under the Advisory Agreement, shall be entitled to rely upon the accuracy of information furnished by the Client or on its

behalf, without further investigation; and

(f) Client is an individual and is 18 years of age or older.

You acknowledge that you are of legal age under the laws of the State where you reside and are authorized to enter into this Advisory Agreement. No person, except you (or any person named in a separate agreement), has any interest in the Account opened pursuant to this Advisory Agreement. You acknowledge that unless Adviser receives written objection from you, under Securities and Exchange Commission (“SEC”) Rule 14b-1(c), Adviser may provide your name, address, and securities positions to requesting companies in which you hold securities.

10. Representation

Client understands and agrees that Adviser does not provide legal, tax, or accounting advice. Nothing in this Advisory Agreement or any other document received from Adviser shall be construed as providing any legal, accounting, estate, actuary, or tax advice. The Client agrees to review available information regarding the securities and the brokerage statements, transaction confirmations and tax reporting forms provided by the Custodian for tax-related information. Each Client must rely upon its own independent analysis and its own representatives, including its own legal counsel and accountant, as to legal, tax, and related matters concerning any Investments, any assets in the Adviser Account or any Adviser Account transactions and for preparation of any legal, accounting or tax documents.

The taxation of securities transactions is extremely complex and no attempt is made herein to fully describe the various tax rules that apply to such transactions or to explain in complete detail the rules which are mentioned. However, some general points may be noted. Any sales, exchanges or dispositions of securities may have U.S. federal, state, local and non-U.S. income tax consequences for the Client and may result in the Client having to pay additional income taxes. An ETF may take many forms for U.S. federal income tax purposes, including a grantor trust, regulated investment company, or real estate investment trust, each of which has special tax considerations for U.S. taxable, tax-exempt and non-U.S. investors. Although *not currently offered* as an Investment on the Platform, an investment in a non-U.S. security, such a non-U.S. ETF, may have adverse tax consequences for certain U.S. Clients. For example, a non-U.S. ETF may constitute a “passive foreign investment company” and there is no assurance that Clients would be able to make a “qualified electing fund” election. Clients may have a variety of tax reporting obligations with respect to certain securities, including the filing of a FinCEN Form 114 and/or Internal Revenue Service Forms 8621, among other filing and reporting obligations. It is possible that in certain circumstances a Client may incur taxable income on their investments without a cash distribution to pay the tax due. **Each Client should confer with their personal tax advisor regarding the tax consequences of investing with Adviser based on their particular circumstances. The Client and Client’s tax advisors are responsible for how Investments and the transactions in the Client’s Adviser Account(s) are reported to the Internal**

Revenue Service (“IRS”) or any other taxing authority such as their state/local tax jurisdiction. Adviser assumes no responsibility to the Client for the tax consequences of any transaction.

11. For Fee Paying Accounts

For the services provided by Adviser under this Advisory Agreement, and the custodial and brokerage services provided by the Custodian under the Customer Account Agreement, you agree to pay a “per-account” fee in order to establish and maintain your Adviser Account (the “Adviser Fee”).

You acknowledge and agree that such fees may change from time to time and will be available on the Platform and in the Brochure (as defined below). In the event of a change in fees, Adviser will provide you notice electronically on the Platform. You agree to check the Platform regularly, or at least from time to time, for updates to the fees applicable to your Adviser Account.

12. Non-Exclusive Management

It is understood that Adviser performs investment advisory services for numerous clients. The Client agrees that Adviser may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client's Advisory Account(s). Adviser, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Adviser recommends for the Client's Advisory Account(s).

13. Notices and Communication

Communications will be sent to the Client through the app or at the email and/or physical address provided by the Client at the time the Client opens the Adviser Account, or to another email and/or physical address as may be provided to Adviser via the Platform or in writing in the future. Communications sent to the Client at the given email and/or physical address, whether by mail, facsimile, messenger, electronically, or otherwise, will be treated as if they were given to the Client personally, whether or not the Client receives them.

