

Omen Advisory, LLC – Client Agreement for Discretionary Investment Advisory Services

Effective: August 1, 2025

This Client Agreement ("Agreement") sets forth the terms and conditions under which Omen Advisory, LLC ("Omen," "we," "us," or "our") will provide investment advisory services to you (the "Client"). Please review this Agreement carefully. If you have any questions, contact us or your legal counsel before signing.

1. Account Authority and Discretion

1.1. Grant of Discretionary Authority

Client hereby appoints Omen Advisory, LLC ("Omen," "we," "us," or "our") as your investment adviser with full discretionary authority over the assets that you designate for management in the brokerage account maintained at Alpaca Securities LLC ("Alpaca" or "Custodian"). Our discretionary authority extends to: (a) allocating assets among (i) the FDIC-insured cash sweep program, (ii) individual securities expressly selected by you, and (iii) artificial-intelligence ("AI") managed model portfolios (each, an "AI Agent Portfolio"); (b) implementing trading decisions generated by our proprietary AI agents ("AI Agents") within the parameters you establish, including periodic rebalancing, tactical adjustments, and trade execution; and (c) selling securities or redirecting allocations as necessary to maintain compliance with your stated risk parameters, liquidity needs, and the guidelines of each AI Agent Portfolio. Omen does not accept requests to act as your Power of Attorney. Omen is not responsible for trades made in your Alpaca account that were not recommended or initiated by Omen. Omen may, at its sole discretion, honor reasonable requests and restrictions communicated by you when liquidating or transferring your account.

1.2. Client-Directed Restrictions

You may impose or modify the following restrictions at any time through the Omen web or mobile application ("Omen Platform"): overall risk level (less aggressive, moderately aggressive, or more aggressive growth); specific securities that must be held or must not be purchased; selection or de-selection of particular AI Agent Portfolios; and percentage weighting among cash, specific securities, and AI Agent Portfolios. Any change to portfolio composition beyond these enumerated restrictions—for example, changing weights among component holdings of an AI Agent Portfolio—requires creation of a new prompt and the generation of a new portfolio, which will then be implemented at your direction.

1.3. Client Instructions and Authorized Persons

You may provide instructions to Omen only through the Omen Platform, unless otherwise agreed in writing. If your account is jointly owned, you must designate in writing the person(s) authorized to act on your behalf. Omen may rely on any instruction reasonably believed to be from you or your authorized representative. In the event of conflicting instructions, Omen may, in its sole discretion, refuse to act until the conflict is resolved to its satisfaction.

2. Description of Services

2.1. Digital-Only Advisory Program

Omen is registered with the U.S. Securities and Exchange Commission as an internet-only investment adviser. All advisory services are delivered exclusively through the Omen Platform. No in-person or telephone investment advice is provided and no paper reports are mailed, although you may contact us for technical assistance at hello@givemeanomen.com.

2.2. AI-Driven Portfolio Construction

Our proprietary AI Agents employ advanced machine-learning algorithms and large-language-model frameworks to: ingest and evaluate market data, social-sentiment metrics, macro-economic factors, and company fundamentals; design and optimize diversified equity and ETF portfolios consistent with target return, volatility, skew, kurtosis, and other quantitative metrics; and continuously monitor each portfolio's risk exposures, triggering real-time or periodic rebalancing where deviations exceed pre-programmed drift thresholds. AI Agent Portfolios fall into two broad categories: (a) Omen-Prompted Portfolios – curated by Omen personnel, reviewed for policy compliance, and made available to all clients; and (b) Client-Prompted Portfolios – generated solely from your individual prompt and immediately deployed without pre-implementation human review other than by you. At its discretion, Omen may use a Client-Prompted Portfolio, prompts used to create a Client-Prompted Portfolio, or portions of each to make a Client-Prompted Portfolio available to other clients or to generate one or more Omen-Prompted Portfolio.

2.3. Cash and Specific-Security Allocation

In addition to AI Agent Portfolios, you may designate any percentage of assets to remain in the FDIC-insured cash sweep or to be invested in one or more specific securities (e.g., large-cap stocks, ETFs) that you select. Omen will maintain those percentages through automated rebalancing.

2.4. Brokerage, Execution, and Custody

All securities transactions are routed to Alpaca, which provides execution, clearance, settlement, and custody. Assets are held in your name at Alpaca. Omen does not maintain physical custody, though it is deemed to have “constructive custody” solely for the limited purpose of fee deduction as described in Section 3.

2.5. Account Reviews and Reporting

Your account is reviewed at least annually and more frequently when: material market events occur; you update your risk profile; or AI Agents trigger a tactical reallocation. Alpaca delivers electronic confirmation of each trade and an account statement at least quarterly. Omen makes summary portfolio analytics available through the Omen Platform on demand.

2.6. Account Minimum. Omen has an account minimum of \$10. Alpaca may have additional required minimums in account size or transaction size.

3. Fees and Compensation

3.1. Advisory Fee Schedule

Omen charges one of two mutually exclusive advisory fees, determined monthly:

Assets Managed (30-Day Trailing Average)	Fee Type	Amount	Billing Frequency
Less than \$15,000	Flat Fee	\$4.00 per month	In advance*
More than \$15,000	AUM Fee	0.30 % per annum (0.025 % monthly)	In advance*

*The first month's Fee is prepaid after a 7-day free-trial period.

