ALLIO CLIENT AGREEMENTS

[Draft: February 21, 2025]

ALLIO MARKETS, LLC SECURITIES BROKERAGE AGREEMENT

Effective Dated: [], 2025

The following is a legally binding agreement ("Brokerage Agreement") between you and Allio Markets, LLC ("Allio Markets") regarding your brokerage account ("Brokerage Account"). Allio Markets is a broker-dealer registered with the United States Securities and Exchange Commission ("SEC") and member of the Financial Industry Regulatory Authority, Inc. ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). Please review this Brokerage Agreement as it contains important information regarding your Brokerage Account with Allio Markets.

1. DEFINITIONS.

"Brokerage Account" means any securities account you open with Allio Markets.

"Customer," "you," "your," or "yours" means the undersigned and any other actual or beneficial owner of property in the Brokerage Account.

"Financial Information" means financial market data, quotes, news, or other financial information.

"Clearing Broker" means the broker-dealer(s) that Allio Markets utilizes to perform clearing services on its behalf.

"Allio Markets," "we," "us," or "our" refers to Allio Markets, LLC.

"Securities and other property" means securities or other assets held, carried, or maintained by Clearing Broker, under its possession and control, for any purpose related to providing clearing services on our behalf within your Brokerage Account.

"Securities and other property" includes, without limitation, money, securities, and financial instruments of every kind and nature, and related contracts and options.

2. RELATIONSHIP WITH ALLIO MARKETS. It is essential that you understand your Brokerage Account and relationship with Allio Markets before you start using your Brokerage Account. Allio Markets is an introducing broker-dealer. Specifically, it introduces securities trades on your behalf, as agent, to Clearing Broker for execution, clearance, and settlement ("Clearing Services"). Thus, Allio Markets does not have custody of your assets. Make sure that you understand this Brokerage Agreement and the other documents and disclosures provided to you by Allio Markets and Clearing Broker. You may review Allio Markets' disclosures and privacy policy, which are available online at Alliocapital.com. By signing this Brokerage Agreement, you acknowledge that you have read, understand, and agree to Allio Markets' disclosures.

Clearing Broker charges fees to Allio Markets for the Clearing Services it provides. Separately, Allio Markets charges you fees for the introducing services it provides under the terms of this Brokerage Agreement (collectively, "<u>Brokerage Fees</u>"). These Brokerage Fees are detailed on Allio's website here: Alliocapital.com. Allio Markets may increase, lower, or waive these Brokerage Fees from time to time, as it deems appropriate, consistent with applicable law. You acknowledge that these changes will become effective without any formal amendment to this Agreement.

RELATIONSHIP WITH CLEARING BROKER. Allio Markets is not affiliated with Clearing Broker. Allio Markets is responsible under the terms of this Brokerage Agreement solely for providing access to submit orders to Clearing Broker. Allio Markets is not responsible for providing Clearing Services. Instead, Clearing Broker is solely responsible for providing all Clearing Services. Allio Markets has no responsibility or liability for ensuring that Clearing Broker is acting consistent with its authority pursuant to any agreement it maintains with you. Allio Markets is also not responsible for any conduct of the Clearing Broker.

- 3. TAX AND BROKERAGE ACCOUNT ADVICE. Neither Allio Markets nor its employees provide any investment, tax, legal, or trading advice, nor does Allio Markets nor its employees solicit orders. Additionally, Allio Markets does not advise you on any matters pertaining to the suitability of any order, offer an opinion, judgment, or other types of information pertaining to the nature, value, potential, or suitability of any particular investment, or review the appropriateness of investment advice or transactions entered by you.
- 4. <u>USING YOUR BROKERAGE ACCOUNT INVOLVES RISKS</u>, FOR WHICH YOU ASSUME FULL RESPONSIBILITY. You understand that investing in Securities involves risks and that many variables, including but not limited to market and economic fluctuations, may have a substantial negative effect on the value of your positions in Securities and other property. Furthermore, you represent that you are willing to assume these risks and that you are in fact financially able to bear these risks. You also acknowledge and agree that you have an affirmative obligation to notify Allio Markets in writing should there be material change in your investment objectives.

Further, placing orders during times when markets are volatile can be risky. As the Brokerage Account owner, you are fully responsible for monitoring your Brokerage Account and all investment decisions, orders, trades, and instructions entered for your Brokerage Account. Unless we have contractually agreed otherwise, we have no responsibility for monitoring your Brokerage Account or investment decisions.

5. <u>SECURITIES TRADING.</u> Your Brokerage Account allows for the trading and holding of Securities that are publicly traded in the United States. Disclosures related to execution or custody of Securities, including fractional shares can be found on our website at Alliocapital.com.

6. <u>FRACTIONAL TRADING OVERVIEW.</u> You may purchase and hold certain U.S. stocks in fractional rather than whole-share quantities. This disclosure summarizes the features, limitations, and risks associated with trading in, and holding, fractional shares. Your ability to submit a whole share order or a fractional order is determined by Allio Markets and/or Clearing Broker.

Securities Eligible for Fractional Share Trading: Fractional Share trading is available only for certain equities and ETFs. The ability to engage in fractional share trading is based on market cap, volume, liquidity, volatility, and other factors used by Allio Markets and Clearing Broker to determine which securities are eligible for fractional trading. Eligible securities are subject to change by Allio Markets or Clearing Broker at any time.

If a security is no longer eligible for trading, then your existing fractional shares may be subject to liquidation only, meaning that you cannot accumulate more fractional shares in the particular security, but you will be able to divest your fractional share interests in that security.

Clearing Broker as Agent & Order Types for Fractional Shares: Clearing Broker acts as agent for all fractional trades. This means the Clearing Broker sends your orders to a liquidity provider for execution. The Clearing Broker will accept market and limit orders in both fractions (e.g. 0.75) and dollar values (e.g. \$5.00) for fractional share trading. Dollar values will be converted into share quantities for execution. In all cases, when converting dollar value orders into share quantities the share quantities will be rounded. Thus, the actual amount of an executed dollar-value trade may be different from the requested amount.

Orders with a fractional share component may be marked "Not Held," at Clearing Broker's or Allio Markets' sole discretion, which gives Clearing Broker the time and price discretion to execute the order without being held to the security's current quote. In connection therewith, each time you submit an order to buy or sell a fractional share quantity or dollar amount of a particular security, you authorize Clearing Broker's liquidity providers to "work the order." If you do not wish your order to be handled on a Not Held basis, you should not engage in fractional trading.

Fractional Share Decimal Places and Rounding: Clearing Broker records the quantity of fractional shares traded or otherwise held in your brokerage account to five decimal places. Standard rounding conventions apply to that fifth digit.

Liquidity and Transferability of Fractional Shares: While you maintain complete day-to-day control of any fractional shares in your account, fractional shares are not transferable to another broker. The Automated Customer Account Transfer System (ACATS) does not support fractional shares. If you want to transfer holdings in your account to another brokerage firm, the fractional shareholdings will not be transferred

and must be liquidated by Clearing Broker before transfer. This may have tax consequences.

If your account is closed, then the fractional shares held in your account may be liquidated and the proceeds distributed to you as cash.

Dividends for Fractional Shares: You may receive payments of dividends, or in some cases in connection with stock dividends, either shares or their commensurate value. In the event of corporate actions (e.g., stock splits, mergers, or other mandatory corporate actions), Clearing Broker reserves the right and sole discretion to provide pro-rata cash in exchange for fractional positions held.

Certain items related to fractional share ownership including, but not limited to, those stated within this disclosure, may be subject to dividends. These dividends must be greater than or equal to \$0.01 in value per share to be credited to your account. Amounts smaller than \$0.01, or other nondivisible amounts, will not be distributed and will be handled in accordance with the process described in "Undistributable Interest," below.

Undistributable Interests: The Clearing Broker will only support payments that are equal to or greater than \$0.01 per share. Amounts smaller than that, or nondivisible amounts, will not be distributed. Instead, it is generally but not always the case that when the aggregate value to be distributed is less than or equal to \$1.00, it will be retained by Clearing Broker, and when it exceeds \$1.00, it will be escheated.

Voting Rights for Fractional Shares: You will not have voting rights for any fractional shares held in your Brokerage Account. For example, you will not be able to make voluntary elections on any corporate action including, without limitation, any tender offers, or rights offerings with respect to your fractional shares. Allio Markets and Clearing Broker cannot provide you documentation for any holdings of less than one share.

