

This Advisory Agreement (the “Advisory Agreement”), which is entered into by each natural person indicated in the title to the Advisory Account (as defined below) (“you” or the “Client”) and Xantos Labs, LLC (“Xantos Labs” or “we”), sets forth the terms and conditions under which Xantos Labs offers the program described in Section 1 below (the “Program”) and governs the advisory services that we provide you with respect to your participation in the Program. By clicking “I agree” or otherwise acknowledging your consent electronically, you agree to enter into and be bound by the terms and conditions of this Advisory Agreement.

You **MUST** read and consider this advisory agreement carefully and contact Xantos Labs to ask any questions you may have **before** entering into this advisory agreement. Pursuant to the electronic signature and delivery agreement (the e-Sign and e-Delivery agreement) that you previously executed, clicking that you agree has the same legal effect as signing a paper version of this advisory agreement. You acknowledge that this advisory agreement may be amended from time to time and clients will be notified by email address on file and amended agreements will be posted on Xantos Labs’s websites or mobile applications for the Program (collectively, the “site”). You agree to check your email and the site for new versions of this advisory agreement and other agreements relating to your participation in the Program. You agree that, by keeping your advisory account (as defined below) or using the services provided as part of the Program without objecting in writing after Xantos Labs posts a new version of an agreement on the site, you also agree to and accept all terms and conditions of any amended agreement, including any new or changed terms or conditions.

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five (5) business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

## 1. Scope of Services

**You understand we are in the business of managing money. If you want to use our services, you give us authority to do so.**

Xantos Labs offers clients with one or more account or accounts, already established or to be established in the name of the Client at a designated Custodian (hereinafter “Accounts”) for themselves and jointly with others, a technology platform (The Program) to link and actively manage their investments. The Program is designed to provide an easy way for individuals and businesses to regularly invest money and access Xantos Labs’s digital advisory services. Xantos Labs offers services to individuals, pension and profit-sharing plans, trusts, foundations, estates, charitable organizations, corporations and business entities. Through the Program, Xantos Labs interacts with and provides the Client with investment advice by actively making investment decisions on the Client’s behalf.

To the extent this Agreement involves related clients (i.e. spouses or similar), the Advisor’s services shall be based upon the joint goals communicated to the Advisor. The Advisor shall be permitted to rely upon instructions from either party with respect to the disposition of the assets or the Account(s), unless or until such reliance is revoked in writing to the Advisor. The Advisor shall not be responsible for any claims or damages resulting from such reliance from any change in the status of the relationship between clients.

Client hereby appoints Xantos Labs as investment manager for all assets that shall be designated by deposit or transfer into the Accounts. Client authorizes Xantos Labs to perform the services indicated below. Xantos Labs accepts the appointment described herein below:

**Again, if you want to use our services; you give us authority to manage your money.**

- **Discretionary Authority:** Client hereby grants Xantos Labs discretionary authority in connection with Accounts in the name of Client and in such Accounts to purchase or sell securities or other investment products, to sell, manage, and reinvest the amount or type of assets or investments, whether employing margin or otherwise, to instruct the broker-dealer, trustee, or custodian of assets to receive, accept and deliver securities or other assets, and to implement any investment decisions for the Accounts, all without prior consultation with Client. Through the Program, Xantos Labs offers various asset allocation strategies, which may be developed by Xantos Labs, third parties or affiliates, and are designed to allocate assets. Xantos Labs reserves the right to change, in its sole discretion from time to time: (i) the number of assets available through the Program; (ii) the assets that comprise each of the Account(s); and (iii) the relative weightings of the assets within each of the Account(s). Xantos Labs will promptly notify the Client of such changes beforehand. Client shall be deemed to have provided prior written consent if Client does not object to the changes in writing within thirty (30) days of receiving notice of such changes. Xantos Labs authority will include the ability to: (i) buy, sell and trade equity securities; (ii) invest in and trade inverse ETFs; (iii) employ hedging strategies; (iv) periodically rebalance your portfolio; (v) determine the timing of sales and withdrawals in relation to requests for withdrawals or transfers and (vi) implement all of the above based on Xantos Labs systematic (algorithmic) trading approaches.

**You give us permissions to open an account under your name on your behalf to use our services.**

- **Account Opening:** Xantos Labs will not maintain custody of Client’s funds and securities held in Client’s Accounts. Client’s funds and securities shall be held for safekeeping by a custodian meeting the requirements of “qualified custodian,” as defined in Rule 206(4)-2 promulgated under the Investment Advisers Act of 1940 (hereinafter, “Custodian”). Xantos Labs shall have the authority in connection with its provision of advisory services under this Agreement to open an Account in the

name of the Client with a Custodian using information provided by the Client. If Client has previously placed a freeze on their personal information and credit, Client hereby consent to the temporary lifting of the freeze for the purposes of opening Xantos Labs Account(s) with the Custodian. Additionally, Client consents to the use of any credit reporting facility or agency report in connection with Client Account(s). Client also authorizes Xantos Labs to deliver to a Custodian (or any other securities brokerage firm executing transactions on behalf of the Xantos Labs Account) a copy of this Agreement as evidence of the authority of Xantos Labs to act for and on behalf of Client Account.

