

## GLOBAL PREDICTIONS CLIENT AGREEMENT

EFFECTIVE AS OF MARCH 31, 2024 (or earlier by clicking “I AGREE”)

### IMPORTANT INFORMATION:

Global Predictions, Inc. (“**Global Predictions**,” “**Adviser**,” “**we**,” “**us**,” or “**our**”) is an SEC-registered investment adviser that operates websites and from time to time certain mobile software applications (“**Mobile Application**”) located at <https://www.globalpredictions.com/> & <https://portfoliopilot.com> and all associated pages, and microsites (collectively, the foregoing is referred to as our “**Platform**”). Registration with the SEC should not be construed as an endorsement or an indicator of investment skill, acumen, training, or experience.

Global Predictions provides investment advice only through its internet-based application, PortfolioPilot, and only to investors who are advisory clients of Global Predictions pursuant to written advisory Client Agreements (“**Advisory Services**”). For more information regarding Global Predictions’ Advisory Services and related fees, please see our [Form ADV Part 2 \(Brochure\)](#). Users of our Platform who are not Advisory Services clients (i.e., individuals who are not party to a Client Agreement) can register [here](#) for a no-fee PortfolioPilot account to access to our Smart Portfolio Monitoring investment tools.

**YOU MUST CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THE CLIENT AGREEMENT BEFORE CLICKING “I AGREE”. BEFORE CLICKING “I AGREE”, YOU SHOULD CONTACT GLOBAL PREDICTIONS TO ASK ANY QUESTIONS YOU MAY HAVE. BY CLICKING “I AGREE”, YOU AGREE THAT SUCH ACTION HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF THE CLIENT AGREEMENT, AND YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THE CLIENT AGREEMENT.**

**IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE AND ACCEPT THE TERMS AND CONDITIONS OF THE CLIENT AGREEMENT, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND ADVISER THROUGH BINDING, INDIVIDUAL, PRIVATE ARBITRATION AND ARE GIVING UP THE RIGHT TO SUE US IN COURT, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO LITIGATE OR ARBITRATE ON A CLASS BASIS. PLEASE REVIEW CAREFULLY SECTION 11(g) OF THE CLIENT AGREEMENT FOR DETAILS REGARDING YOUR BINDING WAIVER OF THESE RIGHTS.**

**IMPORTANT NOTICE REGARDING AMENDMENTS: THE CLIENT AGREEMENT MAY BE AMENDED FROM TIME TO TIME WITHOUT YOUR CONSENT, AND THE AMENDED AGREEMENT WILL BE EFFECTIVE WHEN POSTED ON THE PLATFORM. WE WILL PROVIDE YOU WITH ADVANCE NOTICE OF ANY SUCH AMENDMENT AS, AND IF, REQUIRED BY LAW, SUCH AS WHEN WE DEEM ANY SUCH CHANGE TO BE MATERIAL. EXCEPT AS PROVIDED IN THE CLIENT AGREEMENT, IT IS YOUR RESPONSIBILITY TO CHECK THE PLATFORM FOR UPDATES TO THE AGREEMENT. BY CONTINUING TO USE THE APPLICABLE SERVICES FOLLOWING ANY AMENDMENT TO THE CLIENT AGREEMENT, YOU AGREE TO BE BOUND BY ALL SUCH AMENDMENTS.**

## GLOBAL PREDICTIONS CLIENT AGREEMENT

EFFECTIVE AS OF MARCH 31, 2024 (or earlier by clicking “I AGREE”)

This PortfolioPilot by Global Predictions Client Agreement (“**Client Agreement**”) sets forth the terms and conditions of advisory services (the “**Services**”) offered by Global Predictions, Inc. (“**Adviser**”) through <https://portfoliopilot.com> and certain mobile software applications which may be offered by Global Predictions from time to time, all associated pages, and microsites (collectively, the “**Platform**”) and outlines rights and responsibilities you (referred to as “**You**,” “**Your**” or “**Client**”) have in connection therewith.

