

## **QAPITAL INVEST, LLC**

### **ADVISORY AGREEMENT**

This Advisory Agreement is entered into between Client and Qapital Invest, LLC, a Delaware limited liability company and investment adviser registered with the Securities and Exchange Commission ("Qapital"). Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in Section 2 below. Client is contracting with Qapital to participate in a Qapital investment management program (the "Program"). This Advisory Agreement is made and effective as of the date it is electronically signed by Client.

1. *Introduction.* Client agrees to read this Advisory Agreement carefully and retain it for future reference.

Client understands and agrees that the terms and conditions of this Advisory Agreement govern the Program and the relationship of Qapital and Client concerning certain assets and transactions that are maintained, as described below, in the Account which is managed under a Program via the Website. The provisions in this Advisory Agreement are in addition to Qapital's Terms & Conditions on the Website and any other agreements Client has entered into with Qapital. By entering into this Advisory Agreement, Client acknowledges receipt of Qapital's Terms & Conditions, its Privacy Policy, its Form ADV Part 2A (firm brochure), and its Form ADV Part 3 (Form CRS) at or before the time this Advisory Agreement is made, and Client further acknowledges that each document is available on the Website. Up-to-date information about the service contemplated by this Advisory Agreement will be provided via the Website. Client agrees to consult the Advisory Agreement information on the Website regularly.

By submitting an Application, Client agrees to become a client of Qapital. If Client is unwilling to be bound by the terms and conditions of this Advisory Agreement, Client should not submit an Application to become a client of Qapital and participate in the Program. Qapital reserves the right to decline any Application or to terminate any Account at any time and for any reason, in its sole discretion.

Various features of the Program may be offered or processed through service providers, which may or may not be affiliated with Qapital. Unless otherwise noted, all authority granted to, and all limitations of liability of, Qapital shall include its agents and representatives and any service provider. Client agrees that Qapital and its agents or its affiliates acting on behalf of Qapital under this Advisory Agreement are authorized to perform the services contemplated by this Advisory Agreement.

CLIENT WILL CAREFULLY READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS ADVISORY AGREEMENT BEFORE CLICKING "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON OR ENTERING AN ELECTRONIC SIGNATURE. IF CLIENT HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS ADVISORY AGREEMENT, CLIENT WILL ADDRESS THEM WITH QAPITAL BEFORE AGREEING TO IT. CLIENT UNDERSTANDS THAT CLICKING OR CHECKING "SUBMIT APPLICATION" OR OTHER SIMILARLY WORDED BUTTON OR TYPING CLIENT'S NAME IN THE ELECTRONIC SIGNATURE FIELD IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS ADVISORY AGREEMENT AND CLIENT WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. CLIENT UNDERSTANDS THAT THIS ADVISORY AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY QAPITAL, WITH REVISED TERMS POSTED ON THE WEBSITE. CLIENT AGREES TO REGULARLY CHECK THE WEBSITE FOR UPDATES TO THIS ADVISORY AGREEMENT.

2. **DEFINITIONS.** The following terms set forth below have the following meanings as used in this Advisory Agreement:

**Account.** The account(s) established (either at the time of, or subsequent to, the execution of this Advisory Agreement) in Client's name alone, in Client's name together with others, or in which Client has beneficial interest if any such account is an IRA, the assets belonging to which are managed through the Program.

**Account Holder.** The natural person, corporation, partnership, trustee, custodian, or other entity in whose name the Account is opened. The singular of Account Holder where appropriate shall include the plural. For purposes of IRAs, Account Holder shall be the Custodian, as defined in the IRA Custodial Agreement, for the benefit of Client. For purposes of trusts, Account Holder shall not include the beneficiaries of the trusts.

**Advisers Act.** The Investment Advisers Act of 1940, as amended.

**Advisory Agreement.** This Advisory Agreement between Qapital and Client, as it may be amended, supplemented, or otherwise modified from time to time.

**Advisory Communications.** All communications to Client from Qapital which relate to the Account, the Program, or, more generally, Client's relationship with Qapital.

**Application.** The application Client prepares and submits within the "Sign Up" section of the Website for the purpose of becoming a client of Qapital, and as part of which Client consents to the terms and conditions of this Advisory Agreement. Application includes all information provided by Client to Qapital in connection with the opening or maintenance of the Account.

**Business Day.** Monday through Friday, excluding U.S. stock exchange holidays.

**Client.** The individual(s), corporation(s), or other entity or entities who are the Account Holder or who own a legal or beneficial interest in the Account if the Account is an IRA. For avoidance of doubt, the beneficiary of a trust is not a Client.

**Client Representative.** If Client is an entity, the trustee, agent, representative, or nominee of that entity.

**Custodian.** The qualified custodian selected by Client to maintain custody of Account assets.

**Fee.** The monthly Subscription Fee described in Section 14, a portion of which may be allocated to investment advisory services.

