

ADVISIFI LLC

Investment Advisory Agreement

Effective: September 25, 2024

This investment advisory agreement (this "Agreement") sets out the terms and conditions under which AdvisiFi LLC ("AdvisiFi", "we", or "us"), an investment adviser registered with the U.S. Securities and Exchange Commission, will provide ongoing non-discretionary investment advisory services with respect to certain securities including the assets in your investment account (the "Investment Account"). This Agreement will become effective, and you will become our client ("Client", "you", "your" or similar terms), on the date you sign it. You will sign this Agreement by checking and clicking the "I Agree" button or typing your name in the electronic signature field appearing after you have scrolled through this Agreement, either of which will constitute your electronic signature. Your electronic signature will be the same as if you signed a paper agreement by hand.

To have AdvisiFi provide investment advisory services with respect to your Investment Account, you will need to open a securities brokerage account and complete an account agreement with our affiliated broker-dealer, CDS1 Securities LLC ("CDS1") and be subject to the terms of a customer agreement for CDS1 (the "CDS1 Customer Agreement"), which will introduce trades to a third-party broker dealer ("Executing Broker"), subject to the terms of a customer agreement for the Executing Broker (the "Executing Broker Customer Agreement," together with the CDS1 Customer Agreement, the "Customer Agreements") . Currently, AdvisiFi has engaged RQD* Clearing, LLC to serve as Executing Broker.

You can open your Investment Account instantly on any device by visiting the AdvisiFi Platform (as defined below) and going through the onboarding process, which includes electronically signing the required agreements. AdvisiFi may delay establishing an Investment Account at CDS1 until such time as the Client authorizes a contribution to fund the Investment Account and/or until such time as AdvisiFi receives all required account opening information from you in order to establish the Investment Account.

AdvisiFi shall have no obligation or liability for the acts or omissions of either CDS1 or the Executing Broker, and you understand and agree that your relationship with CDS1 and the Executing Broker shall be governed solely by the Customer Agreements, respectively.

You and we agree:

1. DESCRIPTION OF SERVICES.

You hereby appoint AdvisiFi as its investment adviser and grants us limited power-of-attorney with non-discretionary trading authority to trade the assets in your Investment Account (the "Services"). We accept that appointment under the terms and conditions set forth in this Agreement.



AdvisiFi will not provide investment advice other than the Services described in this Agreement. You acknowledge that AdvisiFi will deliver the Services through a website (the “AdvisiFi Platform”) which is accessible through the online platform of a third-party financial institution (“Financial Institution”). For questions about the AdvisiFi Platform, you may contact AdvisiFi by email to support@advisifi.co regarding technical questions. AdvisiFi does not provide investment advice over the phone or otherwise in a format other than through the AdvisiFi Platform and in the form of recommended securities.

Through the AdvisiFi Platform, you will provide us information about yourself (including your age, income and liquid net worth, investment objectives, and risk tolerance), and, upon evaluating your information, AdvisiFi will make securities recommendations (“Recommendations”) consisting of U.S. equity securities and exchange traded funds (“ETFs”), sorted according to risk assigned by the Firm. We will then implement securities transactions for your Investment Account on a non-discretionary basis.

You authorize us, with your prior consultation, consent or approval through the AdvisiFi Platform, to give instructions to CDS1 to implement securities transactions for your Investment Account with the Executing Broker. Our authority will include the ability to buy, sell and trade U.S. equity securities. In addition, AdvisiFi shall have the authority in connection with its provision of advisory services under this Agreement (i) to determine when, how often, and in what amounts to invest or reinvest dividends in your Investment Account; (ii) to determine the timing of purchases in relation to deposits; and (iii) to determine the timing of sales and withdrawals in relation to requests for withdrawals or transfers.

If you have placed a security freeze on your personal information and credit, you consent to the temporary lifting of your security freeze for the purposes of opening your Investment Account with Executing Broker, and to the use of any credit reporting facility or agency report in connection with your Account.

You also authorize us to deliver to CDS1 and Executing Broker a copy of this Agreement as evidence of the authority of AdvisiFi to act for and on behalf of your Investment Account.