### Section 1. Investment Advisory Services.

(a) Adviser will provide You with the advisory services offered in one of the following programs tiers You select: (1) Adviser’s Platinum Program (the “**Platinum Program**”) in exchange for a \$99 monthly “**Platinum Program Fee**,” or (2) Adviser’s Gold Program (the “**Gold Program**”) in exchange for a \$29 monthly “**Gold Program Fee**.” The Platinum Program and the Gold Program are collectively referred to herein as the “**Programs**.” You may switch among the Platinum Program and the Gold Program by selecting that choice in Your Settings Page subject to completion of any additional onboarding requirements associated with your new Program, Your agreement to pay any additional fees and enter into any additional terms, conditions or agreements relating to the new Program and any restrictions on switching among the Programs imposed by Adviser from time to time. **Services may change from time to time and certain Services may be discontinued or others may be added.**

Program Services	Platinum Program (\$99/month)*	Gold Program (\$29/month)*
Asset net worth tracking	✓	✓
Automated analysis and AI assistant	✓	✓
Personalized recommendations and improved support	✓	✓
Advanced investor tools like fee optimization and AI equity search	✓	

\*In addition to Global Predictions’ Program Fee, You may also incur certain charges imposed by custodians, broker-dealers, third-party investments and other parties. See our [Form ADV Part 2 \(Brochure\)](#) for more information.

(b) Adviser will base its recommendations for Your Plan on your risk tolerance and investing preferences You provide during the onboarding process. Adviser will use the information provided by You to calculate your Portfolio Score. To calculate Your Portfolio Score, the Adviser compares your preferred risk with your portfolio, computes your risk-adjusted returns, and analyzes your portfolio’s downside protection. Adviser then uses capital markets assumptions, portfolio analytics, and economic relationships to assess which changes might improve Your Portfolio Score and provides recommendations on buying and selling specific securities. Adviser’s recommendations will be based on the investments you hold in Your portfolio at that time.

(c) You will be able to modify Your risk tolerance and investment preferences by changing Your Settings. Adviser's advice is based upon Your predefined objectives, risk tolerance, financial information, liquidity needs and other various suitability factors. Adviser urges You to review and update Your profile information periodically and upon any change in Your financial condition, risk tolerance, investment preferences and investment objectives.

(d) You are free at all times to accept or reject any of our investment advice. You understand and agree that Adviser does not manage portfolios or place trade orders and will have no discretion to make investment decisions for Your portfolio or on Your behalf. You are solely responsible for acting on our advice, selecting which securities to buy and sell and managing Your Portfolio. You further accept full responsibility for all investment decisions You make in contravention of the investment advice Adviser provides You and agree to hold Adviser harmless therefrom. Moreover, all recommendations are made as of the date made. We are not responsible for following up on any of recommendations we have made. You also understand that You are responsible for all of Your acts and omissions relating to Your use of the Services, including all information You provide to Adviser through the Platform while logged in under Your Username and Password.

(e) Forecasts or projections of investment outcomes in investment plans are estimates only, based upon numerous assumptions about future capital markets returns and economic factors. As estimates, they are imprecise and hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. Diversification does not ensure a profit or protect against a loss in a declining market. There is no guarantee that any particular asset allocation or mix of funds will meet Your investment objectives or provide You with a given level of income. Investing entails risk including the possible loss of principal and there is no assurance that the investment will provide positive performance over any period of time. Failure to implement all of our recommendations will impact Your allocation results. Please read Global Predictions [Form ADV Part 2 \(Brochure\)](#) and [Form CRS](#) carefully prior to becoming a client.

(f) Adviser will not provide accounting, tax or legal advice. It is Your responsibility to obtain such advice if necessary. Adviser will not be responsible for the acts, omissions, or insolvency of any agent, custodian, broker, or the independent contractor selected by You or Your representatives to take any action or to negotiate or consummate any transaction on Your behalf.

## **Section 2. Fees.**

(a) You do have the option to change to a different Program at any time. For example:

(1) If You upgrade Your Program tier, You will get access to the additional Services immediately. A new billing cycle will begin immediately upon Your Program tier update. The fee for Your first month of the upgraded Program tier will be reduced by the monthly fee amount You paid for Your original Program tier. If You initially sign up for the Gold Program on January 1st, but then upgrade to the Platinum Program on February 10th, You will be charged as follows:

<b>Billing Date</b>	<b>Service</b>	<b>Fee</b>
January 1 <sup>st</sup>	Gold	\$29
February 1 <sup>st</sup>	Gold	\$29
February 10 <sup>th</sup>	Platinum	\$70 (\$99 reduced by \$29 previously paid)

March 1 <sup>st</sup>	Platinum	\$99
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The \$99 monthly fee will continue until You terminate or downgrade to a lower Program.