7. REPRESENTATION AS TO CAPACITY TO ENTER INTO AGREEMENT. You represent that you are of legal age to open a Brokerage Account. Unless otherwise specifically disclosed to Allio Markets in writing, you represent that neither you, your immediate family, nor any other owner of your Brokerage Account are an employee of any of the following: FINRA, an exchange, an exchange member, a corporation in which an exchange is a majority shareholder, a member corporation registered on any exchange, trust company, insurance company, bank, or any entity or individual engaged in the business of dealing, either as a broker or a dealer, in securities, commercial paper, or bonds. You also represent that you are not an officer, director, or 10% or greater stockholder of any publicly traded company and you are not a politically exposed person or otherwise on any restricted list under applicable Office of Foreign Assets Control rules and regulations. You represent that no one except you has an interest in your Brokerage Account(s) unless disclosed to Allio Markets.

8. <u>ELECTRONIC ACCESS</u>. You are solely responsible for keeping your Brokerage Account numbers and Credentials confidential and will share them only with sources you trust. "Credentials" shall mean your username and password. Allio Markets will not manage or supervise the access of third parties that you have trusted with your Brokerage Account credentials.

You agree and accept full responsibility for monitoring and safeguarding your Brokerage Account and access to your Brokerage Account. You agree to immediately notify Allio Markets in writing, delivered via email, if you become aware of: (i) any loss, theft, or unauthorized use of your Credentials or Brokerage Account numbers; (ii) any failure by you to receive any communication from Allio Markets indicating that an order was received, executed, or cancelled, as applicable; (iii) any failure by you to receive an accurate written confirmation of an order, execution, or cancellation; (iv) any receipt by you of confirmation of an order, execution or cancellation, which you did not place; (v) any inaccurate information in or relating to your orders, trades, margin status, Brokerage Account balances, deposits, withdrawals, securities positions or transaction history; or (vi) any other unauthorized use or access of your Brokerage Account. Each of the events described in subsections above shall be deemed a "Potential Fraudulent Event."

The use and storage of any information including your Brokerage Account numbers, PINs, portfolio information, transaction activity, balances, and any other information or orders available on your wireless, web-enabled cellular telephone or similar wireless communications device (collectively, "Mobile Device") or your personal computer is at your own risk and is your sole responsibility. You represent that you are solely responsible for and have authorized any orders or instructions appearing in, originating from, or associated with your Brokerage Account, your Brokerage Account number, your username and password, or Credentials. You agree to notify Allio Markets immediately after you discover any Potential Fraudulent Event. Upon request by Allio Markets, you agree to report any Potential Fraudulent Event promptly to legal authorities and provide Allio Markets a copy of any report prepared by such legal authorities.

You agree to cooperate fully with the legal authorities, Allio Markets, and Clearing Broker in any investigation of any Potential Fraudulent Event. You understand that if you fail to do any of these things you may encounter delays in regaining access to the funds in your Brokerage Account.

You acknowledge that Allio Markets and Clearing Broker do not know when a person entering orders with your username and password is you.

9. <u>ELECTRONIC COMMUNICATIONS</u>, <u>BROKERAGE ACCOUNT DOCUMENTS</u>, <u>AND HARDWARE/SOFTWARE REQUIREMENTS</u>. You understand that all communications and Brokerage Account documents will be provided to you in electronic form either via email or using an electronic service.

You understand that to access this information you will need an email address, internet access, and a printer if you wish to print and save paper copies.

- 10. <u>ACCURACY OF INFORMATION</u>. You represent that all information you have furnished to us is true and accurate, and you agree to notify Allio Markets promptly if such information requires amendment or supplement. Further, you agree to promptly advise Allio Markets of any material changes in your financial situation, needs, experience, or investment objectives.
- 11. <u>BACKGROUND INFORMATION AND CREDITWORTHINESS.</u> The USA Patriot Act requires Allio Markets to maintain a comprehensive anti-money laundering program and to know the identity of each person who opens a Brokerage Account to help the government fight the funding of terrorism and money laundering activities. To open a Brokerage Account, we will ask for your name, address, date of birth, and may ask for other information such as identifying documentation to allow us to identify you.

You authorize Allio Markets and Clearing Broker, from time to time, to contact any financial institution, credit agency, and other references to verify your information, creditworthiness, and background, including financial information. Where Allio Markets or Clearing Broker refuse to open an account for you, denies you credit, or takes other adverse action based on your credit report, you may request in writing from Allio Markets and Clearing Broker, as applicable, the name, address, and telephone number of the credit agency which provided the information.

12. <u>YOUR RESPONSIBILITIES REGARDING CERTAIN SECURITIES AND OTHER PROPERTY.</u> Certain Securities and other property may grant the holder (i.e., you) valuable rights that may expire unless the holder takes action. These Securities include, but are not limited to, options, warrants, stock purchase rights, convertible securities, bonds, and securities subject to a tender or exchange offer.

You are responsible for knowing the rights and terms of all Securities and other property in your Brokerage Account.

You are also responsible for knowing about corporate actions related to Securities or other property which you hold, including but not limited to, reorganizations, tender offers, stock splits, and reverse stock splits. Allio Markets is not obligated to take any action with respect to corporate actions without specific instructions from you.

Further, if, due to a corporate action, you sell more shares of a security than you own, or if you become uncovered on an option position, or if you become otherwise exposed to risk requiring Allio Markets or Clearing Broker to take market action in your Brokerage Account, then Allio Markets will not be responsible for any losses you may incur, and you will be responsible for any cost incurred by Allio Markets. Selling securities not deliverable by the settlement date or securities that Allio Markets cannot borrow in the event of a short sale is not permissible and may result in your Brokerage Account being restricted, liquidated and/or

bought in. Neither Allio Markets nor Clearing Broker will be responsible for pending adjustments to your Brokerage Account, including but not limited to dividends, interest, distributions, redemptions and reorganizations until such amounts are actually processed in the settlement system and posted to your Brokerage Account. Until such time, you will have no right or access to such amounts.

- 13. TRUSTED CONTACT PERSON. A trusted contact person is someone that you tell Allio Markets to contact if it is suspected that you may be subject to financial exploitation or if questions about your mental or physical well-being arise, and who is authorized to confirm information about you and your Brokerage Account. Under FINRA Rule 4512, we are required to disclose to you that Allio Markets or an associated person of Allio Markets is authorized to contact the trusted contact person and disclose information about your Brokerage Account to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165.
- 14. <u>REPRESENTATIONS AS TO SECURITIES TRANSACTIONS.</u> You understand that it is your responsibility to accurately mark all orders (e.g., long or short). Any order that you designate as "long" will be for Securities you own, and if Clearing Broker or its agents do not hold such Securities in your Account, you represent by placing such order you will deliver the Securities to Clearing Broker by settlement date. If Clearing Broker is unable to deliver the Securities to the buyer or buyer's agent because the shares are subject to transfer restrictions or otherwise not in good deliverable form or Clearing Broker fails to receive them from you, you authorize us and Clearing Broker, at our discretion, to borrow or to buy in such securities or other property in order for Clearing Broker make delivery.

You agree to be fully responsible for all losses and expenses, not limited to any additional fees, we may sustain or charge because we or Clearing Broker are unable to borrow or buy in such Securities or other property. All Securities transactions executed on your behalf shall be on an agency basis, unless otherwise disclosed by formal confirmation or other writing. Transaction reports concerning the execution of your orders and Brokerage Account statements shall be conclusive if not objected to promptly in writing.

15. <u>BROKERAGE ACCOUNT CONFIRMATIONS AND STATEMENTS.</u> All notices, demands, reports or other communications shall be transmitted to you at your email address shown on your Brokerage Account application. If, during a distribution, your email address proves to be invalid or is not working, you will be contacted by Allio Markets or Clearing Broker. It is your sole responsibility to provide Allio Markets with any changes to your email address and to notify Allio Markets promptly of any difficulty in accessing, opening, or otherwise viewing an electronically transmitted document by Allio Markets and/or Clearing Broker.

Allio Markets will not be held responsible for any losses you incur due to any failure of delivery or receipt of email confirmations or statements sent to you by Allio Markets or

Clearing Broker. All communications to you shall be deemed to have been received by you personally at the time so sent to you or your authorized agent, whether actually received or not. You acknowledge that by electronically receiving your Brokerage Account confirmations and statements, you agree to promptly read, review, and communicate to us any discrepancies.

Your Brokerage Account confirmations and monthly Brokerage Account statements are deemed received by you when made available by Allio Markets or Clearing Broker, as applicable, regardless of whether you actually access the documents.

- 16. EXECUTION OF ORDERS. If Allio Markets sends your orders to Clearing Broker for execution and has not promptly advised you of the status of any order placed by you, you shall promptly, but in no event later than 24 hours after an order has been placed, contact Allio Markets to verify your Brokerage Account status. Your failure to contact Allio Markets shall relieve Allio Markets of any responsibility or liability with respect to such order. All orders shall only be good for the day such orders are placed, unless specified by you to be Good-Till-Cancelled orders. Any Good-Till-Cancelled order placed by you will remain in effect until executed or cancelled by you or otherwise cancelled by Allio Markets pursuant to its policies. Allio Markets shall not be held responsible for delays in the transmission or execution of orders due to a breakdown, delay in or failure of transmission or communication facilities, or for any other cause beyond Allio Markets' control.
- 17. <u>PAYMENT FOR ORDER FLOW.</u> The SEC requires that Allio Markets disclose any arrangement for receiving payment for directing order flow. Where permitted under applicable laws and rules, Allio Markets reserves the right to receive remuneration (generally in the form of per-share cash payments or through profit sharing arrangements) for directing orders in securities to broker-dealers and market centers for execution. You understand that this remuneration, known as "payment for order flow," is considered compensation to Allio Markets and the source and amount of any compensation received by Allio Markets in connection with your transaction will be disclosed on written request.

