

INVESTORE ACCOUNT AGREEMENT

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ACCOUNT AGREEMENT

The terms and conditions of this Account Agreement (“Agreement”) will control the investment account you are opening with Investore, Inc. (“Investore”) and any other account you open with us in the future.

1. INTRODUCTION

Investore will act as your investment adviser, ViewTrade Securities, Inc. will act as the broker that execute the trades, and Apex Clearing Corporation will carry the Account.

By selecting “I agree,” you hereby agree to be bound to the terms and conditions of this Agreement, as amended from time to time. This Agreement also includes applicable disclosure documents related to your Account, together with any additions, amendments, or supplements to such documents. There may be additional terms, account disclosures, or agreements, which may be applicable to a particular feature, program, account, or service related to your Account.

In addition, by using our website, you also agree to any other online agreements that we post on our website, including any changes we make to these agreements. You agree that these agreements are the legal equivalent of signed, written contracts and are equally binding. By using our website, you agree to any changes we make therein.

When you open an Account with us, you agree:

- to provide truthful and accurate information, and to keep it current;
- to allow us to verify information You provide in Your account application;
- to settle all transactions in U.S. dollars drawn on a U.S. financial institution; and
- to pay our fees and to pay any amount owed on Your Account.

If we approve your account application, we will open an account for you.

Your Account will consist of a portfolio of exchange traded funds (“ETFs”) recommended to You based upon information gathered from Investore's suitability questionnaire. Portfolios will be created by Investore or a third-party as selected by You. You do not have to select the recommended portfolios and may choose another portfolio available within the Program.

It is Investore's obligations to disclose conflicts of interest and to act in your best interest. Please consult Investore's Form ADV for more information on any conflict of interest and how Investore addresses best execution. Our Form ADV Part 1 and Part 2A is publically available on our Website and at <https://adviserinfo.sec.gov/>. Our Form ADV Part 2B may be requested and made available by the Adviser.

2. HEADINGS AND DEFINED TERMS

All headings in this Agreement and other Account documents are for descriptive purposes only and may not be deemed to modify or qualify any of the rights or obligations set forth in each such document.

Defined terms shall have their assigned meanings wherever used in this Agreement or any of the agreements governing Your participation in the Program, regardless of whether defined in this Agreement or used in the singular or the plural. Unless expressly provided otherwise, the word "including" shall be construed as introducing examples of a category without limiting such category and shall therefore be construed as if the word "including" were replaced with the phrase "including but not limited to" or "including without limitation."

3. DEFINITIONS

"**You,**" "**Yours,**" and "**the Undersigned**" refer to the customer, which includes individuals, trusts, corporations, partnerships, investment clubs, and other entities.

"**We,**" "**Our,**" "**Ours**" and "**Us**" refer to Investore.

"**Authorized Person**" means another person, if any, whom You authorize to take action on an account with us, including to establish an account for You and to sign and deliver all required documents on Your behalf, including any orders that You have.

"**Adviser**" and "**Advisers**" mean a financial adviser or registered representative, if any, with whom You have a separate agreement to manage and control Your financial assets.

"**Agreement**" refers to this Agreement, together with any supplemental agreements.

"**Account**" and "**Accounts**" mean collectively or individually any account You have with us, including any and all funds, money, Securities and/or Other Property that You have with us pursuant to this Agreement at any time.

"**Arbitrator**" is selected from and administered by the New York, New York office of Judicial Arbitration Mediation Services, Inc. ("JAMS"), in accordance with its then-existing Comprehensive Arbitration Rules & Procedures.

"**Broker and/or Custody Agreement**" pertains to the brokerage services provided by ViewTrade to effect brokerage transactions in Your Investore Account and/or the custody services by Apex. Under the Brokerage and/or Custody Agreement, and subject to their terms and conditions, Investore, along with ViewTrade and Custodian, are generally responsible for: (i) maintaining and recording transactions in cash and securities (including fractional shares) in Your Investore Account; (ii) sending orders placed by Investore for execution, clearance, and settlement; and (iii) providing You with statements, confirmations, other required documentation, and other information about Your Investore Account and transactions therein.

"**Business Day**" means Monday through Friday, excluding New York Stock Exchange holidays. "**Bank Business Day**" means Monday through Friday, excluding Federal holidays.

"**Broker,**" is the executing broker, currently ViewTrade Securities Inc.

"**Custodian,**" is the custodian that will carry the Account, currently Apex Clearing Corporation, also referred to herein as "Apex."

“Platform” refers to the automated platform through which users access Investore’s program advisory services. Investore clients have a limited, nontransferable, and nonexclusive license to use the Platform.

“Privacy Policy” refers to Investore’s privacy policy, found at the [Privacy Policy page](#).

“Program” means the investment advisory services that Investore provides.

“Securities and/or Other Property” means, but is not limited to, money, securities, and financial instruments of every kind and nature, and related contracts and options, distributions, proceeds, products, and accessions of all property.

“Terms of Use” refers to Investore’s terms of use, found at the [Terms of Use page](#).

Any references to **“signing”** or **“typing”** Your name to this Agreement include selecting “I Agree” during the account opening process.

“Website” refers to Investore’s website, found at investore.io.

4. LEGAL CAPACITY

As the Undersigned of this Agreement, You represent that You are at least 18 years of age and have the full power, authority, and capacity to execute, deliver, and perform this Agreement.

5. CLIENT INFORMATION

For purposes of this Agreement, “Client Information” means all information, including personally identifiable information, about You, which may include, among other things, information about Your identity, liquidity needs, age, email address, physical address, location, nationality, citizenship, tax residency, financial situation, or other information which You supply through the Platform.

