



ADVISORY AGREEMENT

1) Overview

This advisory agreement (the "Agreement") outlines the terms and conditions under which Graystream LLC dba Graystream Capital ("Graystream", "we", "us", or "our"), an SEC-registered investment adviser, will provide ongoing discretionary investment management services with respect to the assets in the accounts ("Accounts", the "Account") of which you authorize Graystream to manage. This Agreement will become effective, and you will become our client ("Client", "you", or "your"), on the date you sign it.

Before signing the Agreement, please read it carefully and direct any questions to Graystream (connect@graystreamcapital.com). Per the e-Sign agreement you will sign in addition to this document, clicking "Agree" has the same legal effect as accepting a paper copy of this advisory agreement. You acknowledge that the Agreement may be revised periodically. Amended versions of the Agreement will be posted on Graystream's website (www.graystreamcapital.com). You agree to check your email and the website frequently for updated versions of this and other agreements related to the Service. By maintaining your Account or continuing to use the Service without objecting in writing after Graystream uploads a new version of the Agreement to the website, you agree and accept the terms and conditions of any amended versions of the Agreement, including any additional or updated terms and conditions.

2) Account Opening

Graystream will not hold customer funds or assets. Rule 206(4)-2 of the Investment Advisers Act of 1940 requires that client funds and assets are handled by a "qualified custodian" (the "Custodian", or "Custodians"). To engage in the Service, the Client must open an Account with one of our designated Custodians. Graystream primarily conducts the Service using individual taxable accounts which can be created through Alpaca Securities LLC using our web-based or mobile applications ("Platform"). Graystream intends to add support for account types other than individual (Traditional IRAs, Roth IRAs, SEPs, etc.) via its Platform in the future. While we work on integrating these additional account types into our Platform, Graystream will offer its Service for these alternative account types through Altruist Financial LLC. The Client grants permission to Graystream to open an Account on behalf of the Client with a Custodian using the Client's information. The agreements signed when opening an Account will govern the Client's relationship with the designated Custodian. The designated Custodian will provide trade execution, custody, clearing, and settlement services, as well as recordkeeping and reporting services, to you. If the Client has placed a freeze on their personal information and credit, the Client agrees to the temporary lifting of the freeze in order to open an Account(s) with the Custodian. The Client grants permission to use any credit reporting facility or agency report for the Account(s). The Client authorizes Graystream to provide a copy of this Agreement to the designated Custodian (or other securities brokerage company executing transactions on behalf of the Account) as evidence of Graystream's authority to operate for and on behalf of the Account.

3) Account Minimums

Graystream does not impose minimum balances on Accounts nor do our designated Custodians. However, when funding an Account, there may be minimums on the transfer amount depending on the funding type. For certain investing methods, such as margin investing, the Account may need to exceed a minimum asset value. The Client exclusively possesses rights to the Account(s) (i.e. the right to withdraw securities or cash and receive trade confirmations). Client retains voting rights for all proxy securities. Clients may make deposits and withdrawals through the designated Custodian, subject to Graystream's right to terminate accounts. Clients may withdraw assets by notifying Graystream, subject to securities settlement processes and anti-money-laundering holding periods. The portfolios of Graystream are long-term investments; therefore, asset withdrawals may impede investment objectives. The withdrawal of securities could incur fees and/or taxes and decrease investment performance.



4) Account Documents

The Client agrees to access and review documents generated by Graystream or the designated Custodian pertaining to their Account or the Service. Any discrepancy or unauthorized activity must be reported to Graystream and/or the Custodian. Graystream may consider all trade confirmations, account statements, tax forms, invoices or other documents accepted unless otherwise notified within seven (7) days of receipt. Due to the volatile nature of the financial markets, Client is solely responsible for any loss resulting from Client's failure to notify Graystream and/or the Custodian of any discrepancy or unauthorized activity within seven (7) calendar days.