**Fiduciary.** A person or entity authorized to give instructions with respect to the Account on behalf of beneficial owners of the Account, including a custodian, a trustee, conservator, guardian, representative, administrator, executor, attorney-in-fact, or an investment adviser. A Fiduciary is bound by the provisions of this Advisory Agreement to the same extent as the beneficial owners of the Account. A Fiduciary may be an Account Holder if the Account is held in the name of the Fiduciary.

**Interface.** The collection of tools, features, adjustments, inputs, and other controls within the Website that are provided to establish and manage the Account and access services provided through the Program.

**Joint Account.** The account(s) with more than one Account Holder established (either at the time of, or subsequent to, the execution of this Advisory Agreement) to hold assets managed through the Program.

**Linked Checking Account.** The checking account linked to the Account as selected by Client.

**Losses.** Any and all loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense, or fee (including attorneys' fees and costs of collection) of any nature whatsoever, and claims therefore.

**Market Hours.** The open hours of the New York Stock Exchange, generally 9:30 AM to 4:00 PM Eastern Time on Business Days.

**Password.** Any authentication device (including alphanumeric codes) associated with Client's User ID that Qapital requires for access to the Account (or certain Account features) or services provided through the Program, Website, and/or Interface.

**Plan.** The investment plan designed by Qapital for Client.

**Products.** The investment products offered through the program, which include exchange traded funds.

**Program.** The investment advisory services provided by Qapital, as described below in Section 9, as well as the brokerage and other services that Qapital shall arrange to provide for Client pursuant to the terms hereof.

**Related Parties.** Qapital's affiliated entities and each of their respective members, partners, officers, directors, employees, counsel, representatives, consultants, agents, advisors, successors and assigns.

**User ID.** The alphanumeric code that uniquely identifies Client for purposes of the Program.

**Website.** World Wide Web sites, including [www.qapital.com](http://www.qapital.com), along with any other path segments or subdirectories and mobile applications operated by Qapital, through which the Program is administered, the Account is established, accessed, and managed by the Client, and Account related information is made available. The Interface is part of the Website.

3. *Terms and Conditions.* This Advisory Agreement sets forth the terms and conditions governing the Program and the relationship of Qapital and Client concerning certain assets and transactions that are maintained, as described below, in the Account which is managed under a Program via the Website. The provisions in this Advisory Agreement are in addition to Qapital's Terms & Conditions on the Website and any other agreements Client has entered into with Qapital.
4. *True and Accurate Information; Ownership.* The information Client has provided on the Application is incorporated into this Advisory Agreement. Client attests that such information is

current, accurate, truthful, and complete and agrees to promptly deliver all amendments or supplements to such information as required to ensure that such information is current, accurate, truthful, and complete. Unless otherwise required by this Advisory Agreement, Client agrees to promptly notify Qapital via email, at support@qapitalinvest.com, of any change to the information, but in any event within thirty days of such change. Client agrees to indemnify and hold Qapital and its Related Parties harmless from and against any and all Losses arising out of or relating to Client's failure to provide true and accurate information on the Application or to update such information as required. Client further represents that no one else has an interest in the Account or access to it except Client and any other person that Client has previously disclosed to Qapital through the Application, Interface, or otherwise in a manner specified by Qapital.

5. *Service Not Available Outside the United States or to Non-Resident Aliens.* Qapital makes no representation or warranty regarding its compliance with local laws in foreign jurisdictions, or regarding the appropriateness of the Website's content or its compliance with such local laws. The products and services provided under the Program by Qapital and the Website are not being offered to, and are generally not available to, anyone located outside the 50 U.S. states, including U.S. citizens residing or working abroad. Qapital does not offer the Program to non-resident aliens that require a Form W-8 for tax-withholding. Client understands that the Website is the only means of accessing the services provided through the Program, accessing the Account, and providing certain information and preferences regarding the Account. Client's inability to access the Website in certain foreign countries could result in Client's inability to access the services provided through the Program, the Account, or to provide certain information and preferences regarding the Account. Client agrees to indemnify and hold Qapital and its Related Parties harmless from and against any and all Losses arising out of, relating to, or incurred as a result of the unavailability of the Website from foreign countries, or other limitations placed on such Account(s) as required by law.
6. *Method of Communication.* Client agrees that the primary method of Qapital's communication with Client will be by posting information on servers accessible from the Website and, to the extent required by law, sending Client a notice that directs Client to the Website from which the information can be read and printed. Client understands that Qapital reserves the right, however, to post Advisory Communications on the Website without providing notice to Client or send Advisory Communications to Client's postal or electronic mail address of record. Client agrees to check the Interface regularly as Client may have no other means of knowing that information and Advisory Communications have been delivered to Client. Client agrees that all Advisory Communications provided to Client in any of the ways described above will be deemed to have been good and effective delivery to Client when sent or posted by Qapital, regardless of whether Client actually or timely receives or accesses the Advisory Communication.
7. *Joint Accounts.* With respect to Joint Accounts, each Account Holder agrees to be jointly and severally liable for all obligations arising under this Advisory Agreement or otherwise relating to the Joint Account or participation in the Program, including responsibility for information provided through the Interface or using any User ID and Password associated with the Joint Account. Each Account Holder has full authority, acting individually and without notice to any other Account Holder, to deal with Qapital as fully and completely as if such Account Holder were the sole Account Holder. Each Account Holder authorizes Qapital to follow the instructions of any one Account Holder concerning any matter pertaining to the Joint Account. This includes delivery of property in the Joint Account to any third party or disbursement of any or all monies in the