(2) If You downgrade to a lower Program, Your existing Program access will continue until the end of the current billing cycle. At the start of the next billing cycle, You will have access to Your new Program tier and be charged the new Program Fee. For example, if You have the Platinum Program on March 10<sup>th</sup>, but downgrade to the Gold Program on April 20<sup>th</sup>, You will be charged as follows:

Billing Date	Service	Fee
March 10 <sup>th</sup>	Platinum	\$99
April 10 <sup>th</sup>	Platinum	\$99
May 10 <sup>th</sup>	Gold	\$29

(b) Adviser reserves the rights, in its sole discretion, to reduce or waive the Platinum and Gold Program Fees for certain clients for any period of time. You agree Adviser may waive its Platinum and Gold Program Fees for clients other than You, without notice to You and without waiving Your Platinum or Gold Program Fees, as applicable. Adviser may increase or decrease its Platinum and Gold Program Fees in its sole discretion; provided, however, Adviser will promptly notify You of any increase or decrease in the Platinum or Gold Program Fee. A change in the Platinum or Gold Program Fee, including a change in any waiver or reduction of the Platinum or Gold Program Fee, will be effective for You starting in the next month that begins at least 30 days after the Adviser provides such notice.

(c) In addition to Global Predictions' Platinum or Gold Program Fee, if applicable, You will bear any trading costs and custodial fees associated with the custodian of accounts maintained at external financial institutions. You will also be responsible for any tax withholding on Your portfolio transactions. See our [Form ADV Part 2 \(Brochure\)](#) for more information.

(d) Global Predictions has contracted with a third party, Stripe, to process the applicable Program Fee. If You select either the Platinum or Gold Program, You will be prompted to enter Your credit card information through Stripe after accepting the terms of this Client Agreement. You will be billed in advance on a monthly, recurring basis (a "**Billing Cycle**"). The payment method will automatically be charged at the then-current applicable fee for the selected Program tier until the termination of the Service. If a payment is not successfully settled, due to expiration, insufficient funds, lack of verification, or otherwise, Adviser may suspend access to the Service.

### Section 3. Termination

(a) THIS CLIENT AGREEMENT WILL RENEW AUTOMATICALLY EACH MONTH UNTIL TERMINATED BY YOU OR ADVISER. THE PLATINUM AND GOLD PROGRAM FEES MAY VARY FROM TIME TO TIME FOLLOWING NOTICE TO YOU, SUBJECT TO SECTION 2(b), ABOVE, AND IS POSTED ON THE PLATFORM.

(b) You may terminate this Client Agreement upon Your written electronic notice to the Adviser without penalty within five business days of Your electronic consent which will be effective upon Adviser's receipt of such notice. Thereafter, You may terminate this Client Agreement at any time by upon Your written electronic notice to the Adviser. For the purposes of this Section 3, "Your written electronic notice" shall mean Your election to terminate Services using the Downgrade feature on the Platform. Except for termination by You within five business days of Your click-through agreement,

termination of this Client Agreement will be effective at the end of the billing cycle in which Your written notice was given. Except for termination by You within five business days of Your electronic consent, Program access will continue until the end of the current billing cycle. Payments are nonrefundable and there are no refunds or credits for partially used periods if You terminate Your Program. The terms and conditions of this Client Agreement will survive termination of Your account and will continue to apply to any disputed or other remaining matters involving Your relationship with Adviser.

(c) IN ADDITION TO THE RESTRICTIONS ENUMERATED IN THIS CLIENT AGREEMENT AND SUBJECT TO APPLICABLE LAW, ADVISER MAY TERMINATE THIS CLIENT AGREEMENT AT ANY TIME, WITH OR WITHOUT CAUSE, UPON SENDING YOU A NOTICE. If Adviser terminates this Program without cause, Adviser will refund You, on a pro-rata basis, based on the remaining term of the billing cycle.

