

#### WAVVEST ADVISORY ACCOUNT MANAGEMENT AGREEMENT

This client advisory account management agreement (the "Agreement") establishes a relationship between you ("Client," "you," "your," or similar terms) and Wavvest Wealth LLC, an SEC-registered investment adviser ("Wavvest," "we," or "us" and together with Client, the "parties"); and sets forth the terms and conditions under which Wavvest will provide ongoing discretionary investment management and advisory services with respect to certain assets in your account on the Wavvest Platform (defined below) (the "Wavvest Account"). The term "Wavvest Account" shall include all accounts you hold with Wavvest, including but not limited to taxable investment accounts, Individual Retirement Accounts ("IRAs"), and trusts (collectively, your "Managed Account(s)"). If your Wavvest Account relates to the assets of your Traditional IRA or Roth IRA (each an "IRA"), "Client," "you," or "your" refers to both you, as the settlor of the IRA, and the IRA.

# The Agreement contains the following sections, including an arbitration agreement in Section 21:

- 1. ACCOUNT MANAGEMENT SERVICES
- 2. ACCOUNT REQUIREMENTS
- 3. CLIENT INFORMATION
- 4. FUNDING THE ACCOUNT
- 5. CASH RESERVE AND WITHDRAWALS
- 6. FEES AND EXPENSES
- 7. CUSTODY OF ASSETS AND ACCOUNT STATEMENTS
- 8. TRANSACTION EXECUTION
- 9. PROXIES AND CORPORATE LEGAL ACTIONS
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By signing this Agreement, you are representing and agreeing that you have read it carefully and understood its terms, including the arbitration clause located in Section 20.

AS SET FORTH IN SECTION 20 BELOW, THE AGREEMENT INCLUDES AN ARBITRATION CLAUSE. BY ENTERING INTO THE AGREEMENT, CLIENT ACKNOWLEDGES THAT, EXCEPT WHERE PROVIDED OTHERWISE BY LAW, THE PARTIES TO THE 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.

You should not sign this Agreement if you have any questions about your obligations under the Agreement, the services that Wavvest is agreeing to provide, or the limitations of those services. If you have any questions, please contact us at support@wavvest.com, and we would be happy to assist you.

# 1. ACCOUNT MANAGEMENT SERVICES

By entering this Agreement, you ("Client") appoint Wavvest Wealth LLC ("Wavvest," "we," or "us") as your investment adviser and grant us discretionary authority to manage and trade the assets in your Managed Accounts, subject to the terms and conditions outlined herein. We accept this appointment under the terms of this Agreement.

# You acknowledge the following:

- (i) Wavvest will provide its services primarily through its digital platform (the "Wavvest Platform"), accessible via our website or application. Occasionally, services may also be provided through other means, such as email or phone consultations.
- (ii) You will not hold securities in your Managed Account other than those made available through Wavvest's Platform, as determined by our discretionary management.
- (iii) Wavvest is solely responsible for determining the assets and securities available in your Managed Account, aligned with your financial goals, risk tolerance, and investment horizon.

Through the Wavvest Platform, you will provide information about your financial situation, including your income, goals, time horizon, and net assets. Based on this information, Wavvest will recommend and implement a customized portfolio plan for you ("Portfolio Plan") in your Managed Account(s). You authorize Wavvest to direct Apex Clearing Corporation ("Apex"), a qualified custodian, to execute securities transactions on your behalf without prior consultation or approval. This discretionary authority includes, but is not limited to:

- 1. Buying, selling, and trading securities;
- 2. Investing in and trading exchange-traded funds ("ETFs") and mutual funds;
- 3. Rebalancing your portfolio periodically to maintain alignment with your goals; and



4. Implementing the above actions based on Wavvest's research and systematic portfolio models.

Wavvest reserves the right, in its sole discretion, to change the securities and investments offered through the Platform and to introduce additional products or services that may be subject to separate terms and disclosures.

You acknowledge that Wavvest Wealth does not provide the following:

- (i) Comprehensive financial planning services;
- (ii) Tax, accounting, or legal advice, nor the preparation of any related documents;
- (iii) Custody of your assets, which will be held exclusively by Apex as a "qualified custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940.

It is your responsibility to consider additional investment strategies or asset classes to supplement your investment objectives, and to consult with tax and legal professionals regarding the tax consequences or legal implications of Wavvest's services or recommendations.