Client understands and agrees that Adviser will deliver communications either by email to the address given to Adviser by Client. Client authorizes Adviser to deliver communications either by email to the address given to Adviser. This authorization applies to the delivery of required disclosures and other documents including, Adviser Part 2A and privacy notices. Client may update the email address provided above by using the Platform and/or notifying Adviser in writing. Documents delivered by

email notification may be in HTML or Standard Adobe format, with a link to download the Adobe program.

Client acknowledges that Client has access to a computer that can access these documents (including PDF software, available free of charge at Adobe's website www.adobe.com) and that Client may incur costs accessing or printing documents. Adviser is not liable for these costs or any computer problems (including viruses) Client incurs in accessing the document.

Client agrees to provide Adviser with immediate written notice in the event that Client's email address changes, alternatively the Client can update their contact information via the Platform. Adviser is not responsible if Client is unable to access a document link in electronic communication or the Client does not receive an expected electronic communication due to incorrect Client information.

You understand that you will use your email address and a code sent to your email address to gain electronic access to your Adviser Account. You understand and agree that your Adviser Account numbers are confidential and you are responsible for the confidentiality, protection and use of them. You agree and accept full responsibility for monitoring and safeguarding your Adviser Account and access to your Adviser Account. You agree to immediately notify Adviser in writing, delivered via email, if you become aware of: (i) any loss, theft, or unauthorized use of your login data, account numbers or access; (ii) any failure by you to receive a message from Adviser indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by you to receive an accurate written confirmation of an execution; (iv) any receipt by you of confirmation of an order, execution and/or cancellation, which you did not place; or (v) any inaccurate information in or relating to your Adviser Account balances, deposits, withdrawals, securities positions or transaction history. Each of the events described in subsections (i)-(v) hereof, shall be deemed a "Potential Fraudulent Event". The use and storage of any information including, without limitation, Adviser Account numbers, portfolio information, transaction activity, account balances and any other information or orders available on your personal computer is at your own risk and is your sole responsibility. You agree to be responsible for all activities in your Account and Adviser may rely that you have authorized any orders or instructions that are received under your Adviser Account number. You agree that, in the event of a Potential Fraudulent Event, you will notify Adviser immediately, and in no event more than 24 hours, after you discover such Potential Fraudulent Event. You agree that in the event of a Potential Fraudulent Event, you will report such loss or fraudulent occurrence promptly to the legal authorities, if so instructed by Adviser. Further, you agree to provide a copy of any report prepared by legal authorities to Adviser on request. You agree to cooperate fully with the legal authorities and Adviser in any investigation of such Potential Fraudulent Event and you will complete any required affidavits promptly, accurately and thoroughly. You also agree to allow Adviser access to your computer and your network in connection with its investigation of such Potential Fraudulent Event. You understand that, if you fail to do any of these things, you may encounter delays in regaining access to the funds in your

Adviser Account. You agree to indemnify and hold Adviser and its affiliates harmless from and against any losses arising out of or relating to a Potential Fraudulent Event.

You authorize Adviser to contact you by using any telephone number you provide, including a mobile number that you authorized Adviser to call. In addition to manual calling, Adviser may use email, text messages, prerecorded or artificial voice messages, or automatic dialing systems. You understand that your mobile carrier may charge for this contact. You also understand and agree that Adviser may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, Adviser does not consent to the recording of telephone conversations by any third party or you. You acknowledge and understand that not all telephone or electronic communications are recorded by Adviser, and Adviser does not guarantee that recordings of any particular telephone or electronic communications will be retained or be capable of being retrieved.

14. Investment Risks and Risk Acknowledgment

There are significant risks associated with any investment program, including Adviser's Program.

You understand and agree that neither Adviser nor any of its affiliates has made, and is not making, any prediction, warranty, or guarantee as to the performance or profitability of your Adviser Account and/or any of the Investments therein. Investment performance of any kind can never be predicted or guaranteed and Adviser does not guarantee that you will avoid financial loss.

Adviser does not make any guarantee that the investment objectives, expectations or targets described on the Platform will be achieved, including without limitation any risk control, risk management, or return objectives, expectations, or targets. Neither Adviser nor any of its affiliates guarantees the success of any given investment decision or strategy that Adviser may recommend or undertake, or the success of the overall management of the Adviser Account through the Program.

