



# Investment Advisory Agreement

**Folionet Advisers LLC**

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## FOLIONET ADVISERS LLC

This Advisory Agreement (the “Advisory Agreement”), which is entered into by you (“you” or the “Client”) and Folionet Advisers LLC (“Folionet”, “we” or “our”), sets forth the terms and conditions under which Folionet 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, intended to be ongoing and recurrent until a notification is provided in writing. This Advisory Agreement applies to you if you are an individual who is establishing one account described in Section 1 below, including an individual who has previously entered into an Advisory Agreement with Folionet. By acknowledging your consent electronically, you agree to enter into this agreement and be bound by the terms and conditions of this Advisory Agreement.

YOU MUST READ AND CONSIDER THIS ADVISORY AGREEMENT CAREFULLY AND CONTACT FOLIONET TO ASK ANY QUESTIONS YOU MAY HAVE BEFORE ENTERING INTO THIS ADVISORY AGREEMENT. PURSUANT TO THE BROKER’S (FOLIONET FINANCIAL LLC or “FOLIONET FINANCIAL”, an affiliated broker-dealer of FOLIONET) ESIGN AGREEMENT (THE “ESIGN AGREEMENT”) THAT YOU ARE REQUIRED TO ENTER INTO AS A CONDITION OF EXECUTING THIS ADVISORY AGREEMENT, CLICKING THAT YOU ACCEPT 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. AMENDED AGREEMENTS WILL BE POSTED ON THE FOLIONET WEBSITE, WWW.FOLIONET.COM (THE “WEBSITE”) OR MOBILE APPLICATION (COLLECTIVELY WITH THE WEBSITE, THE “PLATFORM”). YOU WILL BE NOTIFIED OF AMENDED AGREEMENTS BY WEBSITE POSTINGS, EMAILS LINKING TO THE WEBSITE, OTHER EMAILS, TEXT OR PUSH MESSAGES, TRADITIONAL MAIL OR OTHER MEANS OF NOTIFICATION VIA THE APPLICATION.

YOU AGREE TO CHECK THE WEBSITE FOR NEW VERSIONS OF THIS ADVISORY AGREEMENT AND OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PLATFORM. YOU AGREE THAT, BY KEEPING YOUR FOLIONET ACCOUNT (AS DEFINED BELOW) OR USING THE PLATFORM WITHOUT OBJECTING IN WRITING AFTER FOLIONET NOTIFIES YOU OF A NEW VERSION OF AN AGREEMENT, YOU WILL AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS OF ANY AMENDED AGREEMENT, INCLUDING ANY NEW OR CHANGED TERMS OR CONDITIONS.

### **1. Terms and Conditions**

FOLIONET offers clients the ability to open an account and fund via different sources such as wire transfer, Automated Clearing House (“ACH”), predetermined contributions, debit cards, or others, explained throughout this agreement.

US Checking Account funding: this is an account at a US Financial Institution selected by you and provided to Folionet in order to link to your Folionet account for the purpose of deposits and withdrawals. The intention of the Platform is to allow clients to invest and/or create a habit for automatic savings.

Folionet interacts with you through a technology Platform, that uses information you provided to provide investment advice and suggest predefined portfolios comprised of publicly traded securities (“Suggested Portfolio”) which may include ETFs, single stocks, fixed income securities, structured notes, or mutual funds.

It is important to note that the Suggested Portfolio is not a complete wealth management strategy, since it may not take into consideration other assets you may hold, other personal goals, concentration,

liabilities, and other information that is very important in providing advice. Also, Folionet may be limited to the type of investments options offered and thus you can obtain a more balanced asset allocation through other wealth management providers. Folionet accounts are not an ideal investment solution for all individuals.

All accounts opened by Folionet will abide by the terms and conditions of this Advisory Agreement. Initially, Folionet will assist you in opening an account with our clearing partners Apex Clearing Corporation (“Apex”) or Stonex Financial Inc. (“StoneX”), both registered clearing and broker dealers, which will hold each client account. Additional terms and conditions for your brokerage account through Apex or StoneX will be explained throughout this document and any attachment herein.

## **2. Advisory Services**

With a Folionet account you will find and be able to select securities (including single stocks, ETFs, ADRs, and others) to create a portfolio. This portfolio may be suggested by Folionet (Suggested Portfolio), a third party, or selected by you. Folionet reserves the right to include or remove other investment providers in the future.

With a Suggested Portfolio we select securities aiming to provide a diversified investment strategy distributed, among others, by companies, region, sector, country, and while seeking to improve the performance, risk, efficiency or diversification of the portfolios Folionet may add or remove different securities from its securities selection.

Folionet will make recommendations based on certain information you provided while Onboarding (meaning completing your client profile during account opening or modifying it thereafter) and you can review the details below. Consequently, Folionet will not consider all the information you provided to recommend potential investments. Specifically, Folionet will only consider the answers provided to the questions asked to you regarding time horizon for investing and risk tolerance. Furthermore, Folionet will weigh these factors differently and may amend its weighting from time to time. You must consider these investment recommendations carefully before making a final decision.

Investment advice provided by Folionet to you, using the methodology outlined in this document, does not guarantee that you may have the best outcome, or even a positive return if any on your investment. There may be other investment alternatives that may perform better over any period.

It is important to note that you are not obligated to follow Folionet’s recommendations, and at any time before, during or after you create a Suggested Portfolio. In addition, you may sell all or part of your investments, and make selections on your own. Also, you may edit your profile regarding risk and time horizon if you believe your personal situation has changed over time, and thus a different investment strategy may be suggested if you notify us. Folionet does not guarantee that a Suggested Portfolio recommendation will perform better than a self-directed investment selected by you.

You are ultimately responsible for your individual investments following your own discretion. Folionet will not limit the investment selection available therefore any client following its own investment decisions must be aware of and will be responsible for the risk that this self-directed strategy may implicate. Responsibility for performance, which may include losing part or all your investments, will rest exclusively on you.

If you decide to select your own investment, and not follow the Suggested Portfolios created by Folionet, you agree and acknowledge the following: (i) your own selections may perform worse than a Suggested

Portfolio; (ii) you will not hold Folionet responsible or liable for any losses or damages involving your own investment strategy; and, (iii) your investments may not be suitable according to your investment profile. By making your own investment decision you may not be taking advantage of the two most important benefits of a Suggested Portfolio, which are diversification and a long-term objective.

