

QUANTALYTICS INVESTMENT ADVISORS LLC

Account Management Agreement

This account management agreement (this "Agreement" or "Management Agreement") sets out the terms and conditions under which Quantalytics Investment Advisors, LLC ("Quantalytics," "we," or "us"), a registered investment adviser, will provide ongoing discretionary management services with respect to the assets in your Quantalytics investment account (the "Quantalytics Account"). This Agreement will become effective, and you will become our client ("Client," "you," "your" or similar terms), on the date you sign it. If your Quantalytics Account relates to the assets of your Traditional Individual Retirement Account or Roth Individual Retirement Account (each an "IRA"), "Client," "you" or "your" refers to both you, as the settlor of the IRA, and the IRA. You will sign this Agreement by checking and clicking the "I Agree" button or typing your name in the electronic signature field appearing after you have scrolled through this Agreement, either of which will constitute your electronic signature. Your electronic signature will be the same as if you signed a paper agreement by hand.

In order to have Quantalytics manage your Quantalytics Account on an ongoing basis, you will need to open a securities brokerage account and complete an account agreement with Apex Clearing Corporation ("Apex"), a broker-dealer registered with the Securities and Exchange Commission (the "SEC") and a member of the Financial Industry Regulatory Authority ("FINRA"), and be subject to the terms of the Apex's customer agreement (the "Apex Customer Account Agreement"). Apex will provide trade execution, custody, clearing, and settlement services, as well as recordkeeping and reporting services, to you. You can open your Quantalytics Account instantly on any mobile device by using our application, after you electronically sign this Agreement and the Apex Customer Account Agreement. If your Quantalytics Account relates to the assets of an IRA, participation in the Program (as defined below) requires that the IRA establish a custodial relationship with Apex and enter into an Apex Customer Account Agreement pursuant to which Apex will provide the foregoing services to the IRA.

You and we agree:

1. ACCOUNT MANAGEMENT SERVICES

The Client hereby appoints Quantalytics as its investment adviser and grants us limited power-of- attorney with discretionary trading authority to manage and trade the assets in your Quantalytics Account (the "Services"). We accept that appointment under the terms and conditions set forth in this Agreement.

Quantalytics will not provide investment advice other than the Services described in this Agreement. You acknowledge that: (i) Quantalytics will deliver the Services exclusively through the Quantalytics application on one or more mobile devices and/or tryq.ai_(the "Quantalytics Website") (collectively, including any updates and replacement or supplement to them, the "Quantalytics Apps"); (ii) Quantalytics will not provide Services in person, over the phone, or through any other medium, other than through the Quantalytics Apps (see information concerning the Quantalytics Apps on the Quantalytics Website); and (iii) you will not be entitled or able to hold securities in your Quantalytics Account other than the securities selected by Quantalytics . You may contact Quantalytics by phone or email during its business hours regarding technical questions about the Quantalytics Apps. However, to comply with our regulatory obligations, we will not elaborate or expand upon the investment advice provided through the Quantalytics Apps.

Through the Quantalytics Apps, you will provide us information about yourself (including your income, investment goals, time horizon and net assets), and, upon evaluating your information, Quantalytics will propose an investment strategy that fits your needs (your "Portfolio Plan"). You may choose the Portfolio Plan that the Company recommends for you or direct that your funds be invested in another Portfolio Plan or multiple Portfolio Plans. Once you choose your Portfolio Plan(s), you authorize us, without prior consultation, consent or approval, to give instructions to Apex to implement securities transactions for your Portfolio Plan(s). Our authority will include the ability to: (i) buy, sell and trade United States equity securities, including options and fractional

interests in securities; (ii) invest in and trade ETF's and inverse ETFs, including fractional interests in same; (iii) employ hedging strategies; (iv) periodically rebalance your portfolio; and (v) implement all of the above based on Quantalytics' systematic (algorithmic) portfolio model. From time to time, we will contact you through the Quantalytics Apps and ask you to confirm the continued accuracy of information in your application, including investment objectives and your financial situation. You agree to promptly inform us of any changes in your information.