The following risks are not inclusive and should be carefully considered by you. You acknowledge, understand, and agree that:

- Investing in securities involves risk of loss, potentially significant, that you should understand and be prepared to bear.
- Adviser does not guarantee any level of performance of any investments in your Adviser Account(s) or that you will avoid financial loss. The value of your Adviser Account(s) and the securities held in such account(s) will fluctuate due to a variety of reasons, including but not limited to market conditions, market sentiment, legislative or regulatory changes, inflation, interest rates, the timing of deposits and/or withdrawals and other factors. The Adviser Account(s) may suffer loss of

principal, and income, if any, may fluctuate.

- ETF performance may not exactly match the performance of the index or benchmark the ETF is designed to track for a variety of reasons, including ETF expenses and costs not incurred by the relevant index or benchmark, the availability of certain securities comprising the relevant index or benchmark, and supply and demand of the ETF and/or securities held by the ETF.

- Past performance of any security or benchmark does not guarantee or indicate future results.

- Back tested performance of any Investment are hypothetical and do not reflect actual investment results. Any hypothetical back tested returns associated with any Investment are based on assumptions and do not reflect actual results of any Adviser Account. Such performance results, if any, were derived from the retroactive application of a model developed with the benefit of hindsight and not with real money at stake. No representation is being made that your Adviser Account will or is likely to achieve results similar to any hypothetical results that might be shown. Actual results may differ significantly from any hypothetical returns presented.

- Projected returns are hypothetical, do not reflect actual investment results, and are not guarantees of future results. Such projected performance is subject to a number of limitations and assumptions designed to determine the probability or likelihood of a particular investment outcome based on a range of possible outcomes. Performance of any Investment may differ materially from investment gains and avoidance of investment losses projected, described, or otherwise referenced in forward-looking statements, and the projected returns associated with any Investment may not materialize.

- By participating in the Program you may lose opportunities to make other investments and to realize gains from such other investments.

- Investments in your Adviser Account are not guaranteed by the Federal Deposit Insurance Corporation (“FDIC”), any bank, or any government.

- By establishing an Adviser Account, you are also establishing a Brokerage Account at Alpaca, which is independent of Adviser. You agree to the terms and conditions of the various Alpaca Agreements.

- The services provided under this Advisory Agreement are highly reliant on the Client Information, including the accuracy thereof, you provide through the Platform. If you provide inaccurate or incomplete information, or information you provided becomes inaccurate or incomplete, this could materially impact the quality and applicability of the advice you receive through the Program. Further, you understand that the Platform currently focuses exclusively on your Client profile in recommending any Investment. There are many other components of Client Information that are not currently considered by the Program or the Platform 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 the investment advice and recommendations the Program provides, this may not be the appropriate program for you.

- Adviser does not provide a comprehensive financial plan.

- While Adviser may have information about the Client that is in addition to the information provided in the account opening process, Adviser may not use such information to generate investment recommendations.

- The services provided under this Advisory Agreement, including any Investment, are highly reliant on the accurate performance of the algorithms underlying the Platform and the portfolio management system and the technology that generates such algorithms, among other things. A malfunction or failure in either an algorithm or the underlying technology could cause you to receive an investment recommendation that is not suitable based on your risk tolerance and investment time horizon, and to experience losses, some or all of which could be significant. A malfunction, computer equipment failure, loss of internet access, viruses or other events may impair access to the services provided under this Advisory Agreement.

- The algorithm underlying the Platform's recommendations rely on a number of assumptions based upon a limited amount of Client Information provided through the Platform and a number of other variables. Any one or all of these assumptions, whether or not supported by past experience, could prove over time to be incorrect, which could result in significant losses. There is no guarantee that the algorithm or Adviser's recommendations will necessarily produce the intended results, and they may prove incorrect and/or cause you to not achieve your investment objectives. Similarly, an error in the coding or programming process could result in significant losses. There is no assurance any such error will be detected or corrected.

- To the extent that Adviser uncovers a glitch in the algorithm used to render the advice, Adviser reserves the right to override the algorithm and utilize human oversight in order to render suitable advice based on the available Client information. As such the degree of human involvement in the oversight and management of your Adviser account is extremely limited.