**If you previously gave us authority and do not agree to this contract, let us know by writing to us.**

- **Written Notices and Revocation:** This discretionary authority is subject to such other reasonable written limitations that Client may request upon written notice to Xantos Labs and which are agreed to by Xantos Labs. Client may revoke the authority granted hereby at any time by submitting a written notice to Xantos Labs. Except as otherwise provided herein, Xantos Labs shall have no authority under this Agreement to take or have possession of any assets in the Accounts nor to direct delivery of any securities or payment of funds to itself or direct disposition of such securities or funds to any person other than Client. This power of attorney is coupled with an interest and shall terminate only on the termination of this Agreement or on the receipt by Xantos Labs of written notice of the death, incapacity or dissolution of Client.

Client acknowledges and understands that the services to be provided by Xantos Labs under this Agreement are limited to the management of the assets in Client's Accounts.

## 2. Client Responsibilities.

**If you want to use our services, you need to give us some personal info to help us get to know you. You must keep this up to date. You agree that we can terminate this agreement for any reason. If anything changes, please update us.**

Xantos Labs will obtain from Client, and Client agrees to provide information to determine Client's financial situation and investment objective. Although our current advisory services are impersonal and henceforth not tailored to each Client's financial situation and investment objective, this information is used to determine Client suitability profile. At or around the time of execution of this Agreement, Client is required to complete an online suitability profile. Xantos Labs may terminate this Agreement based on profile information specified by Client ("Investment Profile") on Xantos Labs's websites or mobile application for the Program (collectively, the "site") and consistent with Client's financial circumstances and other information derived from analysis of the Client's Investment Profile. Client is responsible for informing Xantos Labs of updates or changes to financial status or circumstances (including restrictions on Client's accounts). Client agrees to maintain a valid e-mail address on file under the Client Profile. If Client fails to maintain a valid e-mail address, Xantos Labs may terminate this Agreement at Xantos Labs's discretion. Client recognizes that the value and usefulness of the investment advisory services of Xantos Labs will depend upon the accuracy and completeness of the information that Client provides and upon the active participation by Client in the relationship with Xantos Labs. Client therefore agrees to provide complete and accurate information and documents that Xantos Labs requires, in Xantos Labs's sole judgment, in order to provide the services hereunder. Client's circumstances or objectives may change in the future and can be communicated to Xantos Labs in writing or via an updated Investment Profile in Client's Accounts.

### 2.1 Account Requirements, Minimum balances

**We require a minimum balance of \$500 to manage your account for individuals and \$500,000 for all others. It's your account and your money. If you keep moving it around, you accept the transfer fees, taxes penalty and the fact that we might not be able to meet our objective. We may waive this minimum at our discretion.**

The Firm offers services to individuals, pension and profit-sharing plans, trusts, foundations, estates, charitable organizations, corporations and business entities. Xantos Labs requires a minimum investment of \$500 to manage a Client's account for individuals and \$500,000 for all other entities. The Client retains sole ownership of the Accounts (i.e. the right to withdraw securities or cash and receive transaction confirmations). Client also retains the right to vote all proxies that are solicited for securities held in the Accounts. Client may make additions to and withdrawals from the Accounts at any time through the Custodian, subject to Xantos Labs's right to terminate your account. Additions must be in cash. Clients may withdraw assets on notice to Xantos Labs, subject to the usual and customary securities settlement procedures and anti-money holding periods. However, Xantos Labs designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of investment objectives. Further, withdrawal of securities may be subject to transaction fees, and/or tax consequences. Xantos Labs may, in its sole discretion, negotiate or waive these minimums based upon certain criteria, such as anticipated future earning, capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing/legacy client relationship, account retention, and pro bono activities. Xantos Labs may reserve the right from time to time to require a minimum asset threshold for access to different investment strategies.

## 3. Custody.

**Funds and assets in your account are all yours. We can not transfer it around. Any agreement between you and your brokerage stays between you two. It is up to you to keep your account in good standing.**

Xantos Labs will not maintain custody of Client's funds and securities held in Client's Accounts. Client's funds and securities shall be held for safekeeping by a Custodian, which may be required to be a particular custodian selected by Xantos Labs in its sole discretion. Where Xantos Labs agrees to accept and open an account for a Client, Xantos Labs will open such an account with the

Client pursuant to the terms and conditions of this Advisory Agreement. Xantos Labs will aid you, through the Site or otherwise, in establishing an account at a custodian that Xantos Labs may select from time to time. Subject to the terms of its agreement with the Custodian and the Custodial Agreement (as defined below), Xantos Labs may remove or replace the Custodian at any time. The Client will enter into an agreement directly with the Custodian to serve as your custodian and provide you with brokerage services (the "Custodial Agreement"). The Custodian will establish and carry an account that holds Client's shares and cash and records transactions in the Program. Client acknowledges that Xantos Labs is not responsible for the obligations of the Custodian or any successor custodian and that Xantos Labs and the Custodian have separate agreements with you that allocate separate sets of rights and obligations between Client and the applicable entity. Clients further acknowledge that the services you receive through participating in the Program are sufficient consideration for you to enter into this Advisory Agreement and it is up to the client to keep Custodial Account in good standing. All checks for investment purposes shall be made payable to the Custodian and sent directly to Custodian via directions shown on their Site. Clients will not transfer to Xantos Labs funds intended for investment via ACH, wire or otherwise. Xantos Labs shall not act as custodian for the assets in the Accounts and shall not be liable to Client for any act, conduct, or omission by Custodian. Xantos Labs will not by virtue of this Agreement have the ability to transfer Client funds or assets, except to the extent that may be provided herein. If Xantos Labs is granted authority to deduct fees it will be deemed to have limited custody for certain regulatory purposes.