You acknowledge that AdvisiFi does **not provide**: (i) comprehensive financial planning services, and its Services are not a complete investment program; (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; and (iii) custody of your Investment Account assets. You are encouraged to consider additional asset classes, strategies and investments to meet your overall investment needs and objectives; and to consult with your tax advisor regarding any tax consequences related to your Investment Account. You agree to review information available to you regarding the securities, as well as the brokerage statements, transaction confirmations and tax reporting forms provided by the Executing Broker for tax-related information. Each Client must rely upon its own representatives, including its own legal counsel and accountant, as to legal, tax and related matters concerning any assets in the Investment Account or any Investment Account transactions and for preparation of any legal, accounting or tax documents. You can access tax documents through the

AdvisiFi Platform when such documents are ready. You will also be able to download them from the Executing Broker's website. **The Client and Client's tax advisors are responsible for how investments and the transactions in the Client's Investment Account are reported to the Internal Revenue Service or any other taxing authority. AdvisiFi assumes no responsibility to the Client for the tax consequences of any transaction.**

AdvisiFi will be responsible for the review and evaluation of your current financial information that you provide to us and will make Recommendations based on that information. It is your responsibility to update your information on the AdvisiFi Platform and update the information through the AdvisiFi Platform promptly if there are changes to your financial situation, goals, objectives, personal circumstances, time horizon or if other relevant information changes or becomes available. You are solely responsible for evaluating the merits and risks associated with any Investments recommended by AdvisiFi.

AdvisiFi 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 AdvisiFi may obtain any or all investments, change any such investment service provider and to make additional investment service providers available through the AdvisiFi Platform. In providing its services, AdvisiFi or any of its affiliates may, subject to applicable laws and regulations, engage unaffiliated vendors or other contractors to aid it in fulfilling its duties under this Agreement or to provide ancillary enhancements or features of the services contemplated herein. Additionally, in performing its obligations under this Agreement, AdvisiFi may, at its own discretion, delegate any or all of its non-discretionary investment, advisory, and other rights, powers, and functions hereunder to any of its affiliates or to any third parties, without your written consent, provided that AdvisiFi shall always remain liable to you for its obligations hereunder.

2. ACCOUNT REQUIREMENTS.

AdvisiFi may reserve the right from time to time to require a minimum investment to create an account. The Client retains sole ownership of the Investment Account (i.e. the right to withdraw securities or cash and receive transactions confirmations).

Further, Clients can only access the AdvisiFi Platform through the online platform of their Financial Institution. Therefore, for Clients to place trades and/or view Investment Account balances through the AdvisiFi Platform, Clients must maintain an account at their Financial Institution. The closure of Client's accounts at their Financial Institution, either by the Client or the Financial Institution, will result in the termination of this Agreement and the Client's access to the AdvisiFi Platform. Thereafter, the Client's access to their Investment Account will be limited, subject to the terms of the Customer Agreements. Upon the closure of a Client's accounts at their Financial Institution and the termination of this Agreement, the Client will no longer receive investment advisory services from AdvisiFi and will be limited to placing sell orders for securities in their Investment Account, either over the phone or via email, to CDS1 and the Executing Broker, as described in Section 13. Clients may also opt to transfer their assets to another broker-dealer, in accordance with Section 14 below.

In the event of a closure of Client's accounts at their Financial Institution, confirmations and account statements will continue to be sent to you electronically to the email address on file with CDS1 and the Executing Broker, subject to the terms of the Customer Agreements. Sale proceeds from any liquidated

securities positions will be remitted to you by the Executing Broker, via check or federal wire, and sent to Client at Client's address on record with the Executing Broker. Neither AdvisiFi, CDS1, or the Executing Broker shall be liable in the event the address on record is incorrect and the remittance of payment in the form of sale proceeds is not received.

3. CLIENT INFORMATION.

You confirm that all of the information you have provided through the AdvisiFi Platform is true, accurate and complete in all respects. 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 notify us promptly of any change in information that may be relevant to your financial circumstances. You understand that AdvisiFi will contact you at least annually via the AdvisiFi Platform, email or through any other means deemed appropriate, to request that you review your Investment Account to determine whether it should be modified. You agree to periodically review the information you have provided for accuracy and provide material updates promptly using the AdvisiFi Platform. You acknowledge and agree that AdvisiFi relies on the information you provide through the AdvisiFi Platform to provide the advisory services subject to this Agreement. You further acknowledge and agree that AdvisiFi shares some or all of your information with both CDS1 and the Executing Broker and that, subject to the terms and conditions of the Customer Agreements, CDS1, and the Executing Broker rely on such information to perform certain compliance functions including verifying your identity for customer identification purposes and anti-money laundering purposes and confirming that U.S. firms like AdvisiFi, CDS1, and Executing Broker are permitted to provide you with services under applicable U.S. economic sanctions against various countries, individuals, and organizations. You authorize AdvisiFi to obtain your information from your Financial Institution, and understand and agree that any updates to the information you provide to the Financial Institution may reflect in AdvisiFi's records.