If you have placed a security freeze on your personal information and credit, you consent to the temporary lifting of your security freeze for the purposes of opening your Quantalytics Account with Apex, and to the use of any credit reporting facility or agency report in connection with your Quantalytics Account. Credit will not be extended, as in the case of a margin account, unless Apex or an authorized person contacts you using the contact method provided within the Quantalytics Account application.

You also authorize us to deliver to Apex (or any other securities brokerage firm executing transactions on behalf of the Quantalytics Account) a copy of this Agreement as evidence of the authority of Quantalytics to act for and on behalf of your Quantalytics Account.

You acknowledge that Quantalytics does not provide: (i) comprehensive financial planning services, and its Services are not a complete investment program; (ii) tax, accounting or legal advice; and (iii) custody of your Quantalytics Account assets. You are encouraged to consider additional asset classes, strategies and investments to supplement your overall plan; and to consult with your tax advisor regarding any tax consequences related to your Portfolio Plan. Note Quantalytics does not design its investment portfolios to achieve tax efficiencies and trading activities may trigger the so-called wash-sale rule, which may prevent you from taking losses on trading activities. Moreover, neither Quantalytics, nor any of its affiliates, warrants, represents or otherwise guarantees that an IRA, or any other type of account subject to this Agreement is compliant with the Internal Revenue Code of 1986, as amended (the "Code") in form or function or that any deposits are compliant with the terms of such account or law. Furthermore, neither Quantalytics nor any of its affiliates are responsible for monitoring your IRA, or any other type of

account subject to this Agreement for compliance with the Code or determining your individual tax treatment regarding such account. You understand and agree that the responsibility for the establishment and maintenance of an IRA and such account's compliance with the requirements of the Code, and determining your individual tax treatment regarding such account remains exclusively your responsibility. In addition, you understand and agree that neither Quantalytics nor any of its affiliates are responsible for withholding any tax penalties that may apply to your IRA, or any other type of account subject to this Agreement or for any state or federal income tax withholding, except as may otherwise be required by applicable law. You understand and agree that you are solely responsible and liable for (i) maintaining and making contributions to, and requesting or taking required minimum distributions from, your IRA; and (ii) applying any and all limitations or restrictions applicable to contributions or deposits into, or transfers or withdrawals from, your IRA.

Quantalytics will be responsible for the review and evaluation of your current financial information that you provide to us and will make its Portfolio Plan recommendation based on that information. It is your responsibility to update your information promptly if your situation changes. You are solely responsible for evaluating the merits and risks associated with any investments and the Portfolio Plan recommended by Quantalytics.

2. ACCOUNT REQUIREMENTS

The minimum investment to create a Quantalytics Account is one hundred dollars (\$100). The Client retains sole ownership of the Quantalytics Account (i.e. the right to withdraw securities or cash and receive transactions confirmations). Quantalytics will not exercise voting authority over securities in your account. Apex will transfer any voting materials to you and you are solely responsible for voting your securities in your discretion.

You may make deposits to and withdrawals from your Quantalytics Account at any time through the Quantalytics App, subject to Quantalytics's right to terminate your account. Deposits must

be in cash. You may withdraw Quantalytics Account assets by providing ten (10) days prior written notice to Quantalytics. However, Quantalytics designs its investment strategies as long-term investments and the withdrawal of assets may impair the achievement of your investment objectives. Withdrawals and deposits may take ten (10) or more business days to process. Generally, initial purchases of securities for your account will be done on Monday through Thursday (excluding all bank recognized holidays), based on available funds for such days. Funds available for the first time on Friday will not be invested until the following week and will be incorporated in normal weekend rebalancing. In the event that your deposit has not been fully processed into your Quantalytics Account and Quantalytics receives a margin call based on such deposit (a "Margin Call") or you have a negative balance in your Quantalytics Account (a "Negative Balance"), you authorize us, without prior consent, to liquidate all or a portion of your Quantalytics Account in order to fund such Margin Call or to bring the Negative Balance to a positive balance. Because of the above mentioned timeframe to process deposits and withdrawals, we do not guarantee nor offer the ability to time market moves when investing and withdrawing funds. Please note that the pricing of securities you will realize on deposits and withdrawals may reflect pricing at a later date than you directed the deposit or withdrawal due to the above mentioned timeframes for processing. Further, when securities are withdrawn, you may be subject to transaction fees, and/or tax consequences.