You acknowledge and agree that Investore relies on the Client Information You provide through the Platform to provide the advisory services under the Program, including the Platform’s recommendation of any suggested portfolio. You further acknowledge and agree that Investore shares some or all of the Client Information with ViewTrade and Apex and that, subject to the terms and conditions of the agreements with ViewTrade and Apex, the Custodian and Broker relies on such Client Information to perform certain compliance functions including verifying Your identity for customer identification and anti-money laundering purposes, and confirming that Investore is permitted to provide You with services under applicable United States economic sanctions against various countries, individuals, and organizations. You represent and warrant to Investore that all Client Information You supply is true, accurate, complete, and current. Without limiting the generality of the preceding sentence, You represent and warrant that You are neither insolvent nor have You been found by a court or regulatory body to be bankrupt or insolvent through a judicial or regulatory proceeding. You agree to update any Client Information You provided Investore that is no longer accurate promptly using the Platform.

6. ACCOUNT TYPES

A. INDIVIDUAL ACCOUNTS

Investore offers only individual Accounts.

B. ABANDONED OR UNCLAIMED ACCOUNTS

We may impose fees on Accounts that are considered unclaimed OR abandoned as permitted by applicable state or national laws. Accounts presumed to be abandoned or unclaimed will be escheated or delivered to the country listed as Your address of record for Your Account in accordance with applicable law. For more information about the treatment of unclaimed property in Your state/country and the escheatment process, You should contact the appropriate government agency of the state/country in which You reside.

7. NON-EXCLUSIVE MANAGEMENT

It is understood that Investore performs investment advisory services for other clients. You agree that Investore may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to your Account. Investore's officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts or for the accounts of other clients, as Investore recommends for your Account.

8. PROGRAM ADVISORY SERVICES

The investment advisory services of Investore are provided to You through an automated platform to meet Your personal needs. You have the opportunity to choose from a series of investment strategies that are chosen by investment experts (including Investore) to fit Your investment needs. Experts will only recommend portfolios and investment strategies consisting of ETFs.

The following are descriptions of the primary advisory services of Investore:

- Investore applies investment validation methodology so that the investor can be connected with the best investment experts suited for them.
- Investore qualifies investment experts by reviewing their background and personal experience, communicating by telephone and/or electronic communication, confirming data, and requiring that they have the requisite financial expertise certification.
- Investors may access an expert's model portfolio through the Platform. The Investore Platform will provide details about the historical annual return and investment objectives.
- You may choose a portfolio according to the return and the individuals risk preference. The money will be invested in ETFs accordingly.
- Investore will only recommend portfolios consisting of ETFs.

- Experts on the Investore Platform will be compensated by Investore. Investore will consider the generated return of the expert portfolio and the number of client followers the expert has following their model portfolio.

A. FEES

Investore will provide investment advisory services to You for a flat non-negotiable subscription fee based on the total dollar amount of Your Account charged monthly (“Subscription Fee”). Upon the opening of Your Account, you will be charged \$2.49. Subsequently, the Subscription Fee will be based on the monthly average of Your Account through the billing period. The Subscription fee for Accounts with less than \$2,000 will be \$2.49 per month, Accounts between \$2,001 and \$5,000 will be charged \$4.99 per month and Accounts over \$5,000 will be charged \$7.49 per month.

The Subscription Fee, and additional fee, are inclusive of certain charges imposed by custodians, brokers and other third parties. These include transfer fees, administrative fees, broker fees and other fees and taxes on brokerage accounts and securities transactions.

Investore will charge withdrawal fees that vary depending on the geographical location of the receiving bank. These withdrawal fees will be deducted from the funds being disbursed. For specifics regarding the withdrawal fees, please consult the Website.

The issuer of some of the securities or products purchased for You, such as ETFs or other similar financial products, may charge product fees that affect You. Investore does not charge these fees to You and does not benefit directly or indirectly from any such fees. An ETF typically includes embedded expenses that may reduce the fund’s net asset value, and therefore directly affect the fund’s performance and indirectly affect Your portfolio performance or an index benchmark comparison. You should review all fees charged to understand the total amount of fees You will pay. You may review all fees for which You are independently responsible on the Platform.

Investore reserves the right to waive the Subscription Fee, any additional fee or any part thereof for any period for You in Investore’s sole discretion. Any waiver or promotional campaign by Investore shall be communicated via the Platform.

The fees charged to You will be deducted from Your provided credit or debit card on a monthly basis. Investore’s payment processor will be responsible for storing Your payment information. Investore will not store or process any of Your payment information.

9. OWNERSHIP, AUTHORITY & AGENCY

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Accordingly, when You open an account with Us, We will ask for Your name, address, date of birth, taxpayer identification number, and other information that will also allow Us to identify You. We may also ask to see a copy of Your driver’s license or other identifying documents.

By accepting this Agreement, You certify that information You have provided to Us is accurate and complete, and that You have truthfully and fully completed all the items in opening an account and using our services. You also certify that: (a) You are, and any Authorized Person is, of legal age to enter into contracts in the country where You live using a valid form of photo identification; (b) no one has any interest in the Account unless such interest is shown in the title of the Account; (c) You are opening an account for investment purposes and not to disable or disrupt our operations, or to engage in any abusive, improper, or illegal activity, and You agree not to take or engage in any such actions; (d) You are not employed by a broker-dealer or other employer whose consent is required to open and maintain this Account by regulation or otherwise, unless such consent has been provided to Us; (e) You are not a director, 10% beneficial owner, policy making officer, or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company, unless You have so indicated to Us, and (f) You are not insolvent. You will immediately notify Us in writing of any changes to these representations at info@investiore.io.

We shall have the right, at Our sole discretion, but not the obligation, to advocate judicially or administratively on Your behalf where We suspect financial exploitation, dementia, or undue influence in the course of a transaction. Pending any judicial or administrative remedies, We shall have, at Our sole discretion, the authority to pause or reject instructions for any such proposed transaction.