We are required to disclose at the time your account is opened, and annually thereafter, our practices with respect to receiving payment for order flow. Our Clearing Broker routes your orders to other broker-dealers or market centers for execution. These broker-dealers and market centers may include dealers who make markets in these securities. Both we and Clearing Broker may receive compensation for routing equity orders to such dealers. In exchange for routing your orders to certain market centers, we receive monetary rebates per executed share for orders that add liquidity to its book and/or rebates for aggregate exchange fees. The rebates are shared with us by Clearing Broker and are considered payment for order flow even though it may not necessarily offset our aggregate payments for removing liquidity. The amount of the rebate depends on the agreement reached with Clearing Broker and will be furnished to you upon written request.

18. <u>ACCOUNT PROTECTION</u>. Allio Markets and Clearing Broker are members of the Securities Investor Protection Corporation (SIPC), which protects Securities in your Brokerage Account up to \$500,000 (including up to \$250,000 for cash). Neither coverage protects against a decline in the value of your Securities, nor does either coverage extend to certain Securities that are considered ineligible for coverage.

For more details on SIPC, or to request a SIPC brochure, visit www.sipc.org or call 202-371-8300.

19. MONITORING YOUR BROKERAGE ACCOUNT. You are responsible for monitoring your Brokerage Account. This includes making sure that all transactions are accurate and that you are receiving confirmations, account statements, and any other expected communications. You should review these communications to ensure that the information about you and the activities in your Brokerage Account are accurate and contain nothing suspicious or unauthorized.

So long as Allio Markets or Clearing Broker, as applicable, sends messages to the electronic address of record given on your Brokerage Account application, or to any other address given to us by another owner of your Brokerage Account, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, confirmations are presumed to be accurate unless you specifically notify us or Clearing Broker in writing within two (2) business days of when a confirmation is sent to you and statements are presumed to be accurate unless you specifically notify us or Clearing Broker in writing within five (5) business days of when a statement is sent to you. If you have not received a communication from Allio Markets or Clearing Broker that you expected, or if you have a question or believe you have found an error in any communication from Allio Markets or Clearing Broker, telephone and email Allio Markets immediately via the contact information in the following section. Further, if you receive a Brokerage Account confirmation or statement from Clearing Broker or Allio Markets that does not belong to you, telephone and email Allio Markets immediately via the contact information in the following section.

20. <u>NOTICES.</u> As set forth under Monitoring Your Brokerage Account, you are responsible for monitoring the activities in your Brokerage Account and you should contact us at the attention of our Customer Service Department whenever any activities are unauthorized or contrary to your express directions. You may contact us using the following address, telephone number or email.

Allio Markets, LLC

Attn: Allio Support Team **Tel.:** 425-405-0460

Email: Support@Alliocapital.com

21. <u>DATA NOT GUARANTEED.</u> You expressly agree that any data or online reports are provided to you without warranties of any kind, express or implied, including but not limited

- to, the implied warranties of merchantability, fitness of a particular purpose or non-infringement. You acknowledge that the information contained in any reports provided by Allio Markets is obtained from sources believed to be reliable but is not guaranteed as to its accuracy of completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall Allio Markets or any of its affiliates be liable to you or any third party for the accuracy, timeliness, or completeness of any information made available to you or for any decision made or taken by you in reliance upon such information. In no event shall Allio Markets or its affiliated entities be liable for any special incidental, indirect, or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by you or with the delay or inability to use such reports.
- 22. <u>RECORDINGS</u>. You agree that Allio Markets, in its sole discretion, may record any telephone conversation between Allio Markets and you or your agent. You hereby waive any right to object to the admissibility into evidence of such recordings in any legal proceeding between you or your agent and Allio Markets. You agree that Allio Markets may erase such recordings in accordance with its customary document retention policies. The rights conferred upon Allio Markets in this paragraph extend to any third-party fiduciary with discretion over your Account.
- 23. <u>ACCOUNT REGISTRATION</u>. Your Brokerage Account has been set up based on the personal requirements that you selected on your Brokerage Account Application. You certify that the manner in which your Brokerage Account is titled reflects the ownership interest of the parties and is allowed under applicable state laws. We have no obligation to verify the legality of any registration under the probate, estate, or transfer laws of the state where this Brokerage Account is being opened or to determine which state laws govern the interpretation of the registration status of your Brokerage Account.
- 24. JOINT REGISTRATION. If your Brokerage Account consists of more than one Customer, your obligations under this Brokerage Agreement shall be joint and several among all Brokerage Account holders. References to "Customer," "you," and "your" shall include all Customers identified in your Brokerage Account documents. The Clearing Broker may rely on transfer or other instructions from us or any one of the Customers in a joint Brokerage Account, and such instructions shall be binding on each Customer. Clearing Broker may deliver Securities and other property, and send statements, and Clearing Broker and Allio Markets, as applicable, may deliver confirmations, notices, and communications of every kind to any one of the Customers, and such action shall be binding on each Customer. Notwithstanding the foregoing, Clearing Broker and Allio Markets are authorized in their sole discretion to require joint action by some or all Customers with respect to any matter concerning a joint account, including but not limited to the giving or cancellation of orders and the withdrawal of money or Securities from Clearing Broker. In the case of Tenants by the Entirety accounts, joint action will be required for all matters concerning the joint

account. Tenants by Entirety accounts are not recognized in certain jurisdictions, and, where not expressly allowed, will not be a permitted designation of the account.

- 25. MARGIN ACCOUNT (REQUIRES SEPARATE APPLICATION). A margin account lets you borrow money using as collateral eligible securities that are in your Brokerage Account. A margin account is designed primarily to finance additional purchases of securities. Consult with us for information on how to establish a margin account, how to obtain documentation relating to a margin account, and the benefits and risks it offers.
- 26. BANK WIRES AND AUTOMATED CLEARING HOUSE ("ACH") TRANSACTIONS. The options available for transferring funds in and out of your Brokerage Account vary by jurisdiction and the options made available by Allio Markets. Clearing Broker, not Allio Markets, is responsible for sending or receiving funds on your behalf. The following options are available for transferring funds in and out of your Brokerage Account through Clearing Broker and are subject to change by Clearing Broker:

Bank Wires and ACH Transactions: Bank wire transactions may not be executed the business day that you request them. ACH transactions are normally executed within two to three business days of your request. An ACH transfer may be for between \$10 and \$10,000 unless otherwise agreed to between Clearing Broker and Allio Markets. The two accounts involved in an ACH transaction must have at least one owner's name in common (and that name must match exactly). To send and receive ACH transactions, your bank must be a member of the ACH system.

For ACH transactions, you grant Clearing Broker limited power of attorney for purposes of redeeming any shares in your Brokerage Accounts (with the right to make any necessary substitutions), and direct Clearing Broker to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption of shares in your Brokerage Account. You agree that the above appointments and authorizations will continue until either your Brokerage Account is terminated, Clearing Broker receives written notice of any change, or we or Clearing Broker have sent 30 day's written notice to the address of record on your Brokerage Account indicating that Clearing Broker will cease to act as agents to the above appointment. Clearing Broker will not conduct third party transfers and will only transfer funds back to the originating source.

Third Party Financial Institutions: You understand that you may only be able to directly fund your Brokerage Account through an account ("<u>Funding Account</u>") provided by a third-party financial institution ("<u>Third Party FI</u>"). In such instances, the terms of this section shall apply.

Funds Treatment: You understand and acknowledge that your funds are treated differently and subject to separate regulatory regimes depending on whether or not your funds are held in your Brokerage Account, or in your Funding Account. Specifically,

Clearing Broker is a member of SIPC, which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). The Third Party FI is not a member of FINRA or SIPC and therefore funds held in your Funding Account are not SIPC protected. You understand and acknowledge that when engaging in various types of activities with respect to your Brokerage Account, including, without limitation, buying and selling securities, that your funds will move from your Funding Account to your Brokerage Account at Clearing Broker and vice versa. You understand that funds in transit are not SIPC protected; instead, your funds are only subject to SIPC protection during such time that they are in the possession and control of Clearing Broker. You further understand that funds held at a Funding Account are not in the possession or control of Clearing Broker.