While Folionet may guide you to create a Suggested Portfolio there is no guarantee or warranty that the results may replicate a specific asset allocation. Factors such as deposits, withdrawals, market movements, trading executions, share or fractional share allocation, software issues, among others (and the precise timing of these) will impact the performance of your account and its ability to reach a desired outcome or particular allocation, and therefore you must acknowledge the risks involved. Folionet will provide asset allocations factoring long term view of the investment horizon and will not provide advice for short term or tactical strategies related to specific market opportunities that may arise daily.

If you have any asset allocation that is not Folionet's Suggested Portfolio, be advised that we do not monitor, review, rebalance, or screen self-directed investments. As a result, you must acknowledge that Folionet does not provide investment advice other than the one expressed herein and offered through the Platform. Also, no investment advice is conducted via message or chat. You as an investor have the freedom to invest in other types of securities not mentioned on our Suggested Portfolios.

Throughout its course of business, and following laws and industry regulations, Folionet may engage in contracts with third parties in order to provide the best available services and products. Also, Folionet may, at its own discretion, designate or delegate investment advisory functions, under the limits of this contract and without your prior consent, to other third parties. However, Folionet will remain responsible under the terms of this contract.

### **3. Trading Authority and Your Instructions**

Generally, you will direct and be responsible for the performance of investments through your Folionet account by: (i) carefully reviewing the information about investing and the Suggested Portfolios available through the Platform; (ii) carefully considering the Suggested Portfolios generated by the Platform for you; (iii) carefully choosing your Suggested Portfolio; and, (iv) carefully deciding whether to exclude a suggested investment from your Selected Portfolio. Moreover, you are responsible for conducting and monitor the inflows and outflows to and from your Folionet account by initiating deposits and withdrawals from your Folionet Account.

### **4.- Limited Discretion of Advisory Services**

Folionet shall have discretion over assets in your Folionet account to the limited extent that Folionet shall have the following authority in connection with its provision of advisory services under this Advisory Agreement:

- to determine and modify from time to time which Suggested Portfolios are offered through the Platform and which instruments comprise each of the portfolio;
- to determine when, how often, and in what amounts to invest or reinvest dividends in your Folionet account;
- to determine when, how often, and in what amounts to have uninvested cash in your Folionet account held through Apex's or StoneX's sweep program;

- to determine and modify from time to time procedures used in trading and allocating fractional shares in the Suggested Portfolios;
- to determine the timing of purchases in relation to deposits;
- to determine the timing of sales and withdrawals in relation to requests for withdrawals or transfers; and,
- to conduct portfolio rebalancing and changed asset allocation according to a Suggested Portfolio.

## **5.- Fractional Shares**

Folionet offer investments in whole shares or fractional shares. Not all shares are available to trade in fractions, and therefore a limited list will be available through the Platform. The process to conduct a purchase of fractional shares involves allocating excess fractional shares to a facilitation account which then in turn trades shares in whole.

You must acknowledge that fractional shares have trading limitations. They do not have a market by itself and are not transferable to other brokerage accounts in the US or internationally, therefore they are illiquid and only tradeable through your Folionet account. All the above are reasons that if you wish to transfer your account to another brokerage, the fractional shares must be sold at Folionet and you authorize Folionet to conduct the sale of fractional shares.

## **6.- Minimum Balance**

You agree and acknowledge that the minimum balance for opening a Folionet account is \$5,000 for individual accounts (“Minimum Opening Balance” or “MOB”). Folionet reserves the right to waive such MOB requirement in its sole discretion. Furthermore, you agree and acknowledge that the minimum balance for maintaining (“MBM”) a Folionet account is \$5,000 for individual accounts. Folionet will review accounts periodically to identify any with a balance below the MBM. If the balance for your Folionet account falls below the MBM, Folionet reserves the right to terminate this Advisory Agreement and/or your Folionet account.

Folionet reserves the right to waive the MOB and/or MBM requirements in its sole discretion.

## **7.- Brokerage and Custody**

As noted above, your participation in a Suggested Portfolio requires that you establish a Folionet account and enter into the Customer Agreement.

The Customer Agreement pertains to the brokerage services provided by Folionet Financial and Apex or StoneX to effect brokerage transactions in your Folionet account. Under the Customer Agreement, and subject to its terms and conditions, Folionet Financial together with Apex or StoneX are generally responsible for: (i) maintaining and recording transactions in cash and securities (including fractional shares) in your Folionet account; (ii) sending orders placed by Folionet for execution, clearance, and settlement; and (iii) providing you with statements, confirmations, other required documentation, and other information about your Folionet Account and transactions therein.

By entering into this Advisory Agreement, you authorize and instruct Folionet to place, and Folionet Financial to execute, orders to buy and sell securities on your behalf and at your direction. You

acknowledge and agree that orders for purchases or sales in your Folionet account may be combined with orders for purchases or sales of securities in other accounts on the Platform and/or with purchases or sales of securities by Folionet into larger orders for aggregate transactions for each applicable security in the Folionet account. You agree that Folionet Financial will introduce orders to Apex or StoneX for clearance and settlement.

Folionet may transmit or help facilitate your requests for withdrawals or transfers to the ACH Operator (as defined below) and/or Apex or StoneX. Folionet shall have no authority to initiate any withdrawal or otherwise to transfer any securities or money out of your Folionet account other than (i) fee deductions or (ii) in connection with the termination of your Folionet account pursuant to the terms and conditions of this Advisory Agreement. Folionet shall have no authority to initiate any deposit or otherwise transfer any securities or money into your Folionet account except in limited circumstances disclosed to the Client such as the use of a debit arrangement permitted by Folionet as a Funding Account.

As noted above, Folionet Financial, an affiliated broker-dealer of Folionet, will act as the introducing broker-dealer, introducing your orders to Apex or StoneX, and Apex or StoneX will act as the clearing broker and qualified custodian for your Folionet account. While the Folionet account constitutes a program whereby you pay an advisory fee (see Item 16.- Fee Details), custodial and brokerage services are provided by Folionet Financial, Apex or StoneX. It is important to note that the use of Folionet Financial as an introducing broker-dealer creates certain conflicts of interest for Folionet in that Folionet Financial may receive additional revenue for its brokerage services.

Examples of the conflict of interest are that Folionet Financial (i) may receive a portion of the ancillary expenses listed in Attachment A hereto that are paid by the Client; (ii) may share in interest earned on uninvested cash in your Folionet account held through the money market or bank sweep programs offered through Apex, (iii) may share in revenue earned on premiums paid on borrowed investments in connection with Apex's optional fully paid for securities lending program, (iv) may receive certain payments for order flow, (v) interest charged on debit balances on margin accounts, and (vi) fees for transaction execution, custody, confirmations, and other services.

