Crecer, LLC Customer Advisory Agreement

The ("Client") hereby retains Crecer, LLC (the "Adviser"), an investment adviser registered with the Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940 ("Advisers Act"), to provide the services described below with respect to the assets ("Assets") held in the Client's Traditional or Roth individual retirement account(s) (the "Account") in accordance with the terms and conditions set forth in this Agreement. Each of Client and Adviser may sometimes be referred to in this Agreement as a "Party" and collectively, as the "Parties." The Client will execute this Agreement by checking the "Accept" checkbox after scrolling through this Agreement, which will constitute the Client's electronic signature and be the same as if the Client signed a paper agreement by hand. Incorporated by reference herein is Schedule A, in addition to any subsequent amendments.

1. Advisory Services Performed

- (a) Adviser agrees to provide the following investment management services to the Client (collectively, the "Services"):
 - (i) collect information about Client's financial circumstances which may include investment objectives, risk tolerance, and investment time horizon for the Client's Account;
 - (ii) to invest and reinvest the Assets in the Account, without prior or express Client approval, including, but not limited to, the purchase and sale of securities of any nature whatsoever, and ongoing monitoring of the Accounts subject to this Agreement;
 - (iii) give the Custodian (as defined below) and/or any such broker or dealer instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Client; and
 - (iv) to act on Client's behalf in all other matters necessary or incidental to the handling of the Account in the performance of conducting investment management services. Adviser will provide these services exclusively through its online platform (the "Platform").
- (b) Client acknowledges that the Accounts shall be managed in a manner consistent with the investment strategy established from time to time by Adviser, generally in accordance with algorithm-driven model portfolios that are internally constructed by Adviser using exchange-traded funds ("ETFs") with diversified exposure to multiple asset classes, including but not limited to domestic and international equities and fixed income. Client acknowledges that Adviser does not provide: (i) comprehensive financial planning services, and its Services are not a complete investment program; or (ii) tax, accounting or legal advice, nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans. Adviser will not be responsible for the proper diversification of all of Client's assets.
- (c) The performance of all Services is subject to Adviser's policies or procedures. In no event is Adviser obligated to take any action that Adviser believes would violate applicable federal or state law or the regulations of any regulatory or self-regulatory body or would otherwise present an unacceptable risk to Adviser.

2. Client Information

(a) Client confirms that all of the information it has provided to the Adviser, including

through the Platform, is true, accurate and complete in all respects. The Client agrees to notify the Adviser promptly of any change in information that may be relevant to its financial circumstances. Adviser will contact Client at least annually via the Platform, email or through any other means deemed appropriate, to request that it review the Account to determine whether it should be modified. The Client agrees to periodically review the information it has provided for accuracy and provide material updates promptly using the Platform. The Client acknowledges and agrees that Adviser relies on the information provided through the Platform to provide the Services subject to this Agreement. Adviser shall not be held responsible for any recommendations or investment decisions or the failure to make any recommendations or investment decisions if Client fails to inform Adviser of any changes in Client's financial situation, investment objectives, restrictions or any other factors that may be necessary and/or important to Adviser's provision of Services to Client.

- (b) The Client further acknowledges and agrees that Adviser shares some or all of the Client's information with the Custodian and that, subject to the terms and conditions of Client's agreement with the Custodian, the Custodian relies on such information to perform certain compliance functions including verifying the Client's identity for customer identification purposes and anti-money laundering purposes and confirming that U.S. firms like Adviser and Custodian are permitted to provide Client with services under applicable U.S. economic sanctions against various countries, individuals, and organizations.
- (c) Client agrees to permit Adviser to consult with, and to provide financial information to, Client's attorneys, accountants or other third-parties to the extent Adviser deems necessary or as directed by Client.
- (d) Client may make additions into an Account at any time, subject to Adviser's right to terminate the Account. Additions may be in cash or marketable securities of any kind, provided that Adviser and the Custodian reserve the right to decline to accept particular securities into the Account or impose a waiting period before certain securities may be deposited.

