Client Agreement

Effective November 1, 2026

Important Information

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Glossary of Terms provided at the end of the Client Agreement, and are made part of this Client Agreement.

PLEASE READ AND CONSIDER THIS CLIENT AGREEMENT CAREFULLY. THIS CLIENT AGREEMENT, INCLUDING ANY APPLICABLE AMENDMENTS FROM TIME TO TIME, IS REFERRED TO HEREIN AS THE “AGREEMENT”. CLICKING THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF THIS AGREEMENT. BY CLICKING THAT YOU AGREE TO THIS AGREEMENT, YOU AGREE THAT YOUR USE OF THE EL MENUDO CUENTA APPLICATION (THE “APPLICATION”) AND YOUR RELATIONSHIP WITH EL MENUDO CUENTA LLC (“EMC”) SHALL BE GOVERNED BY THE TERMS OF THIS AGREEMENT. YOU ALSO ACKNOWLEDGE THAT YOU HAVE RECEIVED AND HAD AN OPPORTUNITY TO REVIEW:

- El Menudo Cuenta Advisers Brochure; and

- El Menudo Cuenta Advisers Form CRS if you are an individual investor (also known as a “retail investor,” as defined in Rule 204-5 under the Advisers Act and Rule 17a-14 under the Exchange Act).

THIS AGREEMENT SHALL ALSO GOVERN THE TERMS APPLICABLE TO ANY EMC USER ACCOUNT OPENED BY YOU.

THIS AGREEMENT WILL BE CONSIDERED EFFECTIVE ONLY ONCE YOU AGREE TO THIS AGREEMENT AND EMC ACCEPTS AND APPROVES YOUR USER ACCOUNT.

YOU AGREE THAT EMC MAY AMEND THIS AGREEMENT FROM TIME TO TIME BY (I) PROVIDING YOU WITH NOTICE OF MATERIAL CHANGES VIA EMAIL OR OTHER WRITTEN COMMUNICATION AND; (II) POSTING THE AMENDMENT THROUGH THE APPLICATION, AND, ACCORDINGLY, YOU FURTHER AGREE TO CHECK THE APPLICATION LEGAL DOCUMENTS SECTION FOR AMENDED VERSIONS OF THIS CLIENT AGREEMENT. YOU UNDERSTAND AND AGREE THAT YOUR CONTINUED USE OF THE APPLICATION, INCLUDING BUT NOT LIMITED TO USE OF YOUR EMC ACCOUNTS, MAINTAINING YOUR EMC USER ACCOUNT, AND/OR USING ANY SERVICE PROVIDED IN THE APPLICATION WITHOUT OBJECTING AFTER THE EFFECTIVE DATE OF THE AMENDMENT, INDICATES YOUR ACCEPTANCE OF THE AGREEMENT AND ANY APPLICABLE AMENDMENTS THERETO, AND THAT YOU WILL BE LEGALLY BOUND BY THEIR TERMS AND CONDITIONS.

This Agreement between EMC and you sets forth the terms and conditions under which EMC will provide you with access to the Application and products and services described in this Agreement. This Agreement and all related/linked documents contain important information that govern all aspects of your relationship with EMC and set forth the general terms that apply when you choose to participate in and use the Application.

When you enter into this Agreement, you are able to create and subscribe to an EMC User Account, giving you access to the Application, products and services provided by EMC, and the Account type(s) you select within the Application, as applicable to your Subscription Plan.

EMC currently offers investment accounts (“EMC Accounts”) reflecting a range of investment strategies, including Growth, Income, Cash Yield, Balanced, Christian Values, International Equities, and US Equities Portfolios. Each of these strategies are implemented through the use of model portfolios. EMC’s model portfolios are designed to reflect target asset allocations across various asset classes, for example, stocks (equities) and bonds (fixed income). The EMC model portfolios are also be designed to reflect investment outlooks and risk tolerances ranging from ‘conservative’ to ‘aggressive’. EMC designs the portfolios and manage their target asset allocations using strategies based on modern portfolio theory. EMC uses a proprietary computer software-based algorithm to match your EMC Account(s) to a recommended portfolio best suited to your investment goals based on an investor profile (as described below) that you create and maintain through the Application. You may select that recommended portfolio or choose other portfolios based upon your review of the information available in the Application. In choosing which portfolio to adopt, you should consider your financial situation, investment horizon, and risk profile, among other factors. The Application will match your investment profile with a recommended strategy. As a result, EMC recommends that you ensure that your financial condition, risk tolerance and investment goals are kept current in your investor profile in the Application. EMC also offers five MC model portfolios: MC Portfolio Corta Duración (fixed income duration under one year); MC Portfolio Ingresos (fixed income, preferred shares and high-dividend equities); MC Portfolio Moderado (50% equities and

50% fixed income); MC Portfolio Moderado Agresivo (fixed income, equities and alternatives); and MC Portfolio Agresivo (equities and alternatives). These five model portfolios are distinct from the investment strategies listed above.

As you make deposits into, or withdrawals from, you EMC Account(s), the corresponding transactions executed by EMC are designed to rebalance the Account(s) toward the target allocation of the relevant portfolio. Upon your request to withdraw cash from an EMC Account, sales of securities held in such Account are initiated in a manner designed to maintain the target allocation for the relevant portfolio. EMC will initiate a rebalancing if an EMC Account's holdings deviate significantly (e.g. by 5% or more) from the applicable portfolio's target allocation. In this way, EMC will seek to maintain your target asset allocation through market fluctuations, withdrawals, deposits, and other events that could cause deviations, while seeking to minimize the transaction costs of frequent portfolio rebalancing.

The rebalancing and reinvestment processes are automated. As a result, EMC's investment models will sell over-concentrated securities and use the proceeds to buy under-concentrated securities to better reflect target allocations regardless of market or other dynamics. The risks and limitations of the automated process could result in the continued purchase of underperforming securities and the sale of better performing securities to achieve the targeted allocation. All transaction specific costs are covered under the Subscription fee paid by you, and you will incur no additional transactional costs or fees. In some market conditions, this creates capital gains and potentially other tax liabilities.

EMC intends to place all brokerage orders through independent third-party broker(s) ("Independent Brokers"), to buy, rebalance, and sell as necessary to maintain the asset allocation of the portfolio that you have selected for each EMC Account. By bundling brokerage services through Independent Brokers with advisory services through EMC, EMC believes that it simplifies the investment process for you.

The Independent Brokers will provide confirmations and statements to you through the Application. The Independent Brokers will also act as custodian to hold your Account funds and EMC Account securities in safekeeping and as clearing broker to execute, clear, and settle securities trades on an omnibus basis.

Since the Independent Broker(s) serves as broker for all EMC Accounts, clients may benefit from savings on execution costs that would not be available without volume trading discounts or batched orders. Additionally, there are instances where aggregating orders will be the only means of creating an order that is in whole shares. Conflicts of interest may exist with respect to aggregating orders of various clients. To mitigate any such conflicts of interest, all clients participating in the aggregated order receive an average share price with all other transaction costs shared on a pro-rata basis. EMC will require that the Independent Broker(s) aggregate transactions consistent with their duty to seek best execution and consistent with the terms of the EMC Wrap Program agreements. Under no circumstances will an advisory client be favored over any other advisory client.

EMC does not engage in activities involving "soft dollars."

This information provided herein regarding the investment advisory services provided by EMC is qualified in its entirety by reference to the EMC Account documentation agreed to by each Client upon opening an EMC Account.

Access to, and use of, accounts operated by EMC is subject to all terms and conditions of EMC, including, but not limited to, those terms located at the Legal Documents section of the Application.

El Menudo Cuenta, LLC is an investment adviser registered with the SEC under the Investment Advisers Act of 1940, as amended. El Menudo Cuenta, LLC offers investment advisory services through its robo-advisor's wrap-fee Application. El Menudo Cuenta, LLC has prepared a Form ADV Brochure that contains detailed descriptions of its advisory services, fees and expenses, and important information that you should consider before opening any Account. Read the Brochure and the Form CRS in www.elmenudocuenta.com (http://www.elmenudocuenta.com/)

Interactive Brokers LLC ("IBKR") is a Broker Dealer registered with the SEC under the Securities Exchange Act of 1934, as amended, and member of FINRA and SIPC. IBKR provides certain brokerage services to EMC customer Accounts and is generally responsible to EMC for maintaining and recording transactions in Cash and ETF Shares or Stock in your Account (s); sending Orders placed by EMC to the Clearing Broker for execution (including if applicable, for self-directed purchases and sales of equity securities in a Custom Portfolio of your Account), clearance and settlement; and providing you with statements, confirmation emails to the extent required by applicable law, and other information about your EMC Account(s).