You authorize us to effect "agency cross trades" (that is, trades in which Folionet or any person controlling, controlled by, or under common control with us, acts as investment adviser to you, and as broker for you and for the party or parties on the other side of the trade) for your Folionet account to the extent permitted by law and consistent with this Advisory Agreement. You acknowledge that (i) we or our affiliates may receive compensation from the other party to these agency cross trades; (ii) as such, we will have a potentially conflicting division of loyalties and responsibilities regarding the parties to the transaction; and (iii) you can revoke, without penalty, your authorization at any time by written notice to us. You agree that, to the extent permitted by law and consistent with this Advisory Agreement, we may effect "adviser cross trades" involving your Folionet account, in which an investment is sold from one account advised by us or our affiliates and bought for another such advised account through a book-entry transfer. We will effect such adviser cross trades when we believe it is desirable to buy for one client securities another client owns and such trades are in the best interests of all clients involved. We will only effect adviser cross trades in securities for which market quotations are readily available.

Adviser cross trades will be done via a book-entry transfer through Folionet, Apex or StoneX, at the independent current market price of the security. Neither we, our affiliates, nor any broker-dealer through which these trades may be effected receives any commissions or other compensation in connection with

adviser cross trades, although small administrative or transfer fees may be included in the price of the security bought or sold.

### **8.- Capacity**

If this Advisory 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 Advisory Agreement in such a capacity. The Client represents that he or she is 18 years of age or older and no person shall use or attempt to use or hold a Folionet account unless he or she is of such age.

You represent and warrant that you have the full power and authority to enter into this Advisory Agreement.

You certify that you are of legal age to enter into contracts in the country or state where you live. You agree that, when you sign as described herein, this Advisory Agreement will have been duly authorized and will be binding. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Advisory Agreement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of the Platform, including the selection of investments, deposits, contributions to and withdrawals from your Folionet account, by any person who uses your user account and password, as described in the Terms of Use.

### **9.- Security**

It is imperative that you do not disclose your access credentials (account user and password), especially password, to anyone or have it documented. Any client believing that their credentials have been compromised must immediately contact Folionet.

### **10.- Client Rights and Obligations**

You are the sole owner of your Folionet account. As such, subject to certain restrictions that may be applied by Apex or StoneX you can, at any time, deposit funds or securities and withdraw funds and securities, in addition to exercising and delegating corporate actions. Withdrawals of securities and cash must follow traditional securities settlement time periods.

### **11.- Deposits**

You acknowledge and agree that you can only receive funds from an account where you are an account holder, therefore no funds or securities will be received from a third-party account owner.

You agree that you may fund your Folionet account by contributions made through a US banking account, by using the Platform to direct the transfer of money to your Folionet account in accordance with the terms and conditions of this Advisory Agreement.

You agree that, by initiating or directing a deposit, you authorize the bank or other vendor that Folionet engages from time to time to facilitate the use of the ACH payment system for the transfer of money to or from Apex or StoneX (such bank or vendor, the "ACH Operator") to request that the financial institution that maintains your Funding Account transfer the amount of the deposit to Apex or StoneX for deposit in your Folionet account.

You agree and acknowledge that you are responsible for any fees, charges, or expenses imposed by your financial institution that maintains your Funding Account in connection with any deposit or transfer of



money to or from your Folionet account. Folionet, Apex, and StoneX, reserve the right to accept cash funded from other sources (such as debit accounts) as they may mutually agree and to the extent permitted by applicable law and such cash funding methods may be subject to additional terms and conditions, which will be disclosed to you. Folionet also reserves the right to accept investments funded from other sources or through other means, such as wire transfers and debit cards.

In order to permit sufficient time to ensure that the transfer of assets into your Folionet account has been successfully completed by the financial institution that maintains your bank account, Folionet may wait up to five Business Days after the day Apex or StoneX credits the applicable deposit to your Folionet account in order to generate and place a purchase order for securities. As used herein, "Business Day" means any day on which all banks (or the applicable branch thereof) involved in any transfer of funds are physically open for business during their normal business hours, and specifically excluding any U.S. federal holiday and any day on which any applicable securities exchange is not open during its normal business hours. You hereby acknowledge and agree that, as a result, each deposit or transfer you make generally will not be invested in your Folionet account for up to five Business Days and that such uninvested cash will not be subject to financial gains or losses resulting from movement in market prices during that time period.

You may, subject to the terms and conditions of this Advisory Agreement, fund your Folionet account by initiating or directing a deposit in any whole dollar amount of \$20 or more through the Platform at any time. In addition to one-time deposits, you may elect through the Platform to make recurring deposits in any whole dollar amount of \$20 or more, either on a monthly basis, on a biweekly (every two weeks) basis, or on a weekly basis.

You represent and warrant that none of the money you deposit in your Folionet account is derived from, or will be used to promote the conduct of, any crime or other illegal activity. You agree not to deposit (or direct the deposit of) any money in your Folionet account that comes from, or that will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any money you use for deposits or in any money or securities in your Folionet account other than you or any other individual you have disclosed to Folionet during account opening (including, but not limited to, a beneficiary in the case of a Custodial Account).

## **12.- Orders and Execution**

By signing to the automatic deposit function, you authorize Folionet to withdraw funds from your bank account via ACH and to conduct orders with the executing broker on your behalf and purchase securities already selected for your portfolio for automatic reinvestment.

Cash deposits and securities purchases that have already been initiated by the Platform cannot be cancelled during the process. Folionet combines orders from all users that have been approved and directed to execution in the broker's average price account, and then allocates shares to each Folionet account accordingly (including residuals of fractional shares).

Single stock purchase and sale executions are initiated by you directly through the Platform.

Folionet reserves the right, at any time and without notice, to delay or manage the trading of client orders if Folionet determines it is appropriate and consistent with its obligations under this Advisory Agreement.

## **13.- Withdrawals**

You acknowledge and agree that you can only send funds to an account where you are an account holder, therefore no funds or securities will be sent to a third-party account owner.

At any time, you may request to withdraw funds or securities from your account (see partial shares transfer limitations on this document). Withdrawal of funds can be conducted through an ACH transaction with an account already connected to your Folionet accounts or a wire transfer.