#### **4. Custodian Relationship; Account Transactions.**

**You agree to allow us to manage your money by sending instructions to your brokerage on how to invest your money.**

Xantos Labs is authorized to give instructions to the Custodian through the Program with respect to all investment decisions regarding the assets held in Client's Accounts and the Custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as Xantos Labs shall direct in connection with the performance of Xantos Labs obligations in respect of such assets, including, without limitation, securities brokerage transaction. In recommending custodians, Xantos Labs will generally take into account such factors as (a) price; (b) the broker's or dealer's facilities, reliability and financial responsibility; (c) the ability of the broker-dealer or custodian to effect transactions, particularly with regard to such aspects as timing, order size and execution of order; (d) the research and related brokerage services provided by such broker-dealers or custodians to Xantos Labs, notwithstanding that the Accounts may not be the direct or exclusive beneficiary of such services; and (e) any other factors Xantos Labs considers to be relevant. In return for effecting securities brokerage transactions through certain broker-dealers, including the Custodian, Xantos Labs may receive from those broker-dealers certain investment research products and/or services which assist Xantos Labs in its investment decision making process for Client, all of which transactions shall be in compliance with Section 28(e) of the Securities Exchange Act of 1934 and/or any applicable state securities law.

#### **5. Disclaimers and Limitations**

**You understand that our services have limitations. Do not put all eggs in one basket.**

Client hereby understand and agree that the Program: (a) is not a complete investment program; (b) does not account for multiple goals; (c) does not consider outside assets, concentration, debt or other accounts you may have with Xantos Labs, any of their affiliates or with any third party; (d) has limits on asset allocation models, profiles and underlying instruments; (e) is not suitable for all investors; and (f) relies on the information provided by Clients in providing investment advice, and does not verify the completeness or accuracy of such information.

#### **6. Confirmation of Trades.**

**You agree that your brokerage - not us, will confirm our activities in your account.**

The Custodian or executing broker-dealer shall forward and deliver to Client a confirmation of transaction with respect to its participation in such transaction(s). Except to the extent Client directs otherwise, through custodial agreements or as required by law, Xantos Labs will not be responsible for forwarding confirmations of any transactions effected for Client.

#### **7. Confirmation and Account Statements.**

**You agree that your brokerage - not us, will send you account statements.**

Client acknowledges that in addition to Xantos Labs receiving all confirmations and account statements from the Custodian, Client will instruct the Custodian to send copies of Client's confirmations and account statements to Client or Client will obtain and review account statements through the Custodian's website. The Custodian maintains responsibility for all actions or failures to act on the part of such Custodian with respect to the Account as agreed to between Client and Custodian. Client agrees to (i) carefully review upon receipt all confirmations, statements, and reports that are sent by the Custodian to Client, and (ii) to compare the Account confirmations, statements, and reports received from the Custodian to those received from Xantos Labs. Client shall notify Xantos Labs and/or the Custodian of any discrepancy or unauthorized activity. Xantos Labs may consider all confirmations, statements, and reports to have been fully accepted by Client as correct and conclusive unless otherwise notified within seven (7) calendar days of receipt. Client understands and acknowledges that due to the volatile nature of the financial markets, Client is solely responsible for any loss that results from Client's failure to notify Xantos Labs of any discrepancy or unauthorized activity within the seven (7) calendar day time period stated.

#### **8. Third Party Investment Advisers.**

**We do not use third-party advisers at this time.**

Xantos Labs does not use a third-party investment advisor, sub-advisor or co-adviser ("Third-Party Advisor").

## 9. Advisory Fee.

**Our annual management fees are 1% of your net asset value, charged monthly. Lower fees for comparable services may be available from other sources. You agree to pay all fees that you owe to us in US dollars, unless we agree to another currency in writing. If we change our fee, the change will begin next month - and of course, we will let you know within 30 days.**

**If you don't pay on time (within 30 business days), then we may terminate our services. If we terminate our services to you for your non-payment, then we are not responsible for anything good or bad that might happen as a result.**

All assets of which Xantos Labs is the sole portfolio manager, are accessed a management fee equal to a percentage of the net asset value of the client's accounts. The management fee is: **100 basis points** (1%) per year. The management fees are not negotiable and are payable to Xantos Labs. Lower fees for comparable services may be available from other sources. All undisputed fees due pursuant to this Agreement are payable in United States dollars, unless otherwise agreed to between the parties in writing.

(a) The Management Fee is prorated and charged **monthly**, in arrears, based upon the market value of the average daily account balance of the securities portfolio over the preceding monthly. Management fees, if applicable, are payable regardless of profitability and may be charged during periods of loss. Since the asset-based fee is determined by average daily account balance, if assets are deposited into or withdrawn from an account after the inception of a month, the base fee payable with respect to such assets is adjusted accordingly. For the initial period of an engagement, the fee is calculated on a pro rata basis. In the event the Account Management 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.