3.2. Billing Methodology

Fees are automatically debited via journal entry from uninvested cash in your Alpaca account. If insufficient cash is available, Omen may liquidate positions to raise the required amount. All fee-related debits are recorded in the account's billing history for auditability

3.3. Withdrawal Restriction for Fee Reserve

To ensure fees can be collected, Omen may use its discretionary authority to impose a dynamic minimum-cash holdback equal to the greater of \$4.02, 0.04 % of the 30-day trailing portfolio value, or the cash amount you request to withdraw. Only unrestricted cash is eligible for withdrawal.

3.4. Other Fees and Expenses

Alpaca may impose ticket charges, SEC or FINRA fees, exchange fees, or wire fees. ETF operating expenses (expense ratios) are borne indirectly by you as a shareholder. If securities must be sold to generate cash for advisory fees, customary Alpaca transaction charges, if any, will apply. Omen receives no portion of these third-party charges, accepts no soft-dollar benefits, and does not sell products for commissions.

4. Standard of Care

Omen will exercise the level of care, skill, prudence, and diligence under the circumstances that a professional investment adviser, acting in a like capacity and familiar with such matters, would use in providing services to clients. Omen will act in good faith and in the best interests of the Client, consistent with its fiduciary duties under applicable law. Omen will be liable to the Client for any losses, damages, or expenses arising directly from Omen's gross negligence, willful misconduct, or material breach of this Agreement, but not for any losses arising from market fluctuations or circumstances beyond Omen's reasonable control.

5. Electronic Communications and Delivery Consent

5.1. Communications. By using our services, you consent to receive all disclosures, agreements, account statements, trade confirmations, regulatory documents, notices, and other communications (collectively, "Communications") from Omen electronically, including via email, the Omen Platform, or other electronic means. You acknowledge and agree that:

5.1.1. Electronic delivery includes, but is not limited to, posting Communications on the Omen Platform, sending them to your email address on file, or providing a link to where the Communication can be accessed.

5.1.2. It is your responsibility to maintain a valid, up-to-date email address and to ensure you have the ability to access, read, download, and retain Communications sent or made available electronically.

5.1.3. You must promptly notify Omen of any changes to your email address or other contact information by updating your profile on the Omen Platform or by contacting Omen as specified in this Agreement.

5.1.4. You may request a paper copy of any legally required Communication by contacting Omen, and Omen may charge a reasonable fee for such paper delivery.

5.1.5. If you withdraw your consent to electronic delivery, Omen may restrict or terminate your account and services, and you may be required to transfer or liquidate your account assets.

5.1.6. Electronic Communications are deemed delivered to you when sent or made available by Omen, regardless of when you actually receive or access them. Delivery may consist

of an email containing a hyperlink to a website or portal where the Communication may be accessed.

5.1.7. You are responsible for ensuring that emails from Omen are not blocked by spam filters or other email management tools and for regularly checking your spam and junk folders.

5.2. Electronic Signatures. Client consents to the use of electronic signatures in connection with any transaction with Omen. The Client has received and read, understands, and agrees to the terms contained in, the document entitled Omen ESign Consent Form. The Client understands that if the Client withdraws such consent, the Client's account may be terminated. By electronically signing an application for an account, the Client acknowledges and agrees that such electronic signature is valid evidence of the Client's consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Omen's services.

5.3. Archiving. Through the Omen website, the Client will have access to an archive of all documents the Client receives via electronic delivery for a period of one (1) year. Upon the Client's request, the Client may obtain copies of earlier documents from Alpaca for up to six (6) years for account statements and three (3) years for trade confirmations.

5.4. By continuing to use the Omen Platform, you affirm your informed consent to electronic delivery of all Communications related to your account and Omen's services. If you are unable or unwilling to accept electronic delivery, you must notify Omen immediately, and your account may be closed in accordance with this Agreement.

6. Client Representations

By using the services, you make the following representations, warranties, and undertakings to Omen as of the date you start using the services and on a continuing basis for so long as this Agreement remains in effect:

- 6.1. You have full legal capacity, power, and authority to enter into and perform your obligations under this Agreement;
- 6.2. Your use of the services do not and will not conflict with or violate any law, regulation, order, or agreement to which you are subject or by which you are bound;
- 6.3. You are the lawful owner of all assets deposited or to be deposited in your account, free and clear of any lien, charge, or encumbrance, and no restriction exists as to any disposition of such assets;
- 6.4. All information and documentation you have provided or will provide to Omen, including but not limited to information regarding your identity, financial situation, investment objectives, risk tolerance, tax status, and any other information relevant to the services provided under this Agreement, is and will be true, accurate, complete, and not misleading in any material respect. You undertake to promptly notify Omen of any changes to such information or documentation;
- 6.5. You will provide Omen with any additional information or documentation reasonably requested from time to time, including with respect to your tax status, source of funds, or authority to act, and will promptly notify Omen of any changes in your circumstances that may affect your relationship with Omen or the services provided;
- 6.6. You are not subject to any legal or regulatory restrictions, sanctions, or prohibitions that would prevent you from entering into or performing under this Agreement, and you are not a "prohibited person" under any applicable anti-money laundering, anti-terrorism, or sanctions laws;