If the Quantalytics Account relates to an IRA, all deposits, contributions and withdrawals are subject to restrictions imposed on the IRA under the Code. Your IRA is intended to constitute a qualified account for tax purposes. Accordingly, if you access the funds held in your IRA, you may trigger a taxable distribution with adverse tax consequences. Moreover, if you withdraw the funds in your IRA before the age of 59-1/2, you may incur penalties in addition to tax liabilities.

You confirm that all of the information you have provided through the Quantalytics App is true, accurate and complete in all respects. You agree to notify us promptly of any change in information that may be relevant to your financial circumstances. You understand that

Quantalytics will contact you at least annually via the Quantalytics Apps, email or through any other means deemed appropriate, to request that you review your Portfolio Plan to determine whether it should be modified. You agree to review your Portfolio Plan(s) for accuracy and provide material updates in a timely manner.

3. FUNDING THE ACCOUNT

You will be required to connect your Quantalytics Account to your bank or other account from which you intend to transfer moneys to fund the Quantalytics Account (the "Funding Account") in accordance with the instructions on the Quantalytics Apps. You acknowledge that your Quantalytics Account will not be connected to your Funding Account unless and until you receive a confirmation through the Quantalytics App indicating you have successfully connected the Quantalytics Account and Funding Account. You further agree that, if your Funding Account is closed or restricted after you connect it to the Quantalytics Account, you will have no right to make deposits to or withdrawals from your Quantalytics Account unless and until: (i) the Funding Account is reopened or unrestricted; or (ii) you successfully connect a different and adequately funded Funding Account to the Quantalytics Account. Notwithstanding the foregoing, if your Quantalytics Account relates to the assets of an IRA, the IRA must establish a custodial relationship with Apex and enter into an Apex Customer Account Agreement with Apex.

4. FEES & EXPENSES

Program Fee. Quantalytics offers the Services through its wrap-fee Program (the "Program"). Under the Program, you will pay a single asset-based fee for the combined investment advisory, brokerage, custodial, and other related services ("Wrap Program Fee"). The Wrap Program Fee does not include the other fees described below. All assets held in your Quantalytics Account, including the cash you invest, the value of the securities and appreciation thereon, and assets acquired through dividend reinvestments, are subject to the Wrap Program Fee. All fees are specified on the Fee Schedule attached hereto as Appendix B. The fees specified on the Fee Schedule are subject to change from time to time in Quantalytics' sole discretion (see Section

12). You will be notified, through the Quantalytics Apps of any changes in the fees on the Fee Schedule and you may determine to terminate your Quantalytics Account at any time.

The Wrap Program Fee is a monthly charge that varies based on the model portfolio program you are enrolled in, all as set forth on the Fee Schedule and in the Form ADV filed with the SEC. The Wrap Program fee will be prorated and charged monthly in advance. In the event this Agreement is terminated, the fee for the final billing period is prorated through the effective date of the termination and the outstanding portion of the fee is charged to the Client. In the event the model portfolio you use is changed due to a change in your financial situation or investment goals, the new fees applicable to the new model portfolio you have changed to will thereafter apply.

Other Fees. You understand that, in addition to equity securities of individual companies, Quantalytics will invest in shares of ETFs and inverse ETFs (or other securities used for hedging) for your Quantalytics Account in accordance with your Portfolio Plan. As a shareholder in these ETFs (and in any money market funds), you agree and understand that you will bear a share of the management and other expenses of such ETFs as disclosed in each ETF's prospectus, but will not receive a copy of such prospectus. These expenses are charged by the ETFs' managers and service providers in the normal course of business and are reflected in the share value of the ETFs. These expenses are separate and apart from your Wrap Program Fee. You will receive from us a notification when ETFs (or money market funds) are purchased for your Quantalytics Account.

