

ANT MONEY ADVISORS, LLC
INVESTMENT ADVISORY AGREEMENT

Effective Date: October 21, 2020

This is an agreement between you ("Client") and Ant Money Advisors, LLC. ("AMA") an investment advisor registered with the United States Securities and Exchange Commission. In consideration of the mutual benefits and covenants contained herein, if you agree to the terms of this Agreement, please click the button to indicate "I agree". This establishes your agreement to the terms hereof and your continued participation in the program confirms this Agreement. This contract contains a binding arbitration provision, which may be enforced by the parties.

1. **Advisory Services.** Client hereby appoints AMA and AMA hereby accepts the appointment, to be Client's investment advisor and to provide discretionary investment management services to the investment advisory account(s) (the "Account" whether one or more) established by the Client with DriveWealth, LLC. ("DW" or "Custodian"), in accordance with the terms and conditions hereinafter set forth. DriveWealth, LLC. is a registered broker-dealer with the United States Securities and Exchange Commission and a member of the Financial Industry Regulatory Authority. Throughout the term of this Agreement, AMA shall have full 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 brokers, dealers, or as directed by the Client, as the case may be, all without prior consultation with the Client and all at such times as AMA deems appropriate (subject to any restrictions imposed by the Client). The recommendations developed by AMA are based on the professional judgment of AMA's Chief Investment Officer. AMA shall have no responsibility with respect to any Client assets not under its control and supervision.

In addition to the foregoing, AMA will provide the following services:

(a) AMA will determine from time to time which exchange-traded funds ("ETF"s) and mutual funds or other securities the Client will invest in.

(b) AMA will administer the Account, including matters such as: (i) regulating the timing of Client's purchases and sales; (ii) allowances of Client's deposits and withdrawals.

(c) AMA will advise Client concerning the investment and reinvestment of those assets held in a Client's Account solely through DW.

(d) AMA will provide the Client access to their AMA Account information via technology provided by third parties ("Third Party Technology Providers"). Such technology ("Third Party App" or "App") is solely the technology of that Third-Party Technology Provider. The App will provide reporting information about goals, progress, Account status, securities positions and balances. AMA may also send Client periodic email communications describing goals and progress, Account information, and product features.

(e) AMA reserves the right to cancel or suspend any transaction due to fraud or for any other reason, including legal compliance and related concerns.

AMA's obligation to provide the above services is subject to Client's compliance with all terms of this Agreement. Nothing in this Agreement will give AMA any authority to direct any Client or beneficiary cash or securities or to take possession of any assets in an Account.

2. **Services Outside Scope of Engagement.** AMA will not provide Client with the following services:

(a) AMA will not provide the Client tax, accounting, or legal advice. AMA encourages Client to work closely with Client's attorneys, accountants, and other appropriate professionals.

(b) AMA will not act as the custodian for any account. DW shall be the custodian for all Client accounts, and DW shall have possession of the assets of the accounts or provide custodian level statements. The Client will complete the necessary application materials to open an account with DW and DW is a "qualified custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the "Advisers Act").

(c) AMA will not act as the broker for any account. DW shall be the broker/dealer for any account managed by AMA. DW will execute all orders on behalf of any account and will provide all confirmations to the Client and AMA. AMA reserves the right to select a different broker/dealer if AMA believes that a different broker/dealer will provide the best execution with respect to any transaction. "Best execution" includes the amount of broker/dealer fees which will be charged to AMA in connection with any trade, but it may also include other benefits.

(d) AMA will not act as the bank for any account. Except as otherwise provided in this Agreement, bank services are provided through a bank chosen by Client.

3. **Account Connections.**

(a) The Client is required to connect their Account to the Client's bank and/or Third Party Technology Provider's account from which money will be transferred to fund the Account (the "Funding Account") by entering into the App true, accurate, current, and complete information about the Funding Account. The Account will not be connected to Client's Funding Account unless and until a confirmation is sent through the App indicating that Client has successfully connected the Account to the Funding Account.