Terms Related to Investment Advisory Services Provided to You:

You and EMC agree to the following terms that are applicable to the investment advisory services provided by EMC to you under this Agreement:

1. Investment Advisory Services

Subject to the terms and conditions of this Agreement, you (“Client”) hereby appoint EMC to provide you with the following Investment Advisory Services:

EMC will act as investment adviser and provide discretionary investment management advice via our online investment advisory platform (the “Application”) for the EMC Account(s) established and owned by Client at such a brokerage firm(s) (the "Broker") as EMC may designate (collectively, the "Account"). EMC shall manage the Account pursuant to strategies recommended by EMC and selected by you based on profile information specified by the Client on Application. EMC will monitor your Account in accordance with your investment needs, goals, objectives and risk tolerance, as determined via the responses given by you and the portfolio(s) selected by you on our Application.

2. Scope of Engagement

Throughout the term of this Agreement, EMC shall have discretion to supervise, manage, and direct the assets in the Account, together with all additions, substitutions and alterations thereto, with full power and authority as agent and attorney-in-fact to purchase, sell, invest, reinvest, exchange, convert, and trade the assets in the Account in any manner deemed appropriate and to place all orders for the purchase and sale of Account assets with or through the issuers selected by EMC or as directed by the Client, as the case may be, all without prior consultation with the Client and all at such times as EMC deems appropriate. If the Account contains only a part of the assets of an employee benefit plan (the “Plan”) subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or on behalf of an individual retirement account or annuity within the meaning of Section 408 of the Internal Revenue Code (“IRA”), the Client acknowledges that EMC will have no responsibility to manage the Plan or IRA assets not held in the Account, nor shall EMC be responsible for the diversification of all of the Plan’s or the IRA’s investments.

You appoint us your attorney-in-fact and grant us limited power-of-attorney (coupled with an interest) with discretionary trading authority over the Account to buy, sell and otherwise effect investment transactions related to the Account. You authorize us, without prior consultation, consent or approval to (a) implement transactions in your Account; (b) buy, sell and trade stocks, bonds, mutual funds, index funds, exchange traded funds, short-term money-market instruments and other securities and contracts; and (c) give instructions to the brokerage firm and custodian of your Account.

3. Fees

A. Subscription Fees: The EMC Accounts opened by you are considered “wrap arrangements,” “wrap fee programs,” and/or “wrap fee accounts”. The wrap fee accounts are offered as part of a larger program by a “sponsor,” usually a brokerage, banking or investment advisory firm, and managed by one or more investment advisers. EMC sponsors the EMC Wrap Fee Program through agreements with independent brokerage firm(s) where EMC acts as the sponsor and adviser to the wrap fee program.

EMC’s clients pay a subscription fee, billed monthly or annually according to their selected plan (“Subscription Fee”) to EMC for access to the EMC investment platform. The Subscription Fee covers the costs of trade execution, clearance, custody, account reporting, and, if applicable, the services of the IRA Custodian and Administrator. Subscription Fees are not negotiable. The amount of the Subscription Fee depends on the Subscription tier in which a client is enrolled/subscribed, as further described below.

EMC offers two Subscription Fee plans, with monthly and annual billing options:

· EMC Básico: $5 per month or $49.99 per year, including one investment or retirement account, automatic rebalancing and reinvestment, and access to expert-designed portfolios.

· EMC Premium: $10 per month or $99.99 per year, including multiple investment and/or retirement accounts, automatic rebalancing and reinvestment, access to expert-designed portfolios, and educational content about investing and personal finance.

EMC reserves the right to change its Subscription Fee tiers from time to time, and, as a result, some clients are subject to legacy fee schedules which may be higher or lower than the current fee schedules described above. Current clients should refer to the Program Agreement entered into with EMC at the time of account opening or client-initiated subscription fee tier change.

Clients should be aware that EMC is designed for individuals who make frequent recurring investments. The Fee Schedule is not appropriate for individuals looking to make few or infrequent small-dollar investments.

The Subscription Fee is charged monthly or annually, according to the selected billing option, and paid by an ACH debit and electronic funds transfer that deducts money from each client’s linked checking account or the client’s investment account at the broker-dealer custodian.

To the extent clients do not have sufficient funds in their funding source to cover the Subscription Fee, or have broken the link to their funding source, EMC reserves the right to sell holdings in such client's EMC Account and withdraw the resultant cash proceeds to pay such Subscription Fee.

Clients are charged a single subscription wrap fee based on the selected billing period and all transaction costs are paid by EMC from the proceeds of the Subscription Fee. The costs incurred in delivering services to the Client will be impacted by a number of factors, including the both the cost and frequency of trading in the Client's account, administrative and custody fees charged by the independent brokers selected by EMC to participate in the EMC Wrap Fee Program, and other costs inherent in managing the EMC Account(s). The costs of advisory and other services that are reflected in the Subscription Fee may exceed the costs of similar services purchased separately.

B. Additional Fees and Costs: As part of our investment advisory services to you, the EMC model investment portfolios may invest in mutual funds and exchange traded funds (ETFs). The Subscription Fee you pay to EMC for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or ETFs (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses that cover the underlying operating expenses, management fees, marketing costs, custodial fees and other fees of the ETF or mutual fund. These fees are entirely separate and distinct from the Subscription Fees paid to EMC for the EMC Wrap Fee Program. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, ETFs, our Firm, and others.

C. Referral Compensation: EMC may enter into arrangements with affiliate partners who, for compensation, will refer prospective clients to EMC. Each such arrangement will be governed by a written agreement between EMC and the affiliate partner and will be disclosed to the prospective client, as required by law.

Additionally, EMC may pay referral fees to existing clients in connection with client referrals of new clients (the "EMC Referral Program"). The Firm intends to provide additional information on the EMC Referral Program, through its application website. EMC does not compensate salespersons or enter into professional solicitation service agreements.

The amount of compensation paid to affiliate partners or clients under the EMC Referral Program may be more than if the client paid separately for investment adviser, brokerage, and other services from other investment advisers or if the client participated in another investment advisers wrap fee program. Therefore, that referral person may have a financial incentive to recommend the EMC Wrap Fee Program over other programs or services that may be available to you.

Client authorizes EMC to deduct the Subscription Fee directly from the Account(s) pursuant to applicable custody rules. It is your responsibility to verify the accuracy of the calculation of the Investment Advisory Fee; the custodian will not do so.

4. Additions and Withdrawals

You may make additions to and withdrawals from your Account at any time, subject to our right to terminate our services. If funds are deposited or withdrawn after the beginning of a Subscription period, the Investment Advisory Fee will not be prorated. All withdrawals are subject to customary securities settlement procedures.

5. Custodian

We will not maintain custody of your Account. Your Account will be held in the custody of a custodian meeting the requirements of a "qualified custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940 or applicable state law. All transactions authorized by this Agreement shall be consummated by payment to or delivery by the Client or the Client's designated custodian of the Account (the "Custodian") of all cash and/or securities due to or from the Account. The Client acknowledges and understands that only the Client and the Custodian will have direct or indirect possession or custody with respect to the assets held in the Account. The Client agrees to provide EMC with all necessary custodial information and authorization for the purposes of security clearance, Account reporting and all other investment advisory purposes.

6. Account Reporting.

EMC is hereby authorized to instruct the Custodian to provide EMC with such periodic Account reports as EMC may reasonably request from time to time. EMC shall provide to the Client periodic performance, account balances, and other information with respect to the Account via the Application. The Client recognizes that dividends, capital gains, transfers and sales of securities may create a taxable event if the Account ceases or otherwise fails to be a tax-qualified or tax-exempt account. The Client also acknowledges that EMC does not offer legal or tax advice and it is the separate responsibility of the Client to retain legal and tax professionals to the extent deemed necessary.

7. Effecting Transactions.

The authority of EMC will not be impaired by the fact that it may effect transactions with respect to securities for its own account or for the accounts of others which it manages which are identical or similar to transactions for the account of the Client at the same time or different times. The Client understands that EMC may render similar services for other customers. Advice given to other customers may differ from advice given to or for the account of the Client, including the nature and type of securities to be purchased and sold and the timing of any such transaction. The Client acknowledges that securities transactions may result in income tax consequences and that EMC will not have any duty to consider the income tax implications when effecting transactions in the Client's Account.