Additionally, you may incur certain other charges imposed by third party financial institutions. These additional costs may include but are not limited to: wire transfer fees, paper statement fees, and bounced check fees, transfer taxes, wire transfer and electronic fund fees.

Performance-based Fees. Quantalytics does not charge any performance-based fees (that is, fees based upon a share of capital gains on or capital appreciation of the assets in a Quantalytics

Account).

Fee Payment By signing this Agreement, you authorize Quantalytics to deduct the Wrap Program Fee and any other applicable fees, directly from your Funding Account. It is your responsibility to verify the accuracy of the calculation of the Wrap Program Fee. In the event your Funding Account does not include a cash balance adequate to pay the Wrap Program Fee you authorize Quantalytics to liquidate all or a portion of your Quantalytics Account, without notice to you, to pay the Wrap Program Fee and any other fees due under this Agreement and/or terminate your access to our Services.

Each time you use our Services you reaffirm your agreement that the Custodian (defined below) may deduct the Wrap Program Fee from your Quantalytics Account.

Discretion. Quantalytics reserves the right to waive all or any portion of the Wrap Program Fee for any period for any Client or groups of Clients, at its sole discretion. Quantalytics has sole discretion in determining whether or not any Client or potential client may receive lower fees, and Quantalytics shall not be liable to you or any other party in connection with any such decision. If Quantalytics lowers any fees for any Client, it has no obligation to continue to do so, and may cancel such benefit at any time.

5. CUSTODY OF ASSETS AND ACCOUNT STATEMENTS

Apex, a "qualified custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the "Advisers Act"), will have possession and provide safekeeping of your assets in the Quantalytics Account. As noted above, Quantalytics will not act as the custodian for the assets in your Quantalytics Account, though understand that our right to deduct fees from your Quantalytics Account deems us to have limited "custody" of your assets. You will complete the necessary application materials to open an account with Apex after signing to this Agreement, including executing the Apex Customer Account Agreement. All Quantalytics Account transactions will be effected by a payment to, or delivery by, Apex of all cash and/or securities

due to or from the Quantalytics Account. Quantalytics is not permitted to instruct Apex to deliver funds or securities to ourselves, except for payment of our fees as explained above.

Apex will send you electronic notice of all confirmations of securities transactions and provide account statements on a periodic basis, identifying the amount of funds and of each security in the Quantalytics Account at the end of the period and setting forth all transactions during that period. You are responsible for reviewing the confirmations and statements provided and reporting any discrepancies in the information directly to Apex. You authorize us to instruct Apex to send us trade confirms and monthly statements showing all transactions occurring in your Quantalytics Account during the period covered. We will not be responsible for any loss incurred by reason of any act or omission by Apex, whether in its capacity as a custodian or a broker/dealer; provided, however, that we will make reasonable efforts to require that it perform its obligations with respect to the Quantalytics Account. All transactions concerning the Quantalytics Account shall be binding upon the Client at the Client's sole risk.

Your brokerage account is SIPC insured up to five hundred thousand dollars (\$500,000), including a maximum of two hundred fifty thousand dollars (\$250,000) for cash claims. All cash in any account is swept daily into Apex's Sweep Program, which is FDIC insured up to two hundred fifty thousand dollars (\$250,000). You can read more about how Apex Clearing protects your account [here](#).

6. BROKERAGE AND TRANSACTION EXECUTION

Upon the Client's execution of this Agreement, the Apex Customer Account Agreement and the custody and any other agreements with Apex, Apex shall act as the broker/dealer which will execute all orders on behalf of the Quantalytics Account. Quantalytics anticipates that Apex may (but is not obligated to) combine or "batch" account orders to obtain "best execution," to negotiate more favorable commission rates or to allocate equitably among the Quantalytics Clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, if utilized,

transactions will be averaged as to price and transaction costs, and will be allocated among the Quantalytics Accounts in proportion to the purchase and sale orders placed for each Quantalytics Account on any given day. If Apex cannot obtain execution of all the combined orders at prices or for transactions costs that Apex believes are desirable, Apex will allocate the securities Quantalytics does buy or sell as part of the combined orders by following Apex's order allocation policies and procedures.