- The recommendations we provide and other information that appears on the Platform may be time sensitive, especially during times of significant market volatility and when there are time limits on the availability of a particular investment product. Thus, our recommendations and other information on the Platform may become stale or may be subject to different interpretations as market conditions and other factors change.

- Data provided by Adviser may not be free from error or inaccuracies.

- Adviser relies on third parties – often to a material extent – for the provision of the Investments, market statistics, Investment details, performance, and related information. Although we believe these third party service providers are generally reliable, there could be errors that are beyond our control in the information and/or services they provide and such errors could compromise the quality of our recommendations and otherwise compromise our ability to perform under this Advisory Agreement. Further, some or all of these agreements may allow the third party service provider to terminate the agreement for any reason or no reason at all with no advance notice to us. In such instances, our ability to perform under this Advisory Agreement could be materially compromised. Given the different business motivations of third-party provided and those of Adviser, potential

conflicts of interest may arise.

- Failures, delays, and/or interruptions in the timely or proper execution of trades and trading instructions may occur for any reason, including but not limited to the following: any kind of interruption of the services provided by the Broker or the Custodian, the inability to communicate with the Broker or Custodian, hardware or software malfunction, failure or unavailability, or force majeure.
- Volatility and liquidity conditions for a security may prevent you from selling such security at all or at a favorable time or price and/or you may be forced to sell at a significant discount to market value. In addition, ETFs may be adversely affected by volatility and liquidity conditions as they manage their holdings.
- The securities held in your Adviser Account generally are valued based on reasonably available exchanged-traded security data from Alpaca, but we may receive or use inaccurate data that could adversely affect valuations, among other things.

15. Limitation of Liability and Indemnification

To the fullest extent allowed by applicable law, you agree and understand that Adviser and its affiliates and the officers, directors, employees, representatives, successors, assigns, and authorized agents of Adviser and/or its affiliates (collectively, the “Indemnified Persons”) will not be liable for (i) any loss arising from any action taken or omitted in good faith by Adviser and without negligence or willful misconduct; (ii) any loss arising from adhering to your instructions; (iii) any act or failure to act by the Custodian of any assets in the Adviser Account or any third party, including the ACH Operator and other vendors and contractors; (iv) any loss arising from any services provided to Client prior to the execution of this Advisory Agreement; (iv) any loss arising in whole or in part from Adviser’s reliance on information provided by Client or failure by Client to provide information that if so provided would have reduced the likelihood of such loss; (vi) the loss or failure or delay in performance of any obligation under this Advisory Agreement arising out of or caused, directly or indirectly, by circumstances beyond Adviser’s control, including acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, delays, failure, loss or malfunctions of utility, telecommunications, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of civil or military authority, governmental, regulatory authority or securities exchanges actions, the inability to obtain labor, material, equipment, or transportation and a custodian refusing to act on Adviser’s instructions; or (vii) any loss that Client may suffer for any reason whatsoever that is outside the Adviser Account(s) or the relationship between the parties. Except where prohibited by applicable law, Adviser and its Indemnified Persons will not be liable for any losses incurred or damages (including but not limited to lost opportunities and lost profits) relating to differences between projected or potential performance and actual results or any service provided by the Custodian under the Customer Account Agreement.

Without limiting any other indemnity provision of this Advisory Agreement, you shall, to the fullest

extent allowed by applicable law, indemnify and hold harmless Adviser and its Indemnified Persons from any and all obligations, claims, judgments, losses, damages, liabilities, costs, fees and expenses, including reasonable attorneys' fees, arising out of or relating to: (i) any breach of this Advisory Agreement by Client, including your failure to provide true, accurate, complete, and current information (including Client Information) or to update Client Information or any misrepresentation or omission made by Client in this Advisory Agreement; (ii) any use of or access to the Platform and the advisory services provided hereunder by any person other than you or by you if you are not of sound mind, (iii) any direction, instruction or communication you provide with respect to this Advisory Agreement, your Adviser Account (including deposits, withdrawals, or transfers of assets to or from such account) or the assets in your Adviser Account, or (iv) any claim brought against any Indemnified Person relating to services provided to Client prior to the execution of this Advisory Agreement by any person who at the time of the provision of such services was not an Indemnified Person. This indemnification shall survive the termination of this Advisory Agreement, the Client's use of the Platform and the Adviser Account(s).