4. FUNDING THE ACCOUNT.]

You authorize us to connect your Investment Account to your account(s) at your Financial Institution through which you access the AdvisiFi Platform (each a "Funding Account"). You agree that, by initiating or directing a purchase or sale order, you authorize your Financial Institution, or other vendor that AdvisiFi may engage from time to time, to either (i) make use of the Automated Clearing House ("ACH") payment system to facilitate, or (ii) facilitate by wire, the transfer of money to the Executing Broker (such bank or vendor, the "ACH Operator"), for purchases, and to receive money from the Executing Broker and subsequently allocate such monies to your Funding Account, for sales and other free credit balances. 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 Investment Account. You further agree and acknowledge that, unless otherwise agreed to by the Executing Broker, you do not have any right to fund (or direct the funding of) any purchase or sale or other transfer of money to or from your Investment Account in any manner other than by an ACH transfer to the Executing Broker. Executing Broker reserves the right to accept cash funded from other sources as it 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.

You further agree that, by initiating, authorizing, or directing a purchase or sale order in your Investment Account, you authorize AdvisiFi (1) to place orders with CDS1 on your behalf, for purchases and sales of the securities that comprise your Investment Account at the time(s) and in

amounts calculated by AdvisiFi, and (2) to initiate (or receive) an ACH funding or wire to (or from) the Executing Broker in an amount equal to the purchase price (or sale proceeds). You understand that any order placed with AdvisiFi will be placed with CDS1 and then introduced and transmitted to Executing Broker for execution, clearance and settlement. You agree and acknowledge that any deposit or transfer to your Investment Account may not be canceled by you following the initiation and/or authorization of such transaction. In order to permit sufficient time to ensure that the transfer of assets into your Investment Account has been successfully completed by the financial institution that maintains your bank account, AdvisiFi may wait up to five Business Days after the day the Executing Broker credits the applicable deposit to your Investment Account to generate and place orders. 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 may not be credited to your Investment Account for up to five Business Days and that such un-invested cash will not be subject to financial gains or losses resulting from movement in market prices during that time period.

You represent and warrant that none of the money you deposit in your Investment 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 Investment 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 Investment Account other than you or any other individual you have disclosed to AdvisiFi during account opening.

You further agree that, if your Funding Account is closed or restricted after you connect it to the Investment Account, you will have no right or ability to make additional purchase or sales, or undertake any additional funding to or withdrawals from your Investment Account unless and until: (i) the Funding Account is reopened or unrestricted; or (ii) you successfully connect a different and adequately funded Funding Account to the Investment Account.

5. TAXES.

When securities are sold, you may be subject to transaction fees, and/or tax consequences, such as any 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 (collectively, "Taxes"). You are responsible for paying all Taxes associated with your participation in the AdvisiFi Platform, excluding taxes based on AdvisiFi's net income or property. If AdvisiFi and/or the Executing Broker has the legal obligation to pay or collect Taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you, unless you provide AdvisiFi and/or the Executing Broker with a valid tax exemption certificate authorized by the appropriate taxing authority. When you withdraw money from your Investment Account, the Executing Broker may reduce the amount of the distribution by the amount of any tax mandatory withholding as required by applicable law. You understand and agree that neither AdvisiFi nor any of its affiliates is responsible for withholding any tax penalties that may apply to any type of account subject to this Agreement or for any state or federal income tax withholding, except as may otherwise be required by applicable law.

6. FEES AND EXPENSES.

AdvisiFi Fee. AdvisiFi will not charge a fee for investment advisory services

Other Fees. AdvisiFi's fees for the Services do not include other related costs and expenses of the investments the Client may incur through making the investments recommended by AdvisiFi in the Client's Investment Account, or those charged by CDS1. AdvisiFi does not charge these fees to Clients and but may benefit indirectly from any such fees charged by CDS1. Additionally, a Client may incur certain charges imposed by the Executing Broker and other third parties. These include Investment Account transfer fees, brokerage fees, administrative fees and other fees and taxes on brokerage accounts and securities transactions. The issuer of some of the securities or products purchased for Clients may charge product fees that affect Clients. Additionally, you may incur certain other charges imposed by third party financial institutions. These additional costs may include but are not limited to: paper statement fees, bounced check fees, transfer taxes, wire transfer and electronic fund fees.

Performance-based Fees. AdvisiFi does not charge any performance-based fees (that is, fees based upon a share of capital gains on or capital appreciation of the assets in an Investment Account).

7. CUSTODY OF ASSETS AND ACCOUNT STATEMENTS.

The Executing Broker is a "qualified Custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the "Advisers Act"), and will have possession and provide safekeeping of your assets in the Investment Account. AdvisiFi will not act as the qualified custodian for the assets in your Investment Account. You agree to complete the necessary application materials to open an account with CDS1 and/or the Executing Broker after agreeing to this Agreement. All Investment Account transactions will be effected by a payment to, or delivery by, Executing Broker of all cash and/or securities due to or from the Investment Account. AdvisiFi is not permitted to instruct the Executing Broker to deliver funds or securities to ourselves.

