

Arta Finance Wealth Management LLC

Investment Management Agreement

Revision date: April 2023

You ("Client") and Arta Finance Wealth Management LLC, a Delaware limited liability company and an SEC-registered investment adviser ("Arta Finance Wealth Management"), agree to enter into an investment advisory relationship (the "Agreement") pursuant to which Arta Finance Wealth Management shall exclusively manage the assets in certain account(s) that you establish at Pershing Advisor Solutions LLC ("PAS"). This Agreement is effective as of the first day a brokerage account is opened in connection with this Agreement (the "Effective Date"). In consideration of the mutual covenants herein, Client and Arta Finance Wealth Management agree as follows:

1. Services

Client appoints Arta Finance Wealth Management to exclusively manage one or more accounts established and owned by Client at PAS (each a "Managed Account"). In addition to the Managed Accounts, PAS will also open one or more self-directed brokerage accounts that will hold Client's assets that have not been deployed by Client to a Managed Account and allow Client to place self-directed trades (each a "Self-Directed Account"). You understand and agree that Self-Directed Accounts will receive no investment advice from Arta Finance Wealth Management. Arta Finance Wealth Management shall manage the Managed Accounts in accordance with an investment plan recommended by Arta Finance Wealth Management 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 Arta Finance Wealth Management to supervise and direct the investment and reinvestment of assets in the Managed 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 from the Plan), options contracts, and/or similarly traded instruments (collectively "Securities"), as well as to manage cash balances within the Managed Accounts. Without in any way limiting the foregoing and for the avoidance of doubt, Client cannot issue individual trading instructions to Arta Finance Wealth Management or to PAS to purchase and/or sell specific Securities to be executed at particular times in the Managed Accounts. However, Arta Finance Wealth Management, 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 Managed Account. Only Arta Finance Wealth Management shall have authority to issue trading instructions to purchase and sell Securities in the Managed Accounts based on the discretionary authority granted to Arta Finance Wealth Management by Client under this Agreement. Arta Finance Wealth Management 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 Managed Account, or involving the issuers of such Securities.

Arta Finance Wealth Management shall have no authority or obligation to advise or manage the assets held in any Self-Directed Account, and Client understands and agrees that they are solely responsible for any trading or other activity in any Self-Directed Account. Without limiting the foregoing, Client expressly agrees and understands that they must transfer assets from a Self-Directed Account to a Managed Account before Arta Finance Wealth Management will provide any investment advice relating to the assets.

If Client qualifies, Arta Finance Wealth Management may provide Client with access to certain private placement funds through its website and/or mobile application ("Alternative Investments"). To purchase Alternative Investments, Client must follow the instructions to transfer eligible funds from a Self-Directed Account or from a third-party bank account in Client's name. Client agrees to not purchase Alternative Investments unless and until Client has received, reviewed, and understands the private placement memorandum or other offering documents provided during the purchase or subscription process. Client acknowledges and agrees that Arta Finance approves and recommends funds at the platform level but not for any specific client's situation. Client agrees to only invest in any Alternative Investments at a time and amount (subject to relevant investment minimums) that makes sense for Client based on Client's risk tolerance, liquidity needs, and financial situation. Any investment in an Alternative Investments is at Client's sole discretion.

Notwithstanding anything in this Agreement to the contrary, Arta Finance Wealth Management shall have no authority hereunder to take or have possession of any assets in any Managed Account or Self-Directed Account (collectively, "Account" or "Client Account") or to direct delivery of any Securities or payment of any funds held in any 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 Arta Finance Wealth Management and agrees with Arta Finance Wealth Management 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 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. Upon Arta Finance Wealth Management's request, Client will deliver to Arta Finance Wealth Management evidence of Client's and Client Representative's authority. Client will promptly notify Arta Finance Wealth Management 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 provided to Arta Finance Wealth Management at the time Client opened the Account. Client Representative has the authority to act on behalf of the Account, and Arta Finance Wealth Management is entitled to rely upon and may accept such instructions from the Client Representative. Client and Client Representative acknowledge that the manner in which such instructions are provided may be limited, for example, where only one Client Representative has log-in privileges to the Account, and that Arta Finance Wealth Management shall not be required or expected to seek confirmation of instructions from any 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 a joint Account, Client understands and agrees that the representations, warranties and agreements made herein are made on behalf of all of the joint Account holders and further agrees that each (a) is a Client; (b) has the authority to act on behalf of the joint Account and Arta Finance Wealth Management 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, and that Arta Finance Wealth Management shall not be required or expected to seek confirmation of, or consent to execute, instructions from any other Client(s); (c) is jointly and severally liable for performance of 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 Arta Finance Wealth Management with written notice thereof and any documentation reasonably requested by Arta Finance Wealth Management 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 Arta Finance Wealth Management as part of the Plan.