Fees

- (a) Client will pay an advisory fee of 0.30% of the Client's assets under management, or \$60 annually, whichever is greater (the "Fee"). The Fee includes the Services and the Custodian's fees for trade execution and account custody, but does not include the additional account and other fees set forth on Schedule A. The Fee also does not cover "mark-ups" and "mark-downs" that other broker-dealers may receive or "dealer spreads" that the Custodian or other broker-dealers may receive when acting as principal in certain transactions.
- (b) Except as otherwise agreed between the parties, all expenses incurred by a party hereto shall be the responsibility of such party, including, but not limited to, overhead, legal fees, accounting fees, auditing fees, taxes and other professional expenses.
- (c) The Fee is billed monthly in arrears based on the average daily balance of the Account. If the Client's account balance is less than \$1,000 at the close of any day for a given billing cycle, the Adviser will waive the Fee for that billing cycle.
- (d) Client authorizes Adviser to instruct the Custodian to deduct the Fee and all other applicable charges from the Account on or following the date they are payable unless otherwise instructed by Client and in accordance with applicable law. Client is responsible for ensuring that the amount of any debit is correct by reviewing their Custodian statement. The Custodian may withhold any tax to the extent required by law, and may remit such taxes to the appropriate governmental authority.

- (e) Client may terminate this Agreement within five (5) business days of Adviser's acceptance of this Agreement without penalty.
- (f) Mutual funds, ETFs, collective investment funds, separately managed accounts and other investment products also charge internal management fees and performance fees, which are disclosed in the applicable prospectus or other similar disclosure document. Such charges, fees and expenses are exclusive of and in addition to Adviser's Fee. To the extent Assets are invested in securities of investment companies, the Account will bear indirectly a proportionate share of the expenses of such investment companies, including operating costs and administrative fees that are exclusive of and in addition to Adviser's Fee.

4. Custodial Arrangements and Execution of Transactions

- (a) Nothing in this Agreement shall be deemed to give Adviser custody of the Assets, except to the extent Adviser is authorized to withdraw the Fee. The Assets shall be custodied by Alpaca Securities, LLC, a broker-dealer registered with the SEC that is a member of the Financial Industry Regulatory Authority (FINRA), or any successor custodian as agreed to by the parties from time to time (the "Custodian"). The provision of the Services is subject to Client completing all account opening documents necessary to open the Account, including brokerage account applications provided by the Custodian, which is subject to Custodian's discretion and onboarding processes, including verifying the Client's identity for customer identification and anti-money laundering purposes. The provisions of this Agreement supplement and should be read in conjunction with these brokerage account opening documents. In the event of a conflict between this Agreement and the brokerage account opening documents, this Agreement shall govern with respect to Adviser's management of the Account.
- (b) The Custodian will produce for the Client itemized account statements, including all debits, credits and transactions in the Assets and including the current value of all Account holdings. The Client will authorize the Custodian to send to Adviser copies of all monthly statements, confirmations, and other reports and information that the Custodian may send to the Client. Client should review account trade confirmations and statements promptly upon receipt.
- (c) When executing portfolio transactions for the Assets, Adviser may, but shall not be obligated to, aggregate purchases or sales of any security, instrument or obligation effected for the Assets with purchases or sales, as the case may be, of the same security, instrument or obligation effected on the same day through the same executing broker for the accounts of one or more of Adviser's other clients if, in Adviser's reasonable judgment, such aggregation will result in an overall economic benefit to Client, taking into consideration the selling or purchase price, brokerage commissions and other expenses and trading requirements. When transactions are so aggregated, (i) the actual prices applicable to the aggregated transaction will be averaged, and the Account and each other account participating in the aggregated transaction shall be deemed to have purchased or sold its share of the security, instrument or obligation involved at such average price, and (ii) all transaction costs incurred in effecting such an aggregated transaction shall be shared on a pro rata basis among all accounts (including the Account) participating in such aggregated transaction. An order that is not aggregated with one or more other client orders may be executed at a less favorable price and incur greater transaction costs than an aggregated order.
- (d) The Custodian will produce the statements, confirmations, and/or other information related to the Accounts. It will be the Adviser's responsibility to ensure that these documents are provided to the Client through the Adviser's platform. The Adviser will not provide separate confirmations, account statements, or other reporting.

- (e) Valuation of the Assets will be conducted by the Custodian or, in certain circumstances, will be based on information from other third-party sources, consistent with Adviser's valuation policies and procedures in effect from time to time. If no information is provided to Adviser about the original cost of a security from Client, the market value of the security on a date set by Adviser may be used in lieu of original cost in certain circumstances.
- (f) Adviser does not accept the authority or responsibility for voting proxies with respect to any Account subject to this Agreement. Client will retain sole and absolute authority and responsibility for voting any and all proxies issued in connection with the securities held in the Account at the Client's own expense.