Executing Broker will send you electronic notice of all confirmations of securities transactions and provide account statements on a periodic basis through the AdvisiFi Platform, identifying the amount of funds and each security in the Investment Account at the end of the period and setting forth all transactions during that period. You are responsible for reviewing the confirmations and statements provided and reporting any discrepancies in the information directly to Executing Broker. You authorize us to instruct Executing Broker to send us trade confirms and monthly statements showing all transactions occurring in your Investment Account during the period covered. You acknowledge that AdvisiFi is not responsible for the obligations of the Executing Broker, or CDS1, or any successor Executing Broker or broker-dealer and that AdvisiFi and the Executing Broker, and CDS1, have separate agreements with you that allocate separate sets of rights and obligations between you and the respective entity. We will not be responsible for any loss incurred by reason of any act or omission by CDS1 or the Executing Broker, whether in the capacity of Executing Broker or broker/dealer; provided, however, that we will make reasonable efforts to require that it perform its obligations with respect to the Investment Account. All transactions concerning the Investment Account shall be binding upon the Client at the Client's sole risk.

8. BROKERAGE AND TRANSACTION EXECUTION.

Upon the Client's execution of this Agreement and the agreements necessary to open a securities brokerage account with CDS1 and the Executing Broker, CDS1 will act as an introducing broker-dealer and transmit all orders to the Executing Broker who will execute all orders on behalf of the Client. AdvisiFi anticipates (but is not obligated to) that it will combine or "batch" account orders to obtain "best execution," to negotiate more favorable commission rates or to allocate equitably among the AdvisiFi Clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among the Investment Accounts in proportion to the purchase and sale orders placed for each Investment Account on any given day. If AdvisiFi cannot obtain execution of all the combined orders at prices or for transactions costs that AdvisiFi believes are desirable, AdvisiFi will allocate the securities AdvisiFi does buy or sell as part of the combined orders by following AdvisiFi's order allocation policies and procedures.

To participate in the AdvisiFi Platform, your account must be introduced by CDS1 to the Executing Broker, and all brokerage transactions for your Investment Account must be executed by the Executing Broker. You cannot designate or select a different broker for trade execution. AdvisiFi anticipates that Executing Broker will provide "best execution" for the Client. However, in the event AdvisiFi determines that Executing Broker does not at any time provide "best execution" in its capacity as a broker-dealer, AdvisiFi reserves the right to select a different broker-dealer which will provide "best execution" with respect to such transaction. "Best execution" includes the amount of broker/dealer fees or transaction costs that will be charged to the Investment Account in connection with any trade, but it may also include other criteria and benefits. As such, AdvisiFi may retain Executing Broker as the broker/dealer with respect to the Investment Account even if its broker-dealer fees are not the lowest fees which could be charged for such transaction, in consideration for other benefits that the broker/dealer offers to AdvisiFi.

9. PROXIES AND CORPORATE LEGAL ACTIONS.

AdvisiFi does not exercise voting authority over Client proxies. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in such Client's portfolio. Clients will receive proxies and other solicitations directly from the Executing Broker.

10. DELIVERY OF BROCHURE AND RELATIONSHIP SUMMARY.

You acknowledge that you have received a copy of AdvisiFi's Form ADV Part 2A ("Disclosure Brochure") and Form CRS ("Relationship Summary"), delivered electronically and available on the U.S. Securities and Exchange Commission's Investment Adviser Public Disclosure webpage on www.adviserinfo.sec.gov, 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. You may also obtain a copy of AdvisiFi's Disclosure Brochure and/or Relationship Summary, upon request by email to support@advisifi.co.

11. CONFIDENTIALITY, PRIVACY, AND TRUSTED CONTACT.

The information you provide to AdvisiFi, including your personal information, is subject to the terms

of AdvisiFi's Privacy Policy, which is available via the AdvisiFi Platform. By entering into this Agreement, you acknowledge receipt of the Privacy Policy, which AdvisiFi may amend from time to time by posting new versions on the AdvisiFi Platform.

Except as required by law or requested by regulatory authorities, AdvisiFi agrees to maintain in strict confidence all of your nonpublic personal and financial information that you furnish to AdvisiFi, except for information that you explicitly agree to share publicly. You agree that you shall not use investment advice or other confidential information you receive from AdvisiFi for developing a service that competes with the AdvisiFi Platform or the services of AdvisiFi or any of its affiliates.

You consent to AdvisiFi recording and/or monitoring your telephone calls and electronic communications with representatives and associated persons of AdvisiFi without further notice. You expressly authorize AdvisiFi representatives or associated persons to contact you for purposes of evaluating the offering of the advisory services, the AdvisiFi Platform, 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 Investment 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 AdvisiFi 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 who may be contacted about your Investment Account. We, or CDS1, 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.

