

# Streetbeat LLC Advisory Agreement

This Advisory Agreement (the “Advisory Agreement” or “Agreement”), which is entered into by you (“you” or the “Client”) and Streetbeat LLC (“Adviser”, “we” or “our” and together with you, the “Parties” and each, a “Party”), a registered investment adviser registered with the United States Securities and Exchange Commission (“SEC”), sets forth the terms and conditions under which the Adviser offers the investment advisory services described below (the “Services”).

The Adviser offers non-discretionary investment advisory Services through its website at [www.streetbeat.com](http://www.streetbeat.com) (the “Website”) and as a mobile application (the “App” and together with the Website, the “Investment Platform”). To use our Services, you must agree to the provisions of this Advisory Agreement, including all related documents referred to in this Advisory Agreement. This Advisory Agreement is effective on the date you indicate your acceptance electronically as outlined in Section 22.

By 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. Clicking that you accept has the same legal effect as signing a paper version of this Advisory Agreement.

**YOU MUST READ AND CONSIDER THIS ADVISORY AGREEMENT CAREFULLY AND CONTACT ADVISER TO ASK ANY QUESTIONS YOU MAY HAVE BEFORE ENTERING INTO THIS ADVISORY AGREEMENT.**

**THIS ADVISORY AGREEMENT CONTAINS AN ARBITRATION PROVISION. SEE SECTION 14 FOR AN IMPORTANT NOTICE CONCERNING YOUR RIGHTS.**

PLEASE NOTE: This Advisory Agreement creates a binding contract between you and Streetbeat LLC. Please review the Advisory Agreement and all related documents carefully. Contact us at [info@streetbeat.com](mailto:info@streetbeat.com) if you have any questions.

## **1. Services Description**

The Services are intended for use by individual investors as well as business accounts. When you open an account with us (“Investment Account”), you will be able to access the Investment Platform through either the App or the Website. The Investment Platform provides you with investment advice in the form of certain recommended single stocks and exchange-traded funds presented to you as investment strategies (“Strategies” and each, a “Strategy”), specifically tailored and designed for you based on your investment profile. The investments offered through the Platform only include various publicly traded securities, such as exchange-traded funds (“ETFs”), and shares of stock of publicly traded companies (“Single Stocks” and together with ETFs, “Investments”). Each Strategy will be comprised of Single Stocks or ETFs. The Strategies are developed by Streetbeat’s proprietary algorithmic model (the “Model”) that aggregates and utilizes various datasets that change over time and processes them with AI to provide indications on certain stock trends and behaviors. These datasets encompass a range of financial analysis factors, market conditions, and operational aspects related to company

stocks, among other considerations.

As part of your onboarding, you will complete a suitability questionnaire ("Suitability Questionnaire") and provide information regarding your financial situation, investment objectives, risk tolerance, and investment time horizon ("Client Information"). The Model then uses the Data and the information provided in your Suitability Questionnaire to provide tailored Strategies. Strategies created by the Model are updated on a daily, weekly, or monthly, depending on the specific Strategy.

Our Services are offered solely on a non-discretionary basis, which means that you have the sole discretion to decide whether to accept or reject our recommended Strategy or individual Investment. Provided that, Streetbeat will be given limited discretionary authority as described below. The Strategies we recommend to you rely on the information provided by you in the Suitability Questionnaire. We do not capture or consider any additional information not covered in the Suitability Questionnaire in providing our investment recommendations. You are advised to promptly update your Client Information on the Suitability Questionnaire if there are any changes to your financial situation or financial goals.

You have the option to purchase any of the Strategies or Investments presented to you on the Platform. When you choose to purchase a Strategy, you will choose to allocate a specific amount of funds towards the purchase of the Strategy. The decision to purchase a Strategy and allocate funds to the purchase is solely at your discretion. Once you have decided to allocate funds towards and purchase a Strategy, Streetbeat will then obtain limited discretionary authority to allocate your funds to the specific Investments that make up the Strategy based on your risk tolerance, investment goals and other information provided by you in the Suitability Questionnaire. Additionally, Streetbeat will obtain limited discretionary authority to rebalance the allocated positions in the Strategy, from time to time. In some scenarios, Streetbeat will close certain Strategies and they will be unavailable for investment. If Streetbeat closes a Strategy, you will be provided with notice and your positions will be liquidated back into your Investment Account. In order to sell your position in a Strategy, you can reduce your allocated investment position to zero during market hours. When you reduce your investment position to zero, Streetbeat will obtain limited discretionary authority to sell and close out of your position in the Strategy during the next trading day at a time that the Model determines is optimal.