5. Standard of Care; Indemnification

- (a) Nothing in this Agreement shall serve as a waiver or limitation of any rights that Client may have under the Advisers Act (including for a breach of the fiduciary duty Adviser owes to Client under the Advisers Act) or any other federal or state securities laws.
- (b) Client acknowledges that Adviser's investment recommendations and decisions are subject to various market, currency, economic, political and business risks, and that Adviser's investment decisions may not always be profitable. Client agrees that Adviser, its affiliates, and any of its affiliated persons shall not be liable to Client or any other person for losses in the Account, except to the extent determined by a court or arbitrator of competent jurisdiction to have resulted from that entity's own willful misfeasance, bad faith, or reckless disregard of its obligations as set forth in this Agreement or under applicable law. Additionally, Adviser shall not be liable for any act or failure to act by Client's custodian, broker-dealer or other third party.
- None of Adviser or any officer, director, employee, agent or member of Adviser or any affiliate of any such person (collectively, the "Indemnified Parties"), shall be liable, responsible or accountable in damages or otherwise to Client, or any employee, member, partner, beneficial owner, shareholder or other controlling person of Client, for any claims, losses, damages, liabilities or expenses (including attorneys' fees, court costs and costs of investigation and appeal) (collectively, "Damages"), suffered or incurred by reason of, or arising from, or in connection with, the operations, business or affairs of, or any actions taken by such Indemnified Party or failure by it to act on behalf of, Client or in furtherance of the interests of Client, except to the extent that the Damages have been caused by an Indemnified Party's fraud, gross negligence, or willful misconduct. Client acknowledges and agrees that Adviser shall not be liable for any loss, delay, or interruption in the provision of Services due to system outages, cybersecurity breaches, or other technological failures caused by third-party vendors, infrastructure providers, or the Custodian, provided that Adviser has exercised reasonable care in selecting and overseeing such third parties. Adviser shall also not be liable for unauthorized access, hacking, or data breaches affecting Client's Account or personal information, except to the extent such loss is the result of Adviser's gross negligence, willful misconduct, or fraud. Notwithstanding anything herein to the contrary, no Indemnified Party shall be liable, responsible or accountable in damages or otherwise to Client for any Damages suffered or incurred by reason of, or arising from, or in connection with: (i) the negligence of brokers or other agents of Adviser, provided that such brokers or agents are selected and monitored by Adviser with reasonable care; or (ii) trade errors that may result from ordinary negligence. To the fullest extent permitted by law, Client shall indemnify each of the Indemnified Parties against any Damages suffered or incurred by any such Indemnified Party by reason of, or arising from or in connection with, the operations, business or affairs of, or any action taken by it or failure by it to act on behalf of, Client, except to the extent the Damages have been caused by the fraud, gross negligence or willful misconduct of an Indemnified Party that causes harm to Client.

- (d) The Indemnified Parties shall be entitled to rely in good faith on the advice of counsel, public accountants or other independent experts, selected with reasonable care and experienced in matters of the nature at issue, and any act or omission of such person in good faith pursuant to such advice shall in no event subject such person to liability to Client and, accordingly, such reliance by a person shall not constitute fraud, gross negligence or willful misconduct.
- (e) Client will be liable for any and all federal, state, local or other taxes, or other government charges, with respect to or arising out of the Account.
- (f) The provisions of this Section shall survive any termination of this Agreement for any reason whatsoever.

Confidential Information.

- (a) Adviser, on the one hand, and Client, on the other hand, shall take commercially reasonable measures to safeguard the secrecy and confidentiality of all confidential and proprietary information of the other party ("Confidential Information") and shall not disclose any Confidential Information to any third party except:
 - (i) information that, at the time of disclosure, is part of the public knowledge or literature that is readily accessible to such third party;
 - (ii) information required by law to be disclosed;
 - (iii) as otherwise may be consented to by such other party or permitted by the terms of this Agreement; or
 - (iv) to the extent deemed necessary or expedient by Adviser, Adviser is hereby directed and authorized to disclose Client's Confidential Information and other Account information (including account and routing numbers and contribution elections) to: (1) the Custodian, (2) Crecer Connect, LLC ("Crecer Connect"), if Client or third party administrator utilizes Crecer Connect's payroll management and related administration services, and (3) the Client's employer, in each case to the extent permitted by applicable law.
- (b) The parties acknowledge that any breach of the foregoing shall cause irreparable harm to the party whose information is at issue, and that such harm would be difficult, if not impossible, to value. In view of the foregoing, in addition to any other remedies available in law or in equity, in the event that there is a breach of this Section 6 with respect to any party, such party shall be entitled to injunctive relief.