You understand that funds held by a Third Party FI in your Funding Account <u>may</u> be subject to Federal Deposit Insurance Corporation ("<u>FDIC</u>") insurance coverage. However, the treatment of funds held in your Funding Account are subject exclusively to the terms and conditions and/or customer agreement relating to your Funding Account. It is your responsibility to carefully read and understand such documentation. You understand and acknowledge that neither Clearing Broker or Allio Markets have a formal relationship with the Third Party FI. Your Funding Account is a direct obligation of the Third Party FI and funds held in such an account are not an obligation of Clearing Broker or Allio Markets. Neither Clearing Broker nor Allio Markets guarantee, in any way, the financial condition of any Third Party FI or the insurance coverage (or lack thereof) with respect to any Funding Account.

BY ENTERING INTO THIS AGREEMENT AND OPENING A BROKERAGE ACCOUNT, YOU UNDERSTAND AND ACKNOWLEDGE AND AGREE THAT YOU MAY NOT BE ABLE TO DIRECTLY FUND YOUR ACCOUNT OTHER THAN THROUGH YOUR FUNDING ACCOUNT. ADDITIONALLY, YOU FURTHER UNDERSTAND THAT ALLIO MARKETS DOES NOT ACCEPT OR HOLD CUSTOMER ASSETS, INCLUDING CASH, SECURITIES, OR OTHER PROPERTY, WHICH ARE INSTEAD RECEIVED AND HELD BY CLEARING BROKER ON YOUR BEHALF. ANY FUNDS, INCLUDING CHECKS OR CASH, THAT ALLIO MARKETS RECEIVES FROM YOU OR ON YOUR BEHALF (EXCEPT CHECKS MADE PAYABLE TO APPROPRIATE THIRD PARTIES, IF APPLICABLE) WILL BE PROMPTLY RETURNED.

Flow of Funds:

Securities Buy Orders: You may be required to have adequate funds in your Funding Account in order to place a securities buy order through your Brokerage Account. For clarity, you may be prohibited from placing securities buy orders through your account in an amount that exceeds your Funding Account balance.

When placing a securities buy order you explicitly agree, acknowledge and instruct Third Party FI to transfer (or place a hold on) necessary funds for the purchase price of such security from your Funding Account to your Brokerage Account. You understand that transfers from Funding Accounts to Clearing Broker may be batched with transfers initiated by other customers on the same trading day. Batched transfers will be sent to Clearing Broker via a single wire transfer at the end of the relevant trading day rather than immediately upon such instruction by you to the Third Party FI.

Securities Sell Orders: By placing a sell order through your Brokerage Account, you explicitly agree and acknowledge that Clearing Broker may transfer the settlement proceeds from such sell transaction from your Brokerage Account to your Funding as instructed by you. You understand that such instructions will result in the proceeds of all securities sales to be transferred, upon settlement, from your Brokerage Account to your Funding Account. These transfers will be batched into a bulk transfer and combined with other customer transfer requests initiated on the same trading day. Bulk transfers will be made from Clearing Broker to Third Party FI via a single wire transfer at the end of the relevant trading day.

IN THE EVENT THAT YOU HAVE ANY QUESTIONS REGARDING ANY OF THE DETAILS DESCRIBED IN THIS SECTION OR IF YOU ARE UNCERTAIN AS TO HOW, OR IN WHAT CAPACITY, A SECURITIES BUY OR SELL ORDER WILL BE HANDLED OR TREATED, YOU AGREE THAT YOU WILL IMMEDIATELY CONTACT ALLIO MARKETS TO ENGAGE IN ANY TRADING AND/OR RELATED ACTIVITY WITH RESPECT TO YOUR BROKERAGE ACCOUNT.

27. <u>FEES.</u> You agree to pay such brokerage fees, commissions, transaction fees and Brokerage Account charges as Allio Markets and the Clearing Broker may impose from time to time. Such fees include, without limitation, fees imposed by FINRA, the SEC, exchanges and clearing houses, and processing and servicing charges. In the event that your Brokerage Account is transferred to another clearing or carrying broker, Allio Markets and Clearing Broker may charge a reasonable transfer fee.

Allio Markets and the Clearing Broker may adjust their fees from time to time without prior notice to you. You authorize the Clearing Broker to pay such fees from assets in your Brokerage Account and, if necessary, by selling other assets in the Brokerage Account. Allio Markets and the Clearing Broker reserve the right to change their fees or charges, or to implement additional fees or charges at any time, except as limited by applicable law. Fees are non-refundable.

28. <u>INTEREST.</u> We and Clearing Broker may charge interest on debit balances in your account. If you have a margin account, such charges will be made in accordance with the terms outlined in your margin agreement. A separate application is required for margin accounts.

- 29. <u>FREE CREDIT BALANCES</u>. All free credit balance funds (i.e., cash balances in your Brokerage Account) are payable to you upon demand (subject to any open commitments in your Brokerage Account). Although properly accounted for on Clearing Broker's books and records, free credit balances in your Brokerage Account may not be segregated and may be used in the operation of Clearing Broker's business pursuant to SEC Rule 15c3-3.
- 30. <u>NON-TRANSFERABLE SECURITIES AND OTHER PROPERTY.</u> Clearing Broker may remove any non-transferable Securities or other property from your Brokerage Account without further notice. Non-transferable Securities or other property are those where transfer agent services are not available. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such Securities or other property may no longer be in business and may be insolvent.

Please note the following with respect to these positions:

- There are no known markets for these securities or other property.
- Clearing Broker is unable to deliver certificates to you representing these positions.
- These transactions will not appear on Form 1099 or any other tax reporting form.
- The removal of the position will not be reported as a taxable distribution and any reinstatement of the position will not be reported as a contribution.
- If transfer agent services become available sometime in the future, Clearing Broker will use reasonable efforts to have the position reinstated in your Brokerage Account.
- 31. <u>PROXY DISCLOSURE</u>. Clearing Broker utilizes a third-party vendor to extend voting rights to holders of securities. Clearing Broker may, in accordance with relevant law or rule, vote proxies for shares of securities Clearing Broker holds as your nominee where Clearing Broker has not received voting instructions from you or Allio Markets on a timely basis. You agree and understand that neither Allio Markets nor Clearing Broker will be responsible or liable for failing or refraining to vote any proxies where Allio Markets and/or Clearing Broker have not received proxies or related shareholder communications on a timely basis.
- 32. BROKERAGE ACCOUNT RESTRICTIONS. If for any reason (such as the termination of a contract between Allio Markets and Clearing Broker) your Brokerage Account is held directly by Clearing Broker, it may be restricted, and there may be new or different fees and commissions. Examples of restrictions include the ability to place sell orders only and the loss of electronic trading. Clearing Broker may review your Brokerage Account for activity and may charge an inactivity fee, close your Brokerage Account, or transfer your Brokerage Account to another provider. Clearing Broker will notify you in writing via email before it closes or transfers your Brokerage Account. If Allio Markets or Clearing Broker discontinues your Brokerage Account or any services related to your account, you agree that Clearing Broker is authorized to 1) liquidate any securities or other property in your Brokerage Account and send you any net proceeds after satisfying any obligations, including but not limited to indebtedness, debit balances, or liabilities, and 2) close your Brokerage Account. If your Brokerage Account is transferred, it may have different fees, features and terms.

- 33. <u>ARBITRATION</u>. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:
 - A) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED
 - B) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
 - C) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
 - D) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
 - E) THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
 - F) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
 - G) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

IN THE EVENT OF A DISPUTE, CLAIM, OR CONTROVERSY BETWEEN YOU AND ALLIO MARKETS, WHETHER ARISING BEFORE, AFTER, OR AT THE TIME THIS AGREEMENT WAS EXECUTED, SUCH DISPUTE, CLAIM, OR CONTROVERSY SHALL BE RESOLVED BY ARBITRATION, BEFORE ONE OR MORE ARBITRATORS CONVENED BY, AND IN ACCORDANCE WITH THE RULES THEN IN EFFECT OF, FINRA OR ANY OTHER NATIONAL SECURITIES EXCHANGE THAT PROVIDES A FORUM FOR ARBITRATION OF DISPUTES PROVIDED THAT ALLIO MARKETS IS A MEMBER OF SUCH NATIONAL SECURITIES EXCHANGE AT THE TIME OF THE FILING OF THE ARBITRATION. Any final award rendered by such arbitrators shall be final and binding between the parties and judgment thereon may be entered in any court of competent jurisdiction. Any action or proceeding not covered by the prior sentence shall be heard only in the state or federal courts located in San Francisco, California, which the parties agree will have exclusive jurisdiction. The parties waive any right to

object to venue, including that such action or proceeding has been brought in an inconvenient forum. You also consent to service of process by certified mail to your Brokerage Account's address of record.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

34. <u>CONTACT INFORMATION</u>. In order to ensure you are able to receive communications from us, it is important that you maintain with us your correct contact information, including an email address, telephone number and physical address. In the event that an email to the email address you provided bounces or we mail paper communications to you via the U.S. Post Office, and we receive mail returned from the U.S. Post Office as undeliverable and we are unable to contact you or find your correct address, you may be designated as a "lost security holder." If this happens, your Brokerage Account may be restricted and/or closed. You may not be able to place trades or receive funds from your Brokerage Account until you update your contact information. If you are designated as a "lost security holder" we will attempt to find you by conducting database searches. In addition, if we are unable to contact you for a certain period of time (the period of time is specified by applicable state laws and may vary from state to state) your Brokerage Account balance or outstanding credits may be transferred to a state unclaimed property administrator.