(b) If a Client's Funding Account is closed or restricted after it is connected to the Account, Client will have no right under the Agreement to make deposits to or withdrawals from their Account unless: (i) the Funding Account is reopened or unrestricted; or (ii) Client successfully connects a different Funding Account to the Account.

(c) Client will be required to use technology provided by Third Party Technology Providers

in order to connect and access the Account. AMA makes no warranties and expressly disclaims all other warranties regarding the correctness, quality, accuracy, completeness, reliability or usefulness of such Third-Party Technology, or the results that may be obtained from the use of the Third Party Technology. Clients are responsible to evaluate Third Party Technology, AMA shall not be liable for any damage or loss caused by Client's reliance on or other use of Third-Party Technology.

4. **Uniform Gifts to Minors Act ("UGMA") and Uniform Transfers to Minors Act ("UTMA") Accounts:** Client may establish AMA Accounts under UGMA or UTMA regulations on behalf of a minor under the age of 18 ("Beneficiary"). With respect to each such account:

(a) The law of the Beneficiary's state of residence will govern the UGMA and UTMA accounts. Client will provide AMA the correct state of residence of the minor for whom the UGMA or UTMA account is created, and represent and warrant to AMA that the residence being used to create the account is accurate and truthful, and Client will update the information as necessary to keep it true, accurate, and current. Client will provide AMA, upon request and to the extent possible, with Beneficiary's email address, mailing address, and any other information that may assist AMA in contacting the Beneficiary if necessary and will update this information as necessary to keep it true, accurate and current.

(b) The age of custodianship termination varies by state, although most states set the maximum age for termination at either 18 or 21, and certain states permit a custodian to elect to extend custodianship to age 25. If the termination age selected by Client is different from the default age of the state of residence of Beneficiary, Client is responsible under UGMA and UTMA for determining the proper termination age. In order to select a different age of termination other than the set maximum age, Client must contact AMA at support@antmoneyadvisors.com. Beneficiary will have complete control over the UGMA or UTMA account upon reaching the age of custodianship termination, and AMA may restrict the Client's access to an UGMA or UTMA account and register the account's assets in the Beneficiary's name upon custodianship termination. Questions about termination age should be directed to your legal or tax advisor.

(c) The Client acknowledges and agrees that as provided under the applicable laws governing UGMA/UTMA, (i) all deposits and investments into an UTMA/UGMA account immediately and irrevocably become property of Beneficiary; (ii) Beneficiary will have complete control over the Account when they reach the set age of majority; (iii) assets in the Account must be used for the benefit of the Beneficiary.

(d) The Client has sole responsibility to manage the UGMA or UTMA account for Beneficiary, in accordance with all applicable law.

(e) The Client agrees to give permission for Beneficiary to download, register and access the App in order to access, view, and make recommendations ("Beneficiary Requests") to the Account. Client also represents that Beneficiary is eligible to access the App's services. AMA will allow Beneficiaries to place, and will generally honor, subject to conditions, limitations, and

restrictions, Beneficiary Requests so that, by choosing among a curated list of buy-and-hold investments that AMA has researched and selected, they can begin building investing experience at a young age with relatively small amounts. Beneficiary Requests are taken into consideration by AMA and AMA, in its sole discretion, will use best execution to make trades that AMA deems appropriate. AMA may reject Beneficiary Requests and/or reverse or offset transactions that AMA deems inconsistent with AMA's investment strategy.

5. **Allocation of Brokerage.** Where AMA places orders for the execution of portfolio transactions for the Account, AMA will obtain the best execution for orders of the Account in accordance with applicable law. AMA may also allocate such transactions to such brokers and dealers, including affiliates of AMA, for execution on such markets, at such prices and at such commission rates as in the good faith judgment of AMA will be in the best interest of the Client, taking into consideration in the selection of such brokers and dealers not only the available prices and rates of brokerage commissions, but also other relevant factors (such as, without limitation, execution capabilities, research and other services provided by such brokers or dealers which are expected to enhance the general portfolio management capabilities of AMA, and the value of an ongoing relationship of AMA) without having to demonstrate that such factors are of a direct benefit to the Client.