7. Client Representations and Warranties

- (a) Client represents and confirms that: (i) Client or the person(s) executing this Agreement on behalf of the Client has full power and authority to enter into this Agreement on behalf of Client and to give instructions with respect to the Account; (ii) the terms of this Agreement do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise; and (iii) this Agreement has been duly authorized and will be a legal, valid and binding obligation of the Client in accordance with its terms.
- (b) Client represents that it is authorized to grant authority to Adviser to provide the Services contemplated in this Agreement under the terms of a governing instrument of the applicable retirement

plan for the Account (the "<u>Plan Documents</u>") and/or under any applicable law, and that the Services provided under this Agreement are authorized by such Plan Documents and applicable law. The Client agrees that it will promptly notify Adviser of any amendments to the Plan Documents or any other change in facts or circumstances that would affect the representation, warranty and agreement set forth in the preceding sentence. Client represents that the management of the Account under the terms of this Agreement is consistent with any such Plan Documents and/or Client's rights according to law.

- (c) Client acknowledges that additional laws, regulations and other conditions apply to retirement accounts, including individual retirement accounts that are subject to the Internal Revenue Code of 1986, as amended (the "IRC"). Client agrees to provide Adviser with a list of any persons or entities that Client considers to be a "disqualified person", as that term is defined in Section 4975 of the IRC. Client agrees to provide Adviser an updated list promptly whenever a new person or entity becomes a "disqualified person."
- (d) Client understands that transactions in the Account may give rise to tax liability for which the Client is responsible. In addition, Client agrees that it: (i) is solely responsible for determining whether Client's election to withdraw all or a portion of the Assets from the Account will result in the imposition of withdrawal penalties or taxes, and (ii) is solely responsible for any penalties or taxes caused by or related to Client's request to take a distribution or Client's failure to take a required distribution.
- (e) Client represents that the Assets do not constitute assets of an employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA")), whether or not subject to Title I of ERISA.
- (f) Client represents that it is the owner of the Assets and that there are no restrictions on the transfer, sale, or public distribution or ownership of any such Assets by Client, and no option, lien, charge, security, or encumbrance exists or, due to any act of omission of Client, will exist over any of the Assets, except for any lien or security interest held by the Custodian or its affiliates unless notified in writing and accepted by Adviser.
- (g) Client acknowledges the receipt of a copy of Adviser's most recent Client Relationship Summary (Form ADV Part 3), Form ADV Part 2A Brochure, Form ADV Brochure Appendix 1, and Privacy Policy.
- (h) Client acknowledges that Adviser is not a law firm or a public accounting firm and therefore will not prepare legal documents or provide legal or accounting advice. Adviser shall not be responsible for the safekeeping of any cash or securities, which is the responsibility of Custodian. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any right that Client may have under those laws.
- (i) Client understands that all trading in the Account is at Client's risk and that the values of the Assets in the Account are subject to a variety of factors, such as the liquidity and volatility of the securities markets. Client understands that investments in the Account are subject to the risks associated with investing in funds and other securities and will not always be profitable. Adviser does not guarantee the results of the Services, or that the objectives of the Account will be met.
- (j) Certain transactions in a Client's Account may trigger reporting requirements for Client. Client acknowledges that Client is solely responsible for complying with any applicable reporting requirements and that Adviser and its affiliates shall not be responsible for any such reporting requirements.