35. HOLDS, MISTAKEN DEPOSITS, AND RETURNED FUNDS.

<u>HOLDS.</u> You acknowledge and agree that funds that you deposit to your Brokerage Account via Clearing Broker may be subject to one or more hold periods. During the applicable hold period, your funds will not be available for payments, withdrawal, or otherwise. You further understand and agree that Allio Markets and Clearing Broker reserve the right to delay making deposited funds available to the extent either determine that additional time is needed, including, but not limited to, to verify information about the item deposited or the sender or if Allio Markets or Clearing Broker otherwise believe there is a risk of fraud or other unlawful activity with respect to your Brokerage Account.

MISTAKEN DEPOSITS. If Securities and/or other property are deposited or transferred into your Brokerage Account by mistake or otherwise, you agree that Clearing Broker and Allio Markets may correct the situation and deduct any interest paid by participating depository institutions, if applicable, without prior notice to you.

<u>RETURNED FUNDS.</u> You acknowledge and agree that you are responsible for returned transactions. If you have funds transferred into your Brokerage Account and that transfer is returned for any reason, Allio Markets and/or Clearing Broker may charge the transfer and interest paid by participating depository institutions, if applicable, against your Brokerage Account, without prior notice to you.

36. <u>LIEN</u>. If your Brokerage Account is a margin account or if your Brokerage Account is a cash account and there is a deficit in your Brokerage Account:

All of your Securities and other property now and hereafter maintained by Clearing Broker for any purpose, in or for any of your Brokerage Accounts, now or hereafter opened, including any Brokerage Account, margin or cash, in which you have an interest, or which at any time are in your possession or under your control, shall be subject to a first lien and security interest for the payment discharge of, and a right of set off for, any and all indebtedness or any other obligations you may have to Clearing Broker. You agree that Clearing Broker holds all your Securities and other property as security for the payment of any such liability or indebtedness to Clearing Broker in any said Brokerage Account. Clearing Broker, in its sole discretion, without prior notice to you, may use, credit, apply or transfer interchangeably between any of your Brokerage Accounts at Clearing Broker whenever Clearing Broker considers such a transaction necessary for its protection. In enforcing this lien and security interest, Clearing Broker, in its sole discretion, may determine which Securities and other property are to be sold and/or which contracts are to be closed in order to satisfy any indebtedness or obligation you have to Clearing Broker. You irrevocably appoint Clearing Broker as your attorney-in-fact with power of substitution to execute any documents for the perfection or registration of such general lien and security interest.

37. BREACH; LIQUIDATION OF BROKERAGE ACCOUNT(S) AND PAYMENT OF COSTS. In the event of a breach, repudiation, or default by you, you understand that Allio Markets may at any time, at our sole discretion and without prior notice to you: prohibit or restrict your access to the use of Allio Markets' website or related services and your ability to trade; refuse to accept any of your transactions; refuse to execute any of your transactions; and/or terminate your Brokerage Account. The closing of the Brokerage Account will not affect the rights and/or obligations of either party incurred prior to the date the Brokerage Account is closed.

In the event of (i) your death or judicial declaration of your incompetency, (ii) the filing of a petition in bankruptcy, a petition for the appointment of a receiver by or against you or a joint tenant in the Brokerage Account, or an assignment for the benefit of creditors, (iii) an attachment, garnishment or levy on your Brokerage Account, (iv) insufficient margin as determined by Allio Markets or Clearing Broker in its sole discretion, (v) Allio Markets' or Clearing Broker's determination that any collateral deposited to protect one or more of your Brokerage Accounts is inadequate or insufficient regardless of market quotations to secure such Brokerage Account, (vi) any representations or warranties under this Brokerage

Agreement shall be untrue in any material respect when made or repeated, or (vii) any other circumstances that Allio Markets deems necessary or appropriate, Allio Markets is hereby authorized to take any or all of the following actions regarding your Brokerage Account: (A) instruct Clearing Broker to satisfy any obligation you may have to Allio Markets out of any of your Brokerage Accounts, including your Securities and other property held by Clearing Broker; (B) instruct Clearing Broker to liquidate any or all of your positions and assets without demand or notice and apply the proceeds to satisfy your obligations; (C) set-off, net and/or recoup any of Allio Markets' or Clearing Brokers obligations against your obligations; (D) instruct Clearing Broker to convert any obligation from one currency to another currency; (E) cancel any or all open orders; (F) purchase Securities to cover the sale of Securities; and (G) take any other action Allio Markets deems appropriate. Any or all of the above actions may be taken at Allio Markets' discretion without demand and without prior notice to you or the tenants in any joint Brokerage Account. You shall at all times be liable for the payment of any deficit in your Brokerage Account upon demand by Allio Markets or Clearing Broker. You shall be responsible for and shall promptly pay to Clearing Broker all Brokerage Account deficits and other obligations you may owe to Clearing Broker and Allio Markets (collectively, "Customer Debts"), plus interest thereon at rates as specified by Clearing Broker and/or Allio Markets. You further agree to pay all of Allio Markets' costs and expenses, including without limitation in-house and outside attorneys' fees, incurred in collecting Customer Debts in any legal proceeding unless you are the prevailing party. Customer Debts are payable on the date incurred without demand by Allio Markets or Clearing Broker, as applicable.

- 38. CLEARING BROKER AUTHORIZATION TO ACCEPT AND RELY ON INSTRUCTIONS; THIRD-PARTY BENEFICIARIES. Until receipt from you of written notice to the contrary, Clearing Broker may accept from Allio Markets, and is authorized to rely on without inquiry or investigation by Clearing Broker, (a) orders in the Brokerage Account for the purchase or sale in the Brokerage Account of Securities and other property on margin or otherwise, and (b) any other instructions concerning your Brokerage Account. All rights of Allio Markets under this Agreement shall also be extended to Clearing Broker and to any securities broker-dealer with which Clearing Broker interacts in connection with your Brokerage Account, each of which is expressly made a third-party beneficiary of this Agreement.
- 39. <u>LIMITS OF RESPONSIBILITY.</u> Although Allio Markets strives to ensure the quality and reliability of the services provided to your Brokerage Account, Allio Markets cannot be responsible for the availability, accuracy, timeliness, completeness, or security of any service related to your Brokerage Account. These services are provided "as is" and "as available".

You therefore agree that Allio Markets is not responsible to you for any losses (meaning claims, damages, actions, demands, investment losses, direct or indirect, incidental, special, punitive, consequential, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) that you incur as a result of conditions beyond our control, including

directly or indirectly by government restrictions, exchange or market ruling, war, strikes, pandemics, or any other conditions beyond our control. This includes, for example:

- The acceptance and processing of any order, request for funds or other transaction placed in your Brokerage Account, whether received electronically or through other means, as long as the order, request, or other transaction appears to be authentic.
- Occurrences related to governments or markets, such as rules and regulations, restrictions, suspensions of trading, bank closures or bank regulatory, legal or other limitations or restrictions or high market volatility or trading volumes.
- Uncontrollable circumstances in the world at large, such as acts of government in its sovereign or contractual capacity, acts of civil or military authority, wars, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, earthquakes, fire, flood, pandemic and disease, measures of a government authority to address a pandemic or disease or other national emergencies including quarantine restrictions and limitation on business operations, exchange or market rulings, suspension of trading, acts of public enemies or terrorists, labor disputes, strikes, or shortages, supply shortages, failures of the mails or other communications systems, equipment or mechanical or electronic failure or power shortages or failures, software malfunctions, failure of third parties to follow instructions, for other causes commonly known as "acts of God," or for any other cause not reasonably within Allio Markets' control, whether or not such cause was reasonably foreseeable.
- Occurrences related to computers and communications, such as a network or systems
 failure, a message interception, or an instance of unauthorized access or breach of
 security over which we have no control or reasonable ability to know it has occurred
 (such as theft of your personal information by a third party, spyware or malware on your
 computer) or other actions or inactions by you resulting in unauthorized activities in your
 Brokerage Account.

If any service failure is determined to be our responsibility, Allio Markets will only be liable up to the amount of equity in your account at that time.