Joint Account. If each Account Holder is not an owner of the Linked Checking Account, the Account Holder(s) that own(s) the Linked Checking Account represents and warrants that each Account Holder has the legal authority to make deposits to and withdrawals from the Linked Checking Account to and from the Joint Account and shall hold Qapital harmless from and against any Losses arising out of or relating to any deposit to or withdrawal from the Linked Checking Account to and from the Joint Account by any Account Holder.

Qapital is not responsible for determining the purpose or propriety of any instruction received from any Account Holder as against any other Account Holder, or of any disposition of payments or deliveries of securities or other property between or among Account Holders. At its sole discretion, Qapital reserves the right to require written instructions, or other information confirmatory of identity, from one or all Account Holders. If Qapital receives instructions from any Account Holder that, in Qapital's opinion, conflicts with instructions received from any other Account Holder, or other authority for the account, Qapital may comply with any of these instructions or advise each Account Holder of the apparent conflict and take no action as to any of these instructions until it actually receives and has a reasonable amount of time to act on satisfactory instructions from any or all of the Account Holders.

In the event of a dispute between or among Account Holders of which Qapital has notice, Qapital reserves the right, but is not obligated, to place restrictions on participation in the Program. For example, if an Account Holder requests a restriction be placed on access to funds in the Account because of a pending litigation or dispute between Account Holders, Qapital may prohibit all transfers of funds from the Joint Account, including canceling ACH withdrawal privileges, with such restrictions to remain in place until Qapital actually receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all Account Holders. In such a case, all Account Holders remain liable for any pending ACH or other transactions that have not yet cleared at the time of the restriction. Qapital also may, at the expense of the Account Holders, commence or defend any action or proceeding for or in the nature of interpleader to have the dispute resolved, judicially or by applicable self-regulatory organization, or by authority of applicable regulators. If a suit or proceeding for or in the nature of interpleader is brought by or against it, Qapital may deliver the Joint Account into the registry of the court, at which time Qapital will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Advisory Agreement.

Each Account Holder agrees that, on the death or disability of an Account Holder, divorce of married Account Holders, or other event that causes a change in ownership or capacity with respect to the Joint Account, the remaining Account Holder(s) will immediately give Qapital official written notice of such change of ownership or capacity. Qapital will not be responsible for any transfers, payments or other transactions in the Account made at the direction of a former Account Holder or incapacitated Account Holder before Qapital actually received and had a reasonable amount of time to act on such official written notice. Following receipt of such official written notice, Qapital may require additional documents and reserves the right to retain such assets in and/or restrict transactions in the Joint Account as it deems advisable in its sole discretion to protect itself against any Losses. 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 Joint Account arising out of or relating to transactions initiated before Qapital actually received and had a reasonable amount of time to act on such official written notice.

Qapital will not notify other Account Holders of the actions taken by any one Account Holder. Each Account Holder agrees that notice provided to any one Account Holder will be deemed to be notice to all Account Holders for all purposes.

Joint Accounts are made available at the sole discretion of Qapital. Joint Accounts are not available for IRA accounts.

8. *Fiduciary Accounts.* Qapital does not review any action or inaction of a Fiduciary with respect to the Account and is not responsible for determining whether a Fiduciary's action or inaction satisfies the standard of care applicable to such Fiduciary's handling of the Account. Qapital is not responsible for determining the validity of a person or entity's status or capacity to serve as a Fiduciary. At its sole discretion, Qapital may require additional documentation before permitting a Fiduciary on an existing Account or when opening a new Account. The Fiduciary agrees to indemnify and hold Qapital and its Related Parties harmless from and against any Losses arising out of or relating to any act, error, or omission of the Fiduciary.

A Fiduciary who is a custodian of a Uniform Transfers to Minors Act or Universal Gifts to Minors Act Account is responsible for all activity in the Account. Activity resulting from any instructions received from the minor, including placing or attempting to place orders, using or attempting to use such Fiduciary's Password or taking delivery or attempting to take delivery of assets of the Account, and all related services, will be deemed to be the actions of such Fiduciary. As the person / entity responsible for the Account, such Fiduciary will be held liable for any consequences of such activity, including any Losses incurred by Qapital. Such Fiduciary agrees to indemnify and hold Qapital and its Related Parties harmless from and against any Losses arising out of or relating to any act, error, or omission of the Fiduciary or minor.