(d) Termination of this Client Agreement will not affect (a) the validity of any action previously taken under this Client Agreement; (b) liabilities or obligations existing before termination of this Client Agreement; or (c) Your obligation to pay us fees that have already been earned under this Client Agreement.

**Section 4. Proxy Voting & Other Legal Actions.** Adviser shall have no obligation or authority to take any action with respect to (i) the voting of proxies solicited by or with respect to issuers of securities held in Your portfolio or (ii) the making of elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, class actions or other type events pertaining to the securities in Your portfolio.

#### **Section 5. Data Collection.**

(a) In connection with the Services, You may use one of the third-party service providers we work with (“**Data Collection Services**”) to connect Your accounts maintained at external financial institutions, including at banks and broker-dealers (“**Connected Accounts**”), and direct Global Predictions to retrieve and display certain data from Your Connected Accounts in Your Platform account. Connecting Your accounts is completely voluntary and at Your option. By using Data Collection Services, You grant Adviser and Data Collection Service provider the right, power, and authority to act on Your behalf to access and transmit Your personal and financial information, such as Your account balances and holdings, from the relevant financial institution; provided, however, notwithstanding anything herein to the contrary, neither Adviser nor any of its affiliates shall have any authority to access, hold or obtain possession of any cash, securities, mortgages or deeds of trust, or other indicia of ownership held in Your Connected Account. You also agree to Your personal and financial information being transferred, stored, and processed by the Data Collection Service provider. You understand and agree that use of Data Collection Services is subject to the Data Collection Service provider’s terms and conditions, which may impose important limitations on the circumstances and degree of the Data Collection Service provider’s liability.

(b) Adviser is not responsible for and cannot guarantee the accuracy of information about You that Adviser receives from the Connected Accounts. Adviser may not be able to foresee or anticipate technical or other difficulties that may result in failure to obtain data from Your voluntary use of the Data Collection Services. You further understand that Adviser will typically not attempt to refresh the data from the Connected Accounts more than once a day, but may do so less often for a variety of reasons, including connectivity issues and access restrictions imposed by other parties. Subject to the exceptions described in the Section 6 *Limitation of Liability; Indemnification* section below, Adviser assumes no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, loss of user data, communications, or personalization settings. You are solely responsible for confirming the accuracy of Your Connected Account data through sources independent of Adviser.

## **Section 6. Limitation of Liability; Indemnification.**

You understand and agree that, subject to the exceptions described herein, You are responsible for 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 (including without limitation any costs and expenses related to investigation or defending any demands, charges and claims) ("**Losses**") arising from or related to Your use of PortfolioPilot account and the services provided hereunder. To the extent permitted under applicable law, You agree to indemnify and hold harmless Adviser, its affiliates and their directors, managers, members, officers, shareholders, employees and any person controlled by or controlling Adviser against any and all Losses, except to the extent that such Losses are actual losses of Yours proven with reasonable certainty and are the direct result of an act or omission taken or omitted by Adviser during the term of this Agreement which constitutes negligence, malfeasance, breach of fiduciary duty, or violation of applicable law. **Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which You may have under federal or state securities laws.**

**Section 7. Delivery of Form Part 2 (Brochure), Form CRS and Privacy Policy.** You acknowledge receipt of Adviser's [Form Part 2 \(Brochure\)](#), [Form CRS](#) and [Privacy Policy](#), prior to the Your execution of this Client Agreement and You have reviewed and understand the same.

## **Section 8. Notices; Client Obligation to Check Website; Consent to Electronic Delivery of Documents.**

(a) Any notice required to be given by You in connection with this Agreement (other than as otherwise specified herein) will be deemed delivered if sent electronically through the Platform. Notice may also be given by You if sent by U.S. mail, certified or registered, or overnight courier, postage prepaid with return receipt requested, and addressed c/o Global Predictions, 2261 Market Street, #4349, San Francisco, CA 94114, Attn: PortfolioPilot Accounts, or to another address specified for such purpose on the Platform; and notice may also be sent to you through any electronic means, including email and electronic delivery through the Platform.