Without limiting the generality of the foregoing, except where prohibited by applicable law, Adviser and its Indemnified Persons will not be liable for any indirect, special, incidental, non-compensatory, punitive or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).

If the assets with respect to which Adviser is providing advice under this Advisory Agreement are only a portion of Client's total assets, Adviser shall not be responsible for (a) any of Client's assets that Adviser is not managing under this Advisory Agreement; or (b) diversifying or recommending diversification that takes into account such assets. In addition, Adviser shall have no liability for Client's failure to promptly inform Adviser of changes in Client's financial and/or economic situation, Client's investment objectives, or any restrictions Client wishes to impose that may affect the management of the assets in the Adviser Account(s).

You acknowledge that it is your responsibility to provide correct Payment Method and payment instructions for your Funding Account to Adviser, the Custodian and the ACH Operator when requested in connection with setting up your Adviser Account(s). You agree to be bound by the National Automated Clearing House Association ("NACHA") operating rules and any applicable local ACH operating rules. You acknowledge that mismatched, incorrect, or incomplete identifying information regarding your Funding Account or in payment instructions to make a deposit may result in an ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to you. You agree that Adviser may request and the ACH Operator or Custodian may make ACH transfers for withdrawals from your Adviser Account(s) solely by reference to the account number of the recipient. None of Adviser, its affiliates, the Custodian, or the ACH Operator shall be obligated by any provision of this Advisory Agreement or any other agreements governing

your participation in the Program to determine whether there is a discrepancy relating to names or account numbers in transfers between your Adviser Account and your Funding Account. You agree to indemnify and hold Adviser, the Custodian, 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 Account or in payment instructions for an ACH transfer to make deposits or withdrawals with respect to your Adviser Account or Funding Account. **You agree that processing of ACH transfers for deposits or withdrawals may be delayed for five (5) Business Days or longer.** If you believe a transfer has not been properly credited to you, you agree to notify Adviser promptly. You agree that money transferred via an ACH transfer may not be reflected in a deposit credited to your Adviser Account during periods of ACH processing delays. You agree that, notwithstanding anything to the contrary in this Advisory Agreement or the Customer Account Agreement, neither Adviser nor any of its Indemnified Persons, nor the Custodian, shall be liable for ACH transfer processing delays, any act or omission of, including without limitation any overdraft or other fee charged by any financial institution, or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from an ACH transfer associated with a deposit is provisional until the Custodian receives payment. Without limiting any other rights of Adviser or the Custodian to delay a withdrawal or deny a request for a withdrawal, Adviser and the Custodian reserve the right to delay or prevent a withdrawal of the proceeds of any deposit pending verification of final payment. If the Custodian does not receive final payment, or if your Adviser Account has been credited by mistake, you authorize Adviser to instruct the Custodian to reverse the credit to your Adviser Account or will otherwise reimburse the Custodian and/or Adviser, as applicable, if the assets in your Adviser Account are not sufficient, for such final payment or the amount of such erroneous credit, as applicable. If a payment funding a deposit to your Adviser Account does not become final, the originator (which is you in the case of a deposit originating in your Funding Account and the holder of money) will not be deemed to have paid you in your Adviser Account.

Client also agrees that Adviser may consult with legal counsel and any action or omission suffered or taken by it in good faith in reliance and in accordance with the opinion or advice of such counsel shall be full protection and justification to it with respect to the action or omission so suffered or taken.

Notwithstanding anything to the contrary, Section 15 of this Agreement will not be construed so as to provide for the indemnification of an Indemnified Person for any liability (including liability under U.S. federal securities laws which, under certain circumstances, impose liability even on persons that act in good faith), or the advancement to an Indemnified Person of fees and expenses, to the extent (but only to the extent) that such indemnification would be in violation of applicable law, but will be construed so as to effectuate the foregoing provisions to the fullest extent permitted by law.