vi. Client will provide Arta Finance Wealth Management 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 and other investment accounts in the Investment Profile and will promptly update that information as Client's circumstances change.

vii. Client also understands that Client must have access to a mobile phone capable of receiving SMS text message communications in order to create and maintain an Account.

viii. Client acknowledges that the Arta Finance Wealth Management and PAS 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 Arta Finance Wealth Management 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 Arta Finance Wealth Management 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 Arta Finance Wealth Management directly or indirectly contravene United States federal, state, international or other laws or regulations, including without limitation any AML Laws and (b) no contribution or payment by, or on behalf of, Client to Arta Finance Wealth Management shall cause Arta Finance Wealth Management or PAS 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)(viii) are untrue or inaccurate, or if otherwise required by applicable law or regulation related to money laundering and similar activities, Arta Finance Wealth Management 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 Arta Finance Wealth Management. Client further understands and agrees that Client's access to products and services may be restricted while in certain foreign countries or territories, in accordance with AML Laws.

ix. Client acknowledges that Arta Finance Wealth Management or PAS 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 Arta Finance Wealth Management. Client hereby agrees to provide such documentation as may be requested by Arta Finance Wealth Management. Furthermore, Client acknowledges and agrees that Arta Finance Wealth Management and PAS may release confidential information regarding Client and, if applicable, any of Client's beneficial owners, to government authorities, if Arta Finance Wealth Management, in its sole discretion, determines after consultation with counsel that releasing such information is in the best interest of Arta Finance Wealth Management.

x. If Client specifically provides a photograph of Client's likeness and/or other personal identifying information to Arta Finance Wealth Management for the purpose of public display, then Client hereby grants permission to Arta Finance Wealth Management to use the provided photograph of Client's likeness, Client's name and/or other personal information, in a commercially reasonable manner on its website www.artafinance.com (the "Site") or its related mobile application (the "App"), on 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.

xi. Client understands and acknowledges that Arta Finance Wealth Management can only take instructions from Client and cannot accept instructions provided to Arta Finance Wealth Management by any third-party pursuant to a power-of-attorney document or any other document.

xii. Client agrees to use Arta Finance Wealth Management solely for Client's personal, non-commercial use, and not in connection with any competitive analysis (as determined by Arta Finance Wealth Management).

(b) Client understands and agrees that (A) Arta Finance Wealth Management does not guarantee the performance of the Account and is not responsible to Client for any investment losses,

(B) the Account is not insured against loss of income or principal; (C) 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; (D) 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; (E) Arta Finance Wealth Management will cause the Managed 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, revisions of the Plan by Arta Finance Wealth Management from time-to-time consistent with Client's profile information, and Client's elections); (F) Arta Finance Wealth Management will provide only the specific reviews and restrictions described in this Agreement and will not otherwise review or control such Account; (G) there are significant risks associated with any investment program; and (H) Arta Finance Wealth Management may periodically halt trading in any Managed Account due to macroeconomic conditions, system updates or circumstances beyond Arta Finance Wealth Management's control.

i. Client understands and agrees that Arta Finance Wealth Management' sole obligation hereunder or otherwise is to manage the Managed Account in accordance with the Plan, and notwithstanding any duty or obligation Client Representative may have to an entity Client, Client has not engaged Arta Finance Wealth Management to provide any individual financial planning services. Client understands and agrees that Arta Finance Wealth Management is not responsible for any losses in any Account, as provided in Section 10, and Arta Finance Wealth Management may at any time in its sole discretion determine that a Plan may require reallocation of Securities.