(b) You agree that the primary method of Adviser's communication with You in connection with Adviser's Services will be by posting information on the Platform and, to the extent required by law, sending You a notice that directs You to the Platform from which the information can be read and printed. You understand that Adviser reserves the right, as permitted by law, however, to post Adviser communications on the Platform without providing You notice. Adviser also reserve the right to send Adviser communications to Your postal or electronic mail address of record with Adviser. You agree to check the Platform regularly, as You may have no other means of knowing that information and Adviser communications have been delivered to You. Subject to paragraph (d) below, You agree that all Adviser communications provided to You in any of the ways described above will be deemed to have been good and effective delivery to You when sent or posted by Adviser regardless of whether You actually or timely receive or access such Adviser communication.

(c) You hereby acknowledge, agree and consent to Adviser delivering any disclosure or document that is required by applicable securities laws to be provided by Adviser, including but not limited to its [Form ADV](#), [Form CRS](#), [Privacy Policy](#) and any updates thereto ("**Legal Disclosures**") by electronic means (including, but not limited to through applicable means of the Platform, designated email addresses, or such other address as such You may designate in writing to Adviser) rather than traditional mailing of paper copies. This consent to receive Legal Disclosures by electronic means can be printed and saved for Your records. If You would like a paper copy of any Legal Disclosures Adviser provides You, please contact Adviser at [support@portfoliopilot.com](mailto:support@portfoliopilot.com) and Adviser will mail one to You at no cost. You



further acknowledge that You have the technical ability and resources to receive electronic delivery of Adviser communications and documents, including Legal Disclosures, and access the same. You hereby agree to provide Adviser with a current email address and promptly notify Adviser of any changes to Your email address by updating Your Account Settings on the Platform. It is Your affirmative obligation to maintain software and hardware to receive, read and send email.

(d) You may revoke or restrict its consent to electronic delivery of Adviser communications and documents at any time by notifying Adviser, by email to [support@portfoliopilot.com](mailto:support@portfoliopilot.com), of Your intention to do so. This consent will be effective immediately and will remain in effect unless and until You revoke it. You understand that it may take up to three (3) days to process a revocation of consent to electronic delivery, and You may receive electronic notifications in the interim. You also have the right to request paper delivery of any Adviser communication or document that the law requires Adviser to provide You in paper form. You should note that no additional charge for electronic delivery will be assessed, but You may incur charges from Your Internet service provider or other Internet access provider. You understand that, the foregoing fee disclosures notwithstanding, if You revoke or restrict consent to electronic delivery of any Adviser communication or document or request paper delivery, Adviser, in its sole discretion, may charge You a reasonable service fee for paper delivery, restrict Your Services, or terminate Your Client Agreement.

(e) Neither the Adviser nor its affiliates will be liable for any interception of Adviser communications or documents. In addition, there are risks, such as systems outages, that are associated with electronic delivery.

## **Section 9. Representations, Warranties and Covenants of Client.**

(a) You represent and confirm that You are a natural person, who is at least 18 years of age and a U.S. person, which includes a U.S. resident alien, have a valid U.S. residential mailing address and have a valid U.S. taxpayer identification number (or social security number). Adviser does not offer our services outside of the U.S. If You are moving, traveling, or will be temporarily residing overseas, we recommend You contact Adviser to prevent any disruption in Your account activity. Your Services may be terminated if You no longer reside in the United States. You further represent and confirm that You have the legal capacity to enter into this Client Agreement and perform Your obligations hereunder.

(b) You further represent that this Client Agreement, as the same may be amended from time to time, is Your legal, valid and binding obligation, enforceable against You in accordance with its terms, and that the terms of this Client Agreement do not violate any obligation by which You are bound, whether arising by contract, operation of law, or otherwise.

(c) You acknowledge and agree Adviser shall devote such part of its time as is reasonably needed for the services contemplated under this Client Agreement; provided, however, that this Client Agreement shall not prevent Adviser from rendering similar services to other persons. Nothing in this Agreement shall limit or restrict Adviser or any of its officers, affiliates or employees from, as permitted by law, buying, selling or trading in any securities for its own or their own accounts. You acknowledge that Adviser and its officers, affiliates and employees, and Adviser's other clients may, as permitted by law, at any time have, acquire, increase, decrease, or dispose of positions in investments which are at the same time being recommended for purchase or sale for Your portfolio. As permitted by law, Adviser shall have no obligation to recommend to You a position in any investment which Adviser, its officers, affiliates or employees may acquire for its or their own accounts or for the account of another client, if in the sole discretion of Adviser, it is not feasible, suitable or desirable for You to acquire a position in such investment.