Additionally, Wavvest assumes no responsibility for ensuring compliance of your accounts (e.g., IRAs) with the Internal Revenue Code or other applicable laws. You are solely responsible for maintaining, contributing to, and monitoring your accounts, as well as reporting any transactions or tax implications to the appropriate authorities.

Wavvest retains the right to delegate discretionary management, advisory, and other rights under this Agreement to affiliates or third parties without prior notice, provided that Wavvest remains liable for its obligations.

You are responsible for regularly updating your financial information and notifying Wavvest of any material changes. Wavvest will use the most current information provided to create and manage your Portfolio Plan.

# 2. ACCOUNT REQUIREMENTS

Wavvest requires that all prospective clients complete an application and be approved to open an account with Wavvest Wealth ("Wavvest Account"). Wavvest reserves the right, at its sole discretion, to determine the eligibility of prospective clients. There is no cost to apply for an account with Wavvest

A minimum initial account balance of \$500 is required to open a taxable investment account, Individual Retirement Account (IRA), or trust account. Certain investments available through the Wavvest Platform may have higher minimum deposit requirements, which will be disclosed to you prior to investment.



As the Client, you retain sole ownership of the Wavvest Account, including the right to:

- (i) Withdraw securities and cash (subject to applicable limitations); and
- (ii) Receive transaction confirmations, account statements, and other documentation as provided by the Custodian (defined in Section 7).

## 3. CLIENT INFORMATION

You represent that all information you have provided through the Wavvest Platform is true, accurate, and complete in all respects. You confirm that you are neither insolvent nor a petitioner in any ongoing bankruptcy proceeding. You agree to notify Wavvest promptly of any changes to your financial circumstances or personal information that may affect the accuracy of your Portfolio Plan

Wavvest will contact you at least annually through the Wavvest Platform, email, or other communication methods to request that you review your Portfolio Plan for accuracy and provide any material updates. You acknowledge that Wavvest may rely on the information you provide to deliver the Services under this Agreement.

You further acknowledge and agree that Wavvest shares some or all of your information with the Custodian (Apex Clearing Corporation) to perform compliance functions. These functions may include:

- 1. Verifying your identity for customer identification purposes and anti-money laundering requirements; and
- 2. Confirming that Wavvest, the Custodian, and any related service providers are permitted to provide you with Services under applicable U.S. economic sanctions against certain countries, individuals, or organizations.

## 4. FUNDING THE ACCOUNT

To fund your Wavvest Account, you must connect your bank account(s) or other funding source(s) (collectively, the "Funding Account") to the Wavvest Platform by providing accurate, current, and complete information, including the bank's routing number and account number. By initiating a deposit, you authorize Wavvest and its vendors, including those facilitating Automated Clearing House ("ACH") payments (collectively, the "ACH Operator"), to request the transfer of funds from your Funding Account to Apex Clearing Corporation ("Apex"), the qualified custodian of your Wavvest Account.

# You acknowledge that:

1. You are responsible for any fees, charges, or expenses imposed by your financial institution in connection with deposits or transfers to or from your Wavvest Account.



2. Unless otherwise agreed by Wavvest and Apex, funding is limited to ACH transfers. Additional funding methods may be made available at Wavvest's discretion and will be subject to additional terms and conditions.

Your Wavvest Account will not be connected to your Funding Account until you receive confirmation through the Wavvest Platform. Wavvest may delay executing orders or processing transfers until sufficient time has passed to ensure successful transfer of assets, which may take up to five Business Days. During this time, uninvested funds will not earn financial gains or incur losses due to market movement. "Business Day" refers to any day banks involved in the transfer are open, excluding U.S. federal holidays and non-trading days on applicable securities exchanges.

You represent and warrant that the funds deposited into your Wavvest Account:

- Are not derived from, nor will be used to promote, any illegal activity.
- Are solely owned by you or other individuals/entities disclosed during the account opening process.

In the event your Funding Account is closed or restricted, you will be unable to make additions to or withdrawals from your Wavvest Account until either:

- (i) The original Funding Account is reopened or unrestricted; or
- (ii) A new and adequately funded Funding Account is successfully connected to your Wavvest Account.

If your Wavvest Account is an IRA, the IRA must establish a custodial relationship with Apex and comply with Apex's Customer Account Agreement.