You acknowledge that, based on the Client Information provided in the Suitability Questionnaire, the Data, and the investment advisory methodology implemented and applied by the Model, the Strategies and Investments comprise the investment advice that the Adviser provides to you. However, you agree that there is no guarantee, representation, warranty, or covenant that the Strategies or Investments that make up the Strategies will perform better over any time period than any other portfolio, instrument and/or investment or combination thereof made available through the Investment Platform or otherwise available in the market.

You are solely responsible for evaluating the merits and risks associated with any securities investments made through the Investment Platform. We do not provide any investment advice

other than as outlined in this Advisory Agreement. Our services are provided solely through the Investment Platform. We do not provide investment advice in person, over the telephone, or through any other medium. We do not provide any legal, accounting, or tax advice.

You hereby understand and agree that the Investment Platform: (a) is not a complete investment program; (b) does not account for multiple goals; (c) does not consider outside assets, concentration, debt or other accounts you may have with any third party; (d) has limits on underlying instruments; (e) is not suitable for all investors; and (f) relies on the information provided by the Client, including the accuracy thereof, in providing investment advice, and does not verify the completeness or accuracy of such information.

You will need to open a brokerage and clearing account (“Customer Account”) with Alpaca Securities, LLC (the “Custodian”) and provide non-discretionary trading authority over that account to us. If permitted, based on the information provided in your Suitability Questionnaire, you may be offered the option to trade with margin through your Customer Account with Alpaca. You will be required to opt-in to margin trading through the Platform. All margin will be provided by Alpaca and not Streetbeat. Investments in your Investment Account are held in separate account(s), as explained further below, in the name of the Client at the Custodian, and not with the Adviser. The Custodian will provide custody, clearing, and settlement services for your account. All account opening functionalities, including identity verification and approval, are handled electronically by the Custodian. The Custodian shall provide all brokerage services to you. Accordingly, you must agree to the terms of the Custodian’s Customer Account Agreement to establish an account with Custodian. The Custodian reserves the right to reject any account application for any reason whatsoever. Each account agreement with the Custodian will grant Streetbeat the authority to manage each Client’s Investment Account on a non-discretionary basis, seeking a Client’s authorization for each trade, provided that Streetbeat be given the limited discretionary authority to allocate Client funds to Investments in Strategies, and to rebalance positions from time to time.

The Custodian is generally responsible for: (i) maintaining and recording transactions in cash and securities in your Investment Account; (ii) sending orders placed by us for execution, clearance, and settlement; and (iii) providing you with statements, confirmations, other required documentation, and other information about your Investment Account and transactions therein.

Third Party Brokerage. You may elect to link a third-party brokerage account (“Third-Party Broker”) as an alternative to Alpaca, Streetbeat’s Custodian. You will be able to either i) open a brokerage account with Alpaca and accept the terms of the Alpaca Customer Agreement, or ii) link a third-party brokerage account. Streetbeat currently supports a limited number of third-party brokerage accounts. **If you choose to use a third-party brokerage account will not receive full access to the Advisory Services.** Specifically, if you choose to use a third-party brokerage account, you will not have the ability to make deposits or withdrawals, or invest in Single Stocks. Rather, you will only receive recommended Strategies and the ability to use the Strategy Generation feature. If you use a third-party brokerage account, you will remain subject to the terms and conditions of any agreement between you and your third-party brokerage provider, and your third-party brokerage provider will handle all execution, clearance

and settlement for transactions, as well as deposits, withdrawals, statement delivery, and other custodial functions.

You acknowledge that neither the Adviser nor any investment service provider engaged by the Adviser is responsible for the obligations of the Custodian or any successor custodians and that the Adviser and the Custodian have separate agreements with you that allocate separate sets of rights and obligations between you and the respective entity.