In no event will Adviser be obligated to effect any transaction it believes would violate any federal or

state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory body or the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed.

If Adviser or any of its affiliates is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name you as debtor or otherwise, Adviser or such affiliate shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that Adviser or any affiliate may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to the Custodian or such other party as may be appropriate. You hereby agree to hold harmless and indemnify Adviser and its affiliates for any losses, expenses, and costs, including attorneys' fees, incurred as a result of responding to such legal process or forwarding such legal process to the appropriate entity.

If Adviser or any affiliate receives written notice from a personal representative, executor or administrator purporting to represent your estate, Adviser or such affiliate shall be entitled to rely on all figures supplied and representations made in such written notice if Adviser or such affiliate is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

16. Entire Agreement, Amendments, and Notice

You acknowledge and agree that this Advisory Agreement, as it may be amended from time to time in accordance with its terms, constitutes the entire and final understanding with respect to the subject matter of the Advisory Agreement. You acknowledge and agree that this Advisory Agreement, and the terms and conditions contained herein, supersedes any prior Advisory Agreement or similar contracts you entered into with Adviser.

Pursuant to the ESIGN Agreement you executed concurrently with this Advisory Agreement, you acknowledge that the usual way Adviser will provide you notice under this Advisory Agreement, including notices of new versions of this Advisory Agreement when modified pursuant to the terms and agreements hereof, is by posting such notices on the Platform. You agree to check the Platform frequently. If required by applicable law or if it decides in its sole discretion, Adviser will provide you with notices by other means, including emails linking to the Platform, other emails, text messages, and traditional mail.

Nothing in this Advisory Agreement shall be deemed waived or amended without the prior express written consent of Adviser executed by a duly authorized representative of Adviser. Adviser may amend this Advisory Agreement from time to time by adding, revising, or deleting any terms or conditions, upon notice to you. Although Adviser may email you about changes to this Advisory

Agreement, the usual way for Adviser to notify you of amendments is to post notice on the Platform, which will be available, subject to Adviser's Terms of Use, for you to access, download, review, print, and retain.

You agree to check the Platform for new versions of this Advisory Agreement. You agree that, by keeping your Adviser Account or using the services provided in the Program without objecting after Adviser posts a new version of the Advisory Agreement, you will agree to and accept all terms and conditions of this Advisory Agreement as so amended.

Any amendment or modification to this Advisory Agreement will be effective on the date determined in accordance with the terms and conditions discussed herein.

17. Governing Law

Except to the extent that it is preempted by federal law, the law of the State of California (without regard for conflicts of law principles) will govern the construction, validity, and administration of this Advisory Agreement.

18. Assignment of Agreement

You may not assign your rights or obligations under this Advisory Agreement without the prior express written consent of Adviser. Adviser shall not assign (within the meaning of the Advisers Act) its rights or obligations under this Advisory Agreement without your consent, provided however that you will be deemed to have consented to an assignment if you do not object (by such written or electronic mechanism prescribed by Adviser) to such assignment within thirty (30) calendar days of being notified through the Platform or by email of any intent of Adviser to assign such rights or obligations. You further agree that any reorganization, restructuring, or other transaction affecting the ownership of Adviser will not be deemed to be an assignment (within the meaning of the Advisers Act) of this Advisory Agreement, so long as such reorganization, restructuring, or transaction does not result in a change of actual control or management of Adviser.

19. Arbitration Agreement

THIS ADVISORY AGREEMENT CONTAINS AN ARBITRATION PROVISION. BY ENTERING INTO THIS ADVISORY AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- **ALL PARTIES TO THIS ADVISORY 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;

- **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 EXCEPT IN VERY LIMITED CIRCUMSTANCES;**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY 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; AND**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS ADVISORY AGREEMENT.**

ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN ADVISER AND THE CLIENT OR THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS ADVISORY AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF ADVISER'S BUSINESS OR THE CLIENT'S INDIVIDUAL ACCOUNT OR ADVISER ACCOUNT (COLLECTIVELY, "CLAIMS"), SHALL BE CONDUCTED SOLELY AND EXCLUSIVELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION.

ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY.