12. ACKNOWLEDGEMENTS, REPRESENTATIONS AND COVENANTS.

You understand, agree and confirm to AdvisiFi that:

Authority. You have the full legal power, authority and capacity to enter into this Agreement. You certify that you are of legal age to enter into contracts in the state where you live. This Agreement constitutes a legal, valid and binding obligation on you with respect to your Investment Account. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Agreement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of the AdvisiFi Platform, including the deposit and contributions to and withdrawals from your Investment 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 AdvisiFi 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 AdvisiFi Platform and your Investment Account.

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

The AdvisiFi Platform and the Services are appropriate. You have evaluated the AdvisiFi Platform, the Services, and determined that they are appropriate for you, taking into account all relevant factors, including, your need for investment advice, your risk tolerance and investment experience, your particular financial needs and circumstances, and the fees charged for the account versus other types of investment accounts. You understand that, depending on the circumstances, the brokerage and execution services offered through the AdvisiFi Platform may be available for less money (but without the ongoing advisory services) through a commission-based brokerage account. You acknowledge that your Investment Account is not intended solely as a cash management vehicle.

Investment Risks. You are aware of and willing to assume the risks involved with investing your Investment Account. You understand that AdvisiFi and its affiliates do not guarantee the future performance of your assets in the Investment Account or any specific level of performance or the success of any investment recommendation. Our investment recommendations are subject to various market, currency, economic, political and business risks. Investment decisions will not always result in profitable outcomes. Investment performance of any kind can never be predicted or guaranteed, and AdvisiFi does not guarantee that you will avoid financial loss. AdvisiFi does not make any guarantee that the investment objectives, expectations or targets described on the AdvisiFi Platform will be achieved, including without limitation any risk control, risk management, or return objectives, expectations, or targets. Neither AdvisiFi nor any of its affiliates guarantees the success of any given investment or strategy that AdvisiFi may recommend through the AdvisiFi Platform. **You may experience losses, including potentially a complete loss of your investment. You acknowledge that you have read the additional risk disclosures in AdvisiFi's Disclosure Brochure.**

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

Limitation of Liability. Limitation of Liability. You understand that, to the fullest extent permitted by applicable law and unless AdvisiFi has breached its fiduciary duty, the Agreement or otherwise violated applicable law, neither we nor any of (a) our officers, partners or directors (or persons performing similar functions); (b) our employees and representatives; or (c) persons directly or indirectly controlling us or controlled by us (as defined in the Advisers Act) (together, our "Affiliates"); or (d) any of our agents, including any service providers, ("Identified Persons") will be liable for (i) any obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and

expenses, including but not limited to attorneys' fees, expenses and court costs ("Losses") paid, suffered, incurred or arising from the Services or any investment decision made or other action taken or not taken in good faith by us with the degree of care, skill, prudence and diligence that a person acting in a fiduciary capacity would use under the circumstances; (ii) any Losses arising from adhering to your written or oral instructions; or (iii) any act or failure to act by the Executing Broker, or any other third party; or (iv) any loss arising from any services provided to Client prior to the execution of the Agreement by any person or entity who at the time of the provision of such services was not an Indemnified Person; (v) the loss or failure or delay in performance of any obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond AdvisiFi's reasonable control, including acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, 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 an Executing Broker refusing to act on AdvisiFi's instructions; or (vi) any loss that Client may suffer for any reason whatsoever that is outside the Investing Account or the relationship between the parties; or (vii) any failures arising out of the use of the AdvisiFi Platform. We will not be responsible for any of your assets that we are not servicing under the Agreement or for the diversification of your assets within your Investment Account or your assets we are not servicing under this Agreement. In addition, AdvisiFi shall have no liability for Client's failure to promptly inform AdvisiFi of changes in Client's financial and/or economic situation, Client's investment objectives or any restrictions.

Nothing in the Agreement will waive or limit any rights that you have under federal and state securities laws for the advisory services you receive under the Agreement.

Without limiting the generality of the foregoing, except where prohibited by applicable law, (for example, in the case of fraud or intentional misconduct), AdvisiFi and its Indentified 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 AdvisiFi 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, AdvisiFi or such affiliate shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that AdvisiFi or any affiliate may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to CDS1, the Executing Broker, or such other party as may be appropriate. You hereby agree to hold harmless and indemnify AdvisiFi 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 AdvisiFi or any affiliate receives written notice from a personal representative, executor or administrator purporting to represent your estate, AdvisiFi or such affiliate shall be entitled to rely on all figures supplied and representations made in such written notice if AdvisiFi or such affiliate is

provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

Non-Exclusivity. You acknowledge that AdvisiFi renders investment advice to other clients. We and our Affiliates may take the same, similar, or different positions in specific investments for our other clients' and our own accounts, as we do for you. We have no obligation to purchase or sell, or to recommend for purchase or sale, any security which we or our Affiliates may purchase or sell for our other clients' and our own accounts. The Client agrees that AdvisiFi 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.