8. Non-exclusivity

It is understood that EMC performs investment advisory services for various clients. The Client agrees that EMC may give advice and take action in the performance of its duties with respect to any of its clients which may differ with respect to the Account so long as it is the policy of EMC, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall be deemed to confer upon EMC any obligation to acquire for the Account a position in any security which EMC or its directors, principals or employees may acquire for their own accounts or for the account of any other client, if in the sole and absolute discretion of EMC it is not, for any reason, practical or desirable to acquire a position in such security for the Account.

9. Consent to "Batch Trading"

You consent to the assets held in your Account being included in "batch" trades. EMC strategies rely on trading signals to determine when to buy and sell securities. The timing of purchase and sale transactions are also determined by the frequency of rebalancing. Rebalancing means the purchase and sale of securities within an account to bring the allocation amounts back in line with the original investment mandate. For example, in a portfolio designed to hold 60% equities and 40% bonds, the percentages will change over time as the value of each part of the portfolio fluctuates at different rates. Periodic rebalancing will return the portfolio to its targeted 60% / 40% state, , unless EMC judges in its sole discretion that the costs of such a periodic rebalancing may exceed its anticipated benefits. Transactions in your Account may be combined with those of other clients for whom we have determined that the purchase or sale of the same securities are warranted at approximately the same time. We may (but are not obligated to) combine or "batch" such orders to obtain best execution, negotiate more favorable commission rates, or allocate equitably among our clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among our clients in proportion to the purchase and sale orders placed for each client account on any given day. To the extent that we aggregate client orders for the purchase or sale of securities, we shall do so in accordance with applicable rules promulgated under the Investment Advisers Act of 1940 and no-action guidance provided by the staff of the Securities and Exchange Commission (or applicable state law). We shall not receive any additional compensation or remuneration as a result of the aggregation. We shall endeavor to process all asset transactions in a timely manner, but neither represent nor warrant that any such transaction shall be processed or effected by the Broker on the same day as requested.

10. Client Representations and Acknowledgements.

The Client represents and/or acknowledges that: (a) this Agreement does not violate any obligations by which the Client is otherwise bound and, upon execution and delivery, this Agreement will be binding upon the Client in accordance with its terms; (b) the Client has received through the Application Part II of EMC's Form ADV, as filed with the Securities and Exchange Commission; (c) the Client has delivered to EMC through the Application, and from time to time hereafter promptly will deliver to EMC, through the Application or otherwise, all of the information which EMC may require or reasonably request in order to perform its duties hereunder without violating or causing any violation of its fiduciary duties hereunder, or any provision of any applicable law, and promptly will notify EMC, in writing and/or through the Application, of any change in the information so furnished to it; and (d) the Client accepts notice that because some assets in the Account may be invested in mutual fund shares, the Account will bear indirectly a proportionate share of the expenses of such investment companies, including operating costs and investment advisory and administrative fees, which will not offset the fees payable to EMC and its affiliates under this Agreement.

If the Client is acting in a representative capacity on behalf of a retirement plan ("Plan"), the Client represents and agrees that: (i) the Account consists of assets of an employee benefit plan covered by Part 4 of Subtitle B of Title I of ERISA; (ii) the Client has delivered to EMC a true and complete copy of all trust agreements related to the Plan (the "Trust"), or if none, the Plan materials relevant to the advisory services of EMC; (iii) the Client will deliver as soon as practicable to EMC true and complete copies of any and all subsequently adopted Trust amendments or modified Plan materials which relate to the Account; (iv) the Account has been duly authorized and is consistent with the Plan documents is fully consistent with the investment needs and objectives of the Plan and the applicable Plan

guidelines; (v) the undersigned person executing and delivering this Agreement on behalf of the Plan is a “named fiduciary” pursuant to ERISA who has the power to appoint an investment manager and that EMC has been duly appointed, pursuant to Section 402(c)(3) of ERISA, to manage the assets of the Plan which from time to time are contained in the Account; (vi) the Client has delivered to EMC, and from time to time hereafter promptly will deliver to EMC, in writing, all of the information EMC may require or reasonably request in order to perform its duties hereunder without violating or causing any violation of its fiduciary duties hereunder, or any provision of, ERISA, and promptly will notify EMC, in writing, of any change in the information so furnished to it; and (vii) the Client is independent of and unrelated to EMC and each of its affiliates.

11. Proxies

You are responsible for (a) voting all proxies solicited by issuers of securities and (b) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the securities. We will instruct the custodian to forward copies of all proxies and shareholder communications relating to the Account to you. In addition, EMC shall not take any action or render any advice as to received materials relating to any class-action lawsuit involving a security held in the Account.

12. Risk Acknowledgement/Advisor Liability

We do not guarantee the future performance of your Account, any specific level of performance, the success of any investment recommendation or strategy 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 be profitable.

In providing services under this Agreement, the Client acknowledges that except for gross negligence, malfeasance or violation of applicable law, neither EMC, nor its principals, directors, officers, employees or agents shall be liable for any damages, losses, expenses, or costs (including without limitation any attorneys’ fees) (collectively a “Loss”) arising out of or in connection with any acts or omissions or for any errors of judgment or use of discretion in managing the Account or for any Loss incurred by reason of any acts or omissions of any broker, custodian or other third party providing services, directly or indirectly, to the Account. The Client agrees to hold harmless and indemnify EMC and its principals, directors, officers, employees or agents against any Loss which EMC may incur if and to the extent such Loss is caused by the Client’s or its agent’s or designee’s (other than EMC) own actions or omissions or by any inaccuracy or breach by the Client of any of its representations or acknowledgements hereunder. Without limiting the foregoing indemnification in any way, the Client also agrees to hold EMC harmless and indemnify EMC against any and all liability or loss which EMC may incur or suffer under ERISA, if and to the extent such liability or loss is caused by the inaccuracy or breach by the Client of any of the representations, warranties or obligations of the Client set forth in this Agreement. The Client understands that federal and/or state securities laws give rights to the Client that may not be waived by this Agreement. This Section shall survive the termination of this Agreement.

If the assets in the Account we are managing under this Agreement are only a portion of your total assets, we will not be responsible for (a) any of your assets that we are not managing under this Agreement; or (b) diversifying all of your assets.

13. Authority

You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are subject or bound, whether arising out of contract, operation of law, or otherwise. If you are an entity, this Agreement has been duly authorized by appropriate entity action and when executed and delivered will be valid and binding in accordance with its terms. At our request, you will promptly deliver a corporate resolution or other action authorizing this Agreement.

14. Referral Fees

If you were introduced to us by a solicitor, we may pay that solicitor a referral fee. The referral fee will be paid by us and will not result in any additional charge to you. If you were introduced by an unaffiliated solicitor, you acknowledge receipt of the written Solicitor Disclosure Statement disclosing the terms of the solicitation arrangement between us and the solicitor, including the solicitor’s compensation.

15. Information and Confidentiality

You represent that the information provided to us is a complete and accurate representation of your financial position and investment needs. You will promptly inform us by updating your profile on the Application if and when such information becomes incomplete or inaccurate. You will provide us with any other information and documentation that we may request in connection with this Agreement or

related to your investment needs.

The information you provide us in connection with this Agreement is confidential. Pursuant to our privacy policy, we will not disclose it, except in limited circumstances. Typically, we only disclose the information as permitted by law, or as needed, to implement your investment needs or perform the services contemplated by this Agreement. Please see our Privacy Policy for details regarding how we protect your non-public personal information.

16. Joint Client

If this Agreement is with more than one client, we will base our services on your joint goals as collectively given to us. We may rely on instructions and information we receive from any of you. We are not accountable for any change in the relationship between you and can continue to act on the instruction of any of you as long as this Agreement remains in effect.

17. Receipt of Disclosures

You acknowledge receipt of our Privacy Policy, written disclosure brochure as set forth on Part 2A of Form ADV and all accompanying appendices, our brochure supplement(s) as set forth on Part 2B of Form ADV (if applicable), or another document meeting the disclosure requirements of applicable federal or state law.

18. Death or Disability

If you are a natural person, your death, disability or incompetence will not 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.

19. Terms of Agreement and Termination

We have the right to modify this Agreement at any time. We will provide you with notice of each modification. A modification will become effective unless you provide us with notice of your intention to terminate the Agreement. You will abide by any rules, procedures, standards, requirements or other conditions that we establish in connection with your Account or this Agreement. This Agreement will continue indefinitely unless terminated in writing as provided below.