To participate in the Quantalytics Program, you must direct all brokerage transactions for your Quantalytics Account to Apex. You cannot designate or select a different broker for trade execution. Quantalytics anticipates that Apex will provide "best execution" for the Client. However, in the event Quantalytics determines that Apex does not at any time provide "best execution" in its capacity as a broker/dealer, Quantalytics reserves the right to select a different broker/dealer which will provide "best execution" for its Clients. "Best execution" means the broker/dealer shall use reasonable diligence to ascertain the best market for the subject security and buy or sell in such market so that the resultant price to the Client is as favorable as possible under prevailing market conditions.

7. VOTING AND CORPORATE ACTIONS

Quantalytics does not exercise discretionary voting authority over Client securities. We will instruct Apex to forward all proxies and shareholder communications directly to you. You are solely responsible for exercising voting rights with respect to your securities and taking legal action available to the holder of the securities if required or permitted.

8. RECEIPT OF DISCLOSURES AND PRIVACY POLICY

You acknowledge that you have received a copy of Quantalytics': (i) [Program Brochure](#) and (ii) [Privacy Policy](#).

9. ACKNOWLEDGEMENTS, REPRESENTATIONS AND COVENANTS

You understand, agree and confirm to Quantalytics that:

Authority. You have the full legal power, authority and capacity to enter into this Agreement. This Agreement constitutes a legal, valid and binding obligation on you with respect to your Quantalytics Account.

The Program is appropriate. You have evaluated the Program and determined that it is appropriate for you, taking into account all relevant factors, including, your need for investment advice, the amount of trading you expect to make in the account compared to accounts where fees are transaction based, your risk tolerance and investment experience, your particular financial needs and circumstances, and the fees charged for the account versus other types of investment accounts. You understand that, depending on the circumstances, the brokerage and execution services offered through this Program may be available for less money (but without the ongoing advisory services) through a commission based brokerage account. You acknowledge that your Quantalytics Account is not intended solely as a cash management vehicle. You also acknowledge that the Program invests in a small number of securities, with significant risk associated with concentration and lack of diversification.

Investment Risks. You are aware of and willing to assume the risks involved with investing your Quantalytics Account in the Portfolio Plan. You understand that Quantalytics does not guarantee the future performance of your assets in the Quantalytics Account or any specific level of performance, the success of any investment recommendation or the success of our overall management of your Quantalytics Account. Our investment recommendations are subject to various market, currency, economic, political and business risks. Investment decisions will not always result in profitable outcomes. **You may experience losses, including potentially a complete loss of your investment.** You acknowledge that you have read the additional risk disclosures in Quantalytics' [Program Brochure](#).

Limitation of Liability. You understand that, except as otherwise provided by law, neither we nor any (a) of our officers, partners or directors (or persons performing similar functions); (b) of our

employees and representatives; or (c) persons directly or indirectly controlling us or controlled by us (as defined in the Advisers Act) (together, our "Affiliates"); or (e) any of our agents, including any service providers, (together with our Affiliates, the "Indemnified Persons") will be liable for (i) any obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys' fees, expenses and court costs ("Losses") paid, suffered, incurred or arising from the Services or any investment decision made or other action taken or not taken in good faith by us with the degree of care, skill, prudence and diligence that a person acting in a fiduciary capacity would use under the circumstances; (ii) any Losses arising from adhering to your instructions or if the financial information provided by you is inaccurate or incomplete ; or (iii) any act or failure to act by Apex or any other third party; or (iv) any failures arising out of the use of the Quantalytics Apps.

If the assets we are managing in your Quantalytics Account under this Agreement are only a portion of your total assets, we will not be responsible for (a) any of your assets that we are not managing under this Agreement; or (b) diversifying all of your assets.