9. *The Programs; Scope of Services.* By joining the Program, Client is engaging Qapital to provide discretionary investment advisory services with respect to the Account. With respect to individual securities selected by Client, Qapital's acceptance of discretion refers only to time and price as exercised through a qualified broker dealer, the selection of which shall be in Qapital's sole discretion. Qapital will provide the services described herein on the terms and conditions described herein. Qapital hereby accepts such engagement.

Qapital will design a Plan for Client via the Interface that is based on Qapital's investment methodology regarding asset allocation strategies and certain information and preferences provided by Client. The Plan may be modified as Qapital adjusts its investment methodology and Client updates Client's preferences via the Interface. Client can however, choose to override our algorithmic determinations by selecting a different Plan.

Client understands and agrees that the Plan will be based solely on Client's assets in the Account and the information and preferences provided by Client via the Interface in response to the requests Qapital makes via the Interface. Client understands and agrees that Qapital's investment plan will not be based on assets that Client may have outside of the Account or Client's preferences not communicated to Qapital via the Interface. Client understands and agrees that Qapital's only obligation is to manage the Account in accordance with the Plan, and that Client has not engaged Qapital to provide any individual financial planning services beyond what is provided via the Interface. Notwithstanding the foregoing, Client's selection of individual securities or certain additional thematic model portfolios including, growth and stability oriented themed portfolios, each comprised of multiple ETFs (the "Thematic Portfolios") to be included in its portfolios shall not be included in Qapital's assessment of Client's Plan.

Client appoints Qapital to manage the Account on a discretionary basis and act as Client's attorney-in-fact with limited power and authority for Client and on Client's behalf to buy, sell, and otherwise effect investment transactions in the name of the Account in accordance with the Plan. Qapital shall manage the Account by issuing trading instructions to a broker selected by Qapital in its sole discretion to cause the Account to purchase and sell Products pursuant to the Plan. The Products and the proportions in which they are held in the Account may be rebalanced in Qapital's discretion to conform to the information and preferences specified by Client in the Interface or in the event of any changes to the Plan, including but not limited to any changes in the Products selected by Qapital. Client's selection of individual securities which may otherwise impact Client's portfolio will not be included in this assessment. Client understands and agrees that such transactions may affect the market value of the Account and may also have tax consequences.

With respect to the Thematic Portfolios, it is the sole and exclusive responsibility of the Client to determine whether to allocate any assets to the Thematic Portfolios (to the extent identified as a suitable candidate for access to such portfolios) and, Client understands and agrees that Qapital does not intend for your selection of any Thematic Portfolio to fall within the scope of the advisory relationship between you and Qapital. Qapital is responsible for maintaining all portfolios available through Qapital. In all instances, Qapital is also responsible for managing your assets in accordance with the parameters and investment guidelines associated with each portfolio in which you are invested.

Services of the Program shall not include in person, telephonic, or other written consultation to determine the Client's financial situation and investment objectives.

10. *Brokerage.* Qapital will have absolute authority and discretion to place brokerage orders for the Account with such brokers as Qapital will select in its sole discretion. Qapital will negotiate in good faith fees with brokerage firms when buying or selling securities for the Account and will attempt to effect trading costs that are advantageous for Client for the given set of circumstances at the time of the transaction. In selecting a broker or dealer, Qapital may consider, among other things, the broker's or dealer's execution capabilities, reputation and access to the markets for the securities being traded. Qapital may pay a broker commission in excess of that which another broker is willing to charge if Qapital determines in good faith that the amount of the commissions paid is reasonable in relation to the value of the brokerage and research services provided by such broker. Notwithstanding the foregoing, Client acknowledges that the selection of individual securities will result in additional brokerage fees payable by Client.
11. *Custody.* Physical custody of the Account assets, including cash and its equivalents, will be maintained by a qualified custodian selected by Client. Client's relationship with the Custodian will be governed by a separate custody/brokerage account agreement between Client and the Custodian, which Custodian will be solely responsible for settlement of all transactions, receipt and disbursement of funds and other acts necessary for the proper custody of Account assets. Neither Qapital nor any of its Related Parties shall be liable to Client for any act, conduct or omission by the Custodian in its capacity as broker or custodian. Neither Qapital nor any of its Related Parties shall be responsible for ensuring the Custodian's compliance with the terms of the brokerage account or payment of brokerage or the Custodian charges and fees. Client shall be responsible for brokerage expenses that are billed directly by the Custodian(s). Qapital may rely completely on reports from the Custodian as to all matters for which the Custodian is responsible.

The Custodian will provide Client, at least quarterly, a list of all assets held in the Account, asset values, and all transactions affecting the Account assets, including any additions or withdrawals.

In addition, Qapital may provide Client with reports with respect to the Account, such as performance analysis. Client is urged to compare the statements it receives from the Custodian with the reports it receives from Qapital.