# 5. CASH RESERVE AND WITHDRAWALS

You may withdraw money from your Wavvest Account at any time by initiating a withdrawal request through the Wavvest Platform. Wavvest will use commercially reasonable efforts to process your withdrawal request promptly, but you acknowledge and agree that the timing of withdrawals is subject to applicable settlement periods and operational processing times.

To ensure the timely payment of advisory fees and other applicable charges, Wavvest may require you to maintain a minimum cash reserve in your Wavvest Account. If your cash reserve is insufficient to cover such fees or expenses, Wavvest reserves the right to sell assets in your account to replenish the reserve.

Withdrawals may incur transaction fees or tax consequences, depending on the type of account and investments held. You are solely responsible for understanding and addressing the tax



implications of any withdrawals, including mandatory tax withholdings as required by applicable law.

If your Wavvest Account is an IRA, all contributions, withdrawals, and other transactions are subject to the rules and restrictions governing IRAs under the Internal Revenue Code. Withdrawals from an IRA before the age of 59½ may result in penalties and additional tax liabilities.

Wavvest reserves the right to request additional information or documentation from you before processing a withdrawal request and may delay or cancel a withdrawal if the requested information is not provided in a timely manner.

#### 6. FEES AND EXPENSES

# Advisory Fee.

Wavvest charges a flat advisory fee of 0.25% annually on the total assets under management ("AUM") in your Wavvest Account (the "Advisory Fee"). This fee covers the costs of investment advisory services, execution, clearance, custody, and account reporting.

The Advisory Fee is calculated and charged monthly, in arrears, based on the value of the assets in your Wavvest Account as of the last day of the month. For the first billing period of your advisory relationship, the Advisory Fee will be calculated on a pro rata basis. If this Agreement is terminated, the fee for the final billing period will be prorated through the effective termination date and deducted from your Wavvest Account.

## Fee Payment.

By signing this Agreement, you authorize Wavvest to deduct the Advisory Fee directly from your Wavvest Account in accordance with applicable custody rules. If there are insufficient funds in your cash reserve to cover the fee, Wavvest reserves the right to liquidate assets in your Wavvest Account, without prior notice to you, to satisfy the fee payment.

## **Additional Notes.**

The Advisory Fee is exclusive of other potential costs, such as fees or expenses imposed by third parties, including but not limited to ETF expense ratios, transfer taxes, or custodial fees charged by Apex Clearing Corporation ("Custodian"). These third-party fees are separate from the Advisory Fee and will be reflected in the performance of the investments in your account.

Wavvest does not charge performance-based fees or any other fees beyond the flat Advisory Fee.

You agree to maintain accurate and up-to-date contact and billing information with Wavvest and acknowledge that any changes to the Advisory Fee will be communicated to you electronically through the Wavvest Platform.



## 7. CUSTODY OF ASSETS AND ACCOUNT STATEMENTS

Apex Clearing Corporation ("Apex") will act as the custodian for your Wavvest Account, holding and safeguarding your assets (the "Custodian"). Wavvest will not take custody of your assets directly, but our ability to deduct fees from your account constitutes limited "custody" as defined by applicable regulations.

You agree to complete all necessary application materials required to establish your account with Apex as part of the account-opening process. All transactions in your Wavvest Account will be processed by Apex, which will handle the receipt and delivery of all cash and/or securities due to or from your account. Wavvest is not authorized to instruct Apex to deliver funds or securities to us, except for the payment of fees as outlined in this Agreement.

Apex will provide you with electronic confirmations of securities transactions and account statements on a monthly basis through the Wavvest Platform. These statements will detail your account's holdings, including cash and securities, as well as all transactions for the reporting period.

You are responsible for reviewing all account confirmations and statements provided by Apex and for promptly reporting any discrepancies directly to Apex and Wavvest. By signing this Agreement, you authorize Wavvest to instruct Apex to provide Wavvest with trade confirmations and account statements for your Wavvest Account.

You acknowledge that Wavvest is not responsible for the obligations or actions of Apex, the Custodian, or any successor custodian, except as required by applicable law or in cases where Wavvest has breached its fiduciary duty. To the fullest extent permitted by law, you agree that Wavvest is not liable for any loss arising from Apex's acts or omissions.

Wavvest will make reasonable efforts to ensure that Apex fulfills its custodial responsibilities in accordance with applicable regulations and your account agreements.