Trade Confirmations

The designated Custodian will generate trade confirmations for transactions that occur in the Client's Account at the end of the day in which the transactions occur. Clients with individual account types will be able to download trade confirmations through our Platform. Otherwise, these documents can be obtained from the designated Custodian's website or mobile application.

Account Statements

The designated Custodian will generate account statements for the Client's Account at the end of each calendar month. Clients with individual account types will be able to download account statements through our Platform. Otherwise, these documents can be obtained from the designated Custodian's website or mobile application.

Tax Forms

The designated Custodian will generate tax statements for the Client's Account at the end of each calendar year. Clients with individual account types will be able to download account statements through our Platform. Otherwise, these documents can be obtained from the designated Custodian's website or mobile application. See "Service Limitations" for more details regarding tax implications.

Invoices

Graystream will provide the Client with a monthly invoice for management fees that are deducted from the Account during the Service. Clients with individual account types will be able to download invoices through our Platform. Otherwise, invoices will be sent to the email address that the Client has provided. See Section 6 ("Fees and Expenses") for more information regarding management fees.

5) Account Corporate Actions

The Client retains the right to vote all proxies for securities held within the Account(s). Graystream is not obligated to vote proxies solicited by or for issuers of securities held in the Account. Graystream will not take action or provide guidance on securities held in the Account that are named in class action lawsuits, bankruptcy, or other legal procedures. Any class action legal actions involving Account securities will be forwarded to the Client by Graystream.

6) Fees and Expenses

Management Fee

All funds and assets that are held in an Account in which Graystream is authorized to manage are subject to a management fee (the "Management Fee") of 1.2% per year (0.1% per month). Lower fees for comparable services may be available from other sources. The Management Fee is prorated and charged monthly, in arrears, based upon the market value of the average daily balance of the Account during the preceding month. For Accounts that utilize margin, the Management Fee will be calculated using the net asset value. The Management Fee is 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. The Client authorizes Graystream to deduct the Management Fee directly from the Account. It is the Client's responsibility to verify the accuracy of the



Management Fee calculation, not the Custodian. If the Client believes they are charged a Management Fee that is inaccurate, they must notify us via email (connect@graystreamcapital.com) or through our Platform. If the Client closes or withdraws all funds from the Account prior to the end of the calendar month when the Management Fee is deducted, they acknowledge that they are still responsible for the payment of any outstanding fees up until that point. Any changes made to the Management Fee will be applicable during the next billing period and the Client will be notified electronically of these changes. The Client acknowledges that the existence of the Management Fee will increase their aggregate costs relative to separately purchasing the financial instruments offered through the Service.

Other Fees

The Client acknowledges that, in addition to individual equity securities and crypto assets, Graystream will invest in exchange-traded funds (ETFs) or their inverse counterparts. As a shareholder in these ETFs, you will be subject to the management fees and other costs associated with the ETFs as disclosed in each ETF's prospectus. These expenses are charged by the ETFs' managers and service providers in the normal course of business and are reflected in the share value of the ETFs. You acknowledge that it is your responsibility to read the applicable prospectuses in connection with your decision to invest. You also understand that trades involving crypto assets will be subject to transaction-based fees imposed by any third-party exchanges associated with the designated Custodian. These third-party exchange fees pertaining to the purchases or sales of crypto assets will be deducted directly from the Account. Additionally, you may incur other costs imposed by the designated Custodian or other third-party financial institutions. These additional costs may include but are not limited to custody fees, wire-transfer fees, ACAT transfer fees, and fees for rejected ACH transfers. All fees mentioned in this section are separate from and in addition to the Management Fee that Graystream charges for the Service.

Performance Fees

Graystream does not charge any fees that are based on the performance of assets held in the Client's Account.