6. **Client Directed Transactions.** The Client shall be free to request that AMA choose specific securities from a pool of securities that AMA makes available to the Client and direct any investment to be held in the Account or to withdraw funds held in the Account. The Client agrees to request such withdrawals from AMA through the App, when applicable, or by reaching out to the App's customer service and such withdrawals will be transferred to the Funding Account. AMA will use its best efforts to consider the effects on the Account's investment portfolio and AMA's investment advice of any investments so directed, but AMA assumes no responsibility for any investment activity directed by the Client.

7. **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 [Form CRS](#), [ADV Part 2A](#), and [Part 2B](#), as filed with the Securities and Exchange Commission; (c) the Client has provided via the Website or App all of the information which AMA 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 AMA, through the Website or App, of any change in the information.

8. **AMA'S Representations and Acknowledgements.** AMA represents and/or acknowledges that: (a) AMA is registered as an investment adviser with the United States Securities and Exchange Commission; (b) AMA has delivered to the Client [Form CRS](#), [ADV Part 2A](#), and [Part 2B](#), as filed with the Securities and Exchange Commission; and (c) to the extent required by law, AMA will treat as confidential any information obtained from or about the Client or the Client's Account through the performance of its obligations under this Agreement.

9. **Agency Relationship.** This Agreement is an agency agreement and does not pass title to any Account assets to AMA. AMA does not assume responsibility for the payment of any obligation of the Account or of the Client absent written acknowledgement by the Client. AMA may execute, as agent, any declaration or certificates of ownership required under any state or federal tax law.

10. **Voting of Proxies.** AMA shall have no obligation to save and to hold for Client, or to forward to Client, any proxies, notices of shareholders' meetings, annual reports or other literature customarily mailed to shareholders. AMA will not be required to take any action or render any advice with respect to voting of proxies solicited by, or with respect to, the issuers of securities in which Client's assets may be invested. However, Custodian may forward to the Client any proxies, notices of shareholders meetings, annual reports or other literature customarily mailed to shareholders, when applicable. Client will be responsible for voting all proxies received in connection with assets held in the Account.

11. **Non-exclusivity.** It is understood that AMA performs investment advisory services for various clients. The Client agrees that AMA may give advice and take action in the performance of its duties with respect to any of its other Clients which may differ with respect to the Account. Moreover, it is understood that AMA and its principals may take actions in the purchase or sale of securities which may differ from the actions AMA takes in connection with the Client Account. Nothing in this Agreement shall be deemed to confer upon AMA any obligation to acquire for the Account a position in any security which AMA or its directors, principals or employees may acquire for their own accounts or for the account of any other Client.

12. **Limitation of Liability.** In providing services under this Agreement, the Client acknowledges that except for malfeasance or violation of applicable law, neither AMA, 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 AMA and its principals, directors, officers, employees or agents against any Loss which AMA may incur if and to the extent such Loss is caused by the Client's or its agent's or designee's (other than AMA) own actions or omissions or by any inaccuracy or breach by the Client of any of its representations or acknowledgements hereunder. 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 11 shall survive the termination of this Agreement.

13. **Account Reporting.** By accepting this Agreement, the Client is instructing the Custodian to provide AMA with such periodic Account reports as AMA may reasonably request from time to time. The Custodian agrees to deliver via email, the Website, or App a quarterly account statement directly to the client showing all disbursements from the account. The Client recognizes that dividends, capital gains, transfers and sales of securities may create a taxable event unless the Account is a tax-qualified or tax-exempt account. The Client also acknowledges

that AMA does not offer legal or tax advice and it is the separate responsibility of the Client to retain the services of legal and tax professionals to the extent deemed necessary.

14. **Termination, Assignment and Amendment.** The Client may terminate this Agreement without penalty, if notice is given by written request within five business days after entering into the Agreement. Otherwise costs incurred to the date notice is received will be retained.

The Client acknowledges and understands that, unless otherwise agreed, this Agreement may be terminated by either party to this Agreement at any time upon thirty (30) days' prior written notice to the other party. No assignment (as defined in the Investment Advisers Act of 1940, as amended) of this Agreement by AMA shall be effective without the Client's consent. Unless otherwise provided herein, any amendment of this Agreement shall require the written consent of both parties.