ii. Client understands and agrees that the Managed Account will be managed solely by Arta Finance Wealth Management based on the information Client has provided to Arta Finance Wealth Management. Client further understands that if any of the information Client provides to Arta Finance Wealth Management is or becomes incomplete or inaccurate, the Managed Account's activities may not achieve Client's desired investment or tax strategy, and the Managed Account may purchase Securities from which Client is restricted from purchasing at that time or the Plan may otherwise be inappropriate for Client. A Managed Account's transactions may be executed at approximately the same time as transactions in other client accounts managed by Arta Finance Wealth Management 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 Arta Finance Wealth Management has sole discretion regarding the manner in which transaction orders are placed for the purchase and sale of Securities for the Managed Account(s). Client further understands and agrees that prices of Securities purchased and sold for the Managed Account(s) may be less favorable than the prices obtained for the same

Securities in similar transactions by other client accounts managed by Arta Finance Wealth Management and/or other non-related market participants.

iii. Client understands and agrees that a Managed 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 Managed Account is established and the initial Securities positions are established; (B) when Client contributes additional capital to such Managed Account; (C) when Client revises the Investment Profile, makes any elections or changes to their allocations, or takes any other action that causes Arta Finance Wealth Management to recommend a new Plan or revise the existing Plan; (D) each time the Advisory Fee (described in Section 5 of this Agreement) is charged and paid from such Managed Account; and (E) any time Arta Finance Wealth Management adjusts its algorithm by which the composition of the Managed Account is maintained as specified for the Plan. On any such adjustment, Arta Finance Wealth Management 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 Managed Account may be less favorable than the prices in similar transactions for other Arta Finance Wealth Management Clients for whom Arta Finance Wealth Management has designated different Plans.

v. Client understands and agrees that the Managed Account must maintain at all times a minimum balance (\$500 or as otherwise specified by Arta Finance Wealth Management 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 Managed Account met the minimum as provided in this Section 2(b)(v). Without in any way limiting Arta Finance Wealth Management's rights pursuant to Section 12 hereof, if the Account balance falls below the specified minimum, Arta Finance Wealth Management may liquidate the Managed Account holdings, deliver the proceeds of the liquidation to Client or Client's Self-Directed Account, and close the Managed Account.

3. Custody

Client has appointed PAS as its broker and custodian pursuant to a separate "Account Application and Agreement". Arta Finance Wealth Management shall not be liable to Client for any act, conduct or omission by PAS in its capacity as broker or custodian. At no time will Arta Finance Wealth Management accept, maintain possession, or have custodial responsibility for Client's assets or securities. Client assets and securities will be delivered between Client and PAS only.

4. Confidentiality

Except as required by law or requested by regulatory authorities, (a) Arta Finance Wealth Management agrees to maintain in strict confidence all of Client's non-public personal and financial information that Client furnishes to Arta Finance Wealth Management, 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 Arta Finance Wealth Management in connection with the Account. Client agrees that Client shall not use investment recommendations and other confidential information Client receives from Arta Finance Wealth Management for any purpose other than managing the Account, including, but not limited to, developing a service that competes with the Site or Arta Finance Wealth Management's services. Client acknowledges receipt of and consents to Arta Finance Wealth Management's Privacy Policy available at <https://artafinance.com/privacy-notice/>. Client understands, acknowledges, and agrees that Client can opt-out certain portions of the Arta Finance Wealth Management Privacy Policy at any time; however, if the Client does opt out, Arta Finance Wealth Management may choose to terminate this Agreement and related Account(s). Notwithstanding any provisions in this Agreement to the contrary, Arta Finance Wealth Management may share Client's non-public personal and financial information with affiliates of Arta Finance Wealth Management in connection with providing and/or enhancing the services provided to Client.

5. Advisory Fee

(a) Arta Finance Wealth Management specifies the annual fee rate it charges a Client (the "Advisory Fee") and posts the Advisory Fee on the Client's Managed Account page on the Site and the App. Assets in the Self-Directed Account are not included in the calculation of the Advisory Fee. Fees due shall be calculated by multiplying the Advisory Fee by the net market value of the Managed 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. Arta Finance Wealth Management will promptly notify Client of any increase or decrease in the Advisory Fee. An increase in the Advisory Fee will be effective for the Managed Account starting in the next month that begins at least 30 days after Arta Finance Wealth Management sends or posts such notice. A reduction in the Advisory Fee will be effective for the Managed Account starting in the next month following its reduction.