You appoint Us as Your agent for the purpose of carrying out Your instructions, including those relating to the purchase or sale of securities. You assume all investment risk with respect to such transactions. All transactions will be executed only on Your order or the order of Your Authorized Person(s), except as provided by this Agreement or otherwise agreed to. As Your agent, We are authorized to establish relationships with clearing brokers and to appoint and use sub-agents. You authorize Us and Our sub-agents to, among other things, maintain customer records; hold securities in bearer, registered, or book entry form; place and withdraw orders; and take other reasonable steps in connection with Our duties. We may, in Our sole discretion, and without prior notice to You, refuse or restrict Your orders.

The Custodian, carries Your Account as the clearing firm pursuant to the Custody Agreement with Us. We do not act as the custodian or executing broker, and You will in no way hold Us, or any officer, director, or agent of Ours liable for any trading losses or other losses You incur. Until We receive a written notice from You to the contrary, the Broker or Custodian may accept from Us any instructions concerning Your Account, without inquiry or investigation, including orders to purchase or sell Securities and/or Other Property. For the avoidance of doubt, Our services are non-discretionary and we only send instructions to the Broker and/or Custodian upon Your instruction.

There is no minimum balance for opening an Account in the Program for Individual Accounts. Investore reserves the right to change such minimum opening balance requirement in its sole discretion with notice via email to You. Investore will review Investore Accounts in the Program periodically to identify any Investore Accounts with a balance insufficient to cover monthly fees. In the event that Investore finds that Your Account has insufficient funds to cover such fees, We will notify You via email.

10. BROKERAGE AND CUSTODY

Your participation in the Program requires that You enter into both the Broker and Custody Agreement with the Broker and Custodian.

By entering into this Agreement, You authorize and instruct Investore to place, and the Custodian to execute, orders to buy and sell securities on Your behalf and at Your direction. You acknowledge and agree that orders for purchases or sales in Your Investore Account may be combined with orders for purchases or sales of securities in other accounts under the Program and/or with purchases or sales of securities by Investore into larger orders for aggregate transactions for each applicable security in the Investore Account. You agree that Investore will introduce orders to the Custodian for clearance and settlement.

You are under no obligation to act on the investment recommendations of the experts of Investore. As stated in the Investore Terms of Use, You will open an account with the Custodian when You open an Investore Account. Investore will assist You in the process of opening that account. You acknowledge receipt of the [Terms of Use](#), which apply to the Platform and Your use of the services offered through the Program contemplated hereunder and agree to adhere to the Terms of Use throughout Your participation in the Program.

11. WIRE AND ELECTRONIC TRANSFERS, DEPOSITS & WITHDRAWALS, NOTICE, FEES & TERMINATION

A. WIRE AND AUTOMATED CLEARINGHOUSE TRANSFERS

You may be a party to an Automated Clearing House (“ACH”) entry or a wire transfer that may be credited or debited against Your Account. All electronic funds transfers will be governed by the policies of ViewTrade and Apex.

Any credit resulting from an ACH credit or other wire transfer is provisional until We receive final payment. We reserve the right to delay or prevent withdrawal of funds pending verification of final payment. If final payment is not received, or if Your Account was credited by mistake, You agree that We may reverse the credit to Your Account or that You will otherwise reimburse Us if funds in Your Account are not sufficient. In the event that the payment does not become final, the originator will not be deemed to have paid You the amount of the credit.

B. DEPOSITS AND WITHDRAWALS; REBALANCING

At any time, You may enter instructions with Investore to make cash deposits to or withdrawals from the Account by taking appropriate action within the interface. You understand and agree that the deposit and withdrawal of funds to or from the Account will be conducted in cash via ACH transactions. You understand and agree that ACH transactions are subject to processing delays which may last up to five Business Days or longer, and funds transferred may not be credited to the Account, or otherwise available to You, during processing. You agree that, notwithstanding anything to the contrary in this Agreement, neither Investore nor any of its Indemnified Persons, as defined in Section 21, nor the Custodian, shall be liable for ACH transfer processing delays, any act or omission of,

including, without limitation, any overdraft or other fee charged by any financial institution, or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from an ACH transfer associated with a deposit is provisional until Investore receives payment.

Investore, in its sole discretion, may impose a longer waiting period during which funds may not be available for trading or withdrawal. Investore may, in its sole discretion, permit the transfer of funds into or out of the Account in other forms or via alternative means. Investore reserves the right, at its sole discretion, and without advance notice to You, to refuse certain types of additions of funds to the Account. Investore reserves the right to require that You make requests for withdrawals from the Account in writing to info@investore.io. You may alternatively request transfer of funds to a different Investore Account, or to a broker-dealer other than the Broker, by submitting a request to Investore in a form determined by Investore. Certain assets held in the Account may not be accepted by another broker-dealer. Investore may determine, in its sole discretion, to cancel this Agreement as a result of a request to transfer assets to another Adviser or broker-dealer.

You understand that any deposits to or withdrawals from the Account may trigger buy, sell, or rebalancing transactions, as well as impact the performance of the Account. In establishing Your Account, You will have directed an allocation of securities in Your Account, which You may change from time to time. Investore's will rebalance accounts at the beginning of each trimester. Investore will automatically reinvest any dividends. Additionally, the model portfolio will be rebalanced on an ongoing basis, as determined by Investore's proprietary model. If the holdings of a Your Account significantly deviate from the existing or newly selected target asset allocation, Investore will initiate a rebalancing to bring the holdings within an acceptable range of the target asset allocation. The rebalancing process is not limited to the number or frequency of rebalances and is driven by the composition of Investore's decisions on the composition and holdings in model portfolios.

You also understand and agree that withdrawals from the Account may have adverse tax consequences and may prevent You from meeting Your investment objectives.