# 8. TRANSACTION EXECUTION

To facilitate the management of your Wavvest Account, Apex Clearing Corporation ("Apex") will provide trade execution, custody, clearing, and settlement services, as well as recordkeeping and reporting. Wavvest does not act as a broker-dealer and relies on Apex to handle all securities transactions in your account.

All transactions in your Wavvest Account are subject to Apex's operational policies and applicable regulatory requirements. By opening an account with Wavvest, you authorize us to direct Apex to execute securities transactions on your behalf without prior consultation or approval.



Wavvest may aggregate or "batch" orders for multiple client accounts to facilitate efficient trade execution. In such cases, transactions will be averaged in terms of price and transaction costs and allocated proportionally among accounts based on the orders placed. Wavvest aims to achieve "best execution" for all transactions, which takes into account factors such as price, speed, and overall cost.

Wavvest reserves the right to evaluate Apex's ability to provide best execution. If Apex fails to meet best execution standards, Wavvest may, at its discretion, select an alternative broker-dealer to execute trades.

Wavvest does not engage in "agency cross" transactions or self-directed investments through other broker-dealers.

## 9. PROXIES AND CORPORATE LEGAL ACTIONS

Wavvest does not exercise discretionary voting authority over proxies related to securities held in your Wavvest Account. All proxy materials and shareholder communications will be sent directly to you by Apex Clearing Corporation ("Apex") or the issuing company. It is your responsibility to review these materials and determine how to exercise your proxy voting rights.

Wavvest does not provide advice, take action, or otherwise involve itself in any legal proceedings, including but not limited to bankruptcies, class action lawsuits, or other shareholder litigation, related to securities held in or formerly held in your Wavvest Account. You retain sole responsibility for addressing any legal or corporate actions involving your investments.

## 10. DELIVERY OF CLIENT BROCHURE AND RELATIONSHIP SUMMARY

You acknowledge that you have received a copy of Wavvest's Form ADV Part 2A Brochure and Relationship Summary, which provide important disclosures concerning our advisory practices, risks, and potential conflicts of interest. These documents are delivered electronically and are available on the SEC's Investment Adviser Public Disclosure webpage at <a href="https://www.adviserinfo.sec.gov">www.adviserinfo.sec.gov</a>.

You may also obtain a copy of Wavvest's Brochure and Relationship Summary at any time on our website at www.wavvest.com or by contacting us at <a href="mailto:support@wavvest.com">support@wavvest.com</a>.

# 11. CONFIDENTIALITY, PRIVACY, AND TRUSTED CONTACT

The information you provide to Wavvest, including your personal and financial information, is subject to the terms of Wavvest's Privacy Policy, which you acknowledge receiving. The Privacy Policy may be amended from time to time and will be made available on the Wavvest Platform or upon request by contacting support@wavvest.com.



Except as required by law or requested by regulatory authorities, Wavvest agrees to maintain the confidentiality of all nonpublic personal and financial information you provide, unless you explicitly agree to share such information.

You consent to Wavvest recording and/or monitoring your telephone calls and electronic communications with representatives of Wavvest for quality assurance and other business purposes. You expressly authorize Wavvest representatives to contact you for purposes related to your account or Wavvest's services using the contact information you have provided, including telephone numbers, mailing addresses, or email addresses. This authorization will remain in effect until you specifically revoke it by notifying Wavvest.

Furthermore, you may appoint a Trusted Contact Person, who must be at least 18 years old, to whom Wavvest may disclose information about your Wavvest Account in limited circumstances. These circumstances may include addressing potential unauthorized use of your account, confirming your contact information, or verifying the identity of a legal guardian, executor, trustee, or holder of a power of attorney.

# 12. ACKNOWLEDGEMENTS, REPRESENTATIONS, AND COVENANTS

## Authority.

You confirm that you have the legal authority and capacity to enter into this Agreement. By entering this Agreement, you certify that you are of legal age in your state of residence, and that this Agreement is a valid and binding obligation. You acknowledge that you are responsible for reviewing and understanding the terms of this Agreement and for all activity in your Wavvest Account.