13. TERM AND TERMINATION.

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

You agree that AdvisiFi 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 you at any time for any length of time without prior notice to you if AdvisiFi 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 AdvisiFi or its affiliates or a transaction relating to the AdvisiFi Platform; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over AdvisiFi or its affiliates or a transaction relating to the AdvisiFi Platform; (iii) to avoid a loss to AdvisiFi or its affiliates (including if your payment of fees is 60 days or more 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 AdvisiFi or its affiliates directly or indirectly uses in connection with the AdvisiFi Platform; (vi) to prevent a breach or violation of any term, condition, or other provision of this Agreement; or (vii) to obtain from you any additional information that AdvisiFi in its reasonable discretion deems necessary for advisory services to be provided to you pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, AdvisiFi reserves the right, at any time and without notice, to delay or manage the trading of Client orders if AdvisiFi determines it is appropriate and consistent with its obligations under this Agreement.

You may terminate this Agreement at any time in writing to support@advisifi.co. The termination will be effective upon receipt of notification of the termination. You understand that AdvisiFi may also elect to terminate your Investment Account at any time, for any reason or no reason, in its sole discretion, upon notice to you, by email, by mail or other means of notification via the AdvisiFi Platform. To the extent that the advisory relationship is terminated, you understand that all features and privileges associated with the Investment Account will be cancelled and cease. Termination of this Agreement will not affect (a) the validity of any action previously taken under this Agreement; (b) liabilities or obligations from transactions initiated before termination of this Agreement; or (c) your obligation to pay us fees that have already been earned under this Agreement. If you terminate this Agreement, you will promptly pay us any unpaid but earned fees, as appropriate.

If either you or AdvisiFi terminate your Investment Account, then the termination of your Investment Account will occur as follows:

- You will be deemed to have simultaneously terminated this Agreement and the Executing Broker Customer Account Agreement, unless otherwise agreed to by AdvisiFi or the Executing Broker, as applicable;
- The Executing Broker will, before closing your Investment Account, settle any purchases or sales pending when AdvisiFi sends or receives a request to close your Investment Account; and
- AdvisiFi and/or the Executing Broker will, before closing your Investment Account, deduct any unpaid fees.

If either AdvisiFi or you request to terminate your Investment Account and you do not provide transfer instructions to AdvisiFi subject to (and in accordance with) Section 14 of this Agreement within fourteen (14) days, you hereby authorize AdvisiFi to initiate the sale of all shares in your Investment Account and any distributions generated by such shares following such request, and to send the cash, less any portion of any fees due, to the Funding Account connected to your Investment Account established with AdvisiFi, in accordance with Sections 4 and 8 of this Agreement. All sales shall be made by AdvisiFi in its sole discretion and at times it deems reasonable, and neither AdvisiFi or CDS1 shall have any liability for sales made upon the termination of an Investment Account.

A Client's death, disability or incompetence will not automatically terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice. We will not be responsible for any transfers, payments or other transactions in the Investment Account made at the direction of a former account holder or incapacitated account holder before we actually received and had a reasonable amount of time to act on such official written notice. Following receipt of an official written notice, we may require additional documents and reserve the right to retain the assets in and/or restrict transactions in the Investment Account in our sole discretion. Any former account holder and the estate of any deceased or incapacitated account holder will remain jointly and severally liable for any losses in the Investment Account arising out of or relating to transactions initiated before we actually received and had a reasonable amount of time to act on such official written notice.

14. TRANSFERS

You may request an in-kind transfer of such securities or investment products in your Investment Account to an account you have established with another broker-dealer ("Receiving Firm") by initiating an Automated Customer Account Transfer Service ("ACATS") request with your Receiving Firm. CDS1 reserves the right to reject the transfer request before or after initiation and you will be notified of any such rejection via email or by phone.

Client understands and agrees that the Investment Account may be locked during the pendency of the transfer. Neither CDS1 or AdvisiFi will be liable for any Losses the Client may sustain in connection with and during the course of the transfer process and/or between the time that CDS1 decides to reject a transfer request and Client's receipt of notice of the rejection. It is Client's responsibility to ensure that transfer instructions are accurate before submitting a transfer request. A transfer request generally cannot be amended or canceled after CDS1 receives the transfer request. CDS1 may in its discretion attempt to abide by a subsequent Client request for a change to a transfer request, but it is not obligated to do so. CDS1 will not be liable for any Losses that arise out of or relate to an attempt to amend or cancel a transfer request, and Client agrees to indemnify and hold CDS1 harmless from any Losses arising out of or relating to an attempt to amend or cancel a transfer request, including a decline in the market value of the assets in the Investment Account.