- (k) Client acknowledges that any advice Adviser gives pursuant to this Agreement is limited to the Assets. and does not necessarily take into consideration any other assets owned by Client or information not provided to Adviser.
- (l) Client acknowledges that Adviser provides investment advisory services to other clients. Adviser may give different advice or take different action for any other client or account, including its own accounts or those of its affiliates, than the advice Adviser gives or action it takes for the Account. Client further acknowledges that in the course of its other activities, Adviser and its affiliates may acquire confidential or material nonpublic information. Adviser will not be free to divulge to Client, or to act upon, such information.
- (m) Client acknowledges that Adviser shall not be liable for losses caused directly or indirectly by suspension of trading, wars, civil disturbances, terrorism, strikes, natural calamities, labor or material shortages, government restrictions, acts or omissions of exchanges, specialists, markets, clearance organizations or information providers, delays in mails, delays or inaccuracies in the transmission of orders or information, governmental, exchange or self-regulatory organization laws, rules or actions, or any other cause beyond Adviser's control that may prevent or delay the performance of Adviser's obligations.
- (n) Client understands and acknowledges that Adviser may utilize, in certain cases, an investment strategy for the Account that seeks investments that are long-term in nature and result in a lower number of transactions than other strategies. In such cases, Client understands that Client will continue to pay the full Fee on all Assets held in the Account (including cash, if applicable) regardless of the number of transactions incurred in the Account.
- (o) Client understands and acknowledges that Adviser is subject to various conflicts of interest, including in connection with Adviser's affiliate, Crecer Connect, and the Client has read and understood Adviser's Form ADV Part 2A Brochure, including the conflicts of interest disclosure. Specifically, Client acknowledges: (i) that it is aware of Crecer Connect's paid referral program whereby Crecer Connect offers compensation to third parties for referrals of small businesses and their employees or individuals for Crecer Connect's payroll management and related administration services; (ii) that Client and/or its employer may have been solicited to use Crecer Connect's services by such third parties that were compensated by Crecer Connect, which presented a conflict of interest; and (iii) that Crecer Connect, as an affiliate of Adviser, has an incentive to refer its customers to Adviser for Adviser's advisory services.
- (p) The Assets were not and are not directly or indirectly derived from activities that may contravene federal, state or international anti-money laundering laws. Client acknowledges that Adviser and Custodian will ask Client to provide certain required identification information for customer identification and anti-money laundering purposes. If Adviser and/or Custodian cannot verify Client's identity, or if Adviser deems it necessary or advisable to do so to comply with applicable law, Adviser may without prior notice to Client refuse to provide the Services to an Account, coordinate with the Custodian to restrict or close an Account, refuse to accept instructions from Client, and/or terminate this Agreement. In the event that the Account is restricted or closed, Client shall remain responsible for the liabilities and obligations arising from transactions initiated prior to the closing of the Account. Client agrees that Adviser shall not be liable for any losses or damages Client may incur, including, without limitation, lost opportunities, in the event the Account is restricted or closed pursuant to this paragraph.
- (q) Client acknowledges receipt of Adviser's Terms of Service via the Platform, which apply to the Platform and Client's use of the Services offered through the Platform contemplated hereunder and

agrees to adhere to the Terms of Service throughout the duration of this Agreement.

8. Amendments

- (a) Adviser shall have the right to amend the Agreement upon written notice to Client. If Client does not provide written notice of its objection to the amendment within thirty (30) days from the date of Adviser's notice of amendment of the Agreement, Client will be deemed to have consented to such amendment. Amendments shall become effective thirty (30) days from the date of notice unless Client objects to such amendment.
- (b) If any provision of this Agreement is or becomes inconsistent with any applicable law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed rescinded or modified to the extent necessary to comply with such law. In all other respects this Agreement will continue in full force and effect.

9. Assignment and Termination

- (a) This Agreement will bind and be for the benefit of the parties to this Agreement and their successors and permitted assigns. This Agreement may not be assigned (as defined in the Advisers Act) by either party without the prior written consent of the other Party; provided, however, that (i) Client acknowledges and agrees that transactions not resulting in a change of actual control or management of Adviser shall not be considered an assignment pursuant to the Advisers Act; and (ii) if Client consent is required, Adviser may provide written notice and at least thirty (30) days to review, and if Client does not affirmatively decline or object, Client will be deemed to have consented.
- (b) This Agreement may be terminated by either Party at any time upon thirty (30) days advanced written notice. Client acknowledges and agrees that, upon termination of this Agreement: (i) Client will be deemed to have simultaneously terminated its agreement with the Custodian (unless otherwise agreed to by the Custodian), (ii) the Custodian will, before closing the Account, settle any pending sales or purchases and deduct any outstanding fees, (iii) Client is responsible for interacting directly with the Custodian to determine next steps after the termination of this Agreement, including to withdraw the Account Assets or transfer them to another custodian, and (iv) Adviser will have no further obligation to act, monitor any remaining assets and securities in the Account, or advise Client on those assets and securities.