The Adviser further reserves the right, in its sole discretion from time to time, upon providing prior notice to Clients, to engage any investment service provider from which the Adviser may obtain any or all Investments, change any such investment service provider and make additional investment service providers available through the Investment Platform.

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

You acknowledge, understand and agree that:

- a) The Adviser does not provide investment advice other than the investment advice described in this Section 1;
- b) The Adviser will provide investment advice and deliver the advisory services solely through the Investment Platform;
- c) Through our Services, you will not receive investment advice in person, over the phone, in live chat, or in any other manner other than through the Investment Platform;
- d) You will not be entitled or able to hold securities in your Investment Account other than the investments that are offered through the Investment Platform.

THE CLIENT AGREES TO READ AND UNDERSTAND ALL MATERIALS PROVIDED TO CLIENT BY THE ADVISER IN CONJUNCTION WITH CLIENT PARTICIPATION ON THE INVESTMENT PLATFORM AND TO UNDERSTAND ALL OF THE LIMITATIONS, FUNCTIONS AND TERMS OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE STRATEGIES AND SUBSCRIPTION TIERS.

## **2. Trading Authority and Your Instructions**

You acknowledge that the Services are entirely non-discretionary and that the Adviser provides an investment advisory program and not a self-directed brokerage service. The Adviser does not have the authority to manage your Investment Account on a discretionary basis, other than the limited authority to allocate your funds to Investments in Strategies and to and to rebalance positions from time to time, and does not trade in your Investment Account except at your direction, and in accordance with certain Strategies including rebalances. The Investment Platform provides recommendations to you and you are solely responsible for implementing such recommendations. You are responsible for directing purchases and sales of Strategies and individual Investments. Clients are not required to implement or accept the Adviser's investment

advice and should carefully review all of the information provided by the Platform and in the relevant ETF prospectus, as applicable, before investing.

We have discretion over your Investment Account to the limited extent that we have the authority to determine:

- the Investments available in the Strategies;
- the procedures used in trading and allocating your funds to Investments in a Strategy;
- the timing of purchases of securities in your account in relation to deposits;
- the timing of sales and withdrawals in relation to requests for withdrawals or transfers;
- the action taken in response to a corporate action related to securities held in your Investment Account, provided that no proxy is required to do so and the action taken by us is deemed to be in your best interest;
- the timing of Investment Account rebalances

### **3. Brokerage and Custody**

By using the Investment Platform, you authorize and direct us to place all trades in your account through the Custodian, or in the case that you choose to use a Third-Party Broker, you direct us to send all orders to your Third-Party Broker. All orders to purchase or sell securities are made by you through the Investment Platform. No other method exists for placing orders for transactions. All orders are placed in a queue and executed during normal market hours. We have discretion over the timing of execution of all orders.

By entering into this Advisory Agreement, you authorize and instruct the Adviser to place 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 Investment Account may be combined with orders for purchases or sales of securities in other accounts held at the Adviser and/or with purchases or sales of securities by the Adviser into larger orders for aggregate transactions for each applicable security in the Investment Account. If your purchase or sale is included in an aggregated order you will participate at the average share price for transactions in the aggregated order.

We may transmit or help facilitate your requests for withdrawals or transfers to the Custodian. We will have no authority to initiate any withdrawal or otherwise to transfer any securities or money out of your Investment Account other than pursuant to Section 4 below in connection with the termination of your Investment Account. If using a Third-Party Broker for brokerage and custody, your funds and securities will be held by the Third-Party Broker and all deposits, withdrawals, transfers or other brokerage account functionalities will be facilitated by the Third-Party Broker and subject to any agreements in place between you and the Third-Party Broker.

You retain sole ownership of your Investment Account, including the right to withdraw securities or cash, exercise or delegate proxy voting, take action directly as a security holder against the issuer of any security in your Investment Account, and receive transaction confirmations. You

may make deposits and withdrawals at any time, subject to any maintenance requirements of the Custodian.