Client should be aware that fractional shares within the Investment Account may not be transferrable in-kind, and may need to be liquidated. These fractional shares may be sent to a Client's Receiving Firm as cash via ACATS, or alternatively can be transferred out via an ACH withdrawal to the Client's Funding Account. Additionally, certain assets are not transferable via ACATS within CDS1's system. This includes Cash Reserve funds as well as securities that are liquidated at Client's request. Certain Receiving Firms are ineligible to receive Investment Account transfers via ACATS due to technical limitations. In the event an in-kind transfer is unavailable based on the type of product or the Client's Receiving Firm, Client assets may need to be liquidated and transferred out via an ACH withdrawal to the Funding Account.

15. LEGAL CAPACITY.

If this Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is over 18 years of age and legally empowered to enter into or perform this Agreement in such a capacity.

16. ENTIRE AGREEMENT AND AMENDMENTS.

You acknowledge and agree that this 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 Agreement. You acknowledge and agree that this Agreement, and the terms and conditions contained herein, supersedes any prior Agreement or similar contracts you entered into with AdvisiFi.

Nothing in this Agreement shall be deemed waived or amended without the prior express written consent of AdvisiFi executed by a duly authorized representative of AdvisiFi. AdvisiFi may amend this Agreement from time to time by adding, revising, or deleting any terms or conditions, provided, that we will give you 30 calendar days' prior notice. Although AdvisiFi may email you about changes to this Agreement, the usual way for AdvisiFi to notify you of amendments is to post notice on the AdvisiFi Platform, which will be available, subject to AdvisiFi's Terms of Use, for you to access, download, review, print, and retain.

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

You acknowledge that AdvisiFi will generally not be required to obtain your consent for any amendments to the Agreement or changes to the AdvisiFi Platform. Any amendment or modification to this Agreement will be effective on the date determined in accordance with the terms and conditions discussed herein.

17. NOTICES AND COMMUNICATIONS.

Our opening and maintaining your Investment Account is conditioned on your agreement to receive all notices, documents, and other information related to your account and investments electronically. You agree that when we send these email notices to you that they constitute delivery to you of the information or documents referred to in the email you provided, even if you do not actually access the information or documents on our AdvisiFi Platform.

This consent will be effective immediately and will remain in effect unless revoked by you, as described in Section 23 below.

You agree to keep a working email address and will update your account information immediately if your email address or other contact information changes. If you do not maintain an email address that is working and accessible to us, and we believe we are required to provide you with paper notice or documents of particular matters or actions, and we do so, we may charge you the cost of such delivery. You acknowledge that you may incur costs (such as online service provider charges or printing costs) associated with the electronic delivery of information to you. To view PDF files, you will need to download the Adobe Acrobat Reader, which is provided for free from Adobe.

Any notice given to you in connection with this Agreement will be deemed delivered if personally delivered or sent by (i) U.S. mail, certified or registered, or overnight courier, postage prepaid with return receipt request, and addressed, if to you, at the address indicated in your Investment Account information, or (ii) electronically to the address to which your Investment Account communications are sent or (iii) posted to the AdvisiFi Platform.

18. TERMS OF USE.

You acknowledge receipt of the Terms of Use via the AdvisiFi Platform, which apply to the AdvisiFi Platform and your use of the Services offered through the AdvisiFi Platform contemplated hereunder and agree to adhere to the Terms of Use throughout your participation in the AdvisiFi Platform.

19. ASSIGNMENT OF AGREEMENT.

You may not assign your rights or obligations under this Agreement without the prior express written consent of AdvisiFi. AdvisiFi shall not assign (within the meaning of the Advisers Act) its rights or obligations under this 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 AdvisiFi Platform or by email of any intent of AdvisiFi to assign such

rights or obligations. You further agree that any reorganization, restructuring, or other transaction affecting the ownership of AdvisiFi will not be deemed to be an assignment (within the meaning of the Advisers Act) of this Agreement, so long as such reorganization, restructuring, or transaction does not result in a change of actual control or management.

20. MISCELLANEOUS.

You understand that AdvisiFi is licensed and/or registered in of the appropriate regulatory jurisdictions that AdvisiFi believes it has a duty to be licensed and registered in.

Headings in this Agreement are descriptive and for convenience only and shall not be construed as altering the scope of the rights and obligations created by this Agreement. Defined terms shall have their assigned meanings wherever used in this Agreement or any of the agreements governing your participation in the AdvisiFi Platform, regardless of whether defined in this 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 AdvisiFi, nor any delay by AdvisiFi 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 AdvisiFi may determine in its sole discretion, and a waiver granted on one occasion shall not be construed as applying to any other occasion.