Xantos Labs will promptly notify Clients of any increase or decrease in the Management Fee. An increase in the Management Fee will be effective for the Account starting in the next month that begins at least 30 days after Xantos Labs sends or posts such notice.

A reduction in the Management Fee will be effective for the Account starting in the next month following its reduction.

If Client closes the Account, withdraws the entire balance of the Account, or otherwise terminates this Agreement on any date other than the last business day of the month (except under the circumstances covered by Section 9(b)), in each case in accordance with Section 20 herein, Client shall pay any outstanding aggregate daily fees for the period from the day immediately following the last day of the last calendar month for which Client has paid, through the effective date of such withdrawal or termination, as of such effective date.

(b) If, for any reason, Xantos Labs shall close and liquidate all the positions held in the Account, Client may receive the proceeds of the liquidated portion of the Account, and this Agreement shall terminate, subject to Section 20 herein.

(c) If Client is overdue on any payment and fails to pay within thirty (30) business days of a written notice of client's overdue payment, this Agreement shall terminate, subject to Section 20 herein.

(d) If for any reason Client does not cover Xantos Labs's fees at the time they are charged, this Agreement shall terminate, subject to Section 20 herein.

(e) If Xantos Labs terminate its Services pursuant, Client agrees that Xantos Labs will have no liability for any damages, liabilities, losses (including any loss of data or profits) or any other consequences that Client may incur in connection with any such termination.

Xantos Labs's compensation is not based on shares of capital gain or capital appreciation of any portion of Client's assets or funds but rather on Portfolio Value as defined above.

Client acknowledges that Client will be responsible for paying any expenses or fees of the types enumerated in paragraph titled "Third Party Investment Advisers" and that said expenses and fees are separate from the Management Fees charged under this Agreement.

## 10. Valuation.

**Your account value is provided by your brokerage - not us.**

The assets in the Account will be valued by the Custodian.

## 11. Methods of Payment and Disputes.

**You agree to pay all fees that you owe to us within 5 days after the date on the notice.**

**If you ever think that we charged you the wrong amount and you want to dispute it, then let us know, in writing, within 30 days of the billing date for the charge in question.**

Client hereby acknowledges and agrees that fees assessed pursuant to this Agreement will, unless otherwise arranged, be sent directly to the Client and must be paid within thirty (30) business days to Xantos Labs. Client hereby consents and agrees to pay Management Fees due hereunder. Management fees are payable directly by the client. Client is responsible for verifying fees. Notification to Client will be through Client's user account on the Site or by e-mail at the address(es) provided by Client to Xantos Labs.

Client must notify us in writing if you dispute any portion of any fees paid or payable by you pursuant to these Terms. Client must provide the written notice to Xantos Labs within thirty (30) days of the billing notice.

## **12. Reports of Account.**

**You understand that we may or may not send account statements. If you ever need them, check with the Custodian.**

Xantos Labs may, but is not obligated to, issue separate written reports regarding the Accounts to Client. These reports may include a list of current holdings, performance data, statement of gains and losses, or a financial markets summary. Clients are urged to compare any reports received from Xantos Labs to the statements received from Custodian. Client will receive transaction confirmations from the Custodian shortly after executing purchases and sales. Additionally, Custodian will send statements to the Client as stated in the Custodian agreement.

## **13. Proxies, Legal Proceedings, and Class Action Lawsuits.**

**Companies in your account may ask stockholders to vote or partake in lawsuits. You agree to take care of all that.**

Client understands and agrees that Client retains the right to vote all proxies that are solicited for securities held in the Accounts. Xantos Labs will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Accounts may be invested from time to time. In addition, Xantos Labs will not take any action or render any advice with respect to any securities held in any Accounts that are named in or subject to class action lawsuits, bankruptcies or other legal proceedings. Xantos Labs will, however, forward to Client any information received by Xantos Labs regarding class action legal matters involving any security held in the Accounts.

## **15. Solicitation.**

**You understand that we do not reduce/waive fees for clients who help us get customers. If you got referred, you accept that you read all the documents.**

As a matter of policy and in accordance with applicable law, Xantos Labs does not provide economic benefits, such as a reduction or waiver of Xantos Labs investment management fees to clients for their referral of family and friends who become clients of Xantos Labs. If Client engages in any referral activities, Client covenants, represents and warrants: (i) it is not subject to any disciplinary actions as those stated in Rule 206(4)-3(A)(1)(ii) under the Investment Advisers Act of 1940 and/or any applicable state law, and (ii) it will abide by such reasonable instructions or directions that Xantos Labs may provide from time to time. If Client were referred by a friend, family member or any other person engaging in referral activities for Xantos Labs, Client hereby acknowledges that it has received a document detailing the disclosure required under Rule 206(4)-3 under the Investment Advisers Act of 1940 and hereby further acknowledges that any such referral does not constitute an endorsement of Xantos Labs for any purpose.

## **16. Communications.**

**We are a partnership. If for some reason, our membership changes, we will notify you as required by law. If we need to talk, reach us through our website.**

By entering into this Client Agreement, you acknowledge that Xantos Labs, as a partnership, shall notify the Client of any change in the membership of the partnership within a reasonable time after the change.