When requesting a withdrawal, you agree to and authorize Folionet to conduct an order with Folionet Financial on your behalf to liquidate or sell the securities in your Folionet account at the time(s) and in amounts calculated by Folionet order management system. Also, Folionet will make its best efforts to sell securities immediately (within the same business day) after your selection to liquidate and/or withdraw. However, due to many factors including markets and liquidity, a transaction may take up to five business days after your request.

You agree and acknowledge that by requesting a wire transfer or an ACH you authorize Folionet to send an instruction to Apex to withdraw the funds from your account in the amount selected (or less if funds available are lower than amount desire to withdraw) and send to your bank. See fee schedule for fees applicable for this type of transactions.

It is important to note that funds cannot be transferred immediately if they are derived from the sale of securities and those have not been properly settled. Securities settlement can take up to 10 business days, however a 2-3 business day period is customary.

When conducting an outgoing transfer of funds or securities, you agree and acknowledge that additional information regarding your account and transfer may be required to process the request. While this information is received, reviewed and processed, further delays can take place. Also, if requested information is not provided in a timely manner, the transfer of funds or securities can be cancelled until information is received.

#### **14. Term and Termination**

You agree and acknowledge that the day your account is opened by Folionet, or thereafter, is when this Advisory Agreement will become effective. The account will open once all requested information is received, reviewed, and approved, and you have received proper online access credentials to the Platform.

Folionet has the right and discretion at any time to close your account, or delay, suspend, limit, restrict and refuse any transaction with or without prior notice to you if it believes that this closing, delay, suspension, limit, restriction or refusal is appropriate. Considerations that will be evaluated, among others, include (but not limited to): (i) compliance or anti-money laundering regulations, (ii) requests from regulators or law enforcement, (iii) late fees or any debt owed to Folionet or affiliates, (iv) any type of technology, operational, compliance issue that may affect our ability to conduct business in the usual course of business, (v) avoid violations of this Advisory Agreement and the Program, (vi) any other reason Folionet deems appropriate to conduct business within the US regulatory framework.

You have the right to close your Folionet account and therefore terminate this Advisory Agreement at any time and for any reason. You will need to contact [support@folionet.com](mailto:support@folionet.com) and express your desire in writing to close your account. The Account closing process will begin once you receive an acknowledgement of your closing account email. Also, Folionet can close your account and therefore terminate this Advisory Agreement at any time and for any reason by sending you a written notice termination to your email on

file send from [support@folionet.com](mailto:support@folionet.com). In addition, accounts not funded after 30 calendar days will be closed.

The termination of your Folionet account(s) will occur as follows:

- If you terminate either this Advisory Agreement or the Customer Agreement, you will be deemed to have simultaneously terminated the other agreement, unless otherwise agreed to by Folionet, Apex, StoneX or Folionet Financial, as applicable;
- If either Folionet or you terminate your Folionet account, Apex and/or StoneX and/or Folionet Financial will, before closing your Folionet account, settle any purchases or sales pending; and,
- If either Folionet or you terminate your Folionet account, Folionet and/or Folionet Financial, and/or Apex and/or StoneX will, before closing your Folionet Account, deduct any unpaid fees, including those owed for ancillary services, including paper delivery of documents, transfer of shares, or physical delivery of shares.

If either Folionet or you request to close your Folionet account, you hereby authorize Folionet to instruct Folionet Financial and/or Apex and/or StoneX to sell all shares in your Folionet account and any distributions generated by such shares following such request, and to send the cash, less any portion of the Folionet Fee or other fees due, to either your address of record, your funding account, or through a wire transfer. Notwithstanding the foregoing, if you explicitly request that shares be transferred to another custodian or broker-dealer, Folionet will instruct Apex or StoneX to transfer, in accordance with your instructions and subject to such new custodian or broker-dealer's policies and procedures with respect to fractional shares, the shares remaining after each of the following are paid for with the proceeds of a sale: (i) any withdrawals pending when the termination notice was received or sent by Folionet; (ii) any unpaid Folionet Fee or portion thereof due; (iii) the fees charged for processing the in-kind transfer to another custodian or broker-dealer; and (iv) any other fees due. You hereby acknowledge that, subject to the terms of the Customer Agreement, you may be required to provide additional instructions to Apex or StoneX in order to obtain your cash or transfer your shares in the event of the termination of your Folionet account.

Upon cancellation or termination of this Advisory Agreement, we may immediately deactivate your user account (which includes the Folionet account) and all related information and/or files in your user account and/or bar any further access to such information and/or files, and our Platform (or part hereof), except as we may otherwise provide from time to time.

Your death or incapacity shall not terminate the authority of Folionet granted herein until Folionet receives written termination notice thereof from your executor, guardian, attorney-in-fact or other authorized legal representative.

### **15.- Representation**

You agree and acknowledge that Folionet is a licensed and registered investment advisor located in the state of Florida. Folionet does not provide legal, accounting, or tax advice, and does offer financial or tax planning. You need to rely on your own representative and request advice from experts including legal counsel and accountant.

Access to tax documents are available through Folionet's Platform where you can download needed information. In case you are unable to get access to your statements, transaction confirmations and tax

documents, you can request copies at [support@folionet.com](mailto:support@folionet.com). You should carefully review your statements, transaction confirmations and tax reports provided by Apex or StoneX regarding tax information.

Taxation of securities is a very complex matter as different tax rules may apply to different individuals and different securities, among others. Furthermore, taxation involving clients who are non-US residents may add complexity and thus an expert is required for tax and legal advice. It's important to discuss this with your legal and tax counsel before opening an account at Folionet.

#### **16.- Fee details**

Folionet charges an account for the services outlined throughout this Advisory Agreement, which includes advisory, clearing services by Apex or StoneX, and the cost to establish and maintain an account. This is called the "Folionet Fee". The amount charged to each individual account is based on its value. The Folionet Fee that applies to an account, if no prior agreement is made between you and Folionet, is detailed below on a yearly basis and will be charged on the entire value of the account.

#### **ASSET MANAGEMENT ADVISORY FEES**

<b>ACCOUNT SIZE</b>	<b>ADVISORY FEE</b>
Starting at \$5,000	1.00%

Folionet Fee is paid in arrears quarterly and billed at the end of the period during which services were provided. The Folionet fee is calculated considering the average daily value of your account for the immediately preceding quarter, or the value of your account at the closing of the prior quarter. There is an exception in the first billing quarter as it is prorated.