40. <u>INDEMNIFICATION</u>. You agree to indemnify, defend and hold harmless Allio Markets and its affiliates, and their respective officers, directors, managers, members, employees and agents (collectively, the "<u>Allio Markets Parties</u>") and Clearing Broker from and against any and all liabilities, losses, damages (including without limitation, incidental, consequential, punitive, indirect and special damages), claims (whether in contract or tort), costs and expenses, including without limitation, accountants' and attorneys' fees (both in-house and outside attorneys' fees) incurred by any of the Allio Markets Parties and Clearing Broker arising out of or relating to this Brokerage Agreement (including Potential Fraudulent Events) or any related agreement, except to the extent caused directly by the gross negligence or willful misconduct of the Allio Markets Parties seeking indemnification. You also agree to indemnify, defend and hold harmless the Allio Markets Parties and Clearing Broker from and against any and all liabilities, losses, damages, costs and expenses, including without

limitation, accountants' and attorneys' fees (both in-house and outside attorneys' fees), incurred by any of the Allio Markets Parties and/or Clearing Broker in enforcing any of the provisions of this Brokerage Agreement or any related agreement. If you initiate a legal action or proceeding against any of the Allio Markets Parties and/or Clearing Broker, and you do not prevail (i.e., recover more than Allio Markets' highest offer to settle), you shall indemnify such Allio Markets Parties and Clearing Broker for all costs and expenses (including, but not limited to, in-house and outside attorneys' fees) incurred by such Allio Markets Parties and Clearing Broker to defend themselves.

41. <u>LIMIT ON DAMAGES</u>. THE PARTIES AGREE NOT TO SUE EACH OTHER FOR PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES IN A COURT OF LAW OR BEFORE ANY ARBITRATION PANEL EVEN IF APPLICABLE LAW OR THE ARBITRATION FORUM RULES ALLOW THE AWARD OF SUCH DAMAGES.

ALLIO MARKETS WILL NOT BE LIABLE FOR LOST PROFITS, TRADING LOSSES, OR OTHER DAMAGES RESULTING FROM THE DELAY OR LOSS OF USE OF THE SERVICES OR ANY FINANCIAL INFORMATION PROVIDED OR FOR OMISSIONS OR INACCURACIES IN THE INFORMATION. IN ANY CASE, ALLIO MARKETS' LIABILITY ARISING FROM ANY LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) RELATING TO THE SERVICES WILL NOT EXCEED THE AMOUNT YOU HAVE PAID FOR USE OF THE SERVICES.

- 42. <u>DISCLAIMER OF WARRANTIES.</u> YOU EXPRESSLY AGREE THAT ANY FINANCIAL INFORMATION OR SERVICES ARE PROVIDED TO YOU WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION OR SERVICES.
- 43. <u>APPLICABILITY</u>. This Agreement is the only agreement between you and us concerning its subject matter and covers all Brokerage Accounts that you, at whatever time, open, reopen, or have opened with Allio Markets. In addition, if you have already entered into any agreements with Allio Markets concerning services or features that relate to this Brokerage Account, or if you do so in the future, this Brokerage Agreement incorporates by reference the terms, conditions, and policies of those agreements. In the case of any conflict between this Brokerage Agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.
- 44. <u>APPLICABLE LAW AND SEVERABILITY.</u> If any provision of this Brokerage Agreement is held to be invalid or unenforceable, it shall not affect any other provision of this Brokerage Agreement. The headings of each section of this Brokage Agreement are descriptive only and do not modify or qualify any provision of this Brokerage Agreement. This Brokerage Agreement shall be construed and enforced in accordance with the laws of the State of

California. If any provisions hereof are invalid, illegal, void or enforceable by reason of any law, rule, administrative order or judicial decision, all other provisions shall remain in full force and effect.

If any provision of this Brokerage Agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this Brokerage Agreement will remain fully in effect. No waiver of any provision of this Brokerage Agreement will be considered a waiver of any other provision.

- 45. AMENDMENTS. We may amend this Brokerage Agreement and any other agreements at any time with notice to you, as required by applicable law, via email or by posting on our website here: Alliocapital.com. Amendments may include changing, dropping, or adding fees and policies, changing features and services or entities that provide them, and limiting the usage or availability or any feature or service, within the limits of applicable laws and regulations. The most current version of this Brokerage Agreement is available online at Alliocapital.com. No provision of this Brokerage Agreement can be amended or waived except in writing by an authorized representative of Allio Markets. The amended version of this Brokerage Agreement or other agreement will be effective as of the updated "Effective Date" at the top of the document. Allio Markets will provide you with reasonable notice if there are material changes to this Brokerage Agreement or other applicable agreements. You agree that you and your Brokerage Account(s) will be bound by changes to these agreements through any subsequent use of your Brokerage Account, or if you do not close your Brokerage Account, within fifteen (15) calendar days of being notified of the changes. Your continued use of our services after the Effective Date constitutes your consent to any changes to our Brokerage Agreement and other applicable agreements.
- 46. <u>ASSIGNMENT.</u> Allio Markets may transfer our interests in your Brokerage Account or this Brokerage Agreement to any of our successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your Brokerage Account or Brokerage Agreement except with our prior written approval, or through inheritance, corporate dissolution, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.
- 47. <u>ENFORCEABILITY</u>. Allio Markets may enforce this Brokerage Agreement against any and all Brokerage Account owners. Although Allio Markets may not always enforce certain provisions of this Brokerage Agreement, Allio Markets retains the full right to do so at any time, and the failure to enforce certain provisions is not a waiver of the right to do so.
- 48. <u>TERMINATION</u>. Notwithstanding contrary statements from third parties, Allio Markets or Clearing Broker can terminate your Brokerage Account and any Account feature, and Allio Markets can terminate this Brokerage Agreement, at any time or for any reason, including reasonable belief that a version of this Brokerage Agreement containing unauthorized

changes has been used, upon written notice to you. You can close your Brokerage Account, or terminate any optional feature at any time, by notifying us. We will confirm your Brokerage Account termination after receiving such notification. Contact us at Support@Alliocapital.com if confirmation is not received.

Regardless of how or when your Brokerage Account is closed, you will remain responsible for all unpaid obligations of your Brokerage Account. This includes charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination, as well as any fees incurred but not yet charged to your Brokerage Account. Payment for these obligations will be deducted from your final Brokerage Account balance.

- 49. GOVERNMENTAL AND EXCHANGE RULES. All transactions in your Brokerage Account shall be subject to the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the exchanges, markets, and clearing organizations where executed and settled and to all rules and regulations of FINRA, the SEC, other markets and regulatory organizations, and all applicable federal or state statutes, rules and regulations (collectively, "Governing Regulations"). If any Governing Regulations change, those changes shall be binding upon Allio Markets and you as if made a part of this agreement without any additional action on our or your part. If this Brokerage Agreement is incompatible with any current or future Governing Regulations, the affected provisions of this Brokerage Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such Governing Regulations, and all other provisions of this Brokerage Agreement and provisions so modified shall in all respects continue in full force and effect. Allio Markets' failure to comply with any such Governing Regulations shall not be a breach of this Brokerage Agreement or otherwise impose liability upon Allio Markets nor relieve you of any obligations hereunder. If you are subject to any Governing Regulation, Allio Markets shall have no duty to determine whether you are in compliance with any Governing Regulation.
- 50. <u>CONSENT TO ELECTRONIC DELIVERY.</u> In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents (together "<u>Account Communications</u>") that Allio Markets may be required to deliver, including, but not limited to, prospectuses, prospectus supplements, account statements, annual and quarterly reports, and all other agreements, forms and communications) in connection with your account at Allio Markets.

Electronic delivery of a document may be via an Allio Markets email system or by reference to a location on an Allio Markets site to which you have access.

You have the right to request paper delivery of any account communication that the law requires that Allio Markets provide in paper form.

51. <u>ELECTRONIC SIGNATURE (IF APPLICABLE)</u>. By selecting the "check box(es)" indicating that you "acknowledge that you read and understand and agree," to this and any

subsequent agreement, you are signing the indicated Brokerage Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Brokerage Agreement. By selecting the aforementioned "check box(es)" you consent to be legally bound by the indicated Brokerage Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon, or similar act/action, or to otherwise provide Allio Markets, including its parents, subsidiaries. officers, directors, employees, agents and affiliates (collectively "Allio Markets Entities") instructions to transact on your behalf, and/or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Allio Markets. You also represent that you are authorized to enter into this Brokerage Agreement for all persons who own or are authorized to access any of your Brokerage Accounts and that such persons will be bound by the terms of this Brokerage Agreement. You further agree that each use of your E-Signature in obtaining any services offered by Allio Markets constitutes your agreement to be bound by the terms and conditions of each and every one of your agreements with Allio Markets. This includes, but is not limited to, your valid and binding arbitration agreement with Allio Markets.