#### **4. Termination**

You may terminate this Advisory Agreement at any time for any reason by contacting us at [deleteaccount@streetbeat.com](mailto:deleteaccount@streetbeat.com). We may terminate this Advisory Agreement at any time for any reason by sending you a notice of termination by email or other means of notification via the Investment Platform. We may terminate this Advisory Agreement immediately and without notice if you breach the terms of this Advisory Agreement.

Upon the termination of this Advisory Agreement, your Investment Accounts will be deemed to be simultaneously terminated. Upon termination, you authorize us to instruct the Custodian to sell all shares in your Investment Account and any distributions generated by such shares following such request, and to send the cash to the bank account linked to your Investment Account. If you request that shares be transferred to another custodian or broker-dealer, we 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; (ii) the fees charged for processing the in-kind transfer to another custodian or broker-dealer; and (iii) any other fees due.

Upon termination of this Advisory Agreement, we may immediately deactivate your Investment Account and bar any further access to the Investment Platform, except as we may otherwise provide from time to time.

Your death or incapacity shall not terminate any authorizations you grant to us in this Advisory Agreement until we receive written termination notice thereof from your executor, guardian, attorney-in-fact or other authorized legal representative.

Unless otherwise provided by applicable law (including, without limitation, any non-waivable right or remedy you have under applicable federal or state securities laws), you understand and agree that the termination of this Advisory Agreement is your sole right and remedy with respect to any dispute with us, including, without limitation, any dispute related to, or arising out of: (i) any terms of this Advisory Agreement or our enforcement or application of this Advisory Agreement; (ii) any of our practices or policies or our enforcement or application of these policies; (iii) the content available through the Investment Platform or any change in content provided through the Investment Platform; (iv) your ability to access and/or use the Investment Platform; or (v) the amount or types of our fees or charges, surcharges, applicable taxes, or billing methods, or any change to our fees or charges, applicable taxes, or billing methods. If the limitation on remedies described above is not enforceable in whole or in part for any reason, in no event will our total aggregate liability for any claims, losses, or damages relating to this Advisory Agreement or the Investment Platform, whether in contract or tort, including negligence, will not exceed the greater of (a) the total amount received by us from you during

the six-month period prior to the act, omission or occurrence giving rise to such liability, or (b) \$50, even if either Party has been advised of the possibility of such claim, loss, or damage; provided, however, that such limitation shall not apply if a greater recovery is required pursuant to non-waivable provisions of applicable securities laws. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

## **5. Fees**

For the provision of Advisory Services, we charge a monthly subscription fee (the “Fee”). Our Fee may change depending on if you choose to be billed monthly or annually. Please see our [Fee Schedule](#) for more information on the Fee that you will be charged and the manner in which you will be charged.

We deduct the Fee from your primary funding source linked in your Account(s) (“[Linked Funding Source](#)”). Your Linked Funding Source may be a linked bank account or credit or debit card. If the payment fails, we will deduct the Fee from your Account held with the Custodian. Upon entering into this Agreement with us to manage your Account(s), you will grant us this limited authority to deduct this Fee from either the Linked Funding Source or your Account with the Custodian.

Specifically, you will authorize and direct us to instruct the Custodian to deduct the Fee directly from your custodial accounts with Alpaca, or charge the Linked Funding Source on the Account, and pay that Fee to us. In situations where you do not have enough cash in your Account, or the Linked Funding Source is not active, you will authorize us to instruct the Custodian to deduct the Fee from your Account by instructing Alpaca to deduct such Fee from the assets in your Account, including by selling (liquidating) a sufficient amount of holdings to cover the Fee.

Additionally, you may incur additional service fees from the Custodian for items such as ACH transfers, overdraft fees, paper statements or trade confirmations, or account transfer or termination fees. There may also be fees associated with ETFs, including fees charged by each ETF’s managers or other fees and expenses that are reflected in the price of ETF shares.