Subject to the terms of this Agreement, You may withdraw an amount up to the current market value of the Account, less fees that are due Investore. In making such request, Investore and its bank service provider may act on Your behalf to initiate the ACH disbursement. On receipt of an ACH disbursement request, Investore will transmit payment instructions to the applicable bank. It is Your responsibility to ensure that instructions are accurate before requesting that Investore initiate an ACH disbursement. Investore may, in its sole discretion, attempt to abide by a subsequent request for a change in instructions, but it is not obligated to do so. You agree to indemnify and hold Investore harmless from any losses arising out of, or relating to, an attempt to amend or cancel an ACH transfer request. You understand that any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer may result in such ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to You and You agree to indemnify and hold Investore harmless from any losses arising out of or relating to any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer.

i. PARTIAL SHARES

You generally cannot transfer any partial (or fractional) share amount out of Your Account. If You want to transfer the securities in Your Account to another financial services firm, and the receiving firm does not accept partial shares, We will transfer Your whole shares. Partial shares will be sold in the next window after We receive Your complete transfer instructions. The money from these partial share sales will be deposited in Your Account and transferred according to the transfer instructions

C. NOTICE; UNAUTHORIZED TRANSFERS

You will be notified of the receipt of any ACH entry or wire transfer in Your Account statement. You agree to comply with all relevant legal requirements and only to effect transactions through Us that are legally permissible.

If You believe that an unauthorized transfer has occurred in Your Account, email Us at info@investiore.io.

D. ACCOUNT NUMBERS

You agree that payment for ACH or wire credit transfers may be made solely by reference to the account number of the recipient. We are not obligated to determine whether a discrepancy exists between the name and the account number shown on the transfer information.

E. TERMINATION

You may close Your Account at any time by providing written email notice to Us at info@investore.io. This Agreement remains in effect with respect to the Account You are closing until We receive Your written notice of termination, and requested the complete withdraw of your money, and We acknowledge the cancellation of Your Account in writing, after which time You will not be bound for additional transactions made for the Account. However, You will remain responsible for all prior transactions, and for all transaction costs, including commissions, and related costs. We have the right to close Your Account at any time with 1 day notice to You via email.

12. NON-DISCRETIONARY INVESTMENT ACCOUNT

You understand and acknowledge that Our experts provide investment recommendations in connection with Your Account. Our Platform offers suggestions with respect to the suitability, profitability, or appropriateness for Your investment strategy. However, You understand that Your Account is non-discretionary and acknowledge that You are ultimately responsible for determining whether a security transaction or strategy is suitable for You. All transactions will be done only on Your order or the order of Your Authorized Person(s), except as otherwise provided in this Agreement.

By making information available to You on Our Website, including model portfolios, We may be recommending You to invest in any particular security, investment, or financial product, or to use any investment strategy. Although information on Our Website is personalized to

fit Your needs and is tailored to reflect Your investment objectives, the securities or investment strategies discussed on Our Website might not be suitable for You.

Risk is inherent in all investments, and You are responsible for determining whether You are able to assume the risks associated with Your investments. Our algorithm evaluates Your tolerance for risk and determines whether the tools We provide may result in suitable, or profitable, investments for You. However, You ultimately assess Your own tolerance for risk.

We utilize a third-party tool to assess the risk tolerance and suitability of each client in order to know which portfolio(s) fit the investment profile of the client. We publish the risk level of each portfolio.

A. RISKS OF ONLINE INVESTING

While it is Our intention that Our Website will be available seven days a week except when maintenance is scheduled (typically reserved for weekends), You understand that we do not guarantee that You will always be able to access Our Website to place orders, or that Your orders will always be executed. Computer problems can arise on Your end, our end, or anywhere in between: Your computer may break down; the connection between Your computer and Your Internet service provider may not work properly; Your Internet service provider may go down; or Our computers and the computers We link to may be unavailable due to unforeseen system outages.

While We have put resources into building and testing Our computer systems, computer glitches, slowdowns, and crashes will occur. We will also need to restrict access to some parts of Our Website or Our entire Website to perform routine maintenance. We will endeavor to schedule any maintenance of the website during off peak hours, typically during the night.

When trading volumes soar on stock markets and many investors want to buy or sell at the same time, orders cannot be filled as quickly. You agree that We are not responsible for any losses or liabilities that may occur as a result of high trading volume, market volatility, or computer, telecommunications, or Internet failures, regardless of the cause.

No content, information or material available through the Website is to be relied upon for the purpose of making or communicating investment or other decisions. We do not advise on the tax consequences of any investment. To the extent that past performance is available through the Website, past performance is not indicative of future results, and no representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided. You should consult with Your own investment, tax and legal advisors.

Please remember that different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment or investment strategy (including those undertaken or recommended by Us), will be profitable or equal any historical performance level(s). In making an investment decision, You must rely on Your own examination of the investment and the terms of the offering. Your use of the Website, Our services, and content is at Your own direction and Your own risk.

B. RISKS OF INVESTING IN ETFS

The following risks are not inclusive and should be carefully considered by You. You acknowledge, understand and agree that:

- Investing in securities involves risk of loss, potentially significant, that You should understand and be prepared to bear.
- Investore does not guarantee any level of performance of any investments in Your Investore Account(s) or that You will avoid financial loss. The value of Your Investore Account(s) and the securities held in such Account(s) will fluctuate due to a variety of reasons, including but not limited to market conditions, market sentiment, legislative or regulatory changes, inflation, interest rates, and other factors. The Investore Account(s) may suffer loss of principal, and income, if any, may fluctuate.
- ETF performance may not exactly match the performance of the index or benchmark the ETF is designed to track for a variety of reasons, including ETF expenses and costs not incurred by the relevant index or benchmark, the availability of certain securities comprising the relevant index or benchmark, and supply and demand of the ETF and/or securities held by the ETF.

C. MARKET QUOTES, MARKET ORDERS AND MARKET VOLATILITY

We will make reasonable efforts to have accurate market quotes and information available during market hours. However, You understand that We cannot and do not guarantee the accuracy or availability of such market quotes and information. Accordingly, You agree that Our sole liability for claims arising out of the interruption, accuracy or delay of market quotes and information shall be to use Our best efforts to resume the quote service as promptly as reasonably practicable.