(d) You represent and confirm You are aware of the risks of loss inherent in trading securities and that You are financially capable of engaging in such trading and can afford a complete loss

of your investment. Adviser does not guarantee the future performance of Your portfolio, any specific level of performance, the success of any investment recommendation or strategy that Adviser may recommend. You understand that Adviser's investment recommendations are subject to various market, currency, economic, political and business risks. See Adviser's [Form ADV Part 2 \(Brochure\)](#) for additional risk information.

**Section 10. Independent Contractor.** It is understood and agreed that Adviser shall be deemed to be an independent contractor of You and that Adviser shall not have authority to act for or represent You in any way and shall not otherwise be deemed to be agent of You. Nothing contained herein shall create or constitute Adviser and You as members of any partnership, joint venture, association, syndicate, unincorporated business, or other separate entity, nor shall be deemed to confer on Adviser or You any express, implied, or apparent authority to incur any obligation or liability on behalf of any other such entity.

#### **Section 11. Miscellaneous.**

(a) **Assignment.** Neither party shall assign this Client Agreement without the consent of the other. Adviser may assign this Client Agreement by using a "negative consent" process whereby You have no less than 30 days to respond to a notice of intended assignment and are deemed to consent to the assignment when You do not inform Adviser of Your intent to opt out of such assignment. You may not assign Your rights and obligations under this Client Agreement without first obtaining the prior written consent of Adviser. Any assignment in violation of this section shall be null and void.

(b) **Confidential Information.**

(1) Adviser and You each acknowledge that, during the term of this Client Agreement, each party shall have access to confidential and proprietary information of the other party, including but not limited to information regarding investment and trading strategies of Adviser, investments made and positions held by You, and Your non-public personal and financial information.

(2) Except as otherwise required by law, or requested by regulatory authorities, (a) Adviser agrees to maintain in strict confidence all of Your non-public personal and financial information that You furnish to Adviser, except for information that You explicitly agree to share publicly, and (b) You agree to maintain in strict confidence all investment advice and other non-public information that You acquire from Adviser in connection with the Services. You agree that You shall not use investment recommendations and other confidential information You receive from Adviser for any purpose other than managing Your investments, including, but not limited to, developing a service that competes with the Platform or Advisers' Services. You acknowledge receipt of and consent to Adviser's Privacy Policy available at <https://www.globalpredictions.com/privacy-policy>. You understand, acknowledge, and agree that You can opt-out of certain portions of Adviser's Privacy Policy at any time; however, if You do opt out, Adviser may choose to terminate this Client Agreement and all of Your related access to the Platform. Notwithstanding any provisions in this Client Agreement to the contrary, Adviser may share Your non-public personal and financial information with affiliates of Adviser in connection with providing and/or enhancing the services provided to You.

(c) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, successors, administrators and permitted assigns.

(d) **Entire Agreement.** This Client Agreement and the [Terms of Use](#) and [Privacy Policy](#), each incorporated by reference, set forth the entire understanding of the parties with respect to the subject matter hereof. This Client Agreement supersedes all prior representations, agreements and understandings, whether written or oral, between You and Adviser regarding the subject matter contained in this Client Agreement. Additional terms and conditions may exist between You, Adviser, and other third



parties. You represent and warrant that those additional terms and conditions do not interfere with Your obligations and duties to Adviser under this Client Agreement.

(e) **Survival.** All provisions of this Client Agreement will survive termination unless expressly stated otherwise.

(f) **Governing Law; Jurisdiction.** To the extent not inconsistent with Federal law, this Client Agreement shall be governed by and construed in accordance with the laws of the State of California, and in compliance with the U.S. Federal Arbitration Act and the Investment Advisers Act of 1940, as amended. Any court proceeding relating to this Service Provider Agreement or its subject matter may be brought in federal or state court situated in the County of San Francisco, State of California. The parties hereby waive any objection they may have in any such action based on lack of personal jurisdiction, improper venue, or inconvenient forum.