If using a Third-Party Broker, the Fee will still be deducted from the Linked Funding Source. However, if your payment fails or the Linked Funding Source is not active, Streetbeat does not have the ability to authorize your Third-Party Broker to deduct the Fee directly from your brokerage account, or to liquidate a certain amount of holdings in order to cover the Fee. Thus, if your payment fails or the Linked Funding Source is not active, you will be prompted to either i) resubmit the payment, ii) activate the Linked Funding Source, iii) hold the Strategy position on a non-discretionary basis, or iv) liquidate the Strategy position. If you choose to hold the position on a non-discretionary basis, you will still hold the Strategy, however, the Strategy will not be updated or rebalanced at Streetbeat’s discretion, and your Strategy position will be passive until payment of the Fee is made.

Please see our Fee Schedule [here](#) for a description of the fees you should expect to pay as a customer of Us. You should review all fees charged to fully understand the total amount of fees they will pay. You may obtain the current schedule of such fees and services through the

Investment Platform or by sending an email to [info@streetbeat.com](mailto:info@streetbeat.com). Please also note that the



Custodian, Alpaca, imposes additional services fees, including interest on margin accounts. Please see Alpaca's fee schedule [here](#).

Additionally, it is your responsibility to determine whether direct or indirect local, state, federal, or foreign taxes, levies, duties or similar government assessments of any nature, including value-added, use, or withholding taxes may be assessed with respect to your Investment Account. You understand and acknowledge that the Adviser does not provide advice with respect to taxes.

## **6. Notices and Communication; Consent to Electronic Delivery**

By accepting this Advisory Agreement, you are providing your consent for us to provide communications to you electronically to the email associated with your Investment Account, or by posting on the Investment Platform. By agreeing to electronic delivery, you are giving informed consent to electronic delivery of all Account Documents, as defined below, other than those you have specifically requested to be delivered in paper form. "Account Documents" include notices, disclosures, current and future account statements, regulatory communications (such as privacy notices), trade confirmations, and any other information, documents, data, and records regarding your Investment Account and the Services (including amendments to this Agreement) delivered or provided to you by the Adviser and any other parties. You agree that you can download, save, or print any Account Documents you receive via electronic delivery for your records.

All communications sent to you by either of these methods will be treated as if they were given to you personally, whether or not you receive or read them. You agree that you have the necessary hardware, software, mobile applications, or other technology required to receive and review communications, including internet access and a valid email address. You agree to promptly update your email address if it changes.

## **7. Proxies and Legal Proceedings**

We will not vote proxies on your behalf. Additionally, we will not be required to take any action or render any advice with respect to voting of proxies solicited by or with respect to the issuers of securities held in your Investment Account. We will not take any action or render any advice, or otherwise be responsible, with respect to any securities held in or formerly held in your Investment Account, which are named in or subject to legal proceedings, including bankruptcies or class action lawsuits.

## **8. Investment Risks and Risk Acknowledgment**

All investments involve a certain amount of risk and losses are possible, including the potential loss of all amounts invested. Past performance does not indicate future performance. We do not guarantee that you will meet your financial goals and objectives by using our Services. Not all investments are suitable for all investors. ***Any investment in securities involves the possibility of financial loss that you should be prepared to bear.***

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

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

You acknowledge, understand and agree that:

- a) Investing in securities involves risk of loss, potentially significant, that you should understand and be prepared to bear.
- b) The Adviser does not guarantee any level of performance of any investments in your Investment Account or that you will avoid financial loss. The value of your Investment Account 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, and other factors. The Investment Account may suffer the loss of principal, and income, if any, may fluctuate.

Client further understands that Strategies and Investments recommended for the Investment Account by the Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

The aforementioned risks are not inclusive and should be carefully considered by you. For a more exhaustive list of risk factors associated with investing with the Adviser, please see the description of investment risks included in Item 8 of our Form ADV Part 2A Disclosure Brochure (the "Disclosure Brochure"), which is available on the Investment Platform and on the U.S. Securities and Exchange Commission's Investment Adviser Public Disclosure webpage at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **9. Non-Exclusive Management**

It is understood that the Adviser performs investment advisory services for other clients. The Client agrees that the 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 Investment Account. The 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 the Adviser recommends for the Client's Investment Account.