You understand that there may be a lag in the price displayed on Your screen, and that You will receive the price at which Your order is executed in the marketplace. Particularly during periods of high volume, illiquidity, fast movement, or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and You may receive partial executions of an order at different prices. You understand that Investore is not liable for any such price fluctuations. You also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

Volatility and liquidity conditions for a security may prevent You from selling such security at all or at a favorable time or price and/or You may be forced to sell at a significant discount to market value. In addition, ETFs may be adversely affected by volatility and liquidity conditions as they manage their holdings.

13. NOT FDIC INSURED/ SIPC ACCOUNT INSURANCE

Securities and Other Property held in Your Account are not deposit obligations, and are not guaranteed by any bank. Such securities and Other Property are not insured by the Federal Deposit Insurance Corporation (“FDIC”), and are subject to investment risks, including possible loss of the principal amount invested.

The Broker and Custodian are members of the Securities Investor Protection Corporation ("SIPC"). SIPC protects client accounts against the loss of their securities in the event of the member's insolvency and liquidation by replacing missing securities and cash up to a maximum of \$500,000 per client, including \$250,000 for claims for cash. SIPC does not protect You against losses from changes in the market values of Your investments. For more information on SIPC coverage, please see the explanatory brochure available at www.sipc.org, or contact SIPC at 202- 371-8300.

Money held at banks are NOT covered by SIPC, they are instead covered by FDIC insurance.

14. REPRESENTATION

You understand that Investore is licensed/registered with all of the appropriate regulatory jurisdictions that Investore believes it has a duty to be licensed/registered. It is understood and acknowledged by You that Investore is not engaged in the practice of law or accounting, and as such, will not render any legal, tax, or accounting advice hereunder, nor prepare any legal or accounting documents for the implementation of any of Your financial or investment plans.

Nothing in this Agreement or any other document received from Investore shall be construed as providing any legal, accounting, estate, actuary, or tax advice. You agree to review information available to You regarding the securities, as well as the brokerage statements, transaction confirmations and tax reporting forms provided by the ViewTrade or Apex for tax-related information. You must rely upon Your own representatives, including legal counsel and accountant, as to legal, tax, and related matters concerning any investments, any assets in the Investore Account, or any Investore Account transactions, and for preparation of any legal, accounting, or tax documents. You can access tax documents through the Platform when such documents are ready. You will also be able to download them from the Custodian's website in the event You do not have access to the Platform.

The taxation of securities transactions is extremely complex and no attempt is made herein to fully describe the various tax rules that apply to such transactions or to explain in complete detail the rules which are mentioned. However, some general points may be noted. Any sales, exchanges, or dispositions of securities may have U.S. federal, state, local, and non-U.S. income tax consequences for You and may result in You having to pay additional income taxes. An ETF may take many forms for U.S. federal income tax purposes, including a grantor trust, regulated investment company, or real estate investment trust, each of which has special tax considerations for U.S. taxable, tax-exempt and non-U.S. investors. Although not currently offered as an Investment on the Platform, an investment in a non-U.S. security, such a non-U.S. ETF, may have adverse tax consequences for certain U.S. clients. For example, a non-U.S. ETF may constitute a "passive foreign investment company" and there is no assurance that You would be able to make a "qualified electing fund" election. Non-U.S. clients may be subject to withholding tax on certain U.S.-source payments received with respect to securities held in their Account. You may have a variety of tax reporting obligations with respect to certain securities, including the filing of a FinCEN Form 114 and/or Internal Revenue Service Forms 8621, among other filing and reporting obligations. It is possible that in certain circumstances You may incur taxable income on Your investments without a cash distribution to pay the tax due. You should confer with Your personal tax advisor regarding the tax consequences of investing with Investore based on Your particular circumstances. You and Your tax advisors are responsible for how investments and the transactions in Your

Investore Account are reported to the Internal Revenue Service or any other taxing authority. Investore assumes no responsibility to You for the tax consequences of any transaction.

15. CLIENT RIGHTS AND OBLIGATIONS

You retain sole ownership of Your Account (i.e., the right to withdraw securities or cash, exercise or delegate proxy voting, proceed directly as a security holder against the issuer of any security in Your Account, and receive transaction confirmations), and You may make deposits and withdrawals at any time, subject to any maintenance requirements of Investore.

16. INFORMATION DISCLOSURE

You acknowledge that You have received a copy of the Investore Privacy Policy, which describes Our general policies regarding the use and sharing of information, and the personal information provided to Us in connection with the opening of an Account.

We may use and share information about You with third parties for marketing purposes as described in the Privacy Policy brochure. We may release Your name, address, and security positions to the companies that issued such securities, if requested by those companies.

You understand that if You are associated with another member or member organization, We may notify Your employer in writing of Your intention to open and/or maintain an account. We will electronically transmit duplicate copies of confirmations and statements or other similar information with respect to the Account, to Your employing member as required by regulation.

A. CONFIDENTIALITY, PRIVACY, AND TRUSTED CONTACT

The information You provide to Investore, including Your personal information, is subject to the terms of Investore's Privacy Policy. By entering into this Agreement, You acknowledge receipt of the Privacy Policy, which Investore may amend from time to time by posting new versions on the Website.

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

You expressly authorize Investore representatives or associated persons to contact You for purposes of evaluating the offering of the advisory services, the Program, and other products and services by calling, writing, or emailing at the telephone number(s), mailing address, and/or email address(es) You provide in connection with Your Individual Account, including any additional or updated telephone numbers, mailing addresses, or email addresses. The authorization in the preceding sentence will remain in effect unless and until You specifically revoke it by notifying Investore or associated persons with whom You are in contact.

Furthermore, You may appoint an adult at least 18 years of age as a Trusted Contact Person whom We may contact about Your Investore Account. We may disclose information about Your Investore Account to Your Trusted Contact Person in order to address possible wrongful or unauthorized use of Your assets or to confirm the specifics of Your contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney.