This Brokerage Agreement contains a pre-dispute arbitration clause located in Section 33 above.

Signature	
Name	
Date	
Signature	
Signature	
Name	
Date	

ALLIO ADVISORS LLC ADVISORY AGREEMENT

Effective Dated: [], 2025

The undersigned ("Client") and Allio Advisors LLC, a Delaware limited liability company and United States Securities and Exchange Commission registered investment advisor ("Allio Advisors"), agree to enter into an investment advisory relationship (the "Advisory Agreement"). In consideration of the mutual covenants herein, Client and Allio Advisors agree on the following terms and conditions:

1. <u>INTRODUCTION</u>. Client understands and agrees that the terms and conditions of this Advisory Agreement govern all aspects of Client's relationship with Allio Advisors, including all transactions between Allio Advisors and Client and all investment products and services now or in the future offered through Allio Advisors, beginning on the date Client begins receiving investment advisory services from Allio Advisors.

SECTION 14 OF THIS ADVISORY AGREEMENT INCLUDES AN ARBITRATION CLAUSE. BY ENTERING INTO THIS ADVISORY AGREEMENT, CLIENT ACKNOWLEDGES THAT THE PARTIES TO THIS ADVISORY AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO LITIGATE OR ARBITRATE ON A CLASS BASIS.

2. <u>SCOPE OF SERVICES.</u> Allio Advisors agrees to provide the services described in this Advisory Agreement and this Section in particular on the terms and conditions described herein.

Client appoints Allio Advisors to exclusively manage one or more accounts established and owned by Client at Allio Markets, LLC (each a "Client Account" or "Account).

General. Discretionary investment advice is offered by Allio Advisors primarily over the internet through the Website and mobile application. This may be different from other investment advisory relationships with which Client is familiar, and Client must be willing to receive investment advice over the internet and to communicate primarily with Allio Advisors via electronic channels in order to use the services provided under this Advisory Agreement. In deciding to engage Allio Advisors and open the Account, Client represents that Client has determined Allio Advisors' advisory services are appropriate for Client, taking into account all factors that Client believes are relevant, including but not limited to Client's interest in having Allio Advisors make investment decisions for Client, Client's anticipated need for investment advice, the costs and potential benefits of Allio Advisors as compared to other types of advisory account programs, such as non-discretionary account programs, and the costs and potential benefits 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 in the Assets.

Allio Advisors provides customer support over the internet for the purposes of technical support, but such support is educational in nature only. In addition, Allio Advisors may, in its sole discretion, offer any Client, without charge, financial planning consultations through email, electronic chat, an electronic contact form, and telephone communications. These communications would include only non-discretionary advice (i.e., advice that the Client is responsible for implementing, if desired) and are subject to the conditions and limitations described on the Website and mobile application, at https://www.alliocapital.com/contact-us#faq.

Goals; Investment Advice. The advice and other services provided by Allio Advisors to Client will be based solely on information Client provides via the Website and mobile application (or, in certain limited circumstances, by email) in response to the requests Allio Advisors makes via the Website and mobile application (or by email). Allio Advisors relies on information provided by Client and cannot be held responsible for (i) any recommendations based on inaccurate or incomplete information or (ii) modifications Client makes to a goal or strategy that cause the Client's investment direction to differ from Allio Advisors' advice. Inaccurate or incomplete information includes, but is not limited to, information that was once accurate or complete but becomes inaccurate or incomplete due to changes in Client's circumstances. Client acknowledges that if Client provides false, inaccurate, or incomplete information to Allio Advisors, or fails to update previously provided information that is no longer accurate or complete based on changes in Client's circumstances, the advice provided by Allio Advisors may not match Client's investment needs. Client additionally understands and agrees that although Allio Advisors collects information about clients' investing experience, Allio Advisors does not currently use such information as a basis for providing advice. Client further acknowledges that any advice provided by Allio Advisors will generally not be based on any assets or liabilities held outside of the Account, except as specifically disclosed in the Website and mobile application or otherwise. Client agrees that if a material change occurs to Client's goals, financial circumstances, or investment objectives, or Client wishes to impose or modify reasonable restrictions on the management of the Account, Client will promptly update Client's information on the Website or mobile application.

Client understands and agrees that the Account's composition and performance may be different for a variety of reasons from those of the strategy selected. These reasons include adjustments to the allocation and rebalancing that may occur (a) when the Account is established and the initial investment product(s) are purchased; (b) when Client contributes additional capital to Client's Account; (c) when Client revises the information and preferences Client provides to Allio Advisors; (d) when the Advisory Fee (as defined below) is charged and paid; (e) when the market value of the investment products fluctuates; (f) when dividends from the investment products, if any, are reinvested; (g) hardware or

software malfunction, failure, or unavailability; and/or (h) when Allio Advisors adjusts its investment methodology or the mix of investment products offered.

Synced Accounts. Allio Advisors provides voluntary financial account aggregation services via the Website and mobile application. Client understands that Allio Advisors' automated data aggregation services may utilize a third-party service provider to transmit Client's personal and Account information. If Client elects to use such services, Client agrees to hold Allio Advisors harmless from losses of any kind that may result from any third-party service provider's use, misuse, or loss of Client's personal information and Account Information. Subject to the exceptions described in the *Limitation* section below, Allio Advisors 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. Client further agrees to hold Allio Advisors harmless from losses of any kind that may result from Allio Advisors sending Client's personal data to third parties at Client's request.

System Updates. Client understands that, when Allio Advisors makes changes to its Website and online applications, not all Clients may see such changes at the same time. Client also understands that there will typically be different services and tools available to Client depending on the means by which Clients interact with Allio Advisors over the internet.

Power of Attorney. Client appoints Allio Advisors to manage the Account on a full 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, reinvest and otherwise effect investment transactions in the name of the Account without prior consultation with Client. Allio Advisors shall manage the Account by issuing trading instructions to Allio Markets, LLC to cause the Account to purchase and sell investment products. Client further acknowledges and agrees that Client authorizes Allio Advisors, as Client's fiduciary, to accept delivery of trade confirmations and prospectuses from Allio Markets, LLC on behalf of Client.

Trading. Client understands and agrees that Client will receive the price at which such orders are executed in the marketplace. Instability in financial markets may expose Client to greater market, liquidity, and execution risk, including extreme bid-ask spreads, acute price dislocation, and incomplete execution.

Tax and Rollover Advice. Any tax information provided by Allio Advisors is not a substitute for the advice of a qualified tax advisor. Client should consult a third-party tax advisor to discuss tax-related concerns. Allio Advisors' communications to Client about rollovers, including any comparisons of Allio Advisors' services to services available elsewhere, are intended to provide Client with general information that may be useful to Client's own investment decisions. This general information does not address the details of Client's personal situation, and it is not intended to be an individualized recommendation that Client take any particular action.

3. INVESTMENT STRATEGY AND ALLOCATION CHANGES. Client may only make one investment strategy or portfolio allocation target change during market hours of each business day. Client understands and agrees that when Client has already made an investment strategy or allocation change (i.e., in Clients selection between a Dynamic Macro Portfolio or Managed Macro Portfolio or has a Managed Macro Portfolio invested in the Core Macro strategy and elects to change the strategy type to Growth) during trading hours on a given business day, Allio Advisors may elect to treat Client's attempts to make subsequent investment strategy or allocation changes during trading hours on that day as instructions entered outside trading hours and process them the next day or Allio Advisors may elect to refuse Client's instruction. Client understands and agrees that if Client makes changes to their portfolio either before market open or after market close, Allio Advisors will hold these changes and send the market orders on market open.

Client acknowledges that when Client approves changes to their Dynamic Macros Portfolios, Allio Advisors' rebalancing engine is activated, generating a series of individual market orders that are submitted to Allio Markets' clearing broker-dealer for execution. Client understands and agrees that an automatic rebalancing will take place whenever Client deposits or withdraws cash from either their Managed Macro or Dynamic Macro Portfolios. With respect to the Managed Macro strategies, the strategies are updated once per month and Client portfolios are rebalanced accordingly. Client further acknowledges that Allio Advisors uses a "5/25" rule (as defined below) as the threshold for rebalancing in both Managed Macro and Dynamic Macros Portfolios. Client acknowledges and agrees that a rebalancer monitors each Allio Advisors' portfolio daily for alignment with its targets, executing trades to restore balance whenever cash or position thresholds are triggered. The rebalancer checks for any triggering activity at 14:30 Eastern time each day. If Client changes target allocations or switches from a Managed Macro Portfolio to a Dynamic Macro Portfolio (or vice versa) after 14:30 Eastern time, the changes will take place at 09:30 Eastern Time during the next day's regularly scheduled rebalancing session.