15. **Governing Law.** The Client understands that unless preempted by federal law, this Agreement shall be governed by the laws of the State of California without giving effect to any conflict of laws, principle, doctrine or statute.

16. **Notices.** The Client understands that unless subsequent written notice is given, any notice, report or other written communication provided to a party shall be mailed to such party's address as stated on the signature page of this Agreement (or any exhibit thereof), and that AMA may forward to its agents a copy of any written communication sent by the Client in connection with this Agreement. All notices and other communications contemplated by this Agreement shall be deemed duly given if delivered in accordance with this Section 15.

17. **Risk.** Client hereby represents and warrants that Client understands that investments in securities are inherently risky, and that the risks of such investments increase in proportion to the potential for return from such investments. Client understands that AMA is acting in good faith, but that AMA is not a guarantor of the performance of any security purchased or sold in the account and that AMA shall not be liable for any act or omission in connection with this Agreement by the Client, except in the case of AMA's malfeasance, misconduct, or willful violation of applicable law. Client understands and accepts that a security's past performance may not be indicative of its future results.

18. **Client Rights and Obligations.**

(a) The Client retains sole ownership of its Account, and has the sole right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations. The Client may make deposits and withdrawals, subject to UTMA and UGMA regulations, Third Party Technology Provider's requirements and any maintenance requirements of the Custodian account.

(b) Client acknowledges that AMA will not provide investment advice in person, over the phone, or through any other medium, other than in the Client Account via the App.

(c) Client is liable, as provided in this subsection, for any unauthorized electronic fund transfer involving Client's Account. Client's liability for an unauthorized electronic fund transfer shall be determined as follows:

(1) Timely notice given. If the Client notifies AMA within two business days after learning of the loss or theft of the access device, the Client's liability shall not exceed the lesser of \$50.00 or the amount of unauthorized transfers that occur before notice to AMA.

(2) Timely notice not given. If the Client fails to notify AMA within two business days after learning of the loss or theft of the access device, the Client's liability shall not exceed the lesser of \$500 or the sum of: (i) \$50.00 or the amount of unauthorized transfers that occur within the two business days, whichever is less; and (ii) The amount of unauthorized transfers that occur after the close of two business days and before notice to the institution, provided the institution establishes that these transfers would not have occurred had the Client notified the institution within that two-day period.

(3) Periodic statement. Timely notice not given. A Client must report an unauthorized electronic fund transfer that appears on a periodic statement within 60 days of AMA's transmittal of the statement to avoid liability for subsequent transfers. If the Client fails to do so, the Client's liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to the institution, and that the institution establishes would not have occurred had the Client notified the institution within the 60-day period.

(4) Extension of time limits. If the Client's delay in notifying AMA was due to extenuating circumstances, AMA in its own discretion may extend the times specified above to a reasonable period.

(5) Notice to AMA. (i) Notice to AMA is given when a Client takes steps reasonably necessary to provide AMA with the pertinent information, whether or not a particular employee or agent of AMA actually receives the information. (ii) The Client may notify AMA by email or in writing. (iii) Written notice is considered given once AMA has received the notice by any usual means. Notice may be considered constructively given when AMA becomes aware of circumstances leading to the reasonable belief that an unauthorized transfer to or from the Client's account has been or may be made.

(6) If state or federal law or an agreement between the Client and AMA imposes less liability for Client than is provided by this section, the Client's liability shall not exceed the amount imposed under state or federal law or the Agreement.

(7) As used herein, "business day" means any day except any Saturday, any Sunday, and any day which is a federal legal holiday in the United States.

19. **Electronic Fund Transfer Disclosure Statement.**

The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your account(s). There may be limitations on account activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your account.

(a) Definitions:

Electronic Fund Transfer: Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct us to debit or credit an account. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds, transfers initiated via email, website or mobile application. Preauthorized Electronic Fund Transfer: An Electronic Fund Transfer that you have authorized in advance to recur at substantially regular intervals; for example, direct deposits into or withdrawal of funds out of your account.