ANY SUCH ARBITRATION SHALL BE HELD AT A VENUE DETERMINED BY ADVISER WHICH MUST BE IN OR WITHIN 30 MILES OF THE CITY (AND IN THE STATE) WHERE

ADVISER'S PRINCIPAL OFFICE IS LOCATED AT THE TIME SUCH ARBITRATION IS COMMENCED. THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST ADVISER OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

Notwithstanding the foregoing or anything to the contrary in this Advisory Agreement, in no way shall this Advisory Agreement constitute a waiver or limitation of rights that the Client may have under federal or state securities laws to pursue a remedy by other means if and to the extent such laws guaranty such right to the Client and do not permit the waiver thereof.

20. Delivery of Brochure

You acknowledge receipt of the Adviser Form ADV Part 2A, Brochure (the "Brochure"), delivered electronically and available at www.firma.finance, which contains certain disclosures concerning brokerage practices, risk factors and potential conflicts of interest, all of which may be amended from time to time subject to law. The Brochure is also available on the Platform and the Securities and Exchange Commission's Investment Adviser Public Disclosure page on www.adviserinfo.sec.gov.

21. Confidentiality, Privacy, and Trusted Contact

The information you provide to Adviser, including your personal information, is subject to the terms of Adviser's Privacy Policy, which is available at [Privacy Policy](#). By electronically entering into this Advisory Agreement, you acknowledge receipt of the Privacy Policy, which Adviser may amend from time to time by posting new versions on the Platform.

You agree that you shall not use investment advice, investment recommendations, or other confidential information you receive from Adviser for developing a service that competes with the Platform or the services of Adviser or any of its affiliates.

You consent to Adviser recording and/or monitoring your telephone calls and electronic communications with representatives and associated persons of Adviser without further notice. You expressly authorize Adviser representatives or associated persons to contact you for purposes of evaluating the offering of the advisory services, the Program, and other products and services by calling, writing, or emailing at the telephone number(s), mailing address, and/or email address(es) you provide in connection with your Client Account, including any additional or updated telephone numbers, mailing addresses, or email addresses. The authorization in the preceding sentence will

remain in effect unless and until you specifically revoke it by notifying Adviser or associated persons with whom you are in contact.

Furthermore, you may appoint an adult at least 18 years of age as a trusted contact person whom we may contact about your Adviser Account. We may disclose information about your Adviser Account to your trusted contact person in order to address possible wrongful or unauthorized use of your assets or to confirm the specifics of your contact information, health status, or the identity of any legal guardian, executor, trustee, or the holder of a power of attorney.

22. Client Information

To help the government fight the funding of terrorism and money laundering activities, Federal law requires Adviser, like all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that when you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. For purposes of this Advisory Agreement, "Client Information" means all information about you, which may include, among other things, information about your identity, age, email address, physical address, location, or other information which you supply through the Platform.

You acknowledge and agree that Adviser relies on the Client Information you provide through the Platform to provide the advisory services under the Program, including the Platform's recommendation of any Investment. You further acknowledge and agree that Adviser shares some or all of the Client Information with the Custodian and/or Broker and that, subject to the terms and conditions of the Customer Account Agreement, the Custodian and/or Broker relies on such Client Information to perform certain compliance functions including verifying your identity for customer identification purposes, know your customer ("KYC") and anti-money laundering purposes ("AML") and confirming that United States firms like Adviser, Broker, and Custodian are permitted to provide you with services under applicable United States economic sanctions against various countries, individuals, and organizations.

You represent and warrant to Adviser that all Client Information you supply is true, accurate, complete, and current. Without limiting the generality of the preceding sentence, you represent and warrant that you are neither insolvent nor have you been found by a court or regulatory body to be bankrupt or insolvent through a judicial or regulatory proceeding. You agree to update any Client Information you provided Adviser that is no longer accurate promptly using the Platform.

23. Terms of Use

By electronically entering into this Advisory Agreement, you acknowledge that you have reviewed and hereby agree to the Terms of Use (can be found at [Terms of Use](#)), which apply to the Platform and your use of the services offered through the Program contemplated hereunder and agree to adhere to the Terms of Use throughout your participation in the Program. Adviser may amend its Terms of Use from time to time by posting new versions on the Platform.