This Agreement may be terminated at any time upon receipt of written notice to terminate given by either party to the other. Your notice should include instruction as to whether the assets in your Account should be liquidated or transferred. Termination of this Agreement will not affect (a) the validity of any action previously taken under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have a continuing obligation to take any action.

20. Notices

Any notice or other communication given to a party in connection with this Agreement will be effected through the Application. Notices to you may also be affected through email using the then current email address associated with your User Account. It is your responsibility to immediately review all communications, including emails, and to advise us of any discrepancies.

You hereby consent to receiving communications from us through the Application, by email or other electronic delivery without also receiving paper copies. By sending or receiving sensitive or confidential electronic communications, you accept the risks and possible lack of confidentiality over the Internet. You agree to hold us and our Affiliates, successors and assigns free from any damages related to or arising from the delivery of electronic communications.

21. Arbitration

To the extent permitted by law, any controversy, dispute or claim arising out of or relating to this Agreement will be submitted to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party will be entitled to reasonable attorneys' fees, costs and expenses.

This agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such a waiver would be void under federal or applicable state securities laws.

22. Assignment

Neither party may assign (as defined in the Investment Advisers Act of 1940, as amended) this Agreement without the consent of the other party. Transactions that do not result in a change of actual control or management will not be considered an assignment.

23. Governing Law, Venue, and Jurisdiction

Except for the Section entitled Arbitration, which will be governed by the Federal Arbitration Act, to the extent permitted by law, this Agreement and any dispute, disagreement, or issue of construction or interpretation whether relating to its execution, its validity, the obligations provided herein, or performance will be governed by the internal laws of the State of Florida (the "Governing Jurisdiction") without regard to choice of law considerations.

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 Governing Jurisdiction 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.

24. Miscellaneous

This Agreement is the entire agreement between the parties and supersedes all understandings, agreements (oral and written), and representations with respect to the subject matter of this Agreement. This Agreement may only be amended or modified with our consent. Neither party has made or relied on any representation, inducement or condition not in 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.

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of this Agreement will be valid and binding and of full force and effect as though such provision was not included.

Section heading have been inserted for reference only and will not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provision of this Agreement.

By executing this Agreement, each party acknowledges and accepts its respective rights, duties, and responsibilities hereunder.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

Terms Related to Your EMC Accounts:

1. Responsibility for Your Account

You are solely responsible for any decision to open and how to use EMC Account(s), including which types and combination of such accounts, if any, to open and use, and decisions about whether to use other products and services EMC may offer from time to time. You are further responsible for all information provided to EMC in your Investor Profile Questionnaire, and for updating such information as reasonable and necessary.

Notwithstanding anything to the contrary in this Agreement, EMC does not provide tax, accounting, or legal advice, and nothing in this Client Agreement should be construed as such. You should consult with a tax, accounting, legal or other professional for individualized advice.

2. Service Providers in the Application and Their Roles

You acknowledge that EMC provides the services that comprise the Application and that it may now and in the future, subject to applicable law, engage third party vendors or service providers to help it offer additional services, fulfill its duties, and/or exercise its rights under the Agreement.

You acknowledge that EMC has engaged Interactive Brokers LLC (“IBKR”) to act as custodian and administrator for EMC Accounts.

Participation in, and access to, certain services or products made available by EM may require you to agree separately to additional agreements applicable to such products or services, and which shall govern your relationship with EMC and/or applicable third-party providers.

3. Amendments

This Agreement is between EMC and you and pertains to the Application generally. You acknowledge that EMC may amend this Agreement from time to time and any such Amendments shall be considered part of this Agreement.

4. Subscription Fees

4.1 Subscription Fee, General

When you subscribe to the Application, which may include one or more EMC Account(s), you agree to promptly pay EMC any applicable Subscription Fee as set forth below for the Subscription Plan selected by you. EMC may, in its sole discretion, collect the entire Subscription Fee and allocate any applicable portion as an Advisory Fee to EMC as further set forth herein. The Subscription Plans and corresponding Subscription Fees are as follows:

· EMC Básico: $5 per month or $49.99 per year, including one investment or retirement account, automatic rebalancing and reinvestment, and access to expert-designed portfolios.

· EMC Premium: $10 per month or $99.99 per year, including multiple investment and/or retirement accounts, automatic rebalancing and reinvestment, access to expert-designed portfolios, and educational content about investing and personal finance.

Subscription Fees are non-refundable. [LEGAL REVIEW REQUIRED: Confirm when monthly and annual Subscription Fees are charged, renewal timing, cancellation, and any refund exceptions before publication.]

The amount of the Subscription Fee depends on which Subscription Plan you select.

You acknowledge (1) that the Subscription Fee is a fixed fee based on the Subscription Plan in which you are enrolled and, depending on your circumstances, may be disproportionately high relative to the assets in your Managed Account(s), and (2) that the Subscription Fee is reasonable for the services you receive regardless of the assets in your Managed Account(s).

4.2 Debit Authorization to Pay Subscription Fee

PREAUTHORIZATION OF ELECTRONIC FUNDS TRANSFER FROM YOUR FUNDING SOURCE: By clicking “I agree” to enter into this Agreement, you authorize EMC, by and through any of its agents, for the entire period in which you are subject to a Subscription Fee under this Section 4, to process a recurring Electronic Funds Transfer debit from your Funding Source in the amount specified in this Section 4, on each applicable Fee Date occurring according to your selected monthly or annual billing cycle from the date you open your EMC User Account through such date as you close your EMC User Account. Any Electronic Funds Transfer debit that you preauthorize in the preceding sentence will result in an Electronic Funds Transfer from your Funding Source(s), as applicable, to EMC, by and through their agents, to pay any applicable Subscription Fee. EMC or any of its agents may charge a fee if your Electronic Funds Transfer debit fails due to insufficient funds in your Funding Source(s).

You will pay the applicable Subscription Fee specified in Section 4.1 by a recurring Electronic Funds Transfer debit according to the selected billing period that deducts money from your Funding Source(s). If EMC is unable to collect your full Subscription Fee via Electronic Funds Transfer debit from your Primary Funding Source, for any reason, including but not limited to insufficient funds in, closing of, or disconnection of your linked Funding Source(s), you authorize EMC, by and through any of its agents, to collect your applicable Subscription Fee from the following sources, which will be attempted in the order specified: (i) Secondary Funding Sources, if any, linked in the Application; (ii) through the sale of securities in your ECM Account(s), if any. EMC reserves the right to cease offering you services under this Agreement if your Primary and/or Secondary Funding Sources fail for any reason or if EMC is otherwise unable to collect your Subscription Fee.

4.3 Discretion to Waive or Customize Fees

You acknowledge that the Subscription Fee is not negotiable. EMC reserves the right to waive or customize the Subscription Fee, or any part of the Subscription Fee at any time, for any period, and for any client at its sole and absolute discretion. EMC may from time to time elect to launch promotions or other initiatives whereby Subscription Fees are waived, in whole or in part, for certain categories of clients (such as, for example but not limitation, students and/or military veterans). Any such initiative (i) may be expanded, narrowed, suspended, canceled or modified at any time by EMC in its sole discretion; and (ii) will be subject to rules, guidelines and/or terms and conditions, if any, that EMC determines in its sole discretion to apply in connection therewith (which rules, guidelines and/or terms may be included in the Legal Documents section of the Application, and/or elsewhere). To the extent that any such Application or initiative is canceled or terminated, EMC will, after giving impacted clients notice, begin prospectively charging clients the then-current Subscription

Fees.

5. Websites and Applications

5.1 Privacy and Data Security

By entering into this Agreement, you acknowledge receipt of the Privacy Notice available on the Application, as may be amended from time to time. The Privacy Notice describes the general policies of EMC regarding use and sharing of information and the non-public personal information provided to or collected by EMC in connection with accessing the Application, and/or the opening, and carrying of, any EMC User Account(s). You agree that the rights and obligations of EMC and you relating to your personal information are defined in the Privacy Notice, subject to the terms and conditions of this Agreement and applicable law. EMC does not warrant or guarantee secure access to the Application. If unauthorized individuals or organizations access or misappropriate your personal information, EMC will not be liable for any damages resulting from such unauthorized access or misappropriation to the greatest extent permitted by applicable law. You agree that, if you have claims against EMC regarding the handling of your personal information, your remedies will be only those expressly provided by applicable law, in accordance with this Agreement.

5.2 Device Compatibility

The Application is designed to work when accessed through the internet by a computer using certain web browsers or certain portable devices (such as phones or tablets that use Android or iOS operating systems). You acknowledge and agree that some web browsers or portable devices may not be compatible with the Application.