(b) Your Liability: Authorized Transfers: You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly. Unauthorized Transfers: Tell us at once if you believe your account or PIN or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Support message us immediately to keep your possible losses to a minimum. You could lose all the money in your account(s). If you tell us within two (2) business days after learning of the loss or theft of your account access device, or after learning of any other unauthorized transfers from your account, you can lose no more than \$50.00 if Electronic Fund Transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as \$500.00. Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section B may be extended for a reasonable period.

20. **Client Communications.** Client recognizes that the value and usefulness of the services provided by AMA will be dependent upon information provided by Client through the App. Client represents and warrants that the financial and other information provided to AMA is true, correct, and complete to the best of Client's knowledge. Client authorizes AMA to rely solely on the information provided by Client through the App, and agrees that AMA is not required to independently verify any information obtained from Client or Client's representatives. Client agrees to promptly inform AMA of any changes in Client's or Beneficiary's information, including financial condition, investment objectives, contact information, or any other material facts. Client authorizes AMA to provide personal financial information, quarterly reviews and

reports, newsletters, disclosure documents, and similar information, and other communications, notices and required disclosures to Client via e-mail and the App.

21. **Fees.** AMA provides an Investment Wrap Fee Program free of charge for all the services provided in this Agreement. Client understands, however, that it will be responsible for any fees charged by Client's custodian and/or broker-dealer, and for all taxes owed with respect to the Account holdings and transactions. Mutual funds and ETFs that are purchased in the account may charge separate advisory fees and other expenses, as set forth in each securities' prospectus.

22. **Additional Terms and Conditions.**

(a) **Use of Application:** Use of AMA's services and tools are subject to separate Terms of Service agreements, which may be amended from time to time. Client understands that personal information, including that which is used to create an investment profile, is collected by electronic means. Client will be authenticated with a username and password and Client is responsible for selecting a safe password and not sharing it with others. Unauthorized access to account(s) may result in unintended changes to the accounts, investment profiles, or other instructions provided to AMA and AMA accepts no liability for actions resulting from such unauthorized access as further detailed in the Terms of Service.

(b) **Market Risk:** Client acknowledges that investments are subject to various market, currency, economic, political, and business risks, and that investments will not always be profitable. In fact, losses may be incurred in connection with the purchase and sale of securities. Client understands that AMA does not guarantee the success or performance of any particular investment, investment strategy, or recommendation (a) made by AMA; or (b) the services.

(c) **Limitation of Liability:** Except as may otherwise be provided by law, AMA will not be liable to Client for (a) any loss that Client may suffer by reason of any recommendations made, or other action taken or omitted, by AMA in good faith and with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from AMA's adherence to Client's instructions; (c) any loss arising from any investment that Client holds or makes that AMA does not recommend; (d) any act or failure to act by Client's custodian, broker-dealer or other third party; (e) any loss arising from Client's failure to follow AMA's investment advice; (f) any loss resulting from Client's failure to provide AMA with current, updated, and accurate information related to the Investment Profile and Plan; or (g) any loss caused by conditions and events beyond AMA's control including, without limitation: electrical, mechanical or equipment breakdowns, computer system failures and malfunctions, system access issues, system capacity issues, delays by third party vendors and/or communications carriers. You agree that in no event will the total aggregate liability of AMA for any claims, losses, or damages arising under or relating to this Agreement or AMA's activities under this Agreement, whether in contract or tort, including negligence, exceed the total prior twelve months' fees paid by the Client under the Account Agreements, even if AMA has been advised of the possibility of a larger claim, loss, or damage; provided, however, that such limitation shall not apply to the Client if a greater recovery is required pursuant to non-waivable provisions of applicable Federal and state

securities laws. Furthermore, Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.

(d) **Voting Securities and Related Matters:** AMA shall have no authority or power to exercise voting rights (including with respect to voting proxies), rights to consent to corporate actions, or other similar rights with respect to securities held in an Account. Rather, Client shall retain all such authority. Further, AMA will not take any action or render any advice with respect to any legal actions, including but not limited to class action lawsuits, involving securities held in Client's account(s).