12. *Order Handling.* Qapital may, but is not required to, aggregate orders for the sale or purchase of securities for the Account with orders for the same security for other Qapital clients, including Qapital and its Related Parties. In such cases, each Account will be charged or credited with the average price per unit.
13. *Proxy Voting; Class Actions.* Qapital will not vote proxies, monitor class action suits or process class action claim forms on behalf of Client. Client will receive such materials from the Custodian, and Client shall be responsible for (i) directing the manner in which proxies solicited by issuers of securities beneficially owned by Client shall be voted; (ii) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other such events pertaining to Account assets; and (iii) monitoring all class action suits and processing all corresponding claim forms with respect to assets held in the Account.
14. *Compensation.* Client will be charged a monthly subscription fee of \$6 for Qapital Complete, or \$12 for Qapital Premier (the "Subscription Fee"). A portion of the Subscription Fee may be allocated to investment advisory services. Investment advisory services are only available to Qapital users who subscribe to Qapital Complete or Qapital Premier. Client understands and agrees that Qapital may change the Subscription Fee at any time as Qapital may determine in its sole and absolute discretion. Qapital will notify Client in advance of any change in Subscription Fees in accordance with Section 25. Subscription Fee changes will take effect at the start of the next subscription period following the date of the Subscription Fee change. Client shall be deemed to accept the new fees by continuing to use the Program after the fee change takes effect. If Client does not agree with the applicable price change, Client has the right to reject the change by terminating this Advisory Agreement as provided in Section 20. Client understands and agrees that Qapital and its Related Parties, in connection with the performance of their respective services, shall be entitled to and may share in the Subscription Fee or revenues derived from the Program. Notwithstanding the foregoing, Qapital may charge Client and deduct from the Account fees for certain special requests and irregular services including, but not limited to, delivery of documents in paper form. Client also agrees to pay all applicable federal, state, and local taxes.

Client authorizes Qapital to deduct charges owing by Client directly from the Account or from another funding source designated by Client and approved by Qapital. Client understands and agrees that transactions related to the funding of current charges will be conducted in accordance with Section 15 herein and Qapital's Terms and Conditions, available at <https://www.qapital.com/terms/>.

Most investments used to create Client's portfolio are exchange traded funds, which are subject to investment advisory and other fees and expenses that will be indirectly paid by Client. Client may also incur commission costs when Qapital buys or sells Products for Client's portfolio, as well as fees charged by the Custodian for its services, or when Client selects individual securities available on the Platform. Qapital does not receive or share in such fees or costs.

15. *Fee Payment.* Upon dates that Fees are due, Qapital will order the deduction of the applicable Fee from the Account. If the Account does not have a sufficient cash balance to cover the Fee, Qapital may order the sale of Products held in the Account in Qapital's discretion in amounts necessary to fund current charges. Qapital may do the same for fees for special requests and



certain irregular services. Any incidental excess proceeds which result from a Fee-related sale will be applied as soon as is practical to purchase additional shares of Products in amounts of Products which will cause, as determined by Qapital, the Account to equal, or approximate as closely as possible, the allocation required by the Plan.

16. *Linked Checking Account.* Client may maintain a maximum of one Linked Checking Account at any time. Initially, Client's Linked Checking Account will be the account which Client designates in the Application. To establish or change the Linked Checking Account, Client will comply with applicable procedures within the Interface or as otherwise required by Qapital. Qapital may place reasonable restrictions on the frequency with which Client changes the Linked Checking Account.
17. *Deposits and Withdrawals to the Account.* At any time, Client may enter instructions with Qapital to make cash deposits to the Account from the Linked Checking Account or withdrawals from the Account to the Linked Checking Account by taking appropriate action within the Interface. Client understands and agrees that the deposit and withdrawal of funds to or from the Account will be conducted exclusively in cash via ACH transactions. Client understands and agrees that ACH transactions are subject to processing delays which may last up to five Business Days or longer and funds transferred may not be credited to the Account or otherwise available to Client during processing. Qapital, in its sole discretion, may impose a longer waiting period during which funds may not be available for trading or withdrawal. Qapital may, in its sole discretion, permit the transfer of funds into or out of the Account in other forms or via alternative means. Qapital reserves the right, in its sole discretion and without advance notice, to refuse certain types of additions of funds to the Account.

Client understands that any deposits to or withdrawals from the Account may trigger buy, sell, or rebalancing transactions as well as impact the performance of the Account. In addition, Client understands and agrees that withdrawals from the Account may have adverse tax consequences and may prevent Client from meeting Client's investment objectives.