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of this Agreement will be valid and binding and of full force and effect as though such provision was not included. 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.

21. GOVERNING LAW.

Except to the extent that it is preempted by federal law, the law of the State of Delaware (without regard for conflicts of law principles) will govern the construction, validity, and administration of this Agreement. However, nothing in this Agreement will be construed contrary to the Advisers Act. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement will be brought and determined in the appropriate federal or state court in the state in which AdvisiFi’s principal office is located at the time and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement. No failure by us to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by you will be deemed to be a waiver

of any subsequent breach.

22. ARBITRATION AGREEMENT.

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

- **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; 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 AGREEMENT.**

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN ADVISIFI 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 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 ADVISIFI'S BUSINESS OR THE CLIENT'S INVESTMENT ACCOUNT (COLLECTIVELY, "CLAIMS"), 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, 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 IN THE STATE OF CALIFORNIA.



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 AdvisiFi OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

Notwithstanding the foregoing or anything to the contrary in this Agreement, in no way shall this 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.

23. ELECTRONIC DELIVERY OF DOCUMENTS.

The AdvisiFi Platform is an electronically based service. By accepting this Agreement when you click "I Agree," we are obtaining your informed consent to electronic delivery of all notices and communications relating to your Investment Account to an e-mail address that you provided. This includes all notices, disclosures, regulatory communications (including privacy notices) and other information, documents, data and records regarding your Investment Account ("Account Communications").

You may revoke your consent to electronic delivery of Account Communications by providing notice in accordance with Section 17 of this Agreement, and such revocation will be effective upon successful completion of its processing by AdvisiFi. You understand that if you revoke or restrict your consent to electronic delivery of Account Communications or request paper delivery, AdvisiFi, at its discretion, may (i) terminate this agreement and/or close your Investment Account or (ii) charge you for the cost of the delivery of Account Communications that would otherwise be delivered to you electronically. Neither your revocation of consent to electronic delivery, your request for paper delivery, nor AdvisiFi's delivery of paper copies of Account Communications will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect. All e-mail notifications of Account Communications will be sent to your e-mail address of record. You acknowledge that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. Due to security risks, you will not send any sensitive information, such as account numbers or passwords, in an unencrypted email.

E-mails on rare occasions may fail to transmit properly. You agree that, solely for your records, you can download and save or print the Account Communications you receive via electronic delivery.

This consent is effective upon the execution of this Agreement and will remain in effect unless and until you revoke your consent to electronic delivery. You understand that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and you may receive electronic notifications in the interim.

Potential costs associated with electronic delivery of Account Communications include charges from Internet access providers and telephone companies, and such charges are borne solely by you. AdvisiFi does not charge additional online access fees for receiving electronic delivery of Account

Communications. You understand that to receive electronic deliveries, you must have Internet access, a valid e-mail address with sufficient storage space, the ability to download documents as AdvisiFi may specify and to which you have access and a printer or other device to download and print or save any information you may wish to retain.

You acknowledge that you have, and will continue to have and maintain, Internet access and a valid e-mail address with characteristics as described in this paragraph, and you are able to receive electronic deliveries as set forth herein. AdvisiFi will notify you of any changes in the hardware and software requirements needed to access electronic records covered by this consent.

You hereby agree that you have carefully read the above information regarding informed consent and fully understand the implications thereof. You hereby agree to the conditions outlined above concerning electronic delivery of Account Communications. If your e-mail address changes, you agree to notify AdvisiFi of your new e-mail address immediately in writing in accordance with the notice provisions of this Agreement.

24. ELECTRONIC SIGNATURES.

Your intentional action in electronically signing this Agreement is valid evidence of your 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 you in writing.

You are solely responsible for reviewing and understanding all of the terms and conditions of these documents. You accept 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 AdvisiFi 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.

You agree to not contest the admissibility or enforceability of AdvisiFi's electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of the Agreement. If more than one individual has electronically signed this Agreement, your obligations under this Agreement will be joint and several.

By clicking the "I Agree" button, you acknowledge that you (on your own behalf and any joint accountholder's behalf):

- i. agree to arbitrate any controversies that may arise under this Agreement;**
- ii. have read, understand and agree with all of the terms and conditions set forth in this Agreement;**
- iii. have (a) received and read AdvisiFi's Disclosure Brochure and Relationship Summary and (b) received a copy of AdvisiFi's Privacy Policy; and**

- iv. **understand that clicking “I Agree” is the legal equivalent of manually signing this Agreement, and that you will be legally bound by its terms and conditions.**