7) Discretionary Authority

The Client appoints Graystream as its investment adviser and grants us limited power-of-attorney with discretionary trading authority to manage and trade the assets in your Account(s). We accept that appointment under the terms and conditions set forth in this Agreement. Graystream will not provide investment advice other than the Services described in this Agreement. You acknowledge that: (1) Graystream will deliver the Services predominantly through its Platform or website (www.graystreamcapital.com) (2) you will not be entitled or able to hold investments in your Account other than the investments selected by Graystream; (3) Graystream is solely responsible for the decision to invest the assets in your Account. You may contact Graystream by email (connect@graystreamcapital.com) or through our Platform regarding technical questions about the Platform. Through our Platform, you will provide us information about yourself (including your income, investment goals, time horizon, net assets, and portfolio preferences). You authorize us, without prior consultation, consent or approval, to give instructions to the designated custodian to implement transactions for the various investment assets that we deem suitable for you. Our authority will include the ability to: (1) buy, sell and trade equity securities; (2) invest in and trade inverse exchange traded funds ("ETFs"); (3) buy, sell and trade crypto assets; (4) implement hedging strategies; (5) rebalance your portfolio daily; and (6) implement all of the above based on Graystream's research and understanding of financial markets using its algorithmic portfolio management model. Graystream reserves the right to change, in its sole discretion from time to time and without prior notice to Clients the securities, crypto assets, and investments made available through the Service that it deems appropriate for addressing the investment objectives, investment time horizons, and risk tolerances of its clients.

Written Notifications and Revocation: This discretionary ability is subject to reasonable written constraints requested by Client and accepted by Graystream. Client may at any time revoke this authorization by writing to Graystream. AGENCY IS NOT AUTHORIZED UNDER THIS AGREEMENT TO TAKE OR POSSESS ACCOUNT ASSETS, NOR TO DIRECT DELIVERY OF SECURITIES OR PAYMENT OF FUNDS TO ITSELF OR ANYONE ELSE. This power of attorney is accompanied by an interest and terminates when this Agreement expires or when Graystream receives written notice of Client's death, disability, or dissolution.



8) Service Limitations

The Client acknowledges that Graystream's Service under the terms of this Agreement is restricted to asset management. You acknowledge that Graystream does not provide: (1) comprehensive financial planning services, and its Service is not a comprehensive investment Service; (2) tax, accounting or legal advice, nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans; and (3) custody of your Graystream Account assets. You are encouraged to consult with your tax advisor regarding any tax consequences related to your Account. The Client agrees to review information available to the Client regarding the securities and crypto assets, as well as the brokerage statements, trade confirmations and tax forms provided by the designated custodian. 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. As soon as these documents are produced, Clients with individual account types will be able to access them through the Platform. Otherwise, these documents can be obtained from the designated Custodian's website or mobile application. The Client and Client's tax advisors are responsible for how investments and the transactions in the Client's Account are reported to the Internal Revenue Service or any other taxing authority. Graystream assumes no responsibility to the Client for the tax consequences of any transaction. Moreover, neither Graystream nor any of its affiliates warrants, represents or otherwise guarantees that an IRA, or any other type of account subject to this Agreement is compliant with the Internal Revenue Code of 1986, as amended (the "Code") in form or function or that any deposits are compliant with the terms of such account or law. Furthermore, neither Graystream nor any of its affiliates is responsible for monitoring your IRA, or any other type of account subject to this Agreement for compliance with the Code or determining your individual tax treatment regarding such account. You understand and agree that the responsibility for the establishment and maintenance of an IRA and such account's compliance with the requirements of the Code, and determining your individual tax treatment regarding such account remains exclusively your responsibility. In addition, you understand and agree that neither Graystream nor any of its affiliates is responsible for withholding any tax penalties that may apply to your IRA, or any other type of account subject to this Agreement or for any state or federal income tax withholding, except as may otherwise be required by applicable law. You understand and agree that you are solely responsible and liable for (1) maintaining and making contributions to, and requesting or taking required minimum distributions from, your IRA; and (2) applying any and all limitations or restrictions applicable to contributions or deposits into, or transfers or withdrawals from, your IRA. Graystream will be responsible for the review and evaluation of your current financial information that you provide to us and will make its investment recommendations based on that information. It is your responsibility to update your information on the Platform and so promptly if there are changes to your financial situation, goals, objectives, personal circumstances, time horizon or if other relevant information changes or becomes available. You are solely responsible for evaluating the merits and risks associated with any investments recommended by Graystream.