18. *Personal Information.* The respective rights and responsibilities of Qapital, and Client regarding the collection, processing, and use of Client's personal information and Client's rights to limit the use and disclosure of such information, are set forth in this Section 18 as well as Qapital's Privacy Policy, as amended from time to time. Such rights and responsibilities are further defined by applicable laws and regulations of national and state governments and international bodies. In the event of any controversy regarding Qapital's collection, use, processing, transfer, or receipt of any information about Client, Client agrees that remedies will be expressly limited to those specifically provided by the applicable laws and regulations, in accordance with this Advisory Agreement.
19. *Access Interruptions.* Client understands that Qapital does not guarantee that access to the Website, Account and Interface will be available all the time. Qapital reserves the right to suspend access to the Program without prior notice for scheduled or unscheduled system repairs or upgrades. Further, access to the Website, Account and Interface may be limited or unavailable due to, among other things: market volatility, peak demand, systems upgrades, maintenance, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, and force majeure. Client agrees that neither Qapital nor its Related Parties will be liable to Client for any Losses incurred by Client (including, but not limited to, lost profits, trading losses, and similar damages and any special, indirect or consequential damages) resulting from such access limitations or unavailability.

20. *Term.* This Advisory Agreement may be terminated at any time by either party for any reason upon written notice to the other party in accordance with this Section 20. Termination by Client is effective upon receipt by Qapital of Client's written electronic notice of intent to terminate and payment of outstanding charges as described in Section 14. For the purposes of this Section 20, "Client's written electronic notice of intent to terminate" shall mean Client's election to close the Account as such action is provided within the Interface. Termination by Qapital is effective on the date of written electronic notice to Client, unless a later date is stated in the notice. Client shall be responsible for any transactions initiated prior to termination. Upon termination of this Advisory Agreement, (i) Client will remain liable to Qapital for payment of the Fees and any other indebtedness or obligation owing to Qapital as provided under this Advisory Agreement; and (ii) Qapital will no longer be responsible for providing any services under this Advisory Agreement. If Client should re-open an account with Qapital at a date subsequent to terminating the Account and this Advisory Agreement, Client agrees to be bound by the advisory agreement in effect at the time Client re-opens such account.

Upon termination, Qapital is expressly authorized by Client to redeem or otherwise liquidate any shares of Products held in the Account and disburse proceeds to Client. Such redemption or liquidation may affect the asset allocation and/or market value of the Account and may also have tax consequences.

Client's death, disability or incompetency will not automatically terminate or change the terms of this Advisory Agreement. But Client's executor, personal representative, guardian, attorney-in-fact or other authorized representative may terminate this Advisory Agreement by giving written notice to Qapital. Client acknowledges that the Custodian may not permit any further account transactions until such time that any documentation required to establish authority regarding the Account is provided by Client's representative with reasonable time to investigate and confirm the propriety thereof.

21. *Anti-Money Laundering Representations.*

Client acknowledges that Qapital seeks to comply with all applicable laws concerning money laundering and related activities. In furtherance of those efforts, Client represents and agrees that:

- i. None of the cash or property that Client has paid, will pay or will contribute to the Account has been or will be derived from, or related to, any illegal or illegitimate activities.
- ii. No contribution or payment by Client to the Account, to the extent that such contribution or payment is within Client's control, will cause Qapital to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.
- iii. Client will promptly notify Qapital if any of these representations cease to be true. Client agrees to promptly provide to Qapital any additional information regarding Client or its beneficial owners that Qapital deems appropriate to ensure compliance with all applicable laws concerning money laundering and similar activities. Client understands and agrees that if at any time it is discovered that any of the foregoing representations

are incorrect, or if otherwise required by applicable law, regulation or administrative pronouncement related to money laundering and similar activities, Qapital may undertake appropriate actions to ensure compliance with applicable laws, regulations and administrative pronouncements, including, without limitation, segregating the Account, distributing the assets in the Account to Client and/or terminating this Advisory Agreement. Client further understands that Qapital may release confidential information about Client and, if applicable, any underlying beneficial owners, to proper authorities if Qapital, in its sole discretion, determines that it is necessary to comply with applicable laws, rules, regulations and administrative pronouncements.

22. *Limitation of Liability; Indemnity.* Client recognizes that risks are inherent in securities investments, and that investments made for Client's account are subject to general market, currency, economic, political and business risks and agrees to accept those risks. Qapital cannot assure a profit will be obtained, or that a loss will not be incurred. Client acknowledges that past performance and advice regarding Client's account cannot guarantee future results. As with all market investments, Client investments can appreciate or depreciate and Qapital does not guarantee or warrant that the products and services it offers will result in a profit or perform in any particular way. Client also understands that there are no guarantees that his or her investment goals or objectives will be met or that any investment strategy selected by Qapital will be successful in achieving Client's long-term objectives. Client also understands that his or her account is not insured and that the value and return of the account and the investments in the account will fluctuate over time. At any point in time, Client's portfolio may be worth more or less than the amount originally invested in the account.

Subject to Section 23 and except as may otherwise be provided by law, neither Qapital nor any of its Related Parties will be liable to Client for: (i) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted by Qapital, except to the extent a court of competent jurisdiction finds in a final, non-appealable judgment that such loss resulted directly from Qapital's gross negligence or willful misconduct; (ii) any loss arising from Qapital's adherence to Client's instructions; or (iii) any act or failure to act by any custodian or broker.