Folionet Fee (that is prepaid) may be refunded in case you decide to close your account during the billing period. Prepaid fees will be calculated until account closing day, and the remaining balance will be credited to the account.

Folionet Fee is deducted from the free cash balance in your account. You acknowledge and agree that Folionet, at its sole discretion, may sell securities in your account to generate cash for the Folionet Fee to be covered. Folionet reserves the right to waive or discount fees associated with a Folionet account in its sole discretion. When an account falls to a value below the Folionet Fee amount due, Folionet may sell all securities (if applicable) and collect all cash available in the account.

You acknowledge and authorize Folionet to deduct the Folionet Fee directly from your account and instruct Folionet Financial to sell, if necessary, securities and transfer those funds to pay Folionet under the terms of this agreement. The balance reduction resulting from the lower balance may trigger rebalancing of your account, therefore it is your responsibility to verify such rebalancing is conducted. For your convenience, any deducted fee will be reflected in the account statements provided by Apex or StoneX.

It is your responsibility to pay all applicable fees, including the Folionet Fee, that you may owe in accordance with this Advisory Agreement. It is your responsibility also to have complete and accurate billing and contact information with Folionet. You agree and acknowledge that fees may change from time to time and they will be available in the Brochure and website, and Folionet will notify you via email of

any changes in its fee schedule. Also, you agree to visit the website periodically for any updates on fees applicable to your Folionet account.

The Folionet Fee includes some of the investment expenses that are typically paid by investors, such as: account establishment/maintenance expenses, and investment advisory fees. Expenses that are excluded from the Folionet Fee and for which you are independently responsible, if incurred, are listed on Attachment A, which is attached hereto and incorporated herein by reference as if fully restated herein. The Folionet Fee does not include fees charged by each ETF's managers or other fees and expenses that are reflected in the price of ETF shares. In addition, Folionet, Folionet Financial and/or Apex or StoneX may charge fees in addition to the Folionet Fee for brokerage and ancillary services as disclosed in Attachment A to this Advisory Agreement. In particular, and notwithstanding anything to the contrary in this Advisory Agreement, you agree that, pursuant to the Customer Agreement, if you request the preparation and delivery of paper documents that Folionet, Folionet Financial, and/or Apex or StoneX normally provides in electronic form or that Folionet, Folionet Financial, and/or Apex or StoneX is not required to provide in paper form, Folionet, Folionet Financial, and/or Apex or StoneX may charge additional fees for the preparation and delivery of such paper documents.

From time to time, in their sole discretion, Folionet, Folionet Financial, and/or Apex or StoneX may adjust the amounts or types of fees they charge for ancillary services. Fees for ancillary services will be deducted from one of either your Folionet account or your Funding Account in the same manner as you are charged for the Folionet Fee as described above. You may obtain the current schedule of such fees and services through the website or by contacting Folionet at (305) 432-2290 or by sending an e-mail to [support@folionet.com](mailto:support@folionet.com).

As described above, Folionet Financial may share in certain fees paid by the Client to Apex or StoneX or otherwise (including, without limitation, additional fees for the preparation and delivery of paper documents, account transfers and other services) and may share in certain revenue paid to Apex or StoneX through money market, negative margin balances, or bank sweep programs and/or fully paid for securities lending programs, which may create a conflict of interest for Folionet in performing its services pursuant to this Advisory Agreement.

Unless otherwise stated, the Folionet Fee does not include any direct or indirect local, state, federal, or foreign taxes, levies, duties or similar government assessments of any nature, including value-added, use, or withholding taxes (collectively, "Taxes"). You are responsible for paying all Taxes associated with your Folionet account, excluding taxes based on Folionet's net income, property or mandatory withholding that may apply to non-US account holders for distributions such as dividends or interests. If Folionet and/or Apex or StoneX has the legal obligation to pay or collect taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you, unless you provide Folionet and/or Apex or StoneX with a valid tax exemption certificate authorized by the appropriate taxing authority. When you withdraw money from your Folionet account, Apex or StoneX may reduce the amount of the distribution by the amount of any tax mandatory withholding as required by applicable law.

Notwithstanding the foregoing, Folionet will not be responsible for the accuracy or timeliness of any such withholding effected or remitted by Apex or StoneX and will not be liable to withhold any penalties incurred by you in connection with your obligation to pay taxes associated with your Folionet account. Folionet does not provide tax advice.

## **17.- Non-Exclusive Management**

Folionet does not provide tailored investment advice for each client. Some client profiles could be similar and thus advice could be similar. Any employee of Folionet or its related companies, and third-party providers may hold similar positions for their own account, or for the account of other clients, as Folionet may recommend to any investor.

### **18.- Notices and Communication**

You agree to receive all notices and communications via e-mail and/or physical to the address provided during the account opening process and other selected thereafter requested through the profile section on your Platform and confirmed in writing. You also agree that any notice or communication, whether by email or mailed to the physical address on file, will be treated the same as if it was given personally to you. It is recommended to periodically visit your profile to verify all information is accurate and change immediately if there is new information.

### **19.- Proxies and Legal Proceedings**

Folionet does not provide the service of voting for proxies on behalf of clients and neither does it provide advice related to specific securities held in any of the clients' accounts. Also, Folionet does not provide legal advice with respect to securities held or that may have been held in a client's account, that are subject to any type of legal process.

### **20.- Investment Risks and Risk Acknowledgment**

You acknowledge and agree that Folionet cannot guarantee any specific performance, income, return or profitability regarding any investment strategy provided through the Platform or your own stock selection. Be mindful there are many important risks related to investments at Folionet and thus you are not guaranteed to avoid financial loss through one, several or all your investments.

Folionet does not guarantee that the investment returns, objectives, expectations or targets selected by you and offered through Folionet can be achieved. Also, other objectives such as risk management, mitigation, risk control, targets, may never be achieved. However, Folionet will make its best efforts to obtain those outcomes but cannot guarantee success in its recommendation and on your self-directed investment selections.

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

- Risk of Loss: You must understand that you can lose some or all your investments.
- Risk of performance: You must understand that Folionet cannot guarantee any level of performance, or that you will not bear financial loss.
- Risk of volatility: You must understand that the securities you hold in your account vary in price depending on many factors, including market conditions, sentiment, inflation, politics, interest rate, among others. Your account may suffer large fluctuations in value and can cause loss of principal and/or income on your investments.
- Risk of ETF performance: You must understand that the performance of the ETF may not always reflect exactly the performance of the underlying asset (may be an index or benchmark). ETFs incurred additional expenses and fees that affect their performance therefore it is important to review the ETF prospectus and factsheet before investing.