5.3 Terms of Use

You acknowledge receipt of the Terms of Use, which apply to the Application, and agree to adhere to the Terms of Use throughout your participation in the Application.

6. Client Information

You acknowledge and agree that, subject to the terms and conditions of this Agreement and the Privacy Notice, EMC relies on the Client Information to provide the advisory services and other services through the Application, including, without limitation, the recommendation by the Application of Recommended Portfolios. You further acknowledge and agree that EMC may share some or all of the Client Information with certain third-parties, including IBKR and/or Funding Sources and such third parties may rely on such Client Information to perform certain services through the Platform, including, without limitation, compliance functions such as verifying your identity for anti-money laundering and counterterrorist financing purposes and confirming that U.S. firms such as EMC, IBKR and the Banks of Record are permitted to provide you with services in accordance with applicable U.S. economic sanctions against various countries, individuals and organization.

You represent and warrant to EMC that all Client Information that you supply about yourself is true, accurate, complete, and current. You agree to promptly update any Client Information you provide to EMC that is no longer accurate using the Application. You agree to indemnify and hold harmless the EMC and any other Indemnified Persons from any and all damages resulting from, or relating to, your failure to provide true, accurate, complete, and current Client Information or to update Client Information.

7. Source of Funds

You represent, warrant, and covenant that none of the money you invest, will invest, or use to make a Deposit in the Application or pay a Subscription Fee comes from, will come from or will be used to promote the conduct of, any crime or other illegal activity. You further represent, warrant, and covenant that only checking accounts for which you are an individual owner will be used as a Funding Source and that you will not link any account that does not belong to you. You represent that no individual or entity has an interest in any money you use for Deposits or in any money or securities in any Account of yours and/or any accounts provided as a Primary or Secondary Funding Source other than you and/or any other individual person you have disclosed to EMC as the joint owner of your Funding Source. You agree and acknowledge that there may be no more than one active external Funding Source linked to each Account and/or User Account at any time.

8. Electronic Delivery Consent

When you agree to enroll in the Application by entering into this Agreement, you consent to receive any and all advice, documents, information, or other communications from EMC electronically through the Application, to the email provided, or otherwise over the

internet. BY CLICKING THE BUTTON TO INDICATE “I AGREE” TO ENTER INTO THIS APPLICATION AGREEMENT (OR OTHERWISE INDICATE THAT YOU UNDERSTAND AND ACCEPT THE TERMS HEREIN), AND BY YOUR CONTINUED USE OF THE PLATFORM AFTER THE EFFECTIVE DATE OF ANY AMENDMENT(S) THERETO, YOU AGREE YOU ARE SIGNING AND ACCEPTING THIS APPLICATION AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, AND GRANT YOUR INFORMED CONSENT TO RECEIVE ELECTRONICALLY AND/OR FOR TRANSACTIONAL MESSAGING ONLY BY TEXT MESSAGE, ANY STATEMENTS, CONFIRMATIONS, PROSPECTUSES, PROXY AND VOTING MATERIALS, DISCLOSURES, TAX REPORTS, NOTICES, AND OTHER DOCUMENTS AND/OR INFORMATION RELATING TO THE APPLICATION, INCLUDING AMENDMENTS TO THIS AGREEMENT AND OTHER COMMUNICATIONS (“COMMUNICATIONS”) TRANSMITTED TO YOU IN RELATION TO THE APPLICATION.

Notwithstanding anything in this Agreement to the contrary, you agree that, if you revoke or limit your informed consent to electronic delivery, EMC may charge you reasonable fees, separate from and in addition to the Subscription Fee, for paper delivery and related services. Although you consent to electronic delivery, EMC may send you paper communications or request that you send paper communications to it. If you revoke this consent to electronic delivery, or if you are deemed to revoke consent because your email address is not valid, EMC reserves the right to terminate any and all services provided to you by EMC.

Electronic communications are deemed delivered to and received by you when sent by EMC, regardless of when you actually receive or access the communications. Delivery of a communication may consist of an email containing a hyperlink to a website or other portal or application where the communication may be accessed. Once EMC sends a communication containing a hyperlink to you and/or posts the communication on its Application or Website, it is deemed to have delivered the communication to you in a form that you can retain and print. EMC may, in its sole discretion, deliver communications in paper format to your primary address of record or otherwise as required or permitted by applicable law or agreement.

You agree to immediately notify EMC in writing of changes in your Client Information. It is solely your responsibility to provide accurate Client Information to notify EMC immediately if you have difficulty accessing or viewing an electronically sent or accessible communication. You agree EMC is not responsible for any losses that you incur due to any failure to access or view Communications if you fail to maintain accurate Client Information.

9. Term

9.1 Effective Date

This Agreement becomes effective the date you click “I Agree” (or similar words) to enter into them. EMC may amend this Agreement at any time, and any such Amendments will be effective immediately unless otherwise specified upon distribution in whatever electronic format chosen by EMC in its sole discretion, including by posting the amendment through the Application for changes that are not material. This Agreement will continue in full force and effect until terminated in writing as set forth below. Either party may terminate this Application Agreement at any time upon notice to the other party as provided in this Agreement, and upon the closing of all open EMC Accounts in the case of an EMC User; provided that either party may terminate this Agreement immediately on a material breach of this Agreement by the other party. Termination will not affect the rights or obligations of the parties prior to the date of termination, nor any such other rights and obligations herein that by their nature should survive termination, or as otherwise required by applicable law, rule, or regulation.

9.2 Suspension of Services

You agree that EMC, and any of their 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 EMC believes in good faith that such suspension or delay is necessary or appropriate (i) to ensure compliance with, or to avoid violating, any law or regulation applicable to EMC or a transaction relating to the Application; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over EMC or a transaction relating to the Application; (iii) to avoid a loss to you or EMC; (iv) to remediate or otherwise address problems with technology; (v) due to interruptions in the access to or operation of any technology that EMC or the IRA Custodian and Administrator directly or indirectly uses in connection with the Application; or (vi) as a result of, or to prevent, a breach or violation of any term, condition, or other provision of this Agreement.

If EMC and/or the IRA Custodian and Administrator permanently suspend all or some of your services under the Application, including the management of invested funds in your accounts. EMC may credit to your Account or transfer to your Funding Source the prorated Subscription Fee for the period during which all services for your Accounts were suspended. If EMC or the IRA Custodian and Administrator suspends all or some of your access to the Application temporarily, you will continue to be charged your Subscription Fee while your account remains in a suspended state.

9.3 Voluntary Subscription Termination

You agree that if you elect to terminate your Subscription to the Application, each of your Accounts must first be closed and liquidated pursuant to this Agreement. Subject to the closure of each and all Accounts, you may proceed to terminate your Application subscription utilizing the closure feature within the Application or by contacting customer support.

9.4 Death of Accountholder

You agree that upon the death of an EMC User, with regard to any Account in which the EMC User has an interest, EMC is not required to take action until such documents have been received establishing that the EMC User is deceased. Upon the receipt of such documentation, EMC is authorized to transfer any funds held in such accounts to the named beneficiary(ies) upon verification of the beneficiary(ies).

If there is no named beneficiary, as to any open EMC Account, you agree that EMC may, in its sole discretion, create an account to transfer the funds in your applicable EMC Accounts ("Decedent Account"). With respect to such Decedent Account(s), you agree: (a) EMC may obtain paperwork necessary in their sole discretion from the administrator and/or executor of your estate to verify the identity thereof; (b) the Decedent Account(s) will not be accessible via, and/or have limited functionality on, the Application; and (c) no transactions will be permitted in the Decedent Account(s). You further agree (i) EMC is not responsible for determining the tax consequences of any Decedent Account; and (ii) to hold harmless, indemnify, and defend EMC and their affiliates, employees, officers, directors, and agents from any claim, loss, or liability resulting from any distribution thereafter to the beneficiary(ies), administrator, and/or executor, made as requested or authorized under this Section.

10. Liability

10.1 General Limitation

Subject to applicable law, you agree that neither EMC nor Indemnified Persons, or their respective officers, directors, members, owners, and employees, will be liable under this Agreement for their actions or omissions absent their gross negligence, willful misconduct, breach of any fiduciary duty under applicable law or violation of applicable law.