- i. If Client closes the Managed Account, withdraws the entire balance of the Managed 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, Arta Finance Wealth Management closes and liquidates all the positions held in the Managed 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 Managed Account to cover the Advisory Fees at the time they are charged, Arta Finance Wealth Management, in its sole discretion, may cause certain Securities in the Account to be liquidated to allow the Advisory Fee to be deducted from the Account. Further, Client expressly agrees that Arta Finance Wealth Management may, in its sole discretion, alternatively instruct PAS to deduct the Advisory Fees from any Self-Directed Account.

(d) Arta Finance Wealth Management reserves the right, in its sole and absolute discretion, to reduce or waive the Advisory Fee for certain Managed Accounts for any period of time determined by Arta Finance Wealth Management. In addition, Client agrees that Arta Finance Wealth Management 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 Arta Finance Wealth Management may amend or terminate any reduction or waiver of the Advisory Fee. Arta Finance Wealth Management 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 Arta Finance Wealth Management sends or posts such notice.

6. Valuation

The assets in the Account will be valued by PAS.

7. Responsibility for Expenses

Arta Finance Wealth Management charges Client the Advisory Fee as provided in Section 5. 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, PAS may charge Clients additional fees or expenses for optional brokerage services or products.

8. Payment of Fees

Arta Finance Wealth Management may, in its discretion, either (a) cause the Account to pay to Arta Finance Wealth Management any amount owing to Arta Finance Wealth Management or PAS under this Agreement or (b) bill Client for such amount, in which case Client shall pay such amount to Arta Finance Wealth Management within ten (10) days of Client's receipt of such bill. If Arta Finance Wealth Management causes the Account to pay Arta Finance Wealth Management or PAS directly, Arta

Finance Wealth Management will inform PAS of the amount of the Advisory Fee to be paid to Arta Finance Wealth Management 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, the App, or by email at the address(es) provided by Client to Arta Finance Wealth Management.

9. Portfolio Transactions

(a) Arta Finance Wealth Management' will place orders for the execution of transactions for the Managed Account in accordance with Arta Finance Wealth Management's Form ADV Part 2 (available at [https://artafinance.com/documents/Arta%20Form%20ADV%20Part%202A%20\(10.10.22\).pdf](https://artafinance.com/documents/Arta%20Form%20ADV%20Part%202A%20(10.10.22).pdf)) as may be amended from time to time. Arta Finance Wealth Management shall not have any responsibility for obtaining for the Managed Account the best prices or any particular commission rates.

10. Limitation of Liability and Indemnification

(a) To the extent permitted under applicable law, Client understands and agrees that Arta Finance Wealth Management 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 Arta Finance Wealth Management during the term of this Agreement which constitutes willful misfeasance, bad faith or gross negligence under this Agreement. Without limitation, Arta Finance Wealth Management 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 Arta Finance Wealth Management, 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 Arta Finance Wealth Management or other causes commonly known as "acts of god", or (iii) general market conditions unrelated to any violation of this Agreement by Arta Finance Wealth Management.

(b) Client (and in addition, for entity accounts, Client Representative) shall reimburse, indemnify, defend and hold harmless Arta Finance Wealth Management, its affiliates and their directors, officers, shareholders, employees and any person controlled by or controlling Arta Finance Wealth Management 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 Arta Finance Wealth Management' willful misfeasance, bad faith or gross negligence in the performance of Arta Finance Wealth Management' duties or by reason of Arta Finance Wealth Management' 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 Arta Finance Wealth Management and Arta Finance Wealth Management' directors, officers, shareholders, employees and affiliates ("Indemnified Persons") 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 Arta Finance Wealth Management's recommendation or other act or failure to act hereunder does not constitute willful misfeasance, bad faith or gross negligence in the performance of Arta Finance Wealth Management's duties or by reason of Arta Finance Wealth Management's reckless disregard of its obligations and duties hereunder.

11. Proxies

Client hereby acknowledges and agrees that Arta Finance Wealth Management will not have the authority to and will not vote any proxies for securities held in Client Accounts, and that such proxy materials received by Arta Finance Wealth Management will be forwarded to Client by Arta Finance Wealth Management, PAS, or a service provider.