- Risk of performance. You must understand that past performance of a security or portfolio is not a guarantee of future results.
- Risk of back testing. Folionet from time to time may show back tested performance of suggested investments to highlight returns. These are hypothetical as Folionet did not achieve those results with real investments, or any client, and is making a retroactively developed model of return on a potential investment. You must understand that real results may vary greatly from hypothetical returns presented.
- Risk of projected returns. You must acknowledge that projected returns are hypotheticals and not guarantees of future results. Projections have many limitations and assumptions designed to determine likelihood and probability of specific events and their outcomes. Real performance may vary significantly from suggested investments, not only regarding potential gains, but also avoidance of loss. Investments may not materialize as projected on our models as assumptions may vary greatly during the investment period.
- Opportunity risk. You must acknowledge that by investing at Folionet you may be losing other opportunities to invest where you could potentially obtain a better return and/or profit.
- Not FDIC Insured. You must acknowledge that accounts and investments at Folionet are not guaranteed by the Federal Deposit Insurance Corporation (“FDIC”), a bank, or any government, except for idle cash in the account that is not invested and held at Apex or StoneX’s bank account sweep program and therefore subject to the FDIC coverage limit of \$250,000 per depositor in each insurable capacity (e.g., individual or joint). If you have other deposits within the same bank as Apex or StoneX, certain limits may apply to coverage.
- Accuracy of information: You must acknowledge that the services provided by Folionet rely strongly on your profile information during the Onboarding process or any amendments thereafter, and as such if information provided is incomplete or inaccurate, this could materially impact quality, accurateness and applicability of the investment provided through the Platform. Currently, the Suggested Portfolio is reliant only on information regarding your risk tolerance and time horizon of investment, therefore the scope is limited to potential clients who believe this profile approach is correct for them. If you believe other aspects of your personal profile should be considered and factored in to make an appropriate recommendation to your own situation Folionet will not be the right investment solution for you.
- Technology Risk. You must acknowledge that Folionet and its Platform are highly reliant on technology in order to provide accurate performance and investments suggestions. Failure or malfunction of our algorithms that generate this information may affect performance or suggest investments that may not be suitable for you. Any type of technology malfunction, system failure, data, internet, hosting, viruses, or other events may disrupt services otherwise provided under this agreement.
- Algorithm Risk. You must acknowledge that algorithms developed by Folionet rely on assumptions based upon client information provided through the Platform and other variables. Some or all these assumptions may prove over time to be incorrect, and this may result in significant losses. There are no guarantees that the outcomes or performance obtained on your Folionet account will be the intended result and even may prove to be incorrect over time unable to reach the investment objectives selected.
- Information Risk. You must acknowledge that information displayed on the website, Platform or other means of communications may be time sensitive and as a result may affect recommendations we provide. This information may be affected, among others, by market volatility, and therefore recommendations may be subject to different interpretations when there is a change in market conditions and other factors.

- Data Risk. You must acknowledge that data provided by Folionet, which may be proprietary or obtained from a third-party provider, may not be accurate or free from error.

- Third party provider risk. You must acknowledge that we rely on third parties to provide products and services for our daily operations. We have selected these parties with the belief that they are best providers to us for each product or service they provide, however, there could be errors outside of our control that could compromise the outcome from these third parties and thus affect our ability to perform according to this advisory agreement.

In addition, all these parties can terminate their agreements with Folionet causing important risk to operations and compromising our ability to perform according to this advisory agreement.

- Trading risk. You must acknowledge that for many reasons, including interruptions by Folionet Financial, Apex or StoneX, hardware or software malfunction, or force majeure, trades can be affected, and therefore not executed on a timely basis, or even executed at all.

- Volatility and liquidity risk. You must acknowledge that liquidity and volatility conditions may prevent you from selling, in whole or in part, specific securities, or ever you may be forced to sell them at a significant discount to market value. Also, ETF's net asset values and market values could be severely impacted by volatility and liquidity conditions.

- Mark to market risk. You must acknowledge that the market price and value of the securities held in your portfolio is provided by traded security data and received from a third-party provider. Inaccurate data could affect valuations, and values shown on your Folionet account.

## **21.- Limitation of Liability**

You agree and understand that to the fullest extent allowed by applicable law Folionet and its affiliates and the officers, directors, employees, representatives, successors, assigns, authorized agents and/or its affiliates (collectively, the "Indemnified Persons") will not be liable for:

(i) any loss arising from any action taken or omitted in good faith by Folionet with the degree of care, skill, prudence and diligence that a person acting in a fiduciary capacity would use under the circumstances;

(ii) any loss arising from adhering to your written or oral instructions;

(iii) any act or failure to act by Apex or StoneX of any assets in the Folionet account or any third party, including the ACH Operator and other vendors and contractors;

(iv) any loss arising from any services provided to clients prior to the execution of this Agreement by any person or entity who at the time of the provision of such services was not an Indemnified Person;

(v) the loss or failure or delay in performance of any obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond Folionet's reasonable control, including acts of God, earthquakes, fires, floods, wars, terrorism, hacks, ransomware or DoS attack, 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 Folionet's instructions; or



(vi) any loss that Client a may suffer for any reason whatsoever that is outside the Folionet account or the relationship between the parties. Except where prohibited by applicable law, Folionet and its Indemnified Persons will not be liable for any losses incurred or damages (including but not limited to lost opportunities and lost profits) relating to differences between projected or potential performance and actual results or any service provided by Folionet Financial, Apex or StoneX under the Customer Agreement.

## **22.- Indemnification**

Without limiting any other indemnity provision of this Advisory Agreement, you shall, to the fullest extent allowed by applicable law, indemnify and hold harmless Folionet and its Indemnified Persons from any and all obligations, claims, judgments, losses, damages, liabilities, costs, fees and expenses, including reasonable attorneys' fees, arising out of or relating to: (i) any breach of this Agreement by you, including your failure to provide true, accurate, complete, and current information (including Client Information) or to update Client Information or any misrepresentation or omission made by you in this Agreement; (ii) any use of or access to the Platform and the advisory services provided hereunder; (iii) any direction, instruction or communication you provide with respect to this Advisory Agreement, your Folionet account (including deposits, withdrawals, or transfers of assets to or from such account) or the assets in your Folionet account; or, (iv) any claim brought against any Indemnified Person relating to services provided to Client prior to the execution of this Agreement by any person who at the time of the provision of such services was not an Indemnified Person. This indemnification shall survive the termination of this Agreement, the Client's use of the Platform and the Folionet accounts.