Client updates or changes to financial circumstances with respect to Accounts may be communicated to Xantos Labs via the Site and, where deemed necessary, may be confirmed via Client Account Profile exclusively in writing as soon as practicable thereafter.

## **17. Client Data (Privacy and Data Security).**

**We both agree not to tell anyone else about confidential information that we get from each other. Also, we both agree to only use each other's confidential information as agreed to in these terms. You also agree you read and accept our Privacy Policy.**

The information you provide to Xantos Labs, including your personal information, is subject to the terms of the Xantos Labs's Privacy Policy, which is available on the site. By entering into this Client Agreement, you acknowledge receipt of the Privacy Policy,

which Xantos Labs may amend from time to time by posting new versions on the site. You consent to Xantos Labs recording and monitoring your electronic communications with Xantos Labs and associated persons of Xantos Labs without further notice. You expressly authorize Xantos Labs representatives or associated persons to contact you for purposes of evaluating the offering of investment services and other products and services by calling, writing or e-mailing at the telephone number(s) and/or email address(es) you provide in connection with your Investment Account, including any additional or updated telephone numbers or email addresses. The authorization in the preceding sentences will remain in effect unless and until you specifically revoke it by notifying Xantos Labs. As required by law, Xantos Labs will not share information regarding Client's personal and financial affairs ("Client Data") with any third party, and Xantos Labs will use commercially reasonable measures designed to protect Client Data from unauthorized access or disclosure. Client authorizes and empowers Xantos Labs to give a copy of this Agreement to any Custodian or other party to transactions for the Accounts as evidence of Xantos Labs's authority to issue instructions, request information about the Accounts from Custodian and to act for Client. Client also authorizes Xantos Labs to disclose any personal or financial information to service providers including without limitation custodians or other broker-dealers and their affiliates, third party managers and their affiliates, account display, performance, or aggregation service providers, and parties maintaining or servicing customer relationship management software or websites. Client acknowledges that it has received and reviewed Xantos Labs's Privacy Policy and consents to the collection, use and disclosure of Client Data as set forth herein and in the Privacy Policy.

## 18. Tax Risks.

**You understand we are not tax experts. If you need such advice, ask a tax advisor.**

Nothing in this Agreement or any other document received from Xantos Labs shall be construed as providing any legal, accounting, estate, actuary, or tax advice. Client agrees to review publicly available information regarding the securities and the brokerage statements, transaction confirmations and tax reporting forms provided by the Custodian for tax-related information. Each Client must rely upon its own representatives, including its own legal counsel and accountant, as to legal, tax and related matters concerning any assets in the Account or any Account transactions and for preparation of any legal, accounting or tax documents. 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 Client and may result in Client 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. 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 Clients 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. Clients 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 Form 8621, among other filing and reporting obligations. It is possible that in certain circumstances Clients may incur taxable income on their investments without a cash distribution to pay the tax due. Each Client should confer with their personal tax advisor regarding the tax consequences of investing with Xantos Labs based on their particular circumstances. Client and Client's tax advisors are responsible for how the transactions in Client's Account are reported to the Internal Revenue Service or any other taxing authority. Xantos Labs assumes no responsibility to the Client for the tax consequences of any transaction.

## 19. Non-Exclusivity.

**What's ours is ours, and what's yours is yours. You understand we may charge fees differently.**

Client acknowledges that Xantos Labs provides advisory services to more than one client, and 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 Client's Accounts, so long as it is Xantos Labs's policy, to the extent practicable, to allocate investment opportunities to Client's Accounts over a period of time and on an equitable basis relative to other clients. Xantos Labs has no obligation to disclose to Client the purchase or sale of any security which Xantos Labs, its principals, affiliates, or employees may purchase or sell for its (their) own account or for the accounts of other clients. Client acknowledges that the Advisory Fee charged to Client may be higher or lower than that which Xantos Labs charges other clients for the same or similar services, and that lower fees for similar services may be available from other sources.

## 20. Term and Termination.

**If, for some reason, we agree to part ways, it will be effective that day. You agree you will pay us any unpaid fees.**

This Agreement shall commence on the date of acceptance by Xantos Labs as shown below and shall continue until terminated in accordance with the provisions of this Section or any other provision of this Agreement. This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by Client to Xantos Labs through the Site and by Xantos Labs to Client through the primary e-mail address in Client's Account Application as Client shall update from time to time. Client's withdrawal of all of the Accounts under this Agreement will terminate this Agreement. Upon receipt of termination request, Advisory Fees will be calculated to the date of termination and assessed in accordance with the agreed upon rate. Fees are charged in arrears, hence no refund policy is necessary. Client understands that Xantos Labs will not provide services in the event uncollected accounts-receivable from Client exceeds thirty (30) days. In addition, all custodial termination and transfer fees, if any, assessed by Custodian will be the responsibility of the Client. Termination of this Agreement will not affect (a) the validity

of any action previously taken by Xantos Labs under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Client's obligation to pay advisory fees (prorated through the date of termination). Upon termination of this Agreement, Xantos Labs shall perform no functions whatsoever with respect to the managing of the Accounts, and further management of those accounts shall be the sole responsibility of Client.