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 Arta Finance Wealth Management through the Site and by Arta Finance Wealth Management 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 Arta Finance Wealth Management at any time provided that all partial withdrawals comply with Arta Finance Wealth Management's required Account minimums as posted on the Site and updated from time to time, unless Arta Finance Wealth Management 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)(v) hereof will terminate this Agreement. Upon termination of this Agreement, Sections 8 (only as to fees accruing prior to termination), 10, 12 15, and 17 through 24 shall survive such termination. Client understands and agrees that upon termination of this Agreement Arta Finance Wealth Management may determine to liquidate immediately all holdings in the Plan and the Account, and subject to Section 10 hereof, Arta Finance Wealth Management shall not be liable to Client to any consequences of such liquidation.

13. Account Statements

Client will receive account statements via electronic delivery from PAS, which are the official records of the Account. Arta Finance Wealth Management may also provide information about the Account from time to time.

14. Independent Contractor

Arta Finance Wealth Management 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 Arta Finance Wealth Management and Client.

15. Assignment

Arta Finance Wealth Management 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 Arta Finance Wealth Management, Arta Finance Wealth Management shall notify Client in writing of such assignment within a specified reasonable time (which shall not be less than thirty (30) days) for Client to opt out or object to the assignment. If Client does not opt out within the time specified, Client will have been deemed to consent to such assignment and the proposed assignee will continue the advisory services of Arta Finance Wealth Management. 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 Arta Finance Wealth Management' brochure that would be required to be delivered under the Advisers Act (including the information in Part 2 of Arta Finance Wealth Management' Form ADV), which is available on the Site and the App and provided here by link:

[https://artafinance.com/documents/Arta%20Form%20ADV%20Part%20A%20\(03.24.23\).pdf](https://artafinance.com/documents/Arta%20Form%20ADV%20Part%20A%20(03.24.23).pdf)

On written request by Client, Arta Finance Wealth Management agrees to annually deliver electronically, without charge, Arta Finance Wealth Management' brochure required by the Investment Advisers Act of 1940.

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 State of California, 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 San Francisco, California or federal court for the Northern District of California, 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 Arta Finance Wealth Management, 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**. Client and Arta Finance Wealth Management 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. As limited exceptions to mandatory arbitration as set forth in this Section, 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.

(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 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.

If Client's claim is for U.S. \$10,000 or less, Client 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 Client's 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 San Mateo County, California, unless the parties both agree in writing to a different location. Client and Arta Finance Wealth Management 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 Client prevails in arbitration Client will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(d) Effect of Changes on Arbitration. Arta Finance Wealth Management reserves the right to modify this Section 18 at any time upon 30 days' written notice to you. Any such modification shall be prospective and shall not affect previously filed claims. By keeping your Client Account with Arta Finance Wealth Management or by continuing to use services provided by Arta Finance Wealth Management, you agree to and accept all terms and conditions of any modifications.

(e) Class Action Waiver. **CLIENT AND ARTA FINANCE WEALTH MANAGEMENT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A 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 Client's claims and may not otherwise preside over any form of a representative or class proceeding. If any of the specific provisions within this Section are found to be unenforceable, the remainder of this Section shall not be affected thereby and, to this extent, the provisions of this Section shall be deemed to be severable. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this Section, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this Section.

19. Notices

All notices and communications under this Agreement must be made through the Site or by email. Arta Finance Wealth Management's contact information for this purpose is support@artafinance.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 Arta Finance Wealth Management may amend this Agreement from time to time, which amendment(s) will become effective and applicable to Client when published on the Site or otherwise made available to Clients (except as provided in Section 5(a)) and shall govern the relationship between the Client and Arta Finance Wealth Management during the entire term of this Agreement. Client acknowledges that Client will be responsible for checking the Site and App periodically for such amendment(s) to this Agreement.

21. Waiver or Modification

Arta Finance Wealth Management'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 Arta Finance Wealth Management's waiver or modification granted on one occasion be construed as applying to any other occasion.

22. 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 Arta Finance Wealth

Management. 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 Arta Finance Wealth Management becomes aware of the dispute, Arta Finance Wealth Management 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 Arta Finance Wealth Management, even if the instructions are to terminate the Agreement and disburse all funds from the Account to one of the Account holders, Arta Finance Wealth Management may do so without the permission of the other Account holder and will have no liability to either Account holder.

23. 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 canceled). However, the parties may choose to enter into separate agreements between them regarding different subject matters or investment programs.

24. No Third-Party Beneficiaries

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