B. KEEP YOUR ACCOUNT INFORMATION SECURE

You understand that You are responsible for securing the confidentiality and use of Your username, password, and other methods of securing access to Your Account(s). You will be solely responsible for all transactions that are sent electronically using Your username, password, and other security measures. You should notify Us immediately if Your username or password is compromised or lost.

You understand that We use technology to protect and encrypt the transmission of information from and to You. You also understand that Our Investor Site uses HTTPS (connection security) with Secure Sockets Layer (SSL), which enables encrypted communication between a web browser and a web server.

While We have taken reasonable measures to keep Your information secure, We are not liable if Your data and communications are intercepted. Should someone intercept a transmission of Your information, You agree that You will not hold us or others who provide services through Our Website liable for any type of damages. This includes any liabilities or damages resulting from viruses that may infect Your or Our computer(s) or third-party Internet facilities.

C. ELECTRONIC COMMUNICATIONS & DELIVERY; RECORDING & MONITORING; STATEMENTS

Our opening and maintaining Your Account is conditioned on Your agreement to receive all notices, documents, and other information related to Your Account and investments electronically. This may be done through an online posting on Our Website, by email or other electronic media to which You hereby consent. Your consent to electronic delivery extends to all information required to be provided by Us, by the issuers of the securities in which You invest, and by other third parties. This means You will receive email or other notices that Your account statements, confirmations, tax documents (which may include Form 1099DIV—Dividends and Distributions, Form 1099INT—interest Income, and Form 1099MISC—Miscellaneous Income), prospectuses, annual reports, Our Privacy Policy, and all other information are available for viewing or printing from Our Website.

You agree to keep a working email address and other current contact information and will update Your Account information immediately if Your email address or other contact information changes. We will send communications to the email address We have on file for You. All communications We provide to You by email will be deemed personally delivered to You, whether You actually receive the communication or not and / or You do not actually access the information or documents on Our Website. This consent will be effective immediately, and will remain in effect unless revoked by Us or by You.

You may revoke this consent to electronic delivery at any time by providing written notice to Us. However, since We have priced Our services based on the considerable savings of electronic delivery, We reserve the right to terminate Your Account or, in certain instances, charge You an extra fee if You ask for paper documents. You acknowledge that You may incur costs (such as online service provider charges or printing costs) associated with the electronic delivery of information to You. To view PDF files, You will need to download the Adobe Acrobat Reader, which is provided for free.

You consent to Our recording Your telephone calls with Us and monitoring Your electronic communications with Us without further notice.

It is Your responsibility to review all account statements and trade confirmation delivered to You. We will conclude that all information is correct unless You contact Us within ten (10) calendar days of receiving notice that the account statement or trade confirmation is available. Failure to notify Us shall prevent You from later asserting that such transactions were unauthorized.

If, for any reason, You do not periodically receive emails from Us notifying You of Your account statements or trade confirmation delivery, You agree to notify Us immediately so that We can determine the cause of the notification failure, and take appropriate steps to correct it.

You also agree to notify Us promptly, in writing, of any change in Your name, email address, physical address, or employment.

You acknowledge and agree that You are fully responsible for all acts and omissions relating to the use of the Platform, including the selection of investments and deposit and contributions to and withdrawals from Your Investore Account, by any person who uses Your user account and password(s), as described in the Terms of Use. You may not share Your password(s) with others, and You must notify Investore immediately if You know or suspect that the confidentiality of Your password(s) has been compromised. You are the only person who may use Your user account and password to access the Platform and Your Investore Account.

D. NO GUARANTEE ON ACCURACY OF THIRD PARTY INFORMATION

You understand that We are not responsible for the information We receive from third parties. While We use vendors We believe to be reliable, We have not verified and do not make any warranty for information provided by third parties. At various times, Our Website may contain links to other websites for the convenience of Our customers; however, We have no control over these other websites. Therefore, We do not approve or endorse these websites, and cannot guarantee the accuracy, reliability, or completeness of any material presented on the third party website, including any data, policies, activities, products, services offered, or other information.

17. LAWS AND REGULATIONS APPLY

All transactions executed through Us are subject to the constitution, rules, regulations, customs, and methods of doing business at the exchange, market, clearinghouse, or agency that processes transactions. Various Federal and state laws and regulations may apply to transactions in Your Account. These laws and regulations may place restrictions on Your ability to freely trade some securities if You own “restricted” or “control” securities, or if an insider trading policy applies to You. You agree to comply with all relevant legal requirements and only to effect transactions through Us that are legally permissible.

18. GOVERNING LAW

This Agreement shall be deemed to have been made in the State of New York and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of New York without regard to choice-of-law provisions. Nothing in this Agreement will be construed contrary to the Investment Advisers Act of 1940, as amended (the “Advisers Act”).

19. PRE-DISPUTE ARBITRATION AGREEMENT

This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the Parties agree as follows. “Party” or “Parties” means You and Investore.

- All of the 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 the claim is filed.
- Arbitration awards are generally final and binding; a Party’s ability to reverse or modify an arbitration award is very limited.
- The ability of the Parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award 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.
- The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration.
- In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

By consenting to this Agreement, You acknowledge that this Agreement contains a pre-dispute arbitration clause and that I have received, read and understood the terms thereof.

Without limiting the foregoing, if any portion of the Arbitration Agreement is invalidated, such invalidation shall not invalidate the remaining portions of the Arbitration Agreement.

20. PROXIES AND LEGAL PROCEEDINGS

Investore will not vote proxies on behalf of Your Account. You retain the right and obligation to vote any proxies relating to the securities held in Your Account. You will receive proxy materials directly from the securities issuer or their providers, and any proxy voting must be exercised by You directly.

Additionally, Investore will not be required to take any action or render any advice with respect to voting of proxies solicited by or with respect to the issuers of securities in which assets of the Investore Account may be invested from time to time. Further, Investore will not take any action or render any advice, or otherwise be responsible, with respect to any securities held in or formerly held in Your Account, which are named in or subject to legal proceedings, including bankruptcies or class action lawsuits.