(e) **Disclosure:** Client acknowledges receipt of a copy of AMA's most recent Privacy Policy, [Form CRS](#) and Form ADV [Part 2A](#) and [Part 2B](#). Client represents that Client has reviewed and considered the disclosures made by AMA in this Agreement, in AMA's Form CRS, and Form ADV, Part 2, including, in particular, the portions related to services, compensation, risks, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

(f) **No Services to Non-U.S. Persons:** Client represents and warrants that both the Client and Beneficiary are U.S. citizens, U.S. permanent residents, or have a valid U.S. visa and reside in the United States. AMA makes no representations or warranties regarding its compliance with laws or legal requirements of any non-U.S. jurisdiction. The services offered hereby are not being offered to, and are generally not available to, anyone located outside the United States, including U.S. citizens residing abroad.

(g) **Access Interruptions:** AMA makes no guarantees that access to the App will be available at all times. Client understands that AMA may at times suspend access to the App, without notice to Client, in order to make repairs or upgrades. In addition, access to the App may at times be limited or unavailable due to hardware or software malfunctions, technical issues, peak demand, maintenance, upgrades, failure or interruption of internet service, acts of God, or for other reasons.

(h) **Notices and Communications:** Except where a different form of notice is specifically provided for in this Agreement, any notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) sent through the App, (ii) sent by electronic mail to the Client at the address provided to AMA by Client, or (iii) sent by mail or overnight delivery.

(i) **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and each party hereto acknowledges to the other that it is not relying on any statement, understanding or agreement not fully stated herein and each party hereby expressly waives any, and all, claims or defenses to enforcement of this Agreement which are based on any statement, understanding or agreement not fully stated herein. This Agreement supersedes and replaces any prior agreement between the parties.

(j) **Amendment and Waiver:** Except as otherwise set forth in this Agreement, any amendment to this Agreement must be in writing and agreed upon by the parties to be valid. The failure of either party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.

(k) **Electronic Signature:** Client's intentional action of electing to agree to this Agreement is valid evidence of Client's consent and intention to be legally bound by this Agreement and any other documentation submitted in the process or governing Client's relationship with AMA. The electronically stored copy of this Agreement shall be considered the complete, authentic, and enforceable record of the Agreement, admissible in judicial or administrative proceedings. If Client and Client's spouse have electronically agreed to this Agreement as "Client", the representations under this Agreement with respect to Client will be joint and several.

(l) **Additional Client Representations:** Client represents and warrants that Client has the full power and authority to execute, deliver, and perform Client's and Beneficiary's obligations under this Agreement. Client further warrants that this Agreement is enforceable against Client in accordance with its terms, and that the terms of this Agreement do not violate any obligation by which the Client is bound. If Client is a corporation, limited liability company, partnership, trust, or other legal entity, Client represents and warrants that the individual executing this Agreement on behalf of Client has been duly authorized to do so.

(m) **Arbitration:** If you have a dispute with AMA, we will attempt to resolve any such disputes through our support team. If we cannot resolve the dispute through our support team, you and we agree that any dispute arising under these terms of service shall be finally settled in binding arbitration, on an individual basis, pursuant to this clause. The parties waive their rights to seek remedies in court, including any right to a jury trial. The parties agree that any dispute between or among any of the parties arising out of, relating to, or in connection with this Agreement or the Account(s), including the determination of the scope and applicability of the agreement to arbitrate, shall be resolved exclusively through binding arbitration conducted under the auspices of the American Arbitration Association ("AAA") in accordance with AAA rules for arbitration of consumer disputes or commercial disputes, as applicable. You and AMA expressly waive any right to participate in a class action lawsuit or class-wide arbitration. The arbitration will be conducted by a single, neutral arbitrator and shall take place in Orange County, California in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award, and the arbitral decision may be enforced in any court. The prevailing party in any arbitration or subsequent action or proceeding under these terms of service shall be entitled to costs and attorneys' fees. This section shall survive the termination of this agreement.