(g) **Arbitration.** Any dispute, controversy or claim arising out of or relating to the Services provided by Adviser, this Client Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Client Agreement to arbitrate (each a “**Dispute**”), shall be **resolved solely by binding, individual arbitration rather than a class, representative or consolidated action or proceeding.** You and Adviser each further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Client Agreement, and that each party is waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Client Agreement.

(1) Exceptions. As limited exceptions to mandatory arbitration as set forth in this Section, the parties each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(2) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this Agreement. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). If Your claim is for U.S. \$10,000 or less, You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in- person hearing as established by the AAA Rules. If Your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the County of San Francisco, California, unless the parties both agree in writing to a different location. You and Adviser agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of the terms of this Client Agreement.

(3) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. If You prevail in arbitration, You will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

(4) Effect of Changes on Arbitration. Adviser reserves the right to modify this Section 11(g) at any time upon 30 days’ written notice to You. Any such modification shall be prospective and shall not affect previously filed claims. By continuing to use Services provided by Adviser, You agree to and accept all terms and conditions of any modifications.

(5) Class Action Waiver. YOU AND ADVISER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL

CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if our Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with Your claims and may not otherwise preside over any form of a representative or class proceeding. If any of the specific provisions within this Section are found to be unenforceable, the remainder of this Section shall not be affected thereby and, to this extent, the provisions of this Section shall be deemed to be severable. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this Section, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this Section.

(h) **Amendments.** Adviser may amend or change any terms of this Client Agreement or any account disclosures and documents provided to You. Notice of material amendment or change impacting Your Services will be provided to You as required under applicable law. You acknowledge that Adviser will generally not be required to obtain Your consent for any amendments to the Client Agreement or changes to any Services, including any Program Fee change. For changes to the Program Fee, advance notice will be provided in accordance with Section 2(b). Amendments shall be effective as of the date specified by Adviser, or such time as You affirmatively accepts the amendment, if earlier. You understand that by not terminating the Client Agreement and/or continuing to use the Services after the effective date or time of any amendment to the Client Agreement, You agree to such amendment. If at any time the terms, conditions or fees associated with Your Service are not acceptable to You, You may terminate this Client Agreement after paying any fees or charges owed to Adviser. You acknowledge that You will be responsible for checking the Platform periodically for such amendment(s) to this Client Agreement.

(i) **Construction.** This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

(j) **Severability.** If any provision of this Client Agreement shall be held to be unenforceable in whole or in part, then the invalidity of such provision shall not be held to invalidate any other provision herein and all such other provisions shall remain in full force and effect.

(k) **Electronic Signatures.** Your intentional action in providing an electronic signature, constituted by clicking a button indicating an electronic signature, typing Your name in a signature field, or otherwise entering an electronic signature, is valid evidence of consent to be legally bound by this Client Agreement and by other documentation governing Your relationship with Adviser, and as valid evidence of consent to be legally bound by any other documents relating to Adviser's Services You electronically sign.

(l) The use of an electronic version of the Client Agreement fully satisfies any requirement that they be provided to You in writing. You acknowledge that You may access and retain a record of the documents relating to Adviser's Services that You electronically signs. You are solely responsible for reviewing and understanding all of the terms and conditions of these documents. Except as otherwise expressly provided herein, 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 Client Agreement on the Platform.

(m) The electronically stored copy of this Client Agreement is considered to be the true, complete, valid, authentic, and enforceable record of the Client Agreement, admissible in judicial or administrative proceedings to the same extent as if the document and records were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of Adviser's electronically stored copy of the Client Agreement in any proceeding arising out of the terms and conditions of the Client Agreement.

(n) **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

(o) **No Waiver.** The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement, or any part thereof, or the right of either party thereafter to enforce each and every such provision in accordance with the terms of this Agreement.

(p) **Force Majeure.** Adviser shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Client Agreement which result from events beyond its reasonable control, including interruption of the business activities of the Adviser or other financial institutions due to acts of God, acts of governmental authority, acts of war, epidemics, pandemics, quarantine restrictions, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

**PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS AND PLEASE CHECK THE PLATFORM FREQUENTLY FOR ANY CHANGES TO THIS AGREEMENT.**