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

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

## **23.- Bank Instructions**

You acknowledge that it is your responsibility to provide correct payment instructions for your Funding Account to Folionet, Apex, StoneX and the ACH Operator when requested in connection with setting up your Folionet account. You agree to be bound by the National Automated Clearing House Association ("NACHA") operating rules and any applicable local ACH operating rules. You acknowledge that mismatched, incorrect, or incomplete identifying information regarding your Funding Account or in payment instructions to make a deposit may result in an ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to you. You agree that Folionet may request and the ACH Operator, Apex or StoneX may make ACH transfers for withdrawals from your Folionet account solely by reference to the account number of the recipient. None of Folionet, its affiliates, Apex, StoneX or the ACH Operator shall be obligated by any provision of this Advisory Agreement or any other agreements governing your participation in a Folionet account to determine whether there is a discrepancy relating to names or account numbers in transfers between your Folionet account and

your Funding Account. You agree to indemnify and hold Folionet, Apex, StoneX and the other Indemnified Persons harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding your Funding Account or in payment instructions for an ACH transfer to make deposits or withdrawals with respect to your Folionet account or Funding Account. You agree that the processing of ACH transfers for deposits or withdrawals may be delayed for five Business Days or longer. If you believe a transfer has not been properly credited to you, you agree to notify Folionet immediately. You agree that money transferred via an ACH transfer may not be reflected in a deposit credited to your Folionet account during periods of ACH processing delays. You agree that, notwithstanding anything to the contrary in this Agreement or the Customer Agreement, neither Folionet nor any of its Indemnified Persons, nor Apex or StoneX, shall be liable for ACH transfers, wire transfer or debit card processing delays, any act or omission of, including without limitation any overdraft or other fee charged by any financial institution, or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from an ACH transfer associated with a deposit is provisional until Apex or StoneX receive payment. Without limiting any other rights of Folionet, Apex or StoneX to delay a withdrawal or deny a request for a withdrawal, Folionet, Apex and StoneX reserve the right to delay or prevent a withdrawal of the proceeds of any deposit pending verification of final payment. If Apex does not receive final payment, or if your Folionet account has been credited by mistake, you authorize Folionet to instruct Apex or StoneX to reverse the credit to your Folionet account or will otherwise reimburse Apex and/or Folionet, as applicable, if assets in your Folionet account are not sufficient, for such final payment or the amount of such erroneous credit, as applicable. If a payment funding a deposit to your Folionet account does not become final, the originator (which is you in the case of a deposit originating in your Funding Account and the holder of money) will not be deemed to have paid you in your Folionet account.

#### **24.- Legal Information**

The federal and state securities laws impose liability under certain circumstances on persons who act in good faith. Consequently, nothing in this Advisory Agreement shall waive or limit any rights that you may have under federal or state securities laws.

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

#### **25.- Entire Agreement, Amendments, and Notice**

You agree that this is the only Advisory Agreement between you and Folionet. This agreement constitutes the entire Advisory Agreement. In accordance with its terms, this agreement may be amended periodically according to the terms and conditions.

According to the electronic signature you executed completing the account opening process and concurrent with this agreement, you acknowledge and agree that any new or amended version of this Advisory Agreement will be posted on the website. You agree to visit this section of the website frequently. If required by law Folionet will provide notices by other means, namely email.

This agreement will not be amended or changed without prior express written consent by Folionet through an authorized officer. Folionet may amend this Advisory Agreement periodically upon notice to you.

Generally, Folionet will notify any amendments to this Advisory Agreement by posting on its website where you can review, print or download; however, it may email you as a courtesy about any changes made.

You acknowledge that by keeping your Folionet account open and without any objection to this advisory agreement and any new versions, you are agreeing to and accepting the amended Advisory Agreement.

Future amendments or modifications to this Advisory Agreement will become effective on the date selected according to the terms and conditions expressed in this document.

## **26.- Governing Law**

This Advisory Agreement will be construed in accordance with the Investment Advisers Act of 1940 ("Advisers Act").

The law of the state of Florida will govern any issue arising of this Advisory Agreement, except to the extent preempted by federal law.

## **27.- Assignment**

Any restructuring, reorganization, or other type of transaction affecting the ownership of Folionet will not be deemed to be an assignment of this Advisory Agreement, so long as any of these mentioned events does not result in a change of actual control or management. Folionet shall not assign its rights or obligations under this Advisory Agreement without your consent, provided however that you will be deemed to have consented to an assignment if you do not object to such assignment within 30 calendar days of being notified through the Platform or by e-mail of any intent of Folionet to assign such rights or obligations.

Also, you agree not to assign your rights or obligations under this Advisory Agreement without the prior express written consent of Folionet.

Any type of assignment of this agreement should be interpreted within the meaning of the Advisor Act.

## **28.- Arbitration**

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

- ALL PARTIES TO THIS ADVISORY 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 ADVISORY AGREEMENT.

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS ADVISORY AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN FOLIONET AND THE CLIENT OR THEIR 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 ADVISORY AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF FOLIONET'S BUSINESS OR THE CLIENT'S INDIVIDUAL ACCOUNT OR FOLIONET 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 FOLIONET'S 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 FOLIONET OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

Notwithstanding the foregoing or anything to the contrary in this Advisory Agreement, in no way shall this Advisory Agreement constitute a waiver or limitation of rights that the Client may have under federal or state securities laws to pursue a remedy by other means if and to the extent such laws guaranty such right to the Client and do not permit the waiver thereof.

### **29.- Delivery of Brochure**

Folionet's brochure ("Brochure") can be found on the website of the Securities and Exchange Commission ([www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)). Also, will be delivered electronically, in person and available on Folionet's website.

The Brochure contains very important information regarding fees, risks, practices, and many other factors, considered essential to review before opening an account. The Brochure could be amended and updated periodically to include new regulation, change in services, fees, among many others.

### **30.- Confidentiality and Privacy**

Folionet agrees to maintain in confidence your personal information provided and thus it is subject to the Privacy Policy which is available on the website. We may share information if required by law or regulators. We may share information with third party providers only if strictly necessary and to the extent permitted by law and in accordance with our Privacy Policy. Our privacy policy may change from time to time and the website will always have the most updated version. Please visit and review this document frequently. There is an exception to this term regarding information that the client has agreed to publicly disclosed.