Client will indemnify Qapital and its Related Parties against, and hold them harmless from, any Losses suffered or incurred as a result of: (i) any action taken or omitted by Qapital during the term of this Advisory Agreement in accordance with this Advisory Agreement; (ii) Client's written or oral instructions, (iii) Qapital's reliance on inaccurate, incomplete, outdated or misleading information provided by Client and/or Client's failure to promptly inform Qapital of any restrictions that may affect the management of Client's account; (iv) any action or omission by the Custodian, any broker or dealer to which Qapital directs transactions for Client's account or by any other third-party professionals or service providers; (v) Client's breach of any provision of this Advisory Agreement; (vi) failure or delay in performance of any obligation under this Advisory Agreement arising out of or caused by circumstances beyond Qapital's reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of a civil or military authority, governmental actions or inability to obtain labor, material, equipment or transportation or (vii) if Qapital's authority is terminated by operation of law (including, without limitation, termination occurring by reason of Client's death or incapacity), any action initiated by Qapital in accordance with this Advisory Agreement before Qapital receives

notice of such termination. Client's obligations under this Section 22 will survive the termination of this Advisory Agreement.

Qapital will have no duty, responsibility or liability whatsoever with respect to any property of Client not constituting a portion of the Account.

23. *Nonwaiver of Rights.* State and federal securities laws sometimes impose liability on advisers who act in good faith. Nothing in this Advisory Agreement constitutes a waiver by Client of any of its legal rights under the Advisers Act, or rules thereunder, other applicable federal or state securities laws, or any other law whose applicability is not permitted to be contractually waived.

24. *General and Miscellaneous Provisions and Disclosures.*

- a. Client represents and confirms that Client has full power and authority to execute, deliver, enter into, and perform Client's obligations under this Advisory Agreement. Client represents that this Advisory Agreement has been duly authorized, executed, and delivered by Client and is the legal, valid, and binding agreement of Client, enforceable against Client in accordance with its terms, and that the terms of this Advisory Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise.
- b. If this Advisory Agreement is being executed on behalf of a corporation, trust, government, partnership, or other business or legal entity, Client further represents that the governing documents for such entity authorize and permit the provision of investment advisory services through an advisory account in accordance with the terms of this Advisory Agreement.
- c. If Client is a corporation, trust, government, partnership, or other business or legal entity, the Client Representative executing this Advisory Agreement on behalf of Client represents and confirms that the Client Representative has the requisite legal capacity, authority, and power to execute, deliver, and perform such execution and the obligations under this Advisory Agreement as applicable. Client agrees to indemnify, defend, and hold Qapital and its affiliates harmless from any Losses arising out of or relating to claims against Qapital arising out of Client's failure – whether it be intentional or unintentional – to abide by Client's representations in this paragraph.
- d. If Client is an entity, and if the Client Representative is entering into this Advisory Agreement, Client and Client Representative understand and agree that the representations, warranties, and agreements made herein are made by Client both: (i) with respect to Client; and (ii) with respect to the Client Representative.
- e. Client shall advise Qapital immediately of any event that might affect the authority described in this Section 24 or the binding effect of this Advisory Agreement.
- f. Client understands and agrees that Qapital offers no guarantees of investment performance based on the predictions and suggestions of the investment tools or other advice provided through the Program. In deciding to engage Qapital and open the Account, Client represents that Client has determined that the Program is appropriate for Client, taking into account all factors that Client believes are relevant, including but not limited to the terms and conditions of the Program, Client's interest in having Qapital make investment decisions for Client, Client's anticipated need for investment advice, the costs and potential benefits of the

Program as compared to other types of advisory account programs, such as nondiscretionary account programs, and the costs and potential benefits of this Program as compared to traditional brokerage services, such as a commission-based brokerage account, trading activity, and Client's level of investment experience. Client represents that Client is aware of and is willing to assume risks involved with investing pursuant to the Program.