Nothing in this Agreement will waive or limit any non-waivable rights that you may have under federal and state securities laws for the advisory services you receive under this Agreement.

Indemnification. You will defend, indemnify and hold all of the Indemnified Persons harmless from any and all Losses sustained by any Indemnified Party arising out of or in connection with any misrepresentations or omissions made by you in this Agreement, any inaccuracies in the information that you provide to us or any other Indemnified Party, or any instructions that you provide to us or any other Indemnified Party in connection with your Quantalytics Account.

Non-Exclusivity. You acknowledge that we may, and will, render investment advice to others. We and our Affiliates may take the same, similar, or different positions in specific investments for our other clients' and our own accounts, as we do for you. We have no obligation to purchase or sell, or to recommend for purchase or sale, any security which we or our Affiliates may purchase or

sell for our other clients' and our own accounts.

Fiduciary Status ERISA. Quantalytics does not act as a "fiduciary" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to either you or, if the Quantalytics Account relates to the assets of an IRA, your IRA.

10. Termination

You may terminate this Agreement at any time and the termination will be effective upon receipt of notification of the termination. You understand that Quantalytics may also elect to terminate your Quantalytics Account at any time, for any reason or no reason, in its sole discretion, upon notice to you. To the extent that the advisory relationship is terminated, you understand that all features and privileges associated with the Quantalytics Account will be cancelled and cease.

Termination of this Agreement will not affect (a) the validity of any action previously taken under this Agreement; (b) liabilities or obligations from transactions initiated before termination of this Agreement; or (c) your obligation to pay us fees that have already been earned under this Agreement. If you terminate this Agreement, you will promptly pay us any unpaid but earned Wrap Program Fee, as appropriate.

A Client's death, disability or incompetence will not automatically terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice. We will not be responsible for any transfers, payments or other transactions in the Quantalytics Account made at the direction of a former account holder or incapacitated account holder before we actually received and had a reasonable amount of time to act on such official written notice. Following receipt of an official written notice, we may require additional documents and reserve the right to retain the assets in and/or restrict transactions in the Quantalytics Account in our sole discretion. Any former account holder and the estate of any deceased or incapacitated account holder will remain jointly and severally liable for any losses in the Quantalytics Account arising

out of or relating to transactions initiated before we actually received and had a reasonable amount of time to act on such official written notice.

11. Legal Capacity/OFAC

If this Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform this Agreement in such a capacity. The Client represents that he or she is over eighteen (18) years of age and no person shall use or attempt to use the Services unless he or she is over eighteen (18) years-old. The Client represents and warrants that Client does not appear on the Office of Foreign Assets Control of the U.S. Department of the Treasury's ("OFAC") list of Specially Designated Nationals ("SDNs"), or other lists of prohibited or blocked persons maintained by OFAC or by Executive Order, as amended from time to time.

12. AMENDMENTS

Quantalytics may amend this Agreement (including fees on the Fee Schedule) at any time; provided, that we will give you thirty (30) calendar days' prior written notice (and noting you have the right to terminate at any time). You acknowledge that Quantalytics will generally not be required to obtain your consent for any amendments to this Agreement or changes to the Program.

13. NOTICES AND COMMUNICATIONS

Our opening and maintaining your Quantalytics Account is conditioned on your agreement to receive all notices, documents, and other information related to your account and investments electronically. You agree that when we send these email notices to you that they constitute delivery to you of the information or documents referred to in the email you provided, even if 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 you, as described in Section 18 below.

You agree to keep a working email address and will update your account information immediately if your email address or other contact information changes. If you do not maintain an email address that is working and accessible to us, and we believe we are required to provide you with paper notice or documents of particular matters or actions, and we do so, we may charge you the cost of such delivery. 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 from Adobe.

Any notice given to you in connection with this Agreement will be deemed delivered if personally delivered or sent by (i) U.S. mail, certified or registered, or overnight courier, postage prepaid with return receipt request, and addressed, if to you, at the address indicated in your Quantalytics Account information, or (ii) electronically to the address to which your Quantalytics Account communications are sent or (iii) posted to the Quantalytics Apps.