10. Governing Law; Venue

To the extent Federal law does not apply, this Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to any choice of law rules that would result in the application of the law of any other jurisdiction, except to the extent that the laws of the State of California are preempted by applicable federal law (including without limitation the Advisers Act). The parties agree to submit to the exclusive jurisdiction of any court sitting in San Francisco, California, with respect to matters arising out of or relating to this Agreement

11. Notices

(a) The provision of the Services is conditioned on the Client's agreement to receive all notices, documents, and other information related to Account and investments electronically through the platform at the email address provided by the Client. Client agrees and consents to have Adviser deliver or make available electronically through the Platform all current and future agreements, agreement amendments, deliveries and offers of all disclosure documents (including but not limited to Form ADV

- Part 3, Form ADV Part 2A Brochure, Form ADV Brochure Appendix 1, Adviser's Privacy Policy, etc.) letters, regulatory communications and other information, documents, data, records and reports related to the Account. Electronic communications may include email delivery and/or electronic communications via the Platform. Client agrees that when Adviser sends these email and other electronic communications to Client through the Platform that they constitute delivery to of such information or documents, even if the Client does not actually access the information or documents on the Platform.
- (b) Client agrees to maintain and monitor a working email address and to update account information immediately if the email address or other contact information changes. Client understands that there are risks associated with electronic delivery of information, including the risk of system outages or interruptions, which may, among other things, inhibit or delay Client's receipt of information. Adviser will not be liable for any interception by any third party of the information transmitted electronically. Client acknowledges that it is his or her responsibility to immediately review communications delivered via email to the email address provided to Adviser. At its discretion, Adviser may still choose to send any correspondence in hard copy format. Client may revoke Client's consent to email and electronic delivery at any time by providing advance written notice to Adviser. If Client withdraws this consent to receive communications electronically, Adviser will provide the required documentation in hard copy format but reserves the right to close Client's Account.

12. Execution of Agreement

- (a) The Client's intentional action in electronically signing this Agreement is valid evidence of its consent to be legally bound by this Agreement. The use of an electronic version of any documents fully satisfies any requirement that they be provided to Client in writing.
- (b) The Client is solely responsible for reviewing and understanding all of the terms and conditions of these documents. The Client accepts as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Agreement on the Platform. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form.
- (c) The Client agrees to not contest the admissibility or enforceability of Adviser's electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of the Agreement.

13. Arbitration

To the extent not inconsistent with applicable law, this Agreement contains a pre-dispute arbitration clause. Client understands that this agreement to arbitrate does not constitute a waiver of the right to see a judicial forum where such waiver would be void under the federal securities laws. By executing an arbitration agreement, the Parties agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Francisco, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Arbitration under this Section shall be initiated by written demand for arbitration specifying the controversy or claim on which arbitration is sought, as well as the relief requested. All Parties to this Agreement are giving up the right to sue each

other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

Arbitration awards are generally final and binding and a Party's ability to have the courts 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.

Adviser and Client agree that, to the maximum extent permitted by law, each may bring claims against the other only in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding, whether in arbitration or in any court. Further, unless both Client and Adviser agree otherwise, an arbitrator or judge may not consolidate the claims of more than one Client and may not otherwise preside over any form of a representative or class proceeding.

By executing this Agreement, Client and Adviser agree that controversies arising under or relating to this Agreement or any activity between Client and Adviser, its predecessors, and any of their respective successors, assigns, and any of their directors, employees, and any other control persons and any of their agents, whether arising prior to, on or subsequent to the date hereof, shall be determined by arbitration. The award of the arbitrators, or the majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

* * *

By checking the "Accept" checkbox, Client acknowledges that they:

- 1. have read, understand and agree with all of the terms and conditions set forth in this Agreement;
- 2. have received and read Adviser's Form ADV Part 2A Brochure, Form ADV Brochure Appendix 1, Form ADV Part 3, Privacy Policy, and the Platform's Terms of Service; and
- 3. understand that checking "Accept" is the legal equivalent of manually signing this Agreement, and that Client will be legally bound by its terms and conditions.

Schedule A

The following fees and changes will apply and are not covered by the Adviser's Fee:

Account
Correction
ransaction per account
ansaction
ansaction
ansaction
ll or partial ACAT
1

\$0 / full or partial ACAT

ACATS Transfers (Inbound)