In the event either the custodian or the client terminates the custodian account, you will be deemed to have terminated the Client Agreement with Xantos Labs unless otherwise agreed to by Xantos Labs.

## 21. Mediation/Arbitration.

**Please, please, please reach out to our Support Team (they're amazing!) before bringing a legal case. If we get into a dispute, we'll have to figure it out in arbitration. That means that a professional arbitrator will decide how to resolve our dispute instead of a judge or a jury deciding the case.**

This Agreement contains a mediation and arbitration clause. Excepting matters for injunctive relief, it is agreed that all controversies or disputes which may arise between Client and Xantos Labs (and/or the Custodian, sub-advisors, or representatives), concerning any transaction or order, the construction, performance, or breach of Agreement or any other Agreement between Client and Xantos Labs, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is an arbitration claim, shall be settled either by mediation instituted at the request of either party, or if not resolved by mediation, by arbitration, unless unenforceable under applicable state or federal law. Any mediation or arbitration will be held in Austin, Texas unless otherwise agreed to by both parties. Any arbitration shall be conducted in accordance with the applicable rules of Complex Commercial Disputes of the American Arbitration Association ("AAA") and the Laws of the State of Texas. Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Notwithstanding the foregoing, this binding arbitration clause in no way limits or affects Client's rights under the Investment Adviser's Act or related state securities laws. With respect to controversies or disputes which may arise between Client and Xantos Labs concerning matters involving alleged violations of applicable federal and state securities laws, breach of common law or statutory duty, this mediation and arbitration process does not constitute a waiver of any legal rights provided under the aforementioned laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes.

All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. You and Xantos Labs also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Xantos Labs hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this section's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration. Xantos Labs and its Indemnified Persons do not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstances.

## 22. Risk Acknowledgement.

**You understand that the stock market is risky! We will do our best but can not guarantee anything.**

Xantos Labs will use its best judgment and good faith efforts in rendering services to the Client. Xantos Labs's investment selections on behalf of Client shall not constitute legal or tax advice, analysis or opinion. Xantos Labs does not guarantee future performance or any specific performance, success of any investment decision or strategy that Xantos Labs may use, or success of Xantos Labs's overall management of the Accounts. Client understands that investment decisions by Xantos Labs are subject to various markets, currency, economic, political, and business risks, and investment decisions will not always be profitable. Xantos Labs will provide advice only with respect to the securities, cash, and other investments held in the Accounts and, in making recommendations for Accounts, Xantos Labs will not consider any other securities, cash or other investments owned by Client.

## 23. Liability.

**Generally speaking, neither of us owe each other for any bad things that might indirectly result from our services not working as intended, like losses.**

Xantos Labs will not be liable to Client for (a) any loss that Client may suffer by reason of any investment decisions made or other action taken or omitted in good faith by Xantos Labs with a degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Xantos Labs's adherence to Client's written or oral instructions or restrictions; (c) any act or failure to act by Custodian to which Xantos Labs directs transactions for Accounts, or by any other third party; (d) 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 Xantos Labs's reasonable control, including, without limitation, 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 Xantos Labs's instructions; or (e) any indirect, special, incidental, or consequential damages. Client (and in addition, for entity accounts, Client Representative) shall indemnify and defend Xantos Labs and Xantos Labs's directors, officers, shareholders, employees and affiliates and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are incurred, by reason of any act or omission of Client or broker or any custodian, broker, agent or other third party selected by Xantos Labs in a commercially reasonable manner or selected by Client. Under certain circumstances, federal and state securities statutes impose liabilities on persons who act in good faith, and therefore, nothing in this Agreement will waive or limit any rights that Client may have under those statutes.

## 24. Legal Proceedings.

**You agree that if for some reason we fight in court, we will not act on your behalf.**

Client agrees that Xantos Labs will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by Client in the Accounts or by issuers of securities.

If Xantos Labs or any affiliate is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name you as debtor or otherwise, Xantos Labs or such affiliate shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that Xantos Labs or any affiliate may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to the Custodian or such other party as may be appropriate. You hereby agree to hold harmless and indemnify Xantos Labs and its affiliates 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 Xantos Labs or any affiliate receives written notice from a personal representative, executor or administrator purporting to represent your estate, Xantos Labs or such affiliate shall be entitled to rely on all figures supplied and representations made in such written notice if Xantos Labs or such affiliate is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

## 25. Registration Status.

**We are registered with the United States Securities and Exchange Commission and maybe elsewhere. That does not mean we are perfect!**

Xantos Labs is registered as an investment adviser with the United States Securities and Exchange Commission and may also, from time to time, become registered in other jurisdictions as required by law. Registration does not imply a certain level of skill or training.

## 26. Independent Contractor.

**These terms don't create any special relationship between us, like employer-employee, joint venture, or a partnership. We are independent. Nothing will change that.**

Xantos Labs is and will hereafter act as an independent contractor and not as an employee of Client, and nothing in this Agreement may be interpreted or construed to create any employment, partnership, joint venture or other relationship between Xantos Labs and Client.