21. LIMITATION OF LIABILITY AND INDEMNIFICATION

To the fullest extent allowed by applicable law, You agree and understand that Investore and the officers, directors, employees, representatives, successors, assigns, and authorized agents of Investore (collectively, the "Indemnified Persons") will not be liable for (i) any loss arising from any action taken or omitted in good faith by Investore with the degree of care, skill, prudence and diligence that a person acting in a fiduciary capacity would use under the circumstances; (ii) any loss arising from adhering to Your written or oral instructions; (iii) any act or failure to act by the Custodian of any assets in the Investore Account or any third party, or other vendors and contractors; (iv) any loss arising from any services provided to You prior to the execution of this Agreement by any person or entity who at the time of the provision of such services was not an Indemnified Person; (v) the loss or failure or delay in performance of any obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond Investore's reasonable control, including acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, telecommunications, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of civil or military authority, governmental, regulatory authority or securities exchanges actions, the inability to obtain labor, material, equipment, or transportation and a custodian refusing to act on Investore's instructions; or (vi) any loss that You may suffer for any reason whatsoever that is outside the Investore Account(s) or the relationship between the parties. Except where prohibited by applicable law, Investore and its Indemnified Persons will not be liable for any losses incurred or damages (including but not limited to lost opportunities and lost profits) relating to differences between projected or potential performance and actual results or any service provided by ViewTrade or Apex under the Agreement.

Without limiting any other indemnity provision of this Agreement, You shall, to the fullest extent allowed by applicable law, indemnify and hold harmless Investore and its Indemnified Persons from any and all obligations, claims, judgments, losses, damages, liabilities, costs, fees and expenses, including reasonable attorneys' fees, arising out of or relating to: (i) any breach of this Agreement by You, including Your failure to provide true, accurate, complete, and current information (including Client Information) or to update Client Information or any misrepresentation or omission made by You in this Agreement; (ii) any use of or access to the Platform and the advisory services provided hereunder, (iii) any direction, instruction or communication You provide with respect to this Agreement, Your

Investore Account (including deposits, withdrawals, or transfers of assets to or from such account) or the assets in Your Account or (iv) any claim brought against any Indemnified Person relating to services provided to You prior to the execution of this Agreement by any person who at the time of the provision of such services was not an Indemnified Person. This indemnification shall survive the termination of this Agreement, Your use of the Platform and the Investore Account(s).

Without limiting the generality of the foregoing, except where prohibited by applicable law, Investore and its Indemnified Persons will not be liable for any indirect, special, incidental, non-compensatory, punitive or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).

If the assets with respect to which Investore is providing advice under this Agreement are only a portion of Your total assets, Investore shall not be responsible for (a) any of Your assets that Investore is not managing under this Agreement; or (b) diversifying all of Your assets. In addition, Investore shall have no liability for Your failure to promptly inform Investore of changes in Your financial and/or economic situation, Your investment objectives, or any restrictions You wishes to impose that may affect the management of the assets in the Investore Account.

You agree to indemnify and hold Investore, ViewTrade, Apex and the other Indemnified Persons harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding Your Funding Account or in payment instructions for an ACH transfer to make deposits or withdrawals with respect to Your Investore Account or Funding Account. You agree that processing of ACH transfers for deposits or withdrawals may be delayed for five Business Days or longer. If You believe a transfer has not been properly credited to You, You agree to notify Investore promptly. You agree that money transferred via an ACH transfer may not be reflected in a deposit credited to Your Investore Account during periods of ACH processing delays. Without limiting any other rights of Investore, ViewTrade or Apex to delay a withdrawal or deny a request for a withdrawal, Investore, ViewTrade and Apex reserve the right to delay or prevent a withdrawal of the proceeds of any deposit pending verification of final payment.

Notwithstanding the foregoing, nothing contained in this section or elsewhere in this Agreement shall constitute a waiver by You of any legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

If Investore is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name You as debtor or otherwise, Investore shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that Investore may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to ViewTrade, Apex or such other party as may be appropriate. You hereby agree to hold harmless and indemnify Investore for any losses, expenses, and costs, including attorneys' fees, incurred as a result of responding to such legal process or forwarding such legal process to the appropriate entity.

If Investore receives written notice from a personal representative, executor or administrator purporting to represent Your estate, Investore shall be entitled to rely on all figures supplied

and representations made in such written notice if Investore is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

A. SECURITY INTEREST, INDEBTEDNESS, & LIQUIDATION

The Securities and/or Other Property that We currently hold, hold in the future, carry, or maintain for You shall be subject to a lien, a continuing and perfected security interest, and a right of set-off for the discharge of any and all indebtedness, or any other obligation You may have to Us, and are to be held by Us as security for the payment of any liability or indebtedness of Yours to Us in any of Your Accounts held by Us. We will maintain a right to charge Your Account for commissions, account fees, and other fees that are normal and customary as part of this Agreement.

In connection with enforcing our lien, perfected security interest, or right of set-off, We may, at any time, and with notice to You via email, use, transfer, or liquidate any or all of Your Securities and/or Other Property in any of Your Accounts held by Us in order to satisfy a debt, or any other obligation You may have to Us in Your Accounts held by Us. Such use, liquidation, or transfer may occur without regard to whether We have made any advances in connection with such Securities and/or Other Property, and without regard to the number of Accounts You may have with Us. Included within Our right of enforcement, We shall have the sole discretion to determine which Securities and/or Other Property are to be sold, or which contracts are to be closed without regard to any tax or other consequences You may face as a result of such actions. In the event of a breach or default by You under this Agreement, We maintain all of the rights and remedies available to a secured creditor under all applicable laws, in addition to the rights and remedies provided in this Agreement. You agree to indemnify and hold Us harmless from and against any losses or expenses incurred in connection with such enforcement or any other remedies available to Us, including reasonable costs of collection.