## **10. Cybersecurity**

The Custodian maintains all firm records and has archiving and backup procedures of records to maintain complete and accurate books and records in compliance with SEC Rules 17a-3 and 17a-4 and applicable law. In the event that a cybersecurity incident caused by the Investment Platform puts your information at risk including, but not limited to, account intrusions, and loss of personally identifiable information ("PII"), we or the Custodian will take reasonable efforts to contain the cybersecurity threat and provide any notification as required by applicable law.

## **11. Entire Agreement, Amendments, and Notice**

This Advisory Agreement, as it may be amended from time to time, including any other documents provided on the Investment Platform, reflects the entire agreement between the Parties. This Advisory Agreement supersedes any prior Advisory Agreement that you may have entered into with us. We may amend this Advisory Agreement at any time, and any amendment will become effective as of the date it is posted via the Investment Platform. You agree to check the Investment Platform for new versions of the Advisory Agreement. If you continue to use the Investment Platform after the effective date of an amended Advisory Agreement, we will consider you to have agreed to and accepted the terms and conditions of the amended Advisory Agreement.

## **12. 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. However, nothing in this Advisory Agreement will be construed contrary to the Investment Advisers Act of 1940, as amended.

## **13. Assignment of Agreement**

You may not assign your rights or obligations under this Advisory Agreement without our prior express written consent. We shall not assign (within the meaning of the Advisers Act) our 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 to such assignment within 30 calendar days of being notified through the Investment Platform or by email of our intent to assign such rights or obligations. Any reorganization, restructuring, or other transaction affecting our ownership 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.

## **14. Arbitration Agreement**

ALL PARTIES TO THIS ADVISORY AGREEMENT AGREE THAT UPON THE ELECTION OF ANY OF THEM, ANY DISPUTE RELATING IN ANY WAY TO THIS AGREEMENT, YOUR ACCOUNT(S), OR TRANSACTIONS WILL BE RESOLVED BY BINDING ARBITRATION AS

DISCUSSED BELOW, AND NOT THROUGH LITIGATION IN ANY COURT. THIS ARBITRATION AGREEMENT IS ENTERED INTO PURSUANT TO THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16:

- 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;
- ALL PARTIES TO THIS ADVISORY AGREEMENT WAIVE ANY ABILITY TO PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION, ON AN INDIVIDUAL BASIS, WHEN EITHER YOU OR WE REQUEST IT;
- 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.

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS ADVISORY AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE PARTIES OR THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (i) ANY PROVISIONS OF OR THE VALIDITY OF THIS ADVISORY AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE SERVICES, (ii) THE RELATIONSHIP OF THE PARTIES HERETO, (iii) ANY CONTROVERSY ARISING OUT OF OUR BUSINESS OR YOUR INVESTMENT ACCOUNT (COLLECTIVELY, "CLAIMS"), OR (iv) ANY TRANSACTIONS IN YOUR INVESTMENT ACCOUNT SHALL BE CONDUCTED SOLELY 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. EACH SIDE IS RESPONSIBLE FOR ITS OWN SHARE OF ARBITRATOR FEES ASSESSED BY THE ARBITRATOR UNDER THE

ARBITRATION ADMINISTRATOR'S RULES OF PROCEDURE. IF YOU BELIEVE THAT YOU ARE UNABLE TO AFFORD ANY FEES THAT WOULD BE YOURS TO PAY, YOU MAY REQUEST THAT WE PAY OR REIMBURSE THEM, AND WE WILL CONSIDER YOUR REQUEST IN GOOD FAITH.

THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND YOU EXPRESSLY WAIVE ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST US OR OUR 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 you may have under federal or state securities laws to pursue a remedy by other means if and to the extent such laws guaranty you such right and do not permit the waiver thereof.

### **15. Disclosure Documents**

You acknowledge receipt of our Disclosure Brochure and our Client Relationship Summary ("Form CRS"), delivered electronically and available on the Investment Platform, which documents contain 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 Disclosure Brochure and Form CRS are also available on the SEC's Investment Adviser Public Disclosure page at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The Disclosure Brochure and Form CRS are considered part of this Advisory Agreement.

### **16. Trusted Contact**

Consistent with the Customer Agreement, we may disclose information about your Investment 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 holder of a power of attorney.

### **17. Privacy Policy**

The information you provide to us, including your personal information, is subject to the terms of our Privacy Policy, which is available on the Investment Platform. By entering into this Advisory Agreement, you acknowledge receipt of the Privacy Policy, which we may amend from time to time by posting new versions on the Investment Platform. The Privacy Policy is considered part of this Advisory Agreement.

Except as required by law or requested by regulatory authorities, we agree to maintain in strict confidence all of your nonpublic personal and financial information that you furnish to us, except for information that you explicitly agree to share publicly. You agree that you shall not use

confidential information you receive from us for developing a service that competes with the Investment Platform.

You consent to us recording and/or monitoring your telephone calls and electronic communications with our representatives and associated persons without further notice. You expressly authorize our representatives or associated persons to contact you for purposes of evaluating the offering of the advisory services, the Services, and other products and services by calling, writing, or emailing at the telephone number(s), mailing address, and/or email address(es) you provide, 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 us.

## **18. Limitation of Liability and Indemnification**

To the fullest extent allowed by applicable law, you agree and understand that the Adviser and its affiliates, officers, directors, employees, representatives, successors, assigns, and authorized agents (collectively, the “Indemnified Persons”) will not be liable under this Advisory Agreement for their actions or omissions absent their gross negligence, willful misconduct, or violation of applicable law. Except where prohibited by applicable law, the 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 under the Customer 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 the Adviser and its Indemnified Persons from any and all claims, losses, damages, liabilities and expenses arising out of or relating to: (i) any transaction in which the Adviser or any of its Indemnified Persons acts directly or indirectly as your investment adviser, absent any willful or grossly negligent conduct by the Adviser or such Indemnified Persons; (ii) your failure to provide true, accurate, complete, and current information (including Client Information) or to update Client Information; (iii) decisions and/or actions that you take or authorize third parties to take on your behalf or that you fail to take; or (iv) any direction or communication you provide with respect to this Advisory Agreement or your Investing Account (including deposits or transfers of assets to or from such account).

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

In addition to the above indemnities, subject to applicable law, neither the Adviser nor its Indemnified Persons shall be liable for the acts or omissions of their vendors or other contractors, including the Custodian or Third-Party Broker.

The federal and state securities laws impose liability under certain circumstances on persons who act in good faith. Consequently, nothing in this Advisory Agreement shall waive or limit any rights that you may have under federal or state securities laws.

If the Adviser or any of its affiliates is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name you as a debtor or otherwise, the Adviser or such affiliate shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that the 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 Third-Party Broker(s) or such other party as may be appropriate. You hereby agree to hold harmless and indemnify the 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 the Adviser or any affiliate receives written notice from a personal representative, executor or administrator purporting to represent your interests, the Adviser or such affiliate shall be entitled to rely on all figures supplied and representations made in such written notice if the Adviser or such affiliate is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

The Adviser shall not be liable for (i) force majeure or other events beyond the control of the Adviser, including without limitation any failure, default, or delay in performance resulting from computer or other electronic or mechanical equipment failure, malfunction or unavailability, unauthorized access, theft, operator errors, governmental, judicial, or regulatory restrictions, exchange or market rulings or suspension of trading, strikes, failure of a common carrier or utility services, severe weather, or breakdown in communications not reasonably within the control of the Adviser or other causes commonly known as "acts of God," whether or not any such cause was reasonably foreseeable, or (ii) general market conditions unrelated to any violation of this Advisory Agreement by the Adviser.

## **19. Headings**

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.

## **20. Waiver**

Failure of either Party at any time to declare breach and termination of the Advisory Agreement due to any violation or violations by the other Party of the provisions hereof will not be deemed a waiver on the part of such Party. Any subsequent violations by the other Party following a demand for strict compliance shall not be deemed a waiver, expressed or implied, and notice of breach thereafter, need not be served on the other Party.

## **21. Severability**

If any provision of any of this Advisory Agreement or other agreement related to the Services and your Investment 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.

## **22. Electronic Signature**

By accepting this Advisory Agreement, you are acknowledging that you are aware that your electronic signature has the same legal effect as signing a paper agreement.

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.