9) Client Duties

Prior to signing this Agreement, the Client will complete an onboarding process in which they must provide Graystream with information regarding their identity, financial status, and investment objectives ("Profile"). Graystream's investment recommendations will be influenced by the information in this Profile. It is essential that the Client provide truthful and accurate information as the suitability of Graystream's investment recommendations is contingent on it. It is also the Client's responsibility to keep their Profile up to date to correctly reflect their current situation. This Agreement may be terminated by Graystream based on the information in the Profile. The client commits to maintain a valid e-mail address in their Profile. Graystream may cancel this Agreement if the Client fails to maintain a valid email address. The Client will be reminded monthly via email and in-app notifications to review their Profile and changes can be made using our Platform or can be submitted in writing.

10) Client Funds

Client funds and assets are not held by Graystream. Graystream requires that Client funds and assets be held at one of our designated Custodians. Graystream will assist you in establishing an Account with the Custodian it



selects. The agreements that the Client signs when opening their Account will govern their relationship with the Custodian. At any time throughout the term of this Agreement, Graystream may remove or replace the Custodian. The Custodian will hold the Client's funds and assets, as well as document transactions that occur throughout the duration of the Service. The Client acknowledges that Graystream is not liable for the obligations of the Custodian or any successor custodian, and that Graystream and the Custodian have separate agreements with you allocating separate rights and obligations. Clients recognize that the services they get through the Service are sufficient consideration for them to sign into this Agreement and that it is their obligation to keep their Account in good standing. All investment checks must be made payable to the Custodian and transmitted through their website. The transmission of ACH, wire, or other investment funds to Graystream is prohibited. Graystream is not liable for the Custodian's actions, conduct, or omissions. Graystream may not transfer Client funds or assets under the terms of this Agreement except as expressly permitted. If fees are deductible, Graystream will have restricted custody.

11) Client Data

We mutually agree not to disclose confidential information. Each of us agrees to only use the other's confidential information as specified. You also consent to our privacy practices. The site's Privacy Policy applies to any personally identifiable information you provide. By accepting this Client Agreement, you consent to Graystream's Privacy Policy, which may be modified periodically. Your electronic conversations may be monitored and recorded without further notification by Graystream. You authorize Graystream representatives or affiliated persons to evaluate investment services and other products and services by calling, writing, or emailing you at the phone number(s) and/or email address(es) you provide in connection with your Account, including any additional or updated phone numbers or email addresses. Until you notify Graystream, the prior authorization remains in effect. As required by law, Graystream will not disclose the Client's personal and financial information ("Client Data") to other parties and will take commercially reasonable precautions to protect Client Data from unauthorized access or disclosure. The Client acknowledges receipt of Graystream's Privacy Policy and consents to the collection, use, and sharing of Client Data as described in the Privacy Policy and in this document. Furthermore, you may appoint an adult at least 18 years of age as a trusted contact whom we may contact regarding your Account(s). You agree that we may disclose information about your Account to the trusted in order to address possible wrongful or unauthorized use of your assets or to confirm the specifics of your contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney.

12) Agreement Assignment

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

13) Agreement Authority

You have the full legal power, authority and capacity to enter into this Agreement. You certify that you are of legal age to enter contracts in the state where you live. If this Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform this Agreement in such a capacity. The Client represents that he or she is over 18 years of age and no person shall use or attempt to use the Services unless he or she is over 18. This Agreement constitutes a legal, valid and binding obligation on you with respect to your Account. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Agreement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of our Platform or the designated Custodian's technological infrastructure, including the deposit and

contributions to and withdrawals from your Account, by any person who uses your user ID and password(s), as described in the Terms of Use. You may not share your password(s) with others, and you must notify Graystream immediately if you know or suspect that the confidentiality of your password(s) has been compromised. You are the only person who may use your user ID and password to access our Platform or your Account with a designated Custodian. You represent and warrant that no term of this Agreement conflicts with or violates any duty you have under any law, regulation, or agreement.

14) Agreement Termination

This Agreement becomes effective as of the date it is accepted by Graystream. The date your Graystream Account is opened may or may not be the same effective date of this Agreement. You agree that Graystream and/or any of its affiliates or contractors may suspend the provision of services to you or delay, limit, restrict, or refuse any transaction for you at any time for any length of time without prior notice to you if Graystream believes in good faith that such suspension or delay is necessary or appropriate: (1) to ensure compliance with, or to avoid, violating any law or regulation applicable to Graystream or its affiliates or a transaction relating to the Service; (2) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over Graystream or its affiliates or a transaction relating to the Service; (3) to avoid a loss to Graystream or its affiliates; (4) to remediate or otherwise address problems with technology; (5) due to interruptions in the access to or operation of any technology that Graystream or its affiliates directly or indirectly uses in connection with the Service; (6) to prevent a breach or violation of any term, condition, or other provision of this Agreement; or (7) to obtain from you any additional information that Graystream in its reasonable discretion deems necessary for advisory services to be provided to you pursuant to this Agreement. You may terminate this Agreement at any time by notifying Graystream through our Platform or by via email (connect@graystreamcapital.com). The termination of this Agreement will be effective upon Graystream's receipt of the termination notification. You understand that Graystream may also elect to terminate your Account at any time, for any reason or no reason, in its sole discretion, upon notice to you, by email, by mail or other means of notification via our Platform. To the extent that the advisory relationship is terminated, you understand that all features and privileges associated with the Graystream Account will be cancelled and cease. Termination of this Agreement will not affect (1) the validity of any action previously taken under this Agreement; (2) liabilities or obligations from transactions initiated before termination of this Agreement; or (3) your obligation to pay us fees that have already been earned under this Agreement. If you terminate this Agreement, you will promptly pay us any unpaid but earned fees, as appropriate. If you explicitly request that equity shares be transferred to another custodian or broker-dealer, Graystream will instruct the Custodian 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 equity shares remaining after each of the following are paid for with the proceeds of a sale: (1) any withdrawals pending when the termination notice was received or sent by Graystream; (2) any unpaid fees or portion thereof due; (3) the fees charged for processing the in-kind transfer to another custodian or broker-dealer; and (4) any other fees due. You cannot transfer crypto assets to another wallet; ownership interests in crypto assets must be liquidated in the event of the termination of your Graystream Account. You acknowledge that, if applicable, you may be required to provide additional instructions to the designated Custodian in order to obtain your cash or transfer your equity shares in the event of the termination of your Account. A Client's death, disability or incompetence will not automatically terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice. We will not be responsible for any transfers, payments or other transactions in the Account made at the direction of a former account holder or incapacitated account holder before we actually received and had a reasonable amount of time to act on such official written notice. Following receipt of an official written notice, we may require additional documents and reserve the right to retain the assets in and/or restrict transactions in the Account in our sole discretion. Any former account holder and the estate of any deceased or incapacitated account holder will remain jointly and severally liable for any losses in the Account arising out of or relating to transactions initiated before we actually received and had a reasonable amount of time to act on such official written notice.



15) Investment Risks

You have evaluated the Service and deemed that it is suitable for you, considering all relevant factors, including, your need for investment advice, your risk tolerance and investment experience, your particular financial needs and circumstances, and the fees charged for the Service relative to other types of investment offerings. You understand that, depending on the circumstances, the brokerage and execution services offered through this Service may be available for less money (although without the ongoing advisory services) through a commission-based brokerage account. You acknowledge that your Account is not intended solely as a cash management vehicle. You are aware of and willing to assume the risks involved with investments in your Account as directed by Graystream based on your Profile. You understand that Graystream and its affiliates do not guarantee the future performance of the assets in your Account or any specific level of performance, the success of any investment recommendation or the success of our overall management of your Account. Our investment recommendations are subject to various market, currency, economic, political and business risks. Investment decisions will not always result in profitable outcomes. Investment performance of any kind can never be predicted or guaranteed, and Graystream does not guarantee that you will avoid financial loss. Graystream does not make any guarantee that the investment objectives, expectations or targets described on our Platform will be achieved, including without limitation any risk control, risk management, or return objectives, expectations, or targets. Neither Graystream nor any of its affiliates guarantees the success of any given investment decision or strategy that Graystream may recommend or undertake, or the success of the overall management of your Account through the Service. You may experience losses, including potentially a complete loss of your investment. You acknowledge that you have read the additional risk disclosures on Graystream's website (www.graystreamcapital.com/legal).

16) U.S. Residency

You acknowledge that the Service is intended for natural persons who are citizens or other lawful residents of the U.S. and who are located in the U.S., and that neither Graystream nor its affiliates intend to offer the Service, any securities, or any other products or services outside of the U.S.. You acknowledge that Graystream and its affiliates do not offer the Service to non-resident aliens subject to tax withholding. Neither Graystream nor its affiliates represent or warrant that any aspect of the Service, including information available from Graystream's website and information provided through the Platform, complies with any law or regulation of any jurisdiction outside of the U.S. You represent and warrant that you are a lawful resident of and located in the U.S., you have a valid U.S. residential mailing address, and that you have been lawfully issued by the government of the U.S. the social security number or tax identification number you provided to Graystream when applying for your Account using the account opening functionality through our Platform or the designated Custodian's technological infrastructure.

17) Non-Exclusivity

You acknowledge that Graystream renders investment advice to other clients. We and our affiliates may take the same, similar, or different positions in specific investments for our other clients' and our own accounts, as we do for you. We have no obligation to purchase or sell, or to recommend for purchase or sale, any security or crypto asset which we or our affiliates may purchase or sell for our other clients' and our own accounts. The Client agrees that Graystream 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 the Client's Account.

18) Solicitation

Graystream may, at its discretion, implement a referral Service. You are aware that we can lower or waive fees for Clients who bring us new customers. Existing Graystream Clients who refer new customers may be rewarded. Referrers are not company employees, independent contractors, or agents. Graystream may decrease or waive investment management costs or issue a credit to any existing Client who refers a new customer to Graystream. If the Client engages in referral activities, the Client covenants, represents, and warrants: (1) it is not subject to any disciplinary actions as set forth in Rule 206(4)-3(A)(1)(ii) of the Investment Advisers Act of 1940 and/or any



applicable state law; and (2) it will comply with any reasonable instructions or directions Graystream may provide from time to time. If Client was referred by a friend, family member, or anyone else engaging in referral activities for Graystream, Client acknowledges that it has received documentation outlining the disclosures required by Rule 206(4)-3 of the Investment Advisers Act of 1940 and that such a referral does not constitute an endorsement of Graystream for any purpose.

19) Terms of Use

You acknowledge receipt of the Terms of Use on Graystream's website (www.graystreamcapital.com/legal), which apply to the Platform and your use of the Services offered through the Service contemplated hereunder and agree to adhere to the Terms of Use throughout your participation in the Service.

20) Liability

Graystream will not be liable to the Client for (1) any loss that the Client may suffer by reason of any investment decisions made or other action taken or omitted in good faith by Graystream with a degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (2) any loss arising from Graystream's adherence to Client's written or oral instructions or restrictions; (3) any act or failure to act by the Custodian to which Graystream directs transactions for Accounts, or by any other third-party; (4) 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 Graystream'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 Graystream's instructions; or (5) any indirect, special, incidental, or consequential damages. The Client shall indemnify and defend Graystream and Graystream'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 the Client, the Custodian, or any other third-party selected by Graystream in a commercially reasonable manner or selected by Client. Nothing in this Agreement will waive or limit any rights that you may have under federal and state securities laws for the advisory services you receive under this Agreement.

21) Indemnification

You will defend, indemnify and hold all of the indemnified persons harmless from any and all losses sustained by any indemnified party arising out of or in connection with (1) any breach of this agreement by Client, including your failure to provide true, accurate, complete, and current information or to update information or any misrepresentations or omissions made by you in this Agreement; (2) any use of or access to our Platform and the advisory services provided hereunder, (3) any direction, instruction or communication you provide to us or any other indemnified party in connection this Agreement, your Account (including deposits, withdrawals, or transfers of assets to or from such account) or the assets in your Account or (4) 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 their Account. Without limiting the generality of the foregoing, except where prohibited by applicable law, Graystream and its indemnified persons will not be liable for any indirect, special, incidental, noncompensatory, punitive or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable). If Graystream 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, Graystream or such affiliate shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that Graystream 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 Graystream 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 Graystream or any affiliate receives written notice from a personal representative, executor or administrator purporting to represent your estate, Graystream or such affiliate shall be entitled to rely on all figures supplied and representations made in such written notice if Graystream or such affiliate is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

22) Governing Law

Except to the extent that it is preempted by federal law, the law of the State of Tennessee (without regard for conflicts of law principles) will govern the construction, validity, and administration of this Agreement. However, nothing in this Agreement will be construed contrary to the Advisers Act. This Agreement will be governed by and construed in accordance with the laws of Tennessee. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement will be brought and determined in the appropriate federal or state court in the state in which Graystream's principal office is located at the time and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement. No failure by us to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by you will be deemed to be a waiver of any subsequent breach.

23) Arbitration Agreement

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

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED;
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED;
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD EXCEPT IN VERY LIMITED CIRCUMSTANCES;
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY;
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION; AND
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN GRAYSTREAM AND THE CLIENT OR THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (1) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM, (2) THE RELATIONSHIP OF THE PARTIES HERETO, OR (3) ANY CONTROVERSY ARISING OUT OF GRAYSTREAM'S BUSINESS OR THE CLIENT'S GRAYSTREAM 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 GRAYSTREAM'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 GRAYSTREAM OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

Notwithstanding the foregoing or anything to the contrary in this Agreement, in no way shall this 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.

24) Electronic Communication

Our opening and maintaining your Account is conditioned on your agreement to receive all notices, documents, and other information related to the Account and the Service electronically. You agree that when we send these email notices to you that they constitute delivery to you of the information or documents referred to in the email you provided, even if you do not actually access the information or documents. This consent will be effective immediately and will remain in effect unless revoked by you. You agree to keep a working email address and will update your Profile information immediately if your email address or other contact information changes. If you do not maintain an email address that is working and accessible to us, and we believe we are required to provide you with paper notice or documents of particular matters or actions, and we do so, we may charge you the cost of such delivery. Any notice given to you in connection with this Agreement will be deemed delivered if personally delivered or sent by (1) U.S. mail, certified or registered, or overnight courier, postage prepaid with return receipt request, and addressed, if to you, at the address indicated in your Profile, or (2) electronically to the email address to which your Account communications are sent or (3) posted to the our Platform or Graystream's website (www.graystreamcapital.com).

25) Electronic Signatures

The Client consents and agrees that his or her use of a keypad, mouse or other devices 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 the Client in writing. Further, the 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 Graystream. At the request of Graystream, 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.

BY CLICKING OR TAPPING "AGREE" OR "OPEN ACCOUNT", I AGREE TO ENTER INTO THIS ADVISORY AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.