- g. If any section, paragraph, or provision of this Advisory Agreement is held to be invalid, void, or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining sections, paragraphs, and provisions of this Advisory Agreement.
- h. Except as specifically permitted in this Advisory Agreement, no provision of this Advisory Agreement can be, nor will it be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by an authorized officer of Qapital.
- i. Qapital may amend this Advisory Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective as of the time Qapital has notified Client in writing of any change or such later date as Qapital may establish. Qapital reserves the right to notify Client of modifications to this Advisory Agreement by mailing or e-mailing a written notice or new Advisory Agreement to Client. Client understands that the normal method of notifying Client of modifications to this Advisory Agreement will be to post the information on the Website. Client understands that by not closing and/or continuing to use the Account, Client confirms Client's agreement to abide by this Advisory Agreement, as amended from time to time.
- j. Qapital's failure to insist on strict compliance with this Advisory Agreement or any other course of conduct on Qapital's part will not be deemed a waiver of Qapital's rights under this Advisory Agreement.
- k. Client expressly understands and agrees that Qapital is not qualified to, and does not purport to provide, any legal, accounting, estate, actuary, or tax advice or to prepare any legal, accounting or tax documents. Nothing in this Advisory Agreement shall be construed as providing for such services. Client will rely on his or her tax attorney or accountant for tax advice or tax preparation. Even if Qapital's reports to Client may be used to assist Client in preparing tax returns, the reports do not represent the advice or approval of tax professionals.
- l. The parties hereby acknowledge and agree that this Advisory Agreement, and the other documents agreed to and delivered in connection with becoming and continuing to be a client of Qapital and its Related Parties, including without limitation those on statements and confirmations, constitute the final understanding and agreement between the parties with respect to all matters contained herein and therein. This Advisory Agreement supersedes any previous agreements that Client has made with Qapital individually with regard to the Account, and if the Account is held jointly, it supersedes any previous agreements made by the same parties to this Advisory Agreement, to the extent that the subject matter is covered by this Advisory Agreement.
- m. Neither Client nor Qapital may assign (within the meaning of the Advisers Act) this Advisory Agreement without the consent of the other party. Client will be deemed to have consented

to Qapital assigning its rights and duties under this Advisory Agreement if after receiving adequate written electronic notice of a proposed assignment Client does not serve notice of objection to Qapital. If Client continues to accept the services provided by the successor without written objection during the 30 days after receipt of the written notice from the successor, the successor may assume that Client has consented to the assignment and the successor will become the advisor to Client under the terms and conditions of this Advisory Agreement. Any purported assignment in violation of this Advisory Agreement will be void.

- n. This Advisory Agreement will inure to the benefit of Qapital and its successors, assigns, and agents. In addition, Client hereby agrees that this Advisory Agreement and all the terms hereof, will be binding on Client's heirs, executors, administrators, personal representatives, and any assigns permitted by Qapital.
  - o. Client understands that this Advisory Agreement will be deemed to have been made in the State of New York and will be construed, and the rights and liabilities of the parties determined, in accordance with the internal laws of the State of New York.
  - p. The heading of each provision of this Advisory Agreement is for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
  - q. Client's intentional action in electronically signing the Application is valid evidence of consent to be legally bound by this Advisory Agreement and by other documentation submitted in the Application process or governing Client's relationship with Qapital. The use of an electronic version of Program documents fully satisfies any requirement that they be provided to Client in writing. Client acknowledges that Client may access and retain a record of the documents that Client electronically signs through the Interface. Client is solely responsible for reviewing and understanding all of the terms and conditions of these documents. Client accepts as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Advisory Agreement on the Interface. Client acknowledges and agrees that Qapital may modify this Advisory Agreement from time to time and Client agrees to consult the Interface from time to time for the most up-to-date Advisory Agreement.
  - r. The electronically stored copy of this Advisory Agreement is considered to be the true, complete, valid, authentic, and enforceable record of this Advisory 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. Client agrees to not contest the admissibility or enforceability of Qapital's electronically stored copy of this Advisory Agreement in any proceeding arising out of the terms and conditions of this Advisory Agreement.
25. *Electronic Delivery of Documents.* Client acknowledges Client's receipt and acceptance of the "Consent to Electronic Delivery of Documents" from Qapital. All written notices to any party under this Advisory Agreement shall be sent to such party in electronic form either through applicable means of the Interface or through designated email addresses, or such other address as such party may designate in writing to the other. Notwithstanding the above, Qapital may send, or may occasionally require Client to send, certain communications in non-electronic form.

Client understands that there are risks associated with electronic delivery of information, including the risk of system outages or interruptions, or cyberintrusion, which may, among other things, inhibit or delay Client's receipt of information. Qapital will not be liable for any interception by any third party of the information transmitted electronically. If Client withdraws this consent to receive communications electronically, Advisor will provide the required documentation in non-electronic form but reserves the right to close the Account.

26. *Arbitration.* Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute under this Advisory Agreement that cannot be resolved by mediation, both Qapital and Client agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association, provided that the American Arbitration Association accepts jurisdiction. For certain transactions, Qapital may be obligated to consent to the authority of FINRA. Qapital and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Qapital and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Qapital and Client each acknowledges that it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Advisory Agreement. Furthermore, this Section 26 does not constitute a waiver of any right provided in the Advisers Act, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

27. *Agreement.*

For natural person Clients, each Account Holder must sign, unless represented by a Fiduciary. If a natural person Client is represented by a Fiduciary, then the Fiduciary must be sign and the capacity in which he or she is acting must be indicated.

For entity Clients, a duly authorized Client Representative must sign, and the capacity in which he or she is acting must be indicated.

The name, electronic signature and date of electronic signature or acceptance of each Account Holder, Fiduciary and/or Client Representative is incorporated by reference to the information stored in those fields found within the Application.

Qapital's approval of this Advisory Agreement is incorporated by reference to fields captured by Qapital's internal software systems.

Last Revised 3/31/2025