You further agree that if You (i) default on any of Your obligations under this Agreement; (ii) become bankrupt, insolvent, or subject to a similar condition, or subject to any bankruptcy, reorganization, insolvency, or other similar proceeding; or (iii) We, at Our sole discretion, deem it advisable for Our protection, then We may, at any time with notice to You (a) cancel, terminate, accelerate, liquidate, and/or close out any or all agreements or transactions between Us and You, or otherwise relating to the Account, and calculate damages in a manner We deem appropriate; (b) pledge, transfer, or sell any assets in the Account, or any other account in which You have an interest, either individually or jointly with others; or (c) take any other action as We, in Our sole discretion, deem appropriate with respect to any of the foregoing, and apply the proceeds to the discharge of such obligation.

In pursuing the remedies available to Us, We may, without limiting Our rights under this section, offset amounts You owe Us against any amounts that We owe You. You will remain liable for any deficiency. You will pay the reasonable costs and expenses of collection of any debit balance, and any unpaid deficiency in any of Your Accounts, including, but not limited to, attorney fees incurred by Us.

You authorize Us and We have the right, at Our sole discretion, to require additional collateral at any time. If a petition in bankruptcy or appointment of a receiver is filed by or against You, or if an attachment is levied against any Account in which You have an interest, or in the event of Your death, We have the right, at Our sole discretion, to sell any or all assets

in Your Account, whether carried individually or jointly with others, to buy any and/or all assets which may be short, to cancel any open orders, and to close any or all outstanding contracts, all without notice of sale or purchase or other notice or advertisement. Any such sales or purchases may be made at Our discretion on any exchange or other market, or at public auction or private sale, and We may be the purchaser(s) for Our own account. It is understood that a prior demand, call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of Our right to sell or buy without demand or notice as provided in this Agreement. After deducting all costs and expenses of the purchase, buy-in and/or sale and deliveries, including, but not limited to commissions and transfer and stamp taxes, We shall apply the residue of the proceeds to the payment of any and all of Your liabilities to Us. You will remain liable for any deficiency.

While We reserve the right to use, transfer, or liquidate Your Securities and/or Other Property without demand or prior notice, if demand is made upon You, You agree to satisfy any indebtedness, and pay any debit balance in any Account held by Us in which You have an interest. A finance charge may be charged on any debit balance in Your Account, together with any increases in rates caused by money market conditions, and with such other charges as We may impose to cover Our extra services.

No course of dealing between You and Us, nor any delay on Our part in exercising any of Our rights or remedies shall constitute a waiver thereof, and any such right or remedy may be exercised as often as We may determine.

22. ENTIRE AGREEMENT, AMENDMENTS, AND NOTICE

You acknowledge and agree that this Agreement, as it may be amended from time to time in accordance with its terms, constitutes the entire and final understanding with respect to the subject matter of the Agreement. You acknowledge and agree that this Agreement, and the terms and conditions contained herein, supersedes any prior Agreement or similar contracts You entered into with Investore.

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

You agree to check the Website for new versions of this Agreement. You agree that, by keeping Your Account or using the services provided in the Program without objecting after Investore posts a new version of the Agreement, You will agree to and accept all terms and conditions of this Agreement as so amended.

Any amendment or modification to this Agreement will be effective on the date determined in accordance with the terms and conditions discussed herein.

A. MODIFICATION OF AGREEMENT

We may unilaterally change the terms and conditions of this Agreement at any time upon providing notice to You.

B. SEVERABILITY

If any condition or provision of this Agreement or other agreement related to the Program and Your Investore Account shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability affects only that condition or provision. The validity of the remaining provisions and conditions will not be affected and this Agreement will be carried out as though such invalid or unenforceable condition or provision were not contained in this Agreement.

C. SURVIVABILITY

The provisions of this Agreement governing arbitration, choice of law, liability, indemnification, and confidentiality will survive the termination of this Agreement.

D. ASSIGNMENT

You may not assign your rights or obligations under this Agreement without the prior express written consent of Investore. Investore shall not assign (within the meaning of the Advisers Act) its rights or obligations under this Agreement without your consent, provided however that you will be deemed to have consented to an assignment if you do not object to such assignment within 30 calendar days of being notified through the Platform or by email of any intent of Investore to assign such rights or obligations. You further agree that any reorganization, restructuring, or other transaction affecting the ownership of Investore will not be deemed to be an assignment (within the meaning of the Advisers Act) of this Agreement, so long as such reorganization, restructuring, or transaction does not result in a change of actual control or management.

E. WAIVER

Unless specifically permitted in this Agreement, no provision of this Agreement can be, nor is deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by Us. Any waiver of such rights or remedies shall not be construed as a waiver of any other right or remedy. Any right or remedy may be exercised as often as We may determine in Our sole discretion, and a waiver granted on one occasion shall not be construed as applying to any other occasion.

Our failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on Our part to exercise any power or right given to Us in this Agreement, or a continued course of such conduct on Our part, will not, at any time, operate as a waiver.

23. FIDUCIARY STATUS

Fiduciary status under the Advisers Act is different from fiduciary status under other laws, including the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and/or the IRC. The fact that Investore may be acting as a fiduciary under the Advisers Act does not necessarily mean that it is a fiduciary under another law.

24. MISCELLANEOUS

You agree that, when You accept as described herein, this Agreement will have been duly authorized and will be binding. You acknowledge that You are solely responsible for carefully reviewing and understanding all terms and conditions of this Agreement.

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

Relationship of the Parties. You agree that We shall perform its duties under this Agreement as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Personnel employed or retained by Investore or its affiliates who perform duties related to this Agreement shall remain under the supervision, management, and control of Investore.

Force Majeure. Except for the payment of money as described in Section 8A (Fees) of this Agreement, neither Party shall be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such Party, including without limitation, fire, explosion, unavailability of utilities or raw materials, Internet delays and failures, telecommunications failures, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions.