

# ABBILON CLIENT AGREEMENTS

The following agreement and other documents establish and govern the CLIENT RELATIONSHIP between You (the “Client”) and Abbilon LLC (also known as “Abbilon Investments” and “Wealth Element”).

**TO BECOME A CLIENT OF ABBILON LLC, YOU MUST AGREE TO THE FOLLOWING AGREEMENT AND POLICIES (THE “AGREEMENTS”) AND AGREE TO BE LEGALLY BOUND BY THEIR TERMS AND CONDITIONS:**

- (1) the Advisory Client Agreement between you and Abbilon LLC (“Abbilon”);
- (2) the Customer Brokerage and Custody Agreement between you and Interactive Brokers, Inc. or the Broker-dealer or custodian you designate (hereinafter, “Interactive Brokers” or the “Custodian”); and
- (3) Abbilon’s Privacy Policy.

YOU MUST READ AND CONSIDER THE AGREEMENTS CAREFULLY AND CONTACT ABBILON OR INTERACTIVE BROKERS TO ASK ANY QUESTIONS YOU MAY HAVE BEFORE ENTERING INTO THEM. CLICKING THAT YOU AGREE HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF EACH OF THE AGREEMENTS.

BY CLICKING THAT YOU AGREE DURING THE APPLICATION PROCESS, YOU ACKNOWLEDGE AND AGREE THAT:

- THE AGREEMENTS MAY BE AMENDED FROM TIME TO TIME WITHOUT PRIOR NOTICE OR CONSENT FROM YOU.
- THE AMENDED AGREEMENTS WILL BE AVAILABLE ON THE ABBILON INVESTMENTS’ WEBSITE AT [WWW.ABBILON.COM](http://WWW.ABBILON.COM).
- YOU WILL CHECK THE ABBILON INVESTMENTS’ WEBSITE FOR NEW VERSIONS OF THE AGREEMENTS.
- BY KEEPING YOUR CLIENT ACCOUNT WITH ABBILON OR BY CONTINUING TO USE SERVICES PROVIDED BY ABBILON AND/OR INTERACTIVE BROKERS WITHOUT OBJECTING TO ANY AMENDMENTS OR NEW VERSIONS OF ANY

OF THE AGREEMENTS POSTED ON ABBILON'S WEBSITE, YOU AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS OF ANY AMENDED AGREEMENTS, INCLUDING ANY NEW OR CHANGED TERMS OR CONDITIONS.

- IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THE ADVISORY CLIENT AGREEMENT YOU ARE AGREEING (WITH LIMITED EXCEPTIONS) TO RESOLVE ANY DISPUTE BETWEEN YOU AND ABBILON THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT.

**PLEASE REVIEW CAREFULLY SECTION 18 OF THE ADVISORY CLIENT AGREEMENT FOR DETAILS REGARDING ARBITRATION (INCLUDING THE 2 PROCEDURE TO OPT OUT OF ARBITRATION).**

Further, by clicking that you agree during the application process, you also acknowledge and agree that:

- Two different affiliated entities, Abbilon and Interactive Brokers, will provide you with services pursuant to the Agreements described above.
- Abbilon Investments and Interactive Brokers have separate agreements with you that allocate separate sets of rights and obligations between you and the applicable entity.
- Abbilon is not responsible for the obligations of Interactive Brokers, and Interactive Brokers is not responsible for the obligations of Abbilon.
- Abbilon and Interactive Brokers do not indemnify each other in connection with any of the Agreements.
- Abbilon and Interactive Brokers, may, subject to applicable laws and regulations, engage vendors or other contractors to help Abbilon and Interactive Brokers fulfill their respective duties under the Agreements.
- The services you receive are sufficient consideration for you to enter into the Agreements.
- If you opt-out to any of these Agreements or portions of these Agreements, Abbilon may choose to terminate the Advisory Client Agreement with you, and your account with Interactive Brokers will subsequently be closed.

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# Advisory Client Agreement

Revised March 30, 2019

You (“Client”) and Abbilon LLC, a Delaware limited liability company and an SEC registered investment adviser (also doing business as “Abbilon,” “Abbilon Investments,” and “Wealth Element”), agree to enter into an investment advisory relationship (the “Agreement”) pursuant to which Abbilon shall exclusively manage the assets in account(s) that you establish at Interactive Brokers, LLC (“Interactive Brokers,” and/or any other broker-dealer or custodian designated by you).

This Agreement is effective as of the first day a brokerage account is opened in connection with this Agreement and is ready to receive trading instructions from Abbilon (the “Effective Date”). In consideration of the mutual covenants herein, Client and Abbilon agree as follows:

## 1. Services

Client appoints Abbilon Investments to exclusively manage one or more accounts established and owned by Client at Interactive Brokers (each the “Client Account,” “Abbilon Account” or “Account”). Abbilon shall manage the Accounts in accordance with an investment plan recommended by Abbilon to Client from time to time based on profile information provided by Client (“Investment Profile”), and in accordance with certain additional investment options designated by Client (the “Plan”). Client authorizes Abbilon to supervise and direct the investment and reinvestment of assets in the Client Accounts, with full authority and discretion (without consultation with the Client), on the Client’s behalf and at the Client’s risk, and in accordance with the Client’s Plan, to purchase and sell securities, including but not limited to stocks, exchange traded funds (“ETFs”), mutual funds (including without limitation money market mutual funds as separate investments), and/or similarly traded instruments (collectively “Securities”), as well as to manage cash balances within the Client Accounts. Without in any way limiting the foregoing and for the avoidance of doubt, Client cannot issue individual trading instructions to Abbilon or to Interactive Brokers to purchase and/or sell specific Securities to be executed at particular times.

Abbilon, in its sole and absolute discretion and without any obligation to the Client in each case, may permit Client to restrict the purchase of one or more issuers of Securities in his or her Account. Only Abbilon shall have authority to issue trading instructions to purchase and sell Securities in the Client Accounts that are consistent with the Plan and based on the discretionary authority granted to Abbilon by Client under this Agreement.

Abbilon shall not have any duty or obligation to advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving Securities held in or formerly held in the Account or the issuers of Securities.

Notwithstanding anything in this Agreement to the contrary, Abbilon shall have no authority hereunder to take or have possession of any assets in the Account or to direct delivery of any Securities or payment of any funds held in that Account to itself or to direct any disposition of such Securities or funds, except to Client, as directed by Client, pursuant to valid legal authority, or as provided in Section 8 (entitled "Payment of Fees").

## 2. Representations and Warranties.

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

i. Client has the requisite legal capacity, authority and power to execute, deliver and perform his or her obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by Client and is the legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms. Client's execution of this Agreement and the performance of his or her obligations hereunder do not conflict with or violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise.

If the Client is an entity, the individual trustee, agent, representative or nominee (the "Client Representative") executing this Agreement on behalf of Client has the requisite legal capacity, authority and power to execute, deliver and perform such execution and the obligations under this Agreement as applicable. Specifically, if the Client is a corporation, limited liability company, partnership, or other legal entity that is not an individual, the Client Representative signing this Agreement on such Client's behalf has been authorized to execute this Agreement by appropriate corporate, member or manager, partnership or similar action.

If this Agreement is entered into by a trustee or fiduciary, the trustee or fiduciary has authority to enter into this Agreement on behalf of the Client. The Client has the power and authority to enter into this Agreement and that the services described herein are authorized under the Client's applicable articles, certificate, charter, operating agreement, partnership agreement, plan document, trust or organizational, delegation or formation documents or law. Client will deliver to Abbilon evidence of Client's and Client Representative's authority on Abbilon's request and will promptly notify Abbilon of any change in such authority, including but not limited to an amendment to Client's organizational, delegation or formation documents that changes the information Client provides to Abbilon on opening the Account. Client Representative has the authority to act on behalf of the Account, and Abbilon is entitled to rely upon and may accept such instructions from the Client Representative, which may be limited due to only one Client Representative having log-in privileges to the Account, without any requirement to seek confirmation of instructions from the other Client Representatives.

ii. For Entity Clients: If Client Representative is entering into this Agreement, Client and Client Representative understand and agree that the representations, warranties and agreements made herein are made by Client both: (a) with respect to Client; and (b) with respect to the Client Representative. iii. For Joint Account Clients (With Rights of Survivorship): If Clients are entering into this Agreement with respect to joint Account, Clients understand and agree that the representations, warranties and agreements made herein are made on behalf of all of the joint Account holders and further agree that each (a) is a Client; (b) has the authority to act on behalf of the joint Account and Abbilon is entitled to rely upon and may accept such instructions from any one Client, which may be limited due to only one of the Clients having login privileges to the joint Account, without any requirement to seek confirmation of instructions from the other Client(s); (c) is jointly and severally liable per the terms of this Agreement; and (d) that in the case of death of any of the joint Account Clients, interest in the entire Account shall vest in the surviving account Client(s) under the same terms and conditions of this Agreement and the surviving account Client(s) shall promptly provide Abbilon with written notice thereof and provide any documentation reasonably requested by Abbilon in its management of the Account.

iv. Client is the owner or co-owner of all cash and Securities in the Account, and there are no restrictions on the pledge, hypothecation, transfer, sale or public distribution of such cash or Securities.

v. Client acknowledges that a Plan may include only a single ETF for each asset class within the Plan, with each ETF playing a necessary role in the overall investment strategy and, therefore, Client understands and acknowledges that the Client cannot force exclusions or restrictions of ETFs recommended by Abbilon as part of the Plan.

vi. Client will provide Abbilon with complete, current and accurate information about Client's identity, background, net worth, investing timeframe, other risk considerations, any Securities from which Client may be or become legally restricted from buying or selling, as requested, and other investment accounts, as requested, in the Investment Profile and will promptly update that information as Client's circumstances change.

vii. Client acknowledges that the Abbilon and Interactive Brokers are subject to certain anti-money laundering ("AML") and related provisions under applicable laws, rules and regulations and are otherwise prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitation, specially designated nationals, specially designated narcotics traffickers and other parties subject to United States government or United Nations sanctions and embargo programs (collectively "AML Laws"). Accordingly, Client hereby represents and warrants the following and shall promptly notify Abbilon if any of the following ceases to be true and accurate:

(a) to the best of the Client's knowledge based upon appropriate diligence and investigation, none of the cash or property that the Client has paid or will pay or deposit to Abbilon has been or shall be derived from or related to any activity that is deemed criminal under United States law, nor will any of the Client's payments or deposits to Abbilon directly or indirectly contravene United States federal, state, international or other laws or regulations, including without limitation any AML Laws

(b) no contribution or payment by Client to Abbilon shall cause Abbilon or Interactive Brokers to be in violation of any AML Laws. Client understands and agrees that if at any time it is discovered that any of the representations in this Section 2(a)(vii) are untrue or inaccurate, or

if otherwise required by applicable law or regulation related to money laundering and similar activities, Abbilon may undertake appropriate actions to ensure compliance with applicable law or regulation, including, but not limited to, freezing or forcing a withdrawal of the Client's cash or assets from Abbilon.

viii. Client acknowledges that Abbilon or Interactive Brokers may require further documentation verifying Client's identity or the identity of the Client's beneficial owners, if any, and the source of funds used to make payment or deposit to Abbilon. Client hereby agrees to provide such documentation as may be requested by Abbilon. Furthermore, Client acknowledges and agrees that Abbilon or Interactive Brokers may release confidential information regarding Client and, if applicable, any of Client's beneficial owners, to government authorities, if Abbilon, in its sole discretion, determines after consultation with counsel that releasing such information is in the best interest of Abbilon.

ix. If Client specifically provides a photograph of Client's likeness and/or other personal identifying information to Abbilon for public display, then Client hereby grants permission to Abbilon to use the provided photograph of Client's likeness, Client's name and/or other information, in a commercially reasonable manner on its website [www.Abbilon.com](http://www.Abbilon.com) or its related mobile application (the "Site" or "App"), any related and/or affiliated sites, and in marketing materials now and in the future, until such time as this Agreement is terminated by either party.

Client waives any and all rights to compensation as a result of such use of Client's explicitly provided photograph of Client's likeness, Client's name and/or other information.

x. Client agrees to use Abbilon solely for Client's personal, non-commercial use, and not in connection with any competitive analysis (as determined by Abbilon).

(b) Client understands and agrees that

(A) Abbilon does not guarantee the performance of the Account, is not responsible to Client for any investment losses, and the Account is not insured against loss of income or principal;



(B) there are significant risks associated with investing in Securities, including, but not limited to, the risk that the Account could suffer substantial diminution in value, and this risk applies even when the Account is managed by an investment adviser;

(C) the past performance of any benchmark, market index, ETF, or other Security does not indicate its future performance, and future transactions will be made in different Securities and different economic environments;

(D) Abbilon will cause the Account to invest in Securities substantially in the proportions set forth by the Plan (subject to the profile information received from Client and to various other factors, including without limitation Client deposits or withdrawals, variations in the allocations due to movements in the prices of Securities over time, and revisions of the Plan by Abbilon from time-to-time consistent with Client's profile information);

(E) Abbilon will provide only the specific reviews and restrictions described in this Agreement and will not otherwise review or control such Account; and

(F) there are significant risks associated with any investment program.

i. Client understands and agrees that Abbilon's sole obligation hereunder or otherwise is to manage the Account in accordance with the Plan, and notwithstanding any duty or obligation Client Representative may have to an entity Client, Client has not engaged Abbilon to provide any individual financial planning services.

Client understands and agrees that Abbilon is not responsible for any losses in an Account, as provided in Section 10, and Abbilon may at any time in its sole discretion determine that a Plan may require reallocation of Securities.

ii. Client understands and agrees that the Account will be managed solely by Abbilon based on the information Client has provided to Abbilon. Client further understands that if any of the information Client provides to Abbilon is or becomes incomplete or inaccurate, the Account's activities may not achieve Client's desired investment or tax strategy, the Account may purchase Securities from which Client is restricted from purchasing at that time or the Plan may be inappropriate for Client. An Account's transactions may be executed at approximately

the same time as other client accounts managed by Abbilon in accordance with other clients' investment plan, and if the transactions are large in relation to the trading volume on that particular day, the price may be different than it would be for the execution of a smaller transaction. Client understands and agrees that Abbilon has sole discretion regarding the manner in which transaction orders are placed for the purchase and sale of Securities for the Client Account(s).

Client further understands and agrees that prices of Securities purchased and sold for the Client Account(s) may be less favorable than the prices obtained for the same Securities in similar transactions by other client accounts managed by Abbilon and/or other non-related market participants.

iii. Client understands and agrees that an Account's composition and performance may be different for a variety of reasons from those of any Plan recommendation to a Client. These differences can arise each time the Plan is adjusted or rebalanced, including, but not limited to, the following instances: (A) when the Account is established and the initial Securities positions are established; (B) when Client contributes additional capital to such Account; (C) when Client revises his/her Investment Profile and causes Abbilon to recommend a new Plan or revise the existing Plan; (D) each time the Advisory Fee (described in Section 5) is charged and paid from such Account; and (E) any time Abbilon adjusts its algorithm by which the composition of the Account is maintained as specified for the Plan. On any such adjustment, Abbilon may adjust the Plan in its discretion to approximate the composition specified in the Plan as closely as reasonably practicable based on the conditions at the time.

iv. Client understands and agrees that the prices of Securities purchased or sold for the Account may be less favorable than the prices in similar transactions for other Abbilon Clients for whom Abbilon has designated different Plans.

v. Client understands and agrees that the Account must maintain at all times a minimum balance (\$500 or as otherwise specified by Abbilon on the Site or App) unless the balance drops below the specified minimum due solely to decreases in the values of the Account's Securities and not due to any withdrawals of funds while the balance of the Account met the minimum as provided in this Section 2(b)(vi). Without in any way limiting Abbilon's rights pursuant to Section 12 hereof, if the Account balance falls below the specified minimum, Abbilon may

liquidate the Account holdings, deliver the proceeds of the liquidation to Client, and close the Account.

### 3. Custody

Client has appointed Interactive Brokers as its broker and custodian pursuant to a separate “Customer Brokerage and Custody Agreement.” Abbilon shall not be liable to Client for any act, conduct or omission by the Interactive Brokers and/or the clearing broker in its capacity as broker or custodian. At no time will Abbilon accept, maintain possession or have custodial responsibility for Client’s assets or securities. Client assets and securities will be delivered between Client and the Interactive Brokers only.

### 4. Confidentiality

Except as required by law or requested by regulatory authorities, (a) Abbilon agrees to maintain in strict confidence all of Client’s non-public personal and financial information that Client furnishes to Abbilon, except for information that Client explicitly agrees to share publicly, and (b) Client agrees to maintain in strict confidence all investment advice and other non-public information that Client acquires from Abbilon in connection with the Account. Client agrees that Client shall not use investment recommendations and other confidential information Client receives from Abbilon for any purpose other than managing the Account, including, but not limited to, developing a service that competes with the Site or Abbilon’s services. Client acknowledges receipt of and consents to Abbilon’s Privacy Policy available at [www.Abbilon.com/legal/privacy](http://www.Abbilon.com/legal/privacy).

Client understands, acknowledges, and agrees that they can opt-out of the Abbilon Privacy Policy and certain portions of the Abbilon Privacy Policy at any time; however, if the Client does opt out, Abbilon may choose to terminate this Agreement and related Account(s). Notwithstanding any provisions in this Agreement to the contrary, Abbilon may share Client’s non-public personal and financial information with affiliates of Abbilon in connection with providing and/or enhancing the services provided to Client.

## 5. Advisory Fee

(a) Abbilon specifies the annual fee rate it charges a Client (the “Advisory Fee”) and posts the Advisory Fee on the Client’s Account page on the Site and the App. Fees due shall be calculated by multiplying the Advisory Fee by the net market value of the Account as of the close of trading on the New York Stock Exchange (“NYSE”) (herein, “close of markets”) on such day, or as of the close of markets on the immediately preceding trading day for any day when the NYSE is closed, and then by dividing by 365 (except in any leap year, during which year the amount shall be divided by 366).

Except as provided below, the fees due for each calendar month (consisting of the aggregate of the daily fee for each day in that calendar month) shall be due and payable in arrears no later than the tenth business day of the immediately following calendar month. Abbilon will promptly notify Client of any increase or decrease in the Advisory Fee. An increase in the Advisory Fee will be effective for the Account starting in the next month that begins at least 30 days after Abbilon sends or posts such notice.

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

i. If Client closes the Account, withdraws the entire balance of the Account, or otherwise terminates this Agreement on any date other than the last business day of the month (except under the circumstances covered by Section 5(b)), Client shall pay any outstanding aggregate daily fees for the period from the day immediately following the last day of the last calendar month for which Client has paid, through the effective date of such withdrawal or termination. (b) If, for any reason, Abbilon closes and liquidates all the positions held in the Account, Client will receive the proceeds of the liquidated portion of the Account net of any Advisory Fee due, and this Agreement shall terminate. (c) If, for any reason, there is insufficient cash available in the Account to cover the Advisory Fees at the time they are charged, Abbilon, in its sole discretion, may cause certain Securities in the Account to be liquidated to allow the Advisory Fees to be deducted from the Account. (d) Abbilon reserves the right, in its sole and absolute discretion, to reduce or waive the Advisory Fee for certain Client Accounts for any period of time determined by Abbilon.

In addition, Client agrees that Abbilon may waive its fees for the Accounts of clients other than Client, without notice to Client and without waiving its fees for Client. In exercise of its sole and absolute discretion Abbilon may amend or terminate any reduction or waiver of the Advisory Fee. Abbilon will promptly notify Client of any increase or decrease in the reduction or waiver of the Advisory Fee. A change in the waiver or reduction of the Advisory Fee will be effective for the Account starting in the next month that begins at least 30 days after Abbilon sends or posts such notice.

## 6. Valuation

The assets in the Account will be valued by Interactive Brokers.

## 7. Responsibility for Expenses

Abbilon charges Client the Advisory Fee as provided in Section 5 hereof. Clients may bear additional fees, however, such as fees embedded in the products (including without limitation ETFs or mutual funds) held in the Account. Furthermore, Interactive Brokers may charge Clients additional fees or expenses for optional brokerage services or products.

## 8. Payment of Fees

Abbilon may, in its discretion, either (a) cause the Account to pay to Abbilon any amount owing to Abbilon or Interactive Brokers under this Agreement or (b) bill Client for such amount, in which case Client shall pay such amount to Abbilon within ten (10) days of Client's receipt of such bill. If Abbilon causes the Account to pay Abbilon or Interactive Brokers directly, Abbilon will inform Interactive Brokers of the amount of the Advisory Fee to be paid to Abbilon directly from the Account and notify Client, after the Advisory Fee has been charged, the amount of the Advisory Fee and the net market values of Client's assets on which the Advisory Fee has been based. Notification to Client will be through Client's user account on the Site or by email at the address(es) provided by Client to Abbilon.

## 9. Portfolio Transactions

(a) Abbilon will place orders for the execution of transactions for the Client Account in accordance with Abbilon's Form ADV Part 2 (available at <https://www.Abbilon.com>) as may be amended from time to time. Abbilon shall not have any responsibility for obtaining for the Account the best prices or any particular commission rates.

(b) Client agrees that Abbilon, or any person controlling, controlled by or under common control with Abbilon, may act as broker for both Client and for another person on the other side of any transaction involving funds or Securities in the Account ("Agency Cross Transaction"). Client recognizes that Abbilon or its affiliates may receive commissions, and have a potentially conflicting division of loyalties and responsibilities regarding, both parties to such Agency Cross Transactions.

If Abbilon engages in an Agency Cross Transaction, Abbilon or its designee will send to Client a written confirmation at or before the completion of each such Agency Cross Transaction, which confirmation will include (i) a statement of the nature of such Agency Cross Transaction, (ii) the date such Agency Cross Transaction shall have taken place, (iii) an offer to furnish, on request, the time when such Agency Cross Transaction shall have taken place, and (iv) the source and amount of any other remuneration received or to be received by Abbilon or any of its affiliates in connection with such Agency Cross Transaction. Abbilon shall also send to Client, at least annually, a written statement identifying the total amount of such Agency Cross Transactions during the period included in the statement, and the total commissions or other remuneration received or to be received by Abbilon or any of its affiliates in connection with such Agency Cross Transaction included in the statement.

The consent to Agency Cross Transactions set forth in this Section may be revoked by Client at any time by notifying Abbilon in writing.

## 10. Limitation of Liability and Indemnification

(a) To the extent permitted under applicable law, Client understands and agrees that Abbilon will not be liable to Client for any losses, expenses, damages, liabilities, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and

costs and expenses relating to investigating or defending any demands, charges and claims) (collectively, "Losses") incurred by Client with respect to any Accounts, except to the extent that such Losses are actual losses of the Client proven with reasonable certainty and are the direct result of an act or omission taken or omitted by the Adviser during the term of this Agreement which constitutes willful misfeasance, bad faith or gross negligence under this Agreement.

Without limitation, Abbilon shall not be liable for Losses resulting from or in any way arising out of (i) any action of the Client or its previous advisers or other agents, (ii) force majeure or other events beyond the control of Abbilon, including without limitation any failure, default or delay in performance resulting from computer or other electronic or mechanical equipment failure, unauthorized access, strikes, failure of common carrier or utility systems, severe weather or breakdown in communications not reasonably within the control of Abbilon or other causes commonly known as "acts of god", or (iii) general market conditions unrelated to any violation of this Agreement by Abbilon.

(b) Client (and in addition, for entity accounts, Client Representative) shall reimburse, indemnify, defend and hold harmless Abbilon, its affiliates and their directors, officers, shareholders, employees and any person controlled by or controlling Abbilon from and against any and all Losses relating to this Agreement or the Account arising out of any misrepresentations or act or omissions or alleged act or omission on the part of the Client (or Client Representatives) or previous advisers or the custodian or any of their agents, except if such Losses are the direct result of Abbilon' willful misfeasance, bad faith or gross negligence in the performance of Abbilon' duties or by reason of Abbilon' reckless disregard of its obligations and duties hereunder. In addition to the above indemnities, for entity Clients, the Client Representative shall further indemnify and defend Abbilon and Abbilon' 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, resulting from or in connection to Client's assertion of Client Representative's lack of proper authorization from Client to enter into this Agreement.

Notwithstanding anything in this Section 10 or otherwise in this Agreement to the contrary, nothing herein shall constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws, which rights may arise even if Abbilon's

recommendation or other act or failure to act hereunder does not constitute willful misfeasance, bad faith or gross negligence in the performance of 10 Abbilon' duties or by reason of Abbilon's reckless disregard of its obligations and duties hereunder.

## 11. Proxies

Client hereby gives Abbilon the authority to vote proxies for securities held in Client Accounts pursuant to Abbilon' written policies and procedures, as outlined in Abbilon' Form ADV Part 2. Abbilon will be responsible for voting all proxies with respect to securities held in Client Accounts and will keep required records regarding this activity.

## 12. Termination; Withdrawals

This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by Client to Abbilon through the Site and by Abbilon to Client through the primary email address in Client's Account Application as Client shall update from time to time. Client may withdraw all or part of the Account by notifying Abbilon at any time provided that all partial withdrawals comply with Abbilon' required Account minimums as posted on the Site and updated from time to time, unless Abbilon otherwise consents in advance. Client's withdrawal of all of the Account under this Agreement, or Client's withdrawal that results in an Account balance below the minimum as provided in Section 2(b)(vi) hereof will terminate this Agreement.

Upon termination of this Agreement, Sections 8 (only as to fees accruing prior to termination), 10, 15, and 17 through 23 shall survive such termination. Client understands and agrees that upon termination of this Agreement Abbilon may determine to liquidate immediately all holdings in the Plan and the Account, and subject to Section 10 hereof, Abbilon shall not be liable to Client to any consequences of such liquidation.

## 13. Account Statements

Client will receive account statements via electronic delivery from Interactive Brokers, which are the official records of the Account. Abbilon may also provide information about the Account from time to time.



## 14. Independent Contractor

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

## 15. Assignment

Abbilon may not assign this Agreement without the prior consent of Client or the consent of any additional authorized signatories on behalf of Client, if such consent is required under the Investment Advisers Act of 1940, as amended. In the event of an assignment by Abbilon, Abbilon shall request any required consent(s) of Client within a specified reasonable time (which shall not be less than thirty (30) days). If Client does not respond to such request within the time specified, Abbilon shall inform Client that the proposed assignee will continue the advisory services of Abbilon for a specified reasonable time (which shall not be less than thirty (30) days), and if Client does not respond to such second notice from Abbilon, Client's continued acceptance of investment management services from the proposed assignee shall constitute Client's consent(s) to the assignment. This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

## 16. Delivery of Information

Client acknowledges electronic delivery of Abbilon's brochure that would be required to be delivered under the Advisers Act (including the information in Part 2 of Abbilon' Form ADV), which is available on the Site and the App and provided here by link:

[https://www.Abbilon.com/form\\_adv\\_part\\_2.pdf](https://www.Abbilon.com/form_adv_part_2.pdf)

On written request by Client, Abbilon agrees to annually deliver electronically, without charge, Abbilon's brochure required by the Advisers Act.

## 17. Governing Law

This Agreement shall be governed exclusively by and construed and interpreted in accordance with the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the Commonwealth of Massachusetts, excluding its provisions on conflicts or choice of laws. Except

as otherwise expressly set forth in Section 18 of this Agreement below, any legal action or proceeding arising under this Agreement shall be brought exclusively in courts located in Boston Massachusetts, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

## 18. Arbitration

Any dispute, claim or controversy arising out of or relating to the advisory services provided by Abbilon, this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate (each a “Dispute”), shall be resolved solely by binding, individual arbitration rather than a class, representative or consolidated action or proceeding. You and Abbilon each further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Agreement, and that each party is waiving the right to a trial by jury or to participate in a class action.

This arbitration provision shall survive termination of this Agreement.

### (a) Exceptions and Opt-Out.

As limited exceptions to mandatory arbitration as set forth in this Section 18 of this Agreement: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) the parties each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. In addition, you will retain the right to opt out of arbitration entirely and litigate any Dispute if you provide us with written notice of your desire to do so by email at [support@Abbilon.com](mailto:support@Abbilon.com) or by regular mail at Abbilon Adviser’s physical address within thirty (30) days following the date you first agree to the terms of this Agreement.

### (b) Conducting Arbitration and Arbitration Rules.

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Agreement. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and

give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in Suffolk County, Massachusetts, unless the parties both agree in writing to a different location.

You and Abbilon agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of the terms of this Agreement.

(c) Arbitration Costs.

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(d) Effect of Changes on Arbitration.

Notwithstanding anything in this Agreement, if Abbilon changes any of the terms of this Section 18 after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you may reject any such change by sending us written notice (including by email to [support@Abbilon.com](mailto:support@Abbilon.com)) within 30 days of the date such change became effective, as indicated in the "Effective Date" above or in the date of Abbilon's email to you notifying you of such change.

By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Abbilon in accordance with the terms of this Section 18 as of the date you first accepted the terms of this Agreement (or accepted any subsequent changes, supplements or amendments to this Agreement).

(e) Class Action Waiver.

YOU AND ABBILON AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A 12

PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if our Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If any of the specific provisions within this Section 18 are found to be unenforceable, the remainder of this Section 18 shall not be affected thereby and, to this extent, the provisions of this Section 18 shall be deemed to be severable.

## 19. Notices

All notices and communications under this Agreement must be made through the Site or by email.

Abbilon's contact information for this purpose is support@Abbilon.com, and Client's contact information for this purpose is contained in Client's user account on the Site and the primary email address(es) in Client's Account Application as Client shall update from time to time.

## 20. Severability and Amendment

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof. Client acknowledges that Abbilon may amend this Agreement from time to time, which amendment(s) will become effective and applicable to Client when published on Abbilon' website or otherwise made available to Clients (except as provided in Section 5(a)) and shall govern the relationship between the Client and Abbilon during the entire term of this Agreement. Client acknowledges that Client will be responsible for checking Abbilon' website periodically for such amendment(s) to this Agreement.

## 21. Waiver or Modification

Abbilon's waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall Abbilon' waiver or modification granted on one occasion be construed as applying to any other occasion.

## 22. Entire Agreement

This Agreement, together with the Brokerage Agreement, is the entire agreement of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements and understandings (including without limitation any and all preexisting client account agreements, which are hereby cancelled). However, the parties may choose to enter into separate agreements between them regarding different subject matters or investment programs.

## 23. No Third-Party Beneficiaries

Neither party intends for this Agreement to benefit any third party not expressly named in this Agreement.

## 24. Death, Disability, or Divorce

If a Client is an individual, the Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement. However, the Client's executor, guardian or attorney-in-fact may terminate this Agreement by giving written notice to Abbilon. In the event that Client is a joint Account, both Account holders agree that if the Account ever becomes the subject of a dispute between Account holders, and Abbilon becomes aware of the dispute, Abbilon may refuse to disburse or allow for the termination of this Agreement without the consent of both joint Account holders.

Further, both Account holders agree that in the event that one Account holder provides instructions to Abbilon, even if the instructions are to terminate the Agreement and disburse all funds from the Account to one of the Account holders, Abbilon may do so without the permission of the other Account holder and will have no liability to either Account holder.