Subject to applicable law, neither EMC, the Indemnified Persons, nor any of their respective officers, directors, members, owners, and employees will be liable for:

- (i) damages (including losses, lost opportunities, and lost profits) relating to differences between projected or potential performance and actual results;

- (ii) any indirect, incidental, consequential or punitive damages or any damages for lost profits or anticipated benefits, even if they have been advised of the possibility of such damages; or

- (iii) any force majeure or other events beyond the control of EMC, such as, without limitation, any electronic or mechanical equipment failure, unauthorized access, operator errors, governmental restrictions, exchange or market rulings, strikes, pandemics, acts of war or terrorism, severe weather, "acts of God," or other circumstances outside the control of EMC, even if such cause was reasonably foreseeable.

Without limiting any other indemnity provision of this Agreement, you agree to indemnify and hold harmless EMC and the Indemnified Persons from any loss, damage, or liability arising out of any transaction in which EMC acts directly or indirectly as your investment adviser or EMC acts directly or indirectly as your agent, absent any breach of any fiduciary duty under applicable law by EMC, or willful or grossly negligent conduct by EMC or Indemnified Person.

NEITHER THIS SECTION 10.1 NOR ANYTHING IN THIS AGREEMENT LIMITS OR WAIVES:

- (i) ANY RIGHTS YOU HAVE UNDER APPLICABLE FEDERAL AND STATE LAWS GOVERNING THE PROVISION OF INVESTMENT ADVISORY OR FIDUCIARY SERVICES TO YOU (INCLUDING AS APPLICABLE THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED, AND THE INTERNAL REVENUE CODE, AS AMENDED, APPLICABLE TO RETIREMENT ACCOUNTS);

- (ii) ANY OBLIGATION TO ACT IN YOUR BEST INTERESTS WHEN PROVIDING THESE SERVICES TO YOU; OR

- (iii) PREVENT YOU FROM SEEKING RECOURSE FROM EMC IN CONNECTION WITH SUCH RIGHTS.

EMC ENCOURAGES YOU TO CONSULT WITH YOUR LEGAL COUNSEL CONCERNING THOSE RIGHTS BEFORE ENTERING INTO THIS APPLICATION AGREEMENT AND ANY TIME YOU HAVE QUESTIONS ABOUT SUCH RIGHTS.

10.2 Access and Technology Problems

You acknowledge that access to any service under this Agreement that is accessible through the internet may be limited or unavailable from time to time. You agree that neither EMC nor Indemnified Persons will be liable for any damages (including losses, lost opportunities, lost profits, and the cost of substitute services) relating to the use of, inability to use, disruptions or interruptions in, the lack of access to, or the operation of, or otherwise arising in connection with any services under this Agreement accessible through the internet or cellular service. Without limiting the generality of the preceding sentence, neither EMC nor Indemnified Persons will be liable for the transmission of harmful data or code that may impact equipment, files, or data of you or anyone else or for the incompatibility of any equipment you own or use with technology used by EMC. You agree that neither EMC nor Indemnified Persons make any warranty of any kind, express or implied, regarding the usability or functionality of the Application or or any other hardware, software, or technology used in connection with the Application.

10.3 Application Content

EMC may enhance, supplement, modify, or remove content on Application at any time for any reason without notice to you but will have no duty to update such content. You acknowledge that there may be inaccuracies or typographical errors in content on the Application, and/or websites linked to either of the EMC Website or Application from time to time and agree that EMC specifically disclaims all liability for such inaccuracies or errors. You acknowledge and agree that the content and opinions on third-party websites linked to either of the EMC Website or Application are not necessarily monitored, reviewed, investigated, verified, validated, or endorsed by EMC. EMC is not responsible for the accuracy or reliability of any information on the EMC Website or Application to the greatest extent permitted by applicable law.

All content, products, and services on the Websites and the Application are provided “as is” without any warranty of any kind, express or implied, including warranties of accuracy, fitness for a specific purpose, security, ownership, title, non-infringement, or merchantability.

10.4 Independent Contractors

Neither EMC nor Indemnified Persons will be liable for the acts or omissions of their vendors or other contractors, including the any Independent Broker, Banks of Record, or any third party otherwise providing services in connection with your EMC User Account.

10.5 Automated Clearing House (ACH) And Other Electronic Funds Transfer Transactions

You acknowledge that it is your responsibility to provide correct and legitimate payment instructions for your Funding Source to EMC, or any electronic funds transfer operator used by EMC, when requested in connection with the Application. You agree to be bound by the National Automated Clearing House Association operating rules and any applicable ACH or other Electronic Funds Transfer operating rules. You acknowledge that mismatched, incorrect, or incomplete identifying information regarding your Funding Source or in payment instructions to make a Deposit or pay Subscription Fees may result in an Electronic Funds Transfer being rejected, lost, posted to an incorrect account or returned to the bank that maintains your Funding Source without notice to you. You agree that EMC may request, and the ACH Operator or Carrying Broker may make, Electronic Funds Transfer Withdrawals solely by reference to the account number of the recipient. EMC will not be obligated by any provision of the Agreement to determine whether there is a discrepancy relating to names or account numbers in transfers between any of your Accounts and your Funding Source. You agree to indemnify and hold EMC and the other Indemnified Persons harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding your Funding Source or in payment instructions for an Electronic Funds Transfer to make a Deposit or Withdrawal or pay Subscription Fees. You agree that processing of Electronic Funds Transfers for Deposits, Withdrawals, or Subscription Fees may be delayed for five (5) Business Days for ordinary course requests, or longer pursuant to the EMC’s policies, if we suspect there may be unauthorized or fraudulent activity related to the account. If you believe that a transfer has not been properly credited to you, you agree to notify EMC promptly. You agree that money transferred from your Funding Source may not be reflected in a Deposit or credited to your Account(s) or available during delays.

YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING SUFFICIENT FUNDS IN YOUR FUNDING SOURCE TO COVER ALL DEPOSITS. FAILURE TO DO SO MAY RESULT IN OVERDRAFT OR OTHER FEES BY YOUR BANKING INSTITUTION THAT MAINTAINS YOUR FUNDING SOURCE. SUCH FEES ARE NOT COLLECTED OR IMPOSED BY EMC. You agree that, notwithstanding anything to the contrary in this Agreement, EMC and the Indemnified Persons will not be liable for, and make no representations with respect to, Electronic Funds Transfer processing delays; any act or omission of, including any overdraft or other fee charged by, any financial institution that maintains your Funding Source, or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from an Electronic Funds Transfer associated with a Deposit or payment of any Subscription Fee is provisional until EMC receives payment. Without limiting any other rights of EMC to delay a Withdrawal or deny a request for a Withdrawal, EMC reserve the right to delay or prevent a Withdrawal of the proceeds of any Deposit pending verification of final payment.

If EMC does not receive final payment, or if any of your EMC Account(s) have been credited by mistake, you authorize EMC To reverse the credit to your affected EMC Account(s) or you will otherwise reimburse EMC if assets in your affected EMC Account(s) are not sufficient. If a payment funding a Deposit does not become final, the originator (which is you in the case of a Deposit originating in your Funding Source, your employer in the case of an employer contribution to an EMC IRA Custodial Account that is a simplified employee pension plan individual retirement account) will not be deemed to have paid you in your applicable Account.

11. Miscellaneous

11.1 Governing Law

This Agreement will be construed under Florida law, which will govern as if they were entered into and intended to be performed in the state of Florida.

11.2 Entire Agreement

You acknowledge and agree that this Agreement as it may be amended from time to time in accordance with its terms, constitute the entire understanding between you and EMC with respect to this Agreement. You acknowledge and agree that this Agreement supersedes any previous agreements with EMC.

11.3 Severability

If any provision of this Agreement is held unenforceable or invalid under any law, rule, or administrative or judicial order or decision, that holding will not alter the enforceability or validity of this Agreement's remaining provisions to the greatest extent allowable by law.

11.4 Survival

The provisions of Section 4 (Fees), Section 5.1 (Privacy and Data Security), Section 6 (Client Information), Section 10 (Liability), and Section 12 (Dispute Resolution – Mandatory Arbitration) shall survive the termination of this Agreement, as well as all such other rights and obligations herein that by their nature should survive such termination.

11.5 Interpretation

Headings in this Agreement are descriptive and for convenience only. The headings do not alter the scope of the rights and obligations created by this Agreement, or the terms and conditions under either of them. Defined terms will have their assigned meanings wherever used in this Agreement, regardless of whether the terms are defined in the Definitions Section of this Agreement or used in the singular or the plural.

No provision in this Agreement granting any right or authority to EMC or its agents will be deemed to preclude or limit or lessen any other right or authority granted to EMC, or any of its agents under this Agreement unless the preclusion, limitation or lessening is stated expressly. No course of dealing between you and EMC, nor any delay by EMC in exercising any rights or remedies under this Agreement, will be deemed to be a waiver of such rights or remedies. Any such right or remedy may be exercised as often as EMC may determine in its sole discretion.