## 27. Client Representations and Warranties.

**You have legal powers, on behalf of you - not anyone else.**

(a) Client represents and warrants to Xantos Labs and agrees with Xantos Labs as follows:

i. Client has the requisite legal capacity, authority and power to execute, deliver and perform his or her obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by Client and is the legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms. Client's execution of this Agreement and the performance of his or her obligations hereunder do not conflict with or violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise. If Client is an entity, the trustee, agent, representative or nominee (the "Client Representative") executing this Agreement on behalf of Client has the requisite legal capacity, authority and power to execute, deliver and perform such execution and the obligations under this Agreement as applicable. Specifically, if Client is a corporation or partnership, the individual signing this Agreement has been authorized to execute this Agreement by appropriate corporate or partnership action, and if this Agreement is entered into by a trustee or fiduciary, the trustee or fiduciary has authority to enter into this Agreement and that the services described herein are authorized under the applicable plan, trust or law.

ii. For Entity Clients: If Client Representative is entering into this Agreement, Client and Client Representative understand and agree that the representations, warranties and agreements made herein are made by Client both: (a) with respect to Client; and (b) with respect to Client Representative. iii. Client is the owner or co-owner of all cash and securities in the Account, and there are no



restrictions on the pledge, hypothecation, transfer, sale or public distribution of such cash or securities. iv. Client acknowledges that investment advice may use one or more ETFs, with each ETF playing a necessary role in the overall investment strategy and, therefore, Client understands and acknowledges that there can be no exclusions or restrictions of ETFs recommended as part of the advice. v. Client will provide Xantos Labs with complete and accurate information about Client's identity, background, net worth, investing timeframe, other risk considerations, any securities from which Client may be or become legally restricted from buying or selling, as requested, and other investment accounts, as requested, in the Investment Profile and will promptly update that information as Client's circumstances change. vi. Client agrees to use Xantos Labs solely for Client's personal, non-commercial use, and not in connection with any competitive analysis (as determined by Xantos Labs). (b) Client will deliver to Xantos Labs evidence of Client's and Client Representative's authority on Xantos Labs's request and will promptly notify Xantos Labs of any change in such authority, including but not limited to an amendment to Client's organizational, delegation or formation documents that changes the information Client provides to Xantos Labs on opening the Account. Clients shall inform Xantos Labs of any event that might affect this authority or the propriety of this Agreement. Xantos Labs shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients who have entered into this Agreement. (c) Client covenants that it will abide by all present and future applicable anti-money laundering and anti-terrorist financing laws, regulations and related securities commissions or regulators' rules and governmental guidance (the "AML Rules"). Client further covenants that it will, upon request, provide Xantos Labs any documents and information that Xantos Labs may require to comply with the requirements of the AML Rules.

## **28. Death or Disability.**

**If you get disabled or die, please let us know so we will terminate this.**

This Agreement shall terminate only as expressly provided herein or on receipt by Xantos Labs of written notice of the death, incapacity or dissolution of Client by a representative (or executor) of the Client as appointed by the probate court.

## **29. Assignment.**

**You cannot just transfer these terms or your obligations under these terms to someone else without our permission. If you must object, you have 30 days to do so in writing.**

This Agreement is binding and for the benefit of the parties to the Agreement, their successors, and permitted assignees, except that Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940 and applicable state securities statutes) by either party without the consent of the other party. Client shall be deemed to have provided prior written consent to an assignment of this Agreement if Client does not object to the assignment in writing within thirty (30) days of receiving notice of such assignment. Client further agrees that any reorganization, restructuring, or other transaction affecting the ownership of Xantos Labs will not be deemed to be an assignment (within the meaning of the Investment Advisers Act of 1940) of this Agreement, so long as such reorganization, restructuring, or transaction does not result in a change of actual control or management.

## **30. Amendment.**

**You understand that we can not change this without letting you know. If that happens and we do not hear from you in 30 days, we assume we are all good.**

This Agreement may not be amended by either Client or Xantos Labs without the prior written consent of the other party. Client shall be deemed to have provided prior written consent to an amendment of this Agreement (including the Schedules hereto) if Client does not object to the amendment in writing within thirty (30) days of receiving notice of such amendment. In the event that Client does not consent to any amendment to this Agreement proposed by Xantos Labs in accordance with this Section 30, Xantos Labs shall have the right, but not the obligation, to terminate this Agreement immediately in accordance with Section 20 of this Agreement.

## **31. Captions.**

The captions in this Agreement are included for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.

## **32. Governing Law.**

**We both agree to follow the law, regulations, rules, etc. that apply to us.**

This Agreement is governed by and construed in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law provisions of the State, provided that nothing in Agreement will be construed in any manner inconsistent with the Martin Act, Investment Advisers Act of 1940, any orders issued, or rules and regulations promulgated pursuant to the foregoing.