- The "5" in the rule indicates that if an asset allocation deviates by an absolute 5% of the portfolio's value, it requires rebalancing (i.e., if a portfolio mandates a 30% allocation to a commodities ETF, rebalancing is triggered when this allocation reaches 35% or drops to 25%).
- The 25% in the rule pertains to the minor asset classes in the portfolio assts representing 10% or less of the portfolio's value. This signifies a relative 25% change within that specific asset class (i.e., if an asset is allocated 10% to gold, rebalancing is required when the allocation reaches 12.5% or diminishes to 7.5%, similarly, a 5% allocation to an emerging markets ETF triggers rebalancing at 3.75% or 6.25%).

Client acknowledges that the Dynamic Macro Portfolio requires a minimum of five (5) individual assets and can hold up to a maximum of fifteen (15) individual assets.

- 4. ORDER HANDLING. Allio Advisors 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 Allio Advisors' clients, including its employees and their related persons, and for Allio Advisors' own account with Allio Markets, LLC. In such cases, each account will be charged or credited with the average price per unit.
- 5. COMPENSATION. Allio Advisors provides the following table identifying the advisory fee rate it charges for the investment products and services provided to Client under this Advisory Agreement (the "Advisory Fee"). These fees will also be posted on the Client's Account page on the Website and mobile application. Fees due shall be calculated using the value of the assets in the Account on the last business day of the prior billing period. Client acknowledges and authorizes Allio Advisors to withdraw fees in advance directly from Client's Account. Refunds for fees paid in advance but not yet earned will be refunded on a prorated basis and returned within fourteen (14) days to Client via check or a return deposit back into Client's Account. For all asset-based fees paid in advance, the fee refunded will be equal to the balance of the fees collected in advance minus the daily rate times the number of days elapsed in the billing period up to and including the day of termination. The daily rate is calculated by dividing the annual asset-based fee rate by 365.

Advisory Fee Table		
Asset Tiers	Dynamic Yield	Core Managed
<10k	0.25%	0.65%
\$10k-\$50k	0.20%	0.50%
\$50k+	0.15%	0.35%

- 6. <u>DEPOSITS AND MINIMUMS.</u> Client acknowledges that there is a \$50 account minimum to receive any of Allio Advisors' advisory services. The minimum initial deposit is \$500.
- 7. PROXIES. Client acknowledges and agrees that Allio Advisors shall not request, nor accept, authority to vote any proxies with respect to any securities held in Client's account(s). Client retains sole responsibility for voting any proxies or responding to any shareholder communications with respect to securities held in Client's account(s). Client further agrees that Allio Advisors shall have no liability or responsibility to vote any proxies or for failing to take any action in connection with any shareholder communications, including but not limited to, notices of meetings, tender offers, or any other actions that may arise from ownership of securities in the Client's account(s). Client acknowledges that Allio Advisors will not be responsible for any loss or damage resulting from any decision made by Client in regard to proxy voting or shareholder communications.
- 8. <u>TRANSFER OF ASSETS.</u> Client may request transfer of Assets to a broker-dealer other than Allio Markets, LLC by submitting a request to the receiving firm of the outgoing transfer request (which will communicate such request to Allio Advisors), or to Allio Advisors in a

form determined by Allio Markets, LLC, as applicable. Allio Advisors has sole discretion to select tax lots in the event of an in-kind transfer request and to select shares to liquidate to satisfy any fees accrued under this Advisory Agreement as well as any transfer fees due under the Brokerage Agreement.

[Client understands and agrees that if the assets Client is transferring are part of a Tax-Coordinated Portfolio, an outbound transfer may lead to rebalancing in any taxable Accounts that are part of the Tax-Coordinated Portfolio and remain at Allio Advisors, which may result in the realization of taxable gains. Allio Advisors shall not be liable for any losses caused by the liquidation of assets pursuant to this Section, including but not limited to any tax liabilities.

Client understands and agrees that any dividends paid after the initial transfer of Client's assets will be accepted as cash only, with some circumstances allowing for a stock dividend will be accepted. Rebalancing transactions may occur if residual assets remain in Client's Account unless Client has requested, and Allio Advisors has confirmed, that rebalancing is disabled in Client's Account(s). Client understands and agrees that rebalancing transactions may result in the purchase and/or sale of securities in accordance with Client's investment strategy.]

Client's Account will remain open following a full Account transfer unless Client closes Client's Account as such action is provided within the Interface. If Client's Account remains open with a balance following an outbound transfer, Allio Advisors will charge its Advisory Fee on any remaining balance.

- 9. <u>DISCLOSURE STATEMENT.</u> Client hereby acknowledges receipt of a copy of Allio Advisors' Form ADV Part 2A Advisory Brochure (the Brochure) before or at the time it has entered into this Advisory Agreement and that Allio Advisors' Form ADV is available at https://adviserinfo.sec.gov/firm/summary/317938, Form CRS available at https://www.alliocapital.com/disclosures-library, and the Allio Advisors' Privacy Policy available at https://www.alliocapital.com/privacy-policy.
- 10. <u>LIMITATION</u>. Allio Advisors will be responsible for losses arising from or related to any Account only if the losses are caused by Allio Advisors breaching its fiduciary duty, which would include circumstances where Allio Advisors acted negligently or recklessly or engaged in willful misfeasance, fraud, bad faith, or violating applicable law. Client understands and agrees that, except as described above, Client is responsible for losses arising from or related to Client's Account, and that Allio Advisors and its respective officers and employees shall not be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in managing Client's Account or providing any of the services contemplated under this Advisory Agreement. 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 Client may have under federal or state securities laws.

- 11. <u>FORCE MAJEURE</u>. Allio Advisors shall not be liable nor deemed to be in default for any delay or failure in performance under this Advisory Agreement deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, flood, failure of transportation, strikes or other work interruptions, or any other cause beyond the reasonable control of Allio Advisors.
- 12. <u>SEVERABILITY AND AMENDMENT.</u> The invalidity or unenforceability of any provision shall in no way affect the validity or enforceability of any and all other provisions thereof. Allio Advisors may amend this Advisory Agreement, by modifying or rescinding any of its existing provisions or by adding new provisions. Allio Advisors agrees to notify Client in advance of the effective date of any amendments to the Advisory Agreement that materially affect Client's existing relationship with Allio Advisors. All material amendments shall be communicated by Allio Advisors to clients in an electronic format. Amendments shall be effective as of the date specified by Allio Advisors, or such time as Client affirmatively accepts the amendment, if earlier. Client understands that by not closing and/or continuing to use Client's Account(s) after the effective date or time of any amendment to the Advisory Agreement, Client agrees to such amendment.
- 13. TERMINATION. This Advisory Agreement may be terminated without penalty by either party within five (5) business days of signing the Advisory Agreement. Thereafter, either party may terminate this Advisory Agreement immediately upon written notice to the other party. If Client is a natural person, the death, disability or incompetency of Client will not terminate or change the terms of this Advisory Agreement, but any duly authorized representative shall be permitted to terminate as specified in this provision. Any earned but unpaid investment management fees are an obligation of Client and will be paid upon termination. In addition, upon learning of Client's death, disability or incompetence, Allio Advisors may temporarily or permanently suspend its services under this Advisory Agreement until Allio Advisors receives instructions from a legal representative. Termination of this Advisory Agreement will not affect (a) the validity of any action previously taken by Allio Advisors under this agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Advisory Agreement; or (c) Client's obligation to pay advisory fees (pro-rated through the date of termination). Upon termination of this Advisory Agreement, Allio Advisors will have no obligation to recommend or take any action with regard to securities, cash or other investments in the Account.
- 14. <u>ARBITRATION</u>. The arbitration provision set forth in the separate document titled "Terms of Use" shall apply to any disputes arising under this Advisory Agreement. By entering into this Advisory Agreement, you acknowledge and agree to the terms of the arbitration provision in Allio Fintech's "Terms of Use" agreement.
- 15. <u>NO ASSIGNMENT.</u> Allio Advisors may not assign (within the meaning of the Investment Advisers Act of 1940 ("Advisers Act")) and any rules, regulations, interpretations, and exemptions thereunder) its rights and duties under this Advisory Agreement to any of its successors, subsidiaries, affiliates, or any other entity without obtaining Client's consent.

Client will be deemed to have consented to Allio 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 Allio Advisors. Client may not assign the rights and obligations under this Advisory Agreement without first obtaining the prior written consent of Allio Advisors. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management, within the meaning of the Advisers Act. Any purported assignment in violation of this Advisory Agreement will be void.

AGREEMENT

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THE ADVISORY AGREEMENT AND BROKERAGE AGREEMENT.

If more than one, all Client principals to this Advisory Agreement must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

This Advisory Agreement shall be dated as of the time Client enters Client's electronic signature or selects the option on the Website and mobile application to confirm their agreement.

Client's name and electronic signature shall be incorporated by reference to fields through the sign-up process within the Website and mobile application.

Approval of an authorized Allio Advisors representative is hereby incorporated by reference into fields captured in the Interface