11.6 Notice

You acknowledge that the usual way EMC will provide you notice under this Agreement, including notices of new versions when modified pursuant to Section 11.10 below, is by posting such notices on the EMC Website and/or the Application; provided that EMC will also provide you with notice of material changes via email or other written communication. You agree to check the EMC Website and the Application frequently. If (i) required by applicable law; (ii) as set forth in Section 11.10 below regarding material amendments, and/or (iii) if decided in their sole discretion, EMC may provide you with notices by other means, including emails linking to the EMC Website or Application, other emails, and traditional mail.

11.7 Geographic Scope of Application

You represent and warrant that you are a lawful resident of the United States or serving in the United States military living temporarily outside of the United States and that you have been lawfully issued by the government of the United States the social security number or tax identification number you provided when applying for an EMC User Account or any other EMC Account through the EMC Website or in the Application. You acknowledge that the Application is intended solely for natural persons who are citizens or other lawful residents

of the United States and who are located in the United States and that EMC does not intend to offer the Application, any securities, or any other products or services outside the United States. You acknowledge that EMC does not offer the Application to non-resident aliens subject to tax withholding. EMC does not represent or warrant that any aspect of the Application, including information available from the EMC Website or the Application, complies with any law or regulation of any jurisdiction outside the United States.

11.8 Authority

You represent and warrant that you have the full power and authority to enter into this Agreement. You certify that you are over eighteen (18) years of age or of legal age to enter into contracts in the state where you live, whichever is older. You agree that, when you sign below, this Agreement will have been duly authorized and will be binding. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Agreement.

11.9 No Conflict

You represent and warrant that no term of this Agreement conflicts with or violates any duty you have under any law, regulation, or agreement.

11.10 Amendment and Consents

You understand and agree that EMC may amend this Agreement from time to time by (i) providing you with notice of material changes via email or other written communication; and (ii) posting the amendment on the EMC Website or through the Application for all other changes, and, accordingly, you further agree to check the EMC Website and/or the Application for amended versions of this Agreement. You understand and agree that your continued use of the Application, including but not limited to not closing any of your EMC Accounts, maintaining an EMC User Account, and/or using any service provided in the Application without objecting after the effective date of an amendment, indicates your acceptance of this Agreement and amendments thereto, and that you will be legally bound to its terms and conditions. Nothing in this Agreement will be deemed waived or amended without the prior express written consent of EMC executed by a duly authorized representative of EMC.

Subject to applicable law, you agree that, in any matter for which your consent or agreement is required or for which EMC may seek your consent or agreement, you will be deemed to have given your consent or agreement if EMC sends you prior notice of such matter and indicates that you will be deemed to consent or agree to the matter if you do not object in the manner and by the deadline stated in the notice and you do not so object by the deadline stated in the notice.

11.11 Assignment

You acknowledge that you may not assign your rights or obligations under this Agreement without the prior express written consent of EMC. EMC may assign their rights or obligations, including the right to collect any debit balance or other obligations owing in your EMC Accounts or User Account to other present or future affiliated entities without giving notice to you or, if to any unaffiliated entity, upon written notice to you, subject to the Terms Related to Investment Advisory Services detailed herein.

12. Dispute Resolution - Mandatory Arbitration

This Agreement contains an arbitration clause. Mandatory, individual arbitration applies to this Agreement and governs all transactions hereunder, any and all promotions or rewards offered by EMC and/or any other interactions between the parties that relate to the relationship by and between you and EMC, and any of its employees, officers, directors, owners, or members. By affirmatively confirming your consent to this Agreement, EMC and you agree as follows:

- Except for individual complaints filed in small claims court consistent with the applicable jurisdictional limits or unless you opt-out as described below, the sole and exclusive forum and remedy for resolution of any claims will be final and binding arbitration pursuant to this Section.

- 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 or otherwise in this Dispute Resolution provision.

- 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 unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least twenty (20) days prior to the first scheduled hearing date.

- The panel of arbitrators may 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. In some cases, a claim that is ineligible for arbitration may be brought in court.

- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, will be incorporated into this Agreement.

12.1. Mandatory Arbitration With Respect To Securities

All controversies that may arise between you and EMC concerning any subject matter, issue, or circumstance whatsoever (including controversies concerning any applicable Account, Order, or transaction, or the continuation, performance, interpretation, or breach of this Agreement, or any other agreement between you and EMC which involves services performed by EMC in the purchase or sale of securities, whether entered into or arising before, on, or after the date this account is opened) will be determined by binding arbitration through FINRA to the extent applicable. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. For more information, including instructions on how to file an arbitration demand with FINRA, please visit https://www.finra.org/arbitration-mediation/learn-about-arbitration (https://www.finra.org/arbitration-mediation/learn-about-arbitration). Any disputes between you and EMC that cannot be arbitrated before FINRA will be determined by binding arbitration through the American Arbitration Association (the “AAA”) under its rules and procedures for Consumer Related Disputes, as modified by this mandatory arbitration provision. See Section 12.2 below for more information.

12.2. Mandatory Arbitration With Respect To EMC Other Than With Respect to Securities

All controversies that may arise between you and EMC (or any of EMC’s officers, directors, employees, members, or owners) concerning any account, order, or transaction, or the continuation, performance, interpretation, or breach of this Agreement, any other agreement between you and EMC, all transactions thereunder, any and all terms and conditions published by EMC, any promotions or rewards offered by EMC, and/or any other communications or interactions between the parties that relate to the relationship by and between you and EMC, whether entered into or arising before, on, or after the date your EMC User Account is opened, will be determined by binding arbitration through the AAA under its rules and procedures and, where appropriate, the then-current Supplementary Procedures for Consumer Related Disputes, as modified by this mandatory arbitration provision. For more information, including instructions about how to file an arbitration demand with AAA, please visit https://adr.org/consumer (https://adr.org/consumer) or call 800-778-7879.

12.3. General Terms Applicable To All Mandatory Arbitrations (Under Section 12.1 and 12.2)

You and EMC acknowledge that judgment on any arbitration award may be entered in any court of competent jurisdiction.

This Section 12 survives the end of the relationship between you and EMC, including without limitation cancellation or termination of this Agreement, and any opt-out by you of electronic communications.

Location and costs of arbitration: Unless you and EMC agree to conduct arbitration by teleconference, videoconference, or otherwise, any arbitration hearing will take place in Miami, Florida. The merits of the dispute shall be resolved in accordance with the laws of the State of Florida, USA, without reference to its conflict of laws rules, choice of laws rules, or any other principles that would result in the application of a different body of law. Except for a dispute determined by the arbitrator to be frivolous or initiated in bad faith, EMC will pay all filing fees and reimburse you for documented expenses up to a total amount of $2,000 and waives any rights it may have to recover an award of attorneys’ fees and expenses against you.

Claims against multiple entities: If there is a final judicial determination that applicable law and/or regulatory rules, including FINRA rules with respect to mandatory arbitrations related to EMC, preclude enforcement of this arbitration provision as to a particular claim for relief against a particular entity, then that claim (and only that claim) against that entity (and only that entity) must be severed from the arbitration provision and may be brought in court. Any other claims you have against any other entities that are not precluded from being arbitrated will remain subject to binding arbitration. For avoidance of doubt, this means that you agree to binding arbitration for all claims against all applicable entities to the maximum extent allowable under applicable law, even though you may have to proceed in different forums for the same or similar claims against different entities.

No class actions: NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS. UNLESS CONSENTED TO IN WRITING BY ALL PARTIES TO THE ARBITRATION, NO PARTY TO THE ARBITRATION MAY JOIN, CONSOLIDATE, OR OTHERWISE BRING CLAIMS FOR OR ON BEHALF OF TWO OR MORE INDIVIDUALS OR UNRELATED CORPORATE ENTITIES IN THE SAME ARBITRATION UNLESS THOSE PERSONS ARE PARTIES TO A SINGLE TRANSACTION. Unless consented to in writing by all parties to the arbitration, and except for public injunctive relief awarded under Florida law, an award in arbitration will determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and will not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any claim of anyone other than a named party; or (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator will have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, will be invalid and unenforceable. Any challenge to the validity of this class waiver section will be determined exclusively by a court and not by the administrator or any arbitrator.