You acknowledge and agree that Folionet may record and monitor telephone conversations and any communication with its representatives without further notice. Also, you authorize Folionet through its representatives to offer you additional services or customers service reviews by calling, writing, or emailing you to the numbers or addresses you have provided on your profile. At any time you may notify in writing to the [support@folionet.com](mailto:support@folionet.com) email address of your desire to revoke authorization to be contacted for these purposes.

### **31.- Trusted Contact**

You can appoint an adult at least 18 years of age as a Trusted Contact Person (“TCP”) whom we may contact about your Folionet account. A TCP could receive confidential information about your account. Folionet can contact a TCP to confirm your health status, the identity of any legal guardian, executor, trustee, or holder of a power of attorney. We encourage clients to appoint a TCP.

### **32.- Client Information**

“Personal Information” for the purposes of this document shall mean, among other things, all information about you, including your identity, liquidity needs, age, e-mail address, physical address, location, nationality, citizenship, tax residency, financial situation, photo ID (Passport or other government issued ID) or other information about you provided during the Onboarding process or thereafter.

You understand that Folionet relies on the Personal Information you provide during the Onboarding process or anytime you make adjustment to your profile thereafter, to make investment suggestions through the Platform. As a licensed investment advisor, you understand that we share all this information with Folionet Financial, Apex, and StoneX, subject to the terms and conditions of the customer agreement. Folionet Financial, Apex, and StoneX rely on your Personal Information to conduct compliance functions such as CIP (Customer Identification Program), which includes Picture ID verification, name screening and other information against sanctions list, and other reviews for anti-money laundering purposes.

You acknowledge, agree and certify that all the Personal Information you are providing to Folionet is accurate, true, complete, and current. Also, you agree to notify and update Folionet immediately if any section of your Personal Information provided changes. In addition, you certify and warrant that you are not insolvent or have been found by a court or other regulator bankrupt or insolvent through a judicial process or regulatory proceeding.

### **33.- Terms of Use**

You acknowledge receipt of the Terms of Use of Folionet for the online services offered through its Platform. Also, you agree to abide by those terms and conditions while holding your account opened at Folionet.

### **34.- Miscellaneous**

You acknowledge and agree that the services you receive with an investment advisory account at Folionet are sufficient consideration for you to enter into this Advisory Agreement.

You also acknowledge and agree that you shall never use Folionet confidential information, the investment recommendations, and the investment advice for services that may compete directly or indirectly with Folionet, or any of its affiliates or associates.

### **35.- Headings and language**

The headings contained throughout this document are only for descriptive purposes and convenience and shall not be interpreted as to alter the scope of the rights and obligations created by this Advisory Agreement. Terms that have been defined herewith shall have their assigned meanings wherever used throughout the document or any of the agreements governing your relationship with Folionet. Unless otherwise mentioned, the “including” shall be construed as introducing examples of a category without limiting such category and shall therefore be construed as if to express “including but not limited to” or “including without limitation.”

### **36.- Rights Waiver**

You agree and acknowledge that no course of dealing between you and Folionet, nor any delay by Folionet in exercising any rights or remedies outlined in this document, shall constitute or be deemed to be a waiver of any such rights or remedies. In the case of a waiver of such rights or remedies the case shall not be construed as a waiver of any other right or remedy. Right or remedies may be exercised as often as Folionet may at its sole discretion determine, and a waiver granted on one occasion shall not be construed as applying to any other occasion.

### **37.- Client Location**

Folionet is intended for individuals who are U.S. citizens, legal U.S. residents, and non-U.S. residents or citizen living outside the US. Certain country restrictions may apply. You agree and acknowledge that it is your responsibility to ascertain that a Folionet investment advisor account and the investment advisory do not contravene any type of local law or regulations in the jurisdiction where you are located.

For non-US residents or citizens living outside the US, please be mindful that our services are provided as if you were indeed located in the US, and not locally in your country. Folionet does not provide investment advice in any country other than in the US.

### **38.- Law**

You acknowledge and agree that if any provision of any agreement between you and Folionet, including this investment advisory agreement, is held unenforceable or invalid under any law, rule, or administrative or judicial order or decision, that such hold will not alter the validity or enforceability of the remaining provisions of this advisory agreement. In addition, without any limitations, if any section of the Arbitration Agreement contained herein is invalidated, it shall not invalidate the rest of the Arbitration Agreement.

You represent and warrant that no term of this Advisory Agreement conflicts with or violates any duty you have under any law, regulation, or agreement. If this changes, it is your obligation to notify Folionet immediately in writing.

Do not enter into this investment advisory agreement if you seek to be governed by laws or regulations other than the ones in US. Folionet does not provide investment advice in countries other than the US.

**39.- Electronic Signature**

If you want to participate in the Program and have carefully reviewed this Advisory Agreement, including the **Pre-Dispute Arbitration Clause Above**, then please click or tap “Accept and continue.”

## Attachment A

### **Potential Expenses Not Covered by the Folionet Fee**

Below is a list of ancillary fees Clients may incur that are not included in the Folionet Fee. These fees would be incurred based on a Client's request, beyond our control and accordingly excluded from the fees and services covered by the Folionet Fee. Should a Client incur any of these fees, such Client will be responsible for their payment in accordance with the terms and conditions of this Advisory Agreement and such Client's other account opening agreements. This list of fees is the current list of ancillary fees, but we reserve the right to change these fees in the future. Folionet Financial, an affiliate of Folionet, may share (with Apex or StoneX) in a portion of the fees listed below that are paid by the Client, which may create a conflict of interest for Folionet in performing its services pursuant to the Advisory Agreement.

Each trade execution: \$0.00

Bank Transfer (ACH) Incoming – \$0.00

Bank Transfer (ACH) Outgoing- \$0.00

Returned ACH (insufficient funds) – \$25.00 each

ACH Notice of Correction (NOC) Fee – \$5.00 per notice

ACAT (Automated Customer Account Transfer)

ACAT Outgoing – \$75.00 per account

ACAT Incoming – \$0.00

Account-Based:

Electronic Statement & Electronic Trade Confirms – \$0.00

Paper Confirms – \$2.00 per confirm

Paper Account and Tax Statements – \$5.00 per statement

Paper Prospectuses - \$3.00 per prospectus

Escheatment Processing - \$10.00 per account