14. MISCELLANEOUS

Neither you nor Quantalytics may assign (within the meaning of the Advisers Act and the rules thereunder) this Agreement without the consent of the other party. This Agreement and the Quantalytics Apps' [Terms of Use](#) incorporated by reference, constitute the entire agreement between you and us.

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of this Agreement will be valid and binding and of full force and effect as though such provision was not included.

15. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of Delaware. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement will be brought and determined in the appropriate federal or state court in the State of New York and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement. No failure by us to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by you will be deemed to be a waiver of any subsequent breach.

16. EFFECTIVE DATE

This Account Management Agreement will be effective on your acceptance of its terms electronically by clicking the "I Agree" button.

17. ARBITRATION

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. BY ENTERING INTO THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED;
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT 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 EXCEPT IN VERY LIMITED CIRCUMSTANCES;
- THE PANEL OF ARBITRATORS WILL TYPICALLY 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; AND
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH OTHER DISCLOSURES IN THIS AGREEMENT.

ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN QUANTALYTICS AND THE CLIENT OR THEIR RESPECTIVE REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR ANY OTHER ACCOUNT RELATED CONTRACTS, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF QUANTALYTICS' BUSINESS OR THE CLIENT'S QUANTALYTICS ACCOUNT (COLLECTIVELY, "CLAIMS"), SHALL BE CONDUCTED SOLELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY. ANY SUCH ARBITRATION SHALL BE HELD IN THE CITY AND STATE WHERE QUANTALYTICS PRINCIPAL OFFICE IS LOCATED AT THE TIME SUCH ARBITRATION IS COMMENCED.

THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST QUANTALYTICS OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

THIS AGREEMENT TO ARBITRATE DOES NOT CONSTITUTE A WAIVER OF YOUR RIGHT TO SEEK A JUDICIAL FORUM WHERE SUCH WAIVER WOULD BE VOID UNDER APPLICABLE FEDERAL OR STATE SECURITIES LAWS.

18. ELECTRONIC DELIVERY OF DOCUMENTS

The Program is an electronically based service. By accepting this Agreement when you click "I Agree," we are obtaining your informed consent to electronic delivery of all notices and communications relating to your Quantalytics Account to an e-mail address that you provided. This includes all notices, disclosures, regulatory communications (including privacy notices) and other information, documents, data and records regarding your Quantalytics Account ("Account Communications").

You may revoke your consent to electronic delivery of Account Communications by providing notice in accordance with Section 13 of this Agreement, and such revocation will be effective upon successful completion of its processing by Quantalytics. You understand that if you revoke or restrict your consent to electronic delivery of Account Communications or request paper delivery, Quantalytics, at its discretion, may (i) terminate this agreement and/or close your Quantalytics Account or (ii) charge you for the cost of the delivery of Account Communications that would otherwise be delivered to you electronically. Neither your revocation of consent to electronic delivery, your request for paper delivery, nor Quantalytics' delivery of paper copies of Account Communications will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect. All e-mail notifications of Account Communications will be sent to your e-mail address of record. E-mails on rare occasions may fail to transmit properly. You acknowledge that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended

third parties. Due to security risks, you will not send any sensitive information, such as account numbers or passwords, in an unencrypted email.

You agree that, solely for your records, you can download and save or print the Account Communications you receive via electronic delivery.

This consent is effective upon the execution of this Agreement and will remain in effect unless and until you revoke your consent to electronic delivery. You understand that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and you may receive electronic notifications in the interim.

Potential costs associated with electronic delivery of Account Communications include charges from Internet access providers and telephone companies, and such charges are borne solely by you. Quantalytics does not charge additional online access fees for receiving electronic delivery of Account Communications. You understand that to receive electronic deliveries, you must have Internet access, a valid e-mail address with sufficient storage space, the ability to download documents as Quantalytics may specify and to which you have access and a printer or other device to download and print or save any information you may wish to retain.