# **Program Appropriateness.**

You confirm that you have evaluated Wavvest's services and determined they are suitable for your financial needs, risk tolerance, and investment experience. You acknowledge that Wavvest's flat-fee advisory model may not always be the lowest-cost option compared to other brokerage or commission-based accounts

#### **Investment Risks.**

You understand that investing involves risks, including the potential loss of your entire investment. Wavvest does not guarantee the performance of any investment or portfolio, nor does it guarantee that your investment objectives will be met. Market conditions, economic factors, and other risks may result in losses.

## Residency.

You represent that you are a U.S. citizen or lawful resident, residing in the U.S., with a valid U.S. residential mailing address. You further certify that you have been issued a valid Social Security



Number or Tax Identification Number. Wavvest's services are not offered to non-resident aliens or individuals located outside the U.S.

# Limitation of Liability.

To the fullest extent permitted by law, Wavvest and its officers, employees, affiliates, agents, and service providers will not be liable for:

- 1. Any losses or damages resulting from your investment decisions or changes in your financial circumstances;
- 2. Acts or omissions by third-party service providers, including Apex Clearing Corporation;
- 3. Delays or failures caused by events beyond Wavvest's reasonable control, such as natural disasters, regulatory actions, or technological disruptions; or
- 4. Any indirect, incidental, or consequential damages, even if foreseeable.

Wavvest's liability is limited to breaches of fiduciary duty or violations of applicable law.

# Non-Exclusivity.

You acknowledge that Wavvest provides advisory services to other clients and may take positions in securities that differ from those recommended for your account. Wavvest has no obligation to recommend or invest in the same securities for all clients.

# Your Responsibility.

You agree to provide true, accurate, and complete information to Wavvest and to promptly notify Wavvest of any changes to your financial situation or investment objectives.

## 13. TERM AND TERMINATION

#### Effective Date.

This Agreement becomes effective upon acceptance by Wavvest, as evidenced by notification that your Wavvest Account has been opened.

# Suspension or Termination by Wavvest.

Wavvest reserves the right to suspend or terminate your account or services at any time, with or without notice, if:

- 1. Required to comply with legal or regulatory obligations;
- 2. Necessary to prevent fraud, unauthorized activity, or breaches of this Agreement;
- 3. Fees remain unpaid for more than 60 days (unless disputed in good faith);
- 4. Technical or operational issues arise that impact service delivery; or
- 5. Additional information is required to comply with regulatory or account management requirements.



# **Termination by Client.**

You may terminate this Agreement at any time by notifying Wavvest through the Wavvest Platform or other approved means. Upon termination:

- 1. Wavvest will cease providing advisory services;
- 2. Any earned but unpaid fees will be deducted from your account or invoiced to you; and
- 3. Your account will be closed after settling any pending transactions and deducting applicable fees.

## **Effects of Termination.**

Termination of this Agreement does not affect:

- 1. Actions taken under the Agreement prior to termination;
- 2. Any obligations or liabilities arising from transactions initiated before termination; or
- 3. Your responsibility to pay fees accrued up to the termination date.

If you wish to transfer your account assets to another custodian, you must provide explicit instructions, subject to the policies of the receiving custodian. Fractional shares may not transfer and may need to be liquidated.

# Death, Disability, or Incompetence.

The death, disability, or incompetence of a Client does not automatically terminate this Agreement. However, your authorized representative, executor, or guardian may terminate the Agreement by providing Wavvest with proper written notice. Wavvest will act on such notice after receiving and verifying the necessary documentation.

#### **Final Account Closure.**

For accounts with balances of \$100 or less, Wavvest reserves the right to determine the most feasible means of returning remaining funds, which may include issuing a check, returning funds to the Funding Account, or another reasonable method.

# 14. LEGAL CAPACITY

By entering into this Agreement, you certify that you are legally empowered to do so. If the Agreement is established by you or your authorized representative acting in a fiduciary capacity, you further certify that you are legally authorized to act in such capacity.

You represent that you are over 18 years of age and agree that no individual under the age of 18 may use or attempt to use Wavvest's services.



#### 15. ENTIRE AGREEMENT AND AMENDMENTS

You acknowledge and agree that this Agreement represents the entire and final understanding between you and Wavvest regarding the subject matter herein. This Agreement supersedes any prior agreements or contracts you may have entered into with Wavvest.

No provision of this Agreement may be waived or amended without the prior written consent of Wavvest, executed by an authorized representative. Wavvest reserves the right to amend this Agreement by adding, revising, or deleting any terms or conditions, provided that you will be given at least 30 calendar days' prior notice of any material changes.

Notification of amendments may be provided through the Wavvest Platform or other means of communication. Amendments will take effect 30 calendar days after notice is provided, unless a later date is specified. You agree that by continuing to use your Wavvest Account or any services after being notified of amendments, you accept and agree to the amended terms and conditions.

## 16. NOTICES AND COMMUNICATIONS

By opening and maintaining a Wavvest Account, you agree to receive all notices, documents, and other information related to your account and investments electronically. Delivery of such notices via email or through the Wavvest Platform constitutes delivery to you, even if you do not access the information or documents.

This consent becomes effective immediately and will remain in effect unless revoked by you, as described in Section 21.

You agree to maintain a working email address and update your contact information promptly if it changes. If you fail to maintain an accessible email address, and Wavvest determines that paper delivery is necessary, you may be charged for the cost of such delivery. You acknowledge that you may incur costs (such as internet charges or printing fees) associated with accessing electronically delivered information. To view PDF documents, you may need software such as Adobe Acrobat Reader, which is available for free from Adobe.

Notices related to this Agreement will be deemed delivered if sent by:

- 1. Personal Delivery;
- 2. **U.S. Mail** (certified or registered, or by overnight courier, postage prepaid, with return receipt requested) to the mailing address on record for your Wavvest Account;
- 3. Email to the address associated with your Wavvest Account; or
- 4. **Posting** to the Wavvest Platform or website.



## 17. ASSIGNMENT OF AGREEMENT

You may not assign your rights or obligations under this Agreement without the prior express written consent of Wayvest.

Wavvest will not assign (within the meaning of the Investment Advisers Act of 1940) its rights or obligations under this Agreement without your consent. However, you will be deemed to have consented to such an assignment if you do not object within 30 calendar days after being notified of the assignment through the Wavvest Platform or by email.

You agree that any reorganization, restructuring, or other transaction affecting the ownership of Wavvest will not be considered an assignment (within the meaning of the Advisers Act), provided that such changes do not result in a change of actual control or management of Wavvest.

#### 18. MISCELLANEOUS

Wavvest represents that it is registered or licensed with all appropriate regulatory jurisdictions where it has determined such registration or licensing is required.

Headings in this Agreement are for convenience only and do not alter the scope or interpretation of the rights and obligations created herein. Defined terms shall retain their assigned meanings wherever used in this Agreement or related documents, regardless of whether they are used in the singular or plural form. Unless explicitly stated otherwise, the term "including" shall be interpreted to mean "including but not limited to" or "including without limitation."

No delay or failure by Wavvest in exercising any right or remedy under this Agreement shall be considered a waiver of such rights or remedies. Any waiver granted shall not be construed as a waiver of any other rights or remedies, and any waiver granted on one occasion shall not apply to any other occasion. Wavvest reserves the right to exercise its rights or remedies as often as deemed necessary.

If any provision of this Agreement is found to be invalid, unenforceable, or prohibited by the laws of the applicable jurisdiction, that provision shall be considered severable and inoperative solely to the extent of such invalidity or unenforceability. The remainder of the Agreement will continue in full force and effect.

If any part of the Arbitration Agreement is deemed invalid, the remaining portions will remain enforceable to the fullest extent permitted by law.



# 19. GOVERNING LAW

Except to the extent preempted by federal law, the laws of the State of Delaware (without regard to its conflict of law principles) shall govern the construction, validity, and administration of this Agreement. However, nothing in this Agreement will be construed to conflict with the Investment Advisers Act of 1940 or other applicable federal laws.

Any action, suit, or proceeding arising out of or relating to this Agreement that is not otherwise submitted to arbitration will be brought exclusively in the appropriate federal or state courts located in the state where Wavvest's principal office is located at the time of the action. Both parties hereby irrevocably submit to the personal jurisdiction of such courts and agree to take any actions necessary to participate in those proceedings.

No failure or delay by Wavvest in exercising any right, power, or privilege under this Agreement shall be deemed a waiver of such rights or remedies. Similarly, no waiver of any breach of this Agreement shall constitute a waiver of any subsequent breach.

# 20. ARBITRATION AGREEMENT

This Agreement contains an arbitration provision. By entering into this Agreement, you agree to resolve any disputes as follows:

- 1. Waiver of Court Action: Both parties agree to resolve all controversies, disputes, or claims arising out of or relating to this Agreement, your Wavvest Account, or the relationship between the parties through binding arbitration, waiving the right to sue in court, including the right to a trial by jury.
- 2. Arbitration Rules: Arbitration will be conducted in accordance with the rules of the American Arbitration Association (AAA) then in effect.
- 3. Final and Binding Decision: The arbitrator's decision and award will be conclusive and binding. Any judgment upon the award may be entered in a court of competent jurisdiction.
- 4. Class Action Waiver: All claims must be brought on an individual basis, and the parties waive any right to bring or participate in class actions.
- 5. Non-Waiver of Statutory Rights: This provision does not waive or limit any rights or remedies available under federal or state securities laws.

Arbitration must be initiated by serving a written demand for arbitration on the other party.

Notwithstanding the arbitration clause, nothing in this Agreement shall be construed to waive any rights or remedies available under federal securities laws, including the right to pursue a remedy through the SEC or as otherwise permitted by law.



#### 21. ELECTRONIC DELIVERY OF DOCUMENTS

The Wavvest Program is an electronically based service. By accepting this Agreement when you click "I Agree," you consent to the electronic delivery of all notices, disclosures, regulatory communications (including privacy notices), and other information, documents, data, and records related to your Wavvest Account ("Account Communications") to the email address you have provided.

You may revoke your consent to electronic delivery of Account Communications by notifying Wavvest in accordance with the notice provisions of this Agreement. Revocation will be effective once processed, which may take up to three (3) business days. Wavvest may, at its discretion, (i) terminate this Agreement and close your Wavvest Account, or (ii) charge you for the cost of delivering paper copies of Account Communications that would otherwise be provided electronically. Any revocation of consent, request for paper delivery, or provision of paper copies by Wavvest will not affect the legal validity of electronic communications sent prior to the processing of your revocation.

All electronic notifications will be sent to the email address associated with your Wavvest Account. You are responsible for ensuring that this email address remains valid and accessible. If your email address changes, you must update your contact information with Wavvest immediately.

You acknowledge that the Internet is not a secure network and that electronic communications may be accessed by unauthorized or unintended third parties. For this reason, you agree not to send sensitive information such as account numbers or passwords via unencrypted email.

You are encouraged to download and save or print any electronic Account Communications for your personal records. You understand that it is your responsibility to maintain the necessary Internet access, email address with sufficient storage, and tools (such as a printer or device for saving files) to receive and retain electronic communications.

Wavvest does not charge fees for electronic delivery of Account Communications; however, you are solely responsible for any charges imposed by your Internet access provider or telephone company.

This consent will remain in effect unless revoked, and you agree to any updates in hardware or software requirements necessary for accessing electronic records, which Wavvest will notify you of in advance.



By agreeing to this section, you confirm that you have read and understood the terms regarding electronic delivery of documents and accept the associated conditions.

# 22. ELECTRONIC SIGNATURES

You will sign this Agreement by clicking the "I Agree" button or typing your name in the electronic signature field after reviewing the Agreement. Either action constitutes your electronic signature, which has the same legal effect as if you had signed a paper agreement by hand. By electronically signing, you acknowledge and agree to be legally bound by the terms and conditions of this Agreement.

You are responsible for carefully reviewing and understanding all terms of this Agreement. Electronic notice, including the posting of modifications to the Agreement on the Wavvest Platform, constitutes valid and sufficient notice under applicable laws, rules, and regulations.

An electronically stored copy of this Agreement will be considered the true, complete, valid, authentic, and enforceable record of the Agreement and is admissible in judicial or administrative proceedings to the same extent as if it were originally generated in printed form. By signing electronically, you waive any right to contest the admissibility or enforceability of Wavvest's electronically stored copy of this Agreement.

If more than one individual electronically signs this Agreement, all parties acknowledge that their obligations under the Agreement are joint and several.

By clicking "I Agree," you confirm that:

- 1. You understand that clicking "I Agree" is the legal equivalent of manually signing this Agreement and that you have read, understood, and agree to its terms and conditions.
- 2. You have received and reviewed Wavvest's Brochure, Relationship Summary, and Privacy Policy.
- 3. You agree to arbitrate any controversies under this Agreement, as described in the Arbitration Agreement.
- 4. You have reviewed the Portfolio Plan associated with your account and agree to its contents, which are incorporated herein by reference.