Arbitration opt-out: If you do not agree to arbitrate disputes as detailed herein, you may opt out of this arbitration provision for all purposes by sending an arbitration opt-out notice to ayuda@elmenudocuenta.com (mailto:ayuda@elmenudocuenta.com), within thirty (30) days of (i) the date of your electronic acceptance of the terms of this Agreement; or (ii) the date we notify you in writing regarding any material changes to this Section 12. The opt-out notice must clearly state that you are rejecting arbitration, identify this Agreement, provide your name and address, and be signed by you. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of its authority to submit the opt-out notice on your behalf.

Electronic Signature

If you would like to participate in the Application and have carefully reviewed this Agreement, including THE DISPUTE RESOLUTION - MANDATORY ARBITRATION PROVISIONS IN SECTION 12 OF THIS AGREEMENT, then click the “I Agree” button (or similar language).

BY CLICKING “I AGREE” (OR SUCH SIMILAR LANGUAGE), YOU AGREE TO ENTER INTO THIS CLIENT AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME, AS DESCRIBED IN THIS AGREEMENT, TO THE PRODUCTS AND SERVICES I HAVE CHOSEN OR IN THE FUTURE WILL CHOOSE AND AGREE TO BE BOUND BY THEIR TERMS AND CONDITIONS, AS MAY BE AMENDED FROM TIME TO TIME.

TO THE GREATEST EXTENT ALLOWABLE BY APPLICABLE LAW, YOUR ELECTRONIC SIGNATURE APPLIES TO ALL AMENDMENTS TO THIS CLIENT AGREEMENT AS SET FORTH IN SECTION 11.10 AMENDMENT AND CONSENTS.

Questions? Please contact EMC Customer Service at:

Email: ayuda@elmenudocuenta.com (mailto:ayuda@elmenudocuenta.com)

Telephone: +1 (888) 507-5950

Fax: (201) 839-4349

Mail: El Menudo Cuenta LLC, 2332 Galiano St., 2nd Fl, Coral Gables, FL 33134

Glossary of Terms

When the following capitalized terms are used in this Client Agreement, the following definitions apply:

Account Value means the aggregate value at any point of the assets in any one of your EMC Accounts.

ACH means the Automated Clearing House, a network for, among other things, direct payment by electronic funds transfer.

ACH Operator means a bank or other vendor that EMC engages from time to time for you to use when you use the Automated Clearing House payment system to transfer money from your Funding Source to EMC and to transfer money from EMC to your Funding Source, and/or any other electronic funds transfer operator performing the same substantially similar service engaged by EMC

Advisers Act means the Investment Advisers Act of 1940, as amended.

Advisory Fee means the portion of the Subscription Fee payable to EMC for the Advisory Services.

Advisory Services means the services EMC provides you as set forth herein, including without limitation under the Terms Related to Investment Advisory Services section of the Agreement.

Application means the software and technology that EMC provides for you to access your EMC User Account(s), using an internet-connected device that is compatible with the Application. Application includes the collective products and services offered by EMC, including without limitation, any websites or mobile applications owned or operated by EMC, all Accounts, all educational content and newsletters, and any and all other products or services, or access to products or services, that EMC offers now or in the future.

Brochure means the wrap fee brochure that EMC files with the SEC on Form ADV Part 2A.

Business Day means a day when: (i) the New York Stock Exchange or NASDAQ opens for trading during all or part of that day; and (ii) banks in the United States are generally open for business during all or part of that day.

Cash means the money credited to your EMC Account(s). Cash includes money you send to EMC from your Funding Source to buy securities and money you receive from sales of securities, or dividends or interest paid by ETFs and/or Stocks.

Client Information means all information about you, including, but not limited to, information about your identity, email address, physical address, location, nationality, citizenship, tax residency, financial situation, investment objectives, and Funding Source(s), that you EMC through the EMC Website, the Application or otherwise.

Deposit means, with respect to your Account(s), a transfer of money from your Funding Source to EMC and the crediting to the applicable Account by EMC of the money EMC receives.

Electronic Funds Transfer means an ACH or other electronic funds transfer.

ETF means any exchange-traded fund included by EMC in any Model Portfolios made available to you by EMC for you to purchase and sell as part of an EMC Portfolio Account.

EMC Account means any combination of EMC Account(s)

EMC User Account means your user account with EMC, which allows you access to the overall account services and Application, as applicable to your selected Subscription Plan.

EMC Website means www.elmenudocuenta.com (http://www.elmenudocuenta.com/), which EMC operates.

Exchange Act means the Securities Exchange Act of 1934, as amended from time to time.

FDIC means the Federal Deposit Insurance Corporation. Deposits at FDIC insured institutions are insured up to at least $250,000 per depositor, per ownership category. FDIC insurance applies only to accounts held in the United States and its territories and possessions. For details, please refer to the brochure published by the FDIC or visit the FDIC website at www.fdic.gov (https://www.fdic.gov/).

Form CRS means the Relationship Summary pursuant to the Securities and Exchange Commission, Customer Relationship Summary by El Menudo Cuenta, LLC.

Funding Source means a bank account that you use to send money to and receive money from your EMC Account(s). It is a bank account that will be a source of Deposits and destination of Withdrawals in the Application. Your Primary Funding Source is the primary bank account from which Electronic Funds Transfer payment will be debited to pay your Subscription Fee. You may change your Primary Funding Source in the Application. You may also set up a secondary external Funding Source that may also be a source of Deposits and a destination of Withdrawals for your EMC Account. Your Subscription Fee may be debited from such account if we are unable, for any reason, to debit your Subscription Fee from your Primary Funding Source, or to bring any EMC Account to a zero balance from a negative balance state, in accordance with applicable law. At no point may you have more than one external account as a Funding Source.

Indemnified Persons means parent companies, subsidiaries, affiliates, officers, directors, employees, members, owners, representatives, successors, assigns, and/or agents of any of EMC.

Investor Profile Questionnaire means questions created and asked by EMC in the Application and answered by you, including regarding your Client Information. EMC uses a proprietary algorithm to recommend to you a Recommended Portfolio based upon your answers to the Investor Profile Questionnaire.

Model Portfolio means the model portfolios that EMC has developed in its capacity as investment adviser for its investment advisory clients to invest in Accounts through the Application.

Primary Funding Source means the primary bank account from which Electronic Funds Transfer payment will be debited to pay your Subscription Fee or, if applicable, other fees associated with the Application.

Privacy Notice means collectively the Privacy Policy of EMC available on the EMC Website and/or through the Application, as amended from time to time; and (ii) any Privacy Policy of EMC that is otherwise made available to you in the context of your User Account or EMC Account(s).

Rebalancing means a combination of purchases and/or sales ordered by EMC on your behalf, or effected by EMC pursuant to your instructions in connection with your EMC Account, to keep the proportions of securities in your Account within specified ranges of the corresponding proportions of securities in your Selected Portfolio.

Recommended Portfolio means the Model Portfolio EMC recommends for your Account(s) that is based on certain Client Information and Investor Profile Questionnaire you supply to EMC through the Application.

SEC means the U.S. Securities and Exchange Commission.

Secondary Funding Source means secondary checking account from which Electronic Funds Transfer payment will be debited to pay your Subscription Fee or, if applicable, other fees associated with the Application, when such funds are unable to be collected from the Primary Funding Source for any reason. A Secondary Funding Source may be used to return an EMC Account to a zero balance from a negative balance state in accordance with applicable law.

Securities Act means the Securities Act of 1933, as amended from time to time.

Selected Portfolio means the Model Portfolio that you to select as your investment objective for your Account.

Service Provider has the meaning set forth in Section 2 of the Agreement.

Subscription Fee means the fee fully described in Section 4 of this Agreement.

Subscription Plan means the subscription level that applies to the EMC User Account and corresponding services and EMC Accounts included in such Subscription Plan. Subscription Plan names as designated herein are descriptive only and may change from time to time in EMC's sole discretion, with or without notice, provided that no change is made to your Subscription Fee or services offered to you.

Terms of Use means any written terms or conditions that EMC requires you to abide by when using the Application and the Website. The Terms of Use include any written terms or conditions that EMC requires you to agree with regard to your use or access of the Application or the EMC Website.

Website means the EMC Website: www.elmenudocuenta.com (http://www.elmenudocuenta.com/).

Withdrawal means a transfer to your Funding Source of Cash disbursed from an EMC Account pursuant to a Withdrawal Request.

Withdrawal Request means a communication you send EMC through the Application requesting that EMC place orders for sales and instruct EMC to disburse the proceeds of the sales to fund a Withdrawal in the requested amount.