24. Miscellaneous

Headings in this Advisory Agreement are descriptive and for convenience only and shall not be construed as altering the scope of the rights and obligations created by this Advisory Agreement. Defined terms shall have their assigned meanings wherever used in this Advisory Agreement or any of the agreements governing your participation in the Program, regardless of whether defined in this Advisory Agreement or used in the singular or the plural. Unless expressly provided otherwise, the word “including” shall be construed as introducing examples of a category without limiting such category and shall therefore be construed as if the word “including” were replaced with the phrase “including but not limited to” or “including without limitation.”

No course of dealing between you and Adviser, nor any delay by Adviser in exercising any rights or remedies hereunder, shall be deemed to be a waiver of any such rights or remedies. Any waiver of such rights or remedies shall not be construed as a waiver of any other right or remedy. Any right or remedy may be exercised as often as Adviser may determine in its sole discretion, and a waiver granted on one

occasion shall not be construed as applying to any other occasion.

You acknowledge that the Program is intended for natural persons who are citizens or other lawful residents of the United States and who are located in the United States, and that neither Adviser nor its affiliates intend to offer the Program, any securities, or any other products or services outside of the United States. You acknowledge that Adviser and its affiliates do not offer the Program to non-resident aliens subject to tax withholding. Neither Adviser nor its affiliates represent or warrant that any aspect of the Program, including information available from the Platform and information provided through the Platform, complies with any law or regulation of any jurisdiction outside of the United States. You represent and warrant that you are a lawful resident of and located in the United States and that you have been lawfully issued by the government of the United States the social security number you provided to Adviser when applying for your Adviser Account using the account opening functionality through the Platform.

You represent and warrant that you have the full power and authority to enter into this Advisory Agreement. You certify that you are of legal age to enter into contracts in the state where you live. You agree that, when you sign as described herein, this Advisory Agreement will have been duly authorized and will be binding. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Advisory Agreement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of the Platform, including the selection of Investments and deposit and contributions to and withdrawals from your Adviser Account, by any person who uses your user account and password(s), as described in the Terms of Use. You may not share your password(s) with others, and you must notify Adviser immediately if you know or suspect that the confidentiality of your password(s) has been compromised. You are the only person who may use your user account and password to access the Platform and your Adviser Account.

You represent and warrant that no term of this Advisory Agreement conflicts with or violates any duty you have under any law, regulation, or agreement.

If any provision of any of this Advisory Agreement or other agreement related to the Program and your Adviser Account is held unenforceable or invalid under any law, rule, or administrative or judicial order or decision, that holding shall not alter the enforceability or validity of this Advisory Agreement's remaining provisions. Without limiting the foregoing, if any portion of the Arbitration Agreement set forth below is invalidated, such invalidation shall not invalidate the remaining portions of the Arbitration Agreement.

Electronic Signature

If you want to participate in the Program and have carefully reviewed this Advisory Agreement, including the PRE-DISPUTE ARBITRATION CLAUSE ABOVE, then please click or tap

“Accept and Continue.”

BY CLICKING OR TAPPING “ACCEPT AND CONTINUE” I AGREE TO ENTER INTO THIS ADVISORY AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Client name

Effective date

Exhibit A: Potential Expenses Not Covered By the Adviser Fee

Below is a list of ancillary fees Clients may incur that are not included in the Adviser Fee. These fees would be incurred based on a Client's request, beyond our control and accordingly excluded from the fees and services covered by the Adviser Fee. Should a Client incur any of these fees, such Client will be responsible for their payment in accordance with the terms and conditions of this Advisory Agreement and such Client's other account opening agreements. This list of fees is the current list of ancillary fees, but we reserve the right to change these fees in the future.

Transfer Charges

ACAT Out (USA)	\$50.00 per Account
ACAT Incoming	\$5.00

Miscellaneous Charges

Returned ACH Transfers (applies to attempted third-party wires)	\$25.00
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Withdrawal/Administrative Request Charges

Paper Check / E-Check (USD)	\$3.00
ACH Transfer	\$0.25
Outgoing Domestic Wire Transfer	\$25.00