You acknowledge that you have, and will continue to have and maintain, Internet access and a valid e-mail address with characteristics as described in this paragraph, and you are able to receive electronic deliveries as set forth herein. Quantalytics will notify you of any changes in the hardware and software requirements needed to access electronic records covered by this consent.

You hereby agree that you have carefully read the above information regarding informed consent and fully understand the implications thereof. You hereby agree to the conditions outlined above concerning electronic delivery of Account Communications. If your e-mail address changes, you agree to notify Quantalytics of your new e-mail address immediately in writing in accordance with the notice provisions of this Agreement.

19. ELECTRONIC SIGNATURES

Your intentional action in electronically signing this Agreement is valid evidence of your consent to be legally bound by this Agreement. The use of an electronic version of any documents fully satisfies any requirement that they be provided to you in writing.

You are solely responsible for reviewing and understanding all of the terms and conditions of these documents. You accept as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Agreement on the Quantalytics Apps. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form.

You agree to not contest the admissibility or enforceability of Quantalytics' electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of this Agreement. If more than one individual has electronically signed this Agreement, your obligations under this Agreement will be joint and several.

By clicking the "I Agree" button, you acknowledge that you (on your own behalf and any joint accountholder's behalf):

- i agree to arbitrate any controversies that may arise under this Agreement;**
- ii. have reviewed the Portfolio Plan relating to your Quantalytics Account and agree to, and accept, the contents of the Portfolio Plan and it is incorporated herein by reference;**
- iii. have read, understand and agree with all of the terms and conditions set forth in this Agreement;**

- iv. have (i) received and read Quantalytics' Program Brochure and Form CRS and (ii) received a copy of Quantalytics' Privacy Policy; and
- v. understand that clicking "I Agree" is the legal equivalent of manually signing this Agreement, and that you will be legally bound by its terms and conditions.

APPENDIX A: Wrap Fee Program

Quantalytics Investment Advisors, LLC provides advisory services through a wrap fee program. The wrap fee ranges between \$3 to \$30 per month depending on the advisory service chosen. For the initial phase of the product launch, users will be charged \$10 per month for one investment strategy. Users will be able to invest in multiple strategies at the same time as part of later product releases, users will be charged \$3 to \$5 for each additional strategy. Users will also be allowed to subscribe to a hedging program to hedge market risks associated with the S&P 500. The hedging program will be offered to users free of charge.

APPENDIX B: FEE SCHEDULE

Brokerage services provided by Apex. All SEC, Trading Activity (TAF), and other regulatory and exchange fees are automatically debited from your brokerage account at Apex. All processing and service fees are assessed by third parties and passed through to the customer’s account.

Operations		
<u>Transaction</u>	<u>Department</u>	<u>Apex Standard Price</u>
ACATS - Outgoing Non Retirement	ACAT	\$75.00
ACATS - Outgoing Partial	ACAT	\$75.00
ACATS - Outgoing Retirement	ACAT	\$75.00
Paper Confirm Fee (Retail Paper Only) (per confirm)	SC&P	\$2.00
Paper Statement Fee (Retail Paper Only) (per statement)	SC&P	\$5.00

Banking		
<u>Transaction</u>	<u>Department</u>	<u>Apex Standard Price</u>
ACH Notice of Change/Correction	Banking	\$5.00
Check Copies	Banking	\$15.00
Outgoing Wire Transfers (Domestic)	Banking	\$25.00
Outgoing Wire Transfers (Foreign)	Banking	\$50.00
Overnight Mail - Domestic (per request)	Banking	\$50.00
Overnight Mail - International/Canada (per request)	Banking	\$100.00
Paper Check Draft/regular mail - domestic	Banking	\$5.00
Paper Check Draft/regular mail - international	Banking	\$10.00
Returned ACH (per return)	Banking	\$30.00
Returned Checks/Wires and Recalls (including amendment repairs)	Banking	\$30.00
Stop Payments on Apex Issued Checks	Banking	\$30.00
Third Party Distribution Notification	Banking	\$2.00