## **33. Notices; Electronic Consent.**

**You agree we do things over the internet (electronically). You accept to not hold us if your account(s) get hacked. You understand we will save all records for 3 years. If you want them, write to us. If you do not want to do business electronically, let us know by writing to us within 3 days.**

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Client hereby agrees and consents to have Xantos Labs deliver or make available electronically all current and future account statements, notices (including privacy notices), letters to Client, regulatory communications and other information, documents, data and records related to the Account (collectively, "Account Communications"). Client acknowledges and agrees that electronic communication from Xantos Labs will include, among other things, email delivery, and/or the electronic communication of Account Communications pertaining to Client via Xantos Labs's website and Client acknowledges and agrees that such email delivery and electronic provision shall be deemed delivery. Client acknowledges and agrees that is Client's affirmative obligation to notify Xantos Labs in writing of any changes to Client's email address. With respect to e-mail delivery of Account Communication, Client understands that e-mail messages may sometimes fail to transmit properly, including being delivered to SPAM/Junk folders. Client further understands that it is responsible for ensuring that any emails from Xantos Labs are not marked as SPAM/Junk and that Xantos Labs is responsible only to the extent that it sends e-mail messages to Client's e-mail address of record. Regardless of whether or not Client receives an e-mail notification, Client agrees to check Xantos Labs's website on a regular basis for current information and to avoid missing any information that is time- sensitive.

Xantos Labs shall not be liable for any interception by any third party of Account Communications. Client acknowledges and agrees that, although Xantos Labs will not charge additional amounts for electronic delivery, Client may incur charges from its internet service provider or other third parties in connection with the delivery and receipt of Account Communications delivered electronically. In addition, Client understands that there are risks associated with electronic delivery of Account Communications, including the risk of system outages or interruptions, which risks may, among other things, inhibit or delay Client's receipt of Account Communications.

Xantos Labs shall archive all documents sent via electronic delivery for a period of three (3) years. Clients may request access to these archived documents via a written notice.

Subject to the terms of this Agreement, Client may revoke or restrict consent to electronic delivery of Account Communication at any time by notifying Xantos Labs in writing of Client's intention to do so. Client understands that it has the right to request paper delivery of any Account Communication that the law requires Xantos Labs to provide to Client in paper form. Client understands that if it revokes or restricts consent to electronic delivery of Account Communications or requests paper delivery of the same, Xantos Labs, in its sole discretion, may: (i) charge Client a reasonable service fee for the delivery of any Account Communications that would otherwise be delivered to Client electronically, and/or (ii) restrict or close the Account. Client understands that neither the revocation or restriction of consent, request for paper delivery, nor Xantos Labs's delivery of paper copies of Account Communications will affect the legal effectiveness or validity of any electronic communication provided while Client's consent is in effect.

Client's consent to receive electronic delivery of Account Communications will be effective immediately and will remain in effect unless and until either Client or Xantos Labs revokes consent per Section 33 above. Client understands that it may take up to three (3) business days to process a revocation of consent to electronic delivery. Client acknowledges that it may receive electronic notifications until such consent is processed.

Client understands and confirms that in order to access, view, and retain Account Communications from Xantos Labs, Client must have: (i) access to an up-to-date internet browser in order to access the Account, or if accessing through a mobile application, one of the following mobile operating systems: Apple iOS 6.0 or later or Android OS 2.3 or later; (ii) local, electronic storage capacity to retain Account Communications and/or a printer to print them; (iii) a valid e-mail account and software to access it; (iv) an up-to-date device or devices including but not limited to a computer, tablet, or smartphone suitable for connecting to the internet and downloading or accessing websites; and (v) software that enables Client to view files in the Portable Document Format ("PDF").

#### **34. Miscellaneous.**

**Again, we both agree to follow the agreement unless it breaks the law, regulations, rules, etc. that apply to us.**

If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other aspects, Agreement will continue and remain in full force and effect. No term or provision of Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Xantos Labs's failure to insist at any time on strict compliance with this Agreement or with any terms of this Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Xantos Labs of any of its rights or privileges. This Agreement contains the entire understanding between Client and Xantos Labs concerning the subject matter of this Agreement.

#### **35. Electronic Signature.**

**We both agree to do things electronically. If you sign on the computer, it is as good as paper.**

Client consents and agrees that his or her use of a keypad, mouse, or other device to select an item, button, icon, or similar act/action while accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures, or conditions constitutes Client's electronic signature, acceptance, and agreement under the federal E-SIGN legislation and that such electronic signature will meet the requirements of an original signature as if actually signed by Client in writing. Further, Client agrees that no certification authority or other third-party verification is necessary to the enforceability of his or her signature or any resulting contract between Client and Xantos Labs. At the request of Xantos Labs, any electronically signed document must be promptly re-executed in its original form by the Client who executed the electronically signed document. No party hereto may raise the use of an electronic signature as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.

**36. Disclosure Statements.**

**You understand that you can access this document for free online or request it (for free) by email.**

Client acknowledges electronic delivery of Xantos Labs's brochure that would be required to be delivered under the Investment Advisers Act of 1940 (including the information in Part 2 of Xantos Labs's Form ADV), which is available on the Site, or is emailed to Client's email address on file. On a written request by Client, Xantos Labs agrees to annually deliver electronically, without charge, Xantos Labs's brochure required by the Advisers Act.

IN WITNESS WHEREOF, the Parties indicate agreement and acceptance of all terms and provisions herein by execution of this Agreement as of the dates indicated below.

**THIS AGREEMENT CONTAINS A BINDING MEDIATION/ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.**

**BY CLICKING OR TAPPING "ACCEPT AND CONTINUE" I AGREE TO ENTER INTO THIS ADVISORY AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Signature:

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Date:

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