- 6.7. You acknowledge and understand that investing involves risk, including the possible loss of principal, and that past performance is not indicative of future results;
 - 6.8. You have read and understood Omen's Form ADV Part 2A Brochure and Form CRS, and you consent to the electronic delivery of all disclosures, agreements, and communications as described in this Agreement;
 - 6.9. You acknowledge that you are solely responsible for obtaining independent legal, tax, and accounting advice with respect to your account and investments, and that Omen does not provide such advice; and
 - 6.10. You acknowledge that all information you have provided through the Omen Platform is true, complete, and current and you will promptly update any changes; you understand that investing involves risk, including the possible loss of principal; and you have read Omen's Form ADV Part 2A Brochure and Form CRS and consent to electronic delivery of all disclosures and communications.
7. **Death, Disability or Divorce.** Each Client account owner agrees that, on the death or disability of an account owner, divorce of married account owners, or other event that causes a change in ownership or capacity with respect to the Client account, the remaining account owners(s), executor, guardian, attorney-in-fact, or other legally authorized representative will immediately give Omen official written notice of such change of ownership or capacity. Omen will not be responsible for any transfers, payments or other transactions in the account made at the direction of a former account owner or incapacitated account owner before Omen actually received and had a reasonable amount of time to act on such official written notice. Following receipt of such official written notice, Omen may require additional documents and reserves the right to retain such securities in and/or restrict transactions in the account as it deems advisable in its sole discretion. Any former account owner and the estate of any deceased or incapacitated account owner will remain jointly and severally liable for any losses in the account arising out of or relating to transactions initiated before Omen actually received and had a reasonable amount of time to act on such official written notice.

8. Standard of Care

Omen will exercise the level of care, skill, prudence, and diligence under the circumstances that a professional investment adviser, acting in a like capacity and familiar with such matters, would use in providing services to clients. Omen will act in good faith and in the best interests of the Client, consistent with its fiduciary duties under applicable law. Omen will be liable to the Client for any losses, damages, or expenses arising directly from Omen's gross negligence, willful misconduct, or material breach of this Agreement, but not for any losses arising from market fluctuations or circumstances beyond Omen's reasonable control.

9. Delegation and Use of Third Parties

Omen may delegate certain ministerial or operational duties (e.g., trade settlement, recordkeeping, data hosting) to Alpaca or other qualified service providers, provided that Omen will act in good faith and with reasonable care in selecting and monitoring such delegates. Omen will not be liable for any act or omission of any delegate, sub-custodian, or third party, except to the extent that such act or omission results from Omen's own gross negligence, willful misconduct, or material breach. Any fees or expenses charged by such third parties will be borne by the Client as set forth in the applicable fee schedules. Omen will notify the Client of any material delegation of its duties.

10. Indemnification and Limitation of Liability

Omen shall not be liable for any loss, liability, cost, or expense (including reasonable attorneys' fees) incurred by you in connection with this Agreement, except to the extent resulting from Omen's gross negligence, willful misconduct, or fraud. You agree to indemnify and hold harmless Omen, its affiliates, officers, directors, employees, and agents from and against any and all claims, losses,

damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to your breach of this Agreement, your violation of applicable law, or your instructions to Omen, except to the extent resulting from Omen's gross negligence, willful misconduct, or fraud.

11. Tax and Accounting Responsibility

Omen does not provide tax, legal, or accounting advice. You are solely responsible for all tax liabilities arising from your account and for consulting your own tax, legal, and accounting advisors regarding your individual situation. Omen shall have no responsibility to determine the tax consequences of any transaction.

12. Dealing, Counterparty & Order-Execution Policy

Omen will select brokers and counterparties, including Alpaca Securities LLC, in accordance with its duty to seek best execution for client transactions, taking into account factors such as price, speed, and likelihood of execution. Omen will not aggregate client orders with those of other clients. Omen will not be responsible for the execution of limit orders unless specifically agreed in writing. The Client acknowledges that Omen's ability to direct brokerage is subject to the operational capabilities of Alpaca and other third-party service providers. Omen will send or cause to be sent periodic statements to the Client, at least quarterly, detailing all transactions and holdings in the account.

13. Research Benefits & Soft-Dollar Disclosure

Omen does not currently accept third-party research or soft-dollar benefits. If Omen does so in the future, it will disclose the nature and extent of such arrangements to the Client, including any potential conflicts of interest arising from such arrangements.

14. Custody and Safekeeping

Client assets will be held in custody by Alpaca Securities LLC or another qualified custodian. Omen is not responsible for the insolvency, acts, or omissions of the custodian. The Client acknowledges and assumes all risks associated with the custodian, including the risk of loss in the event of the custodian's insolvency. Omen will not be liable for any loss or damage suffered by the Client as a result of the acts or omissions of the custodian, except to the extent such loss or damage is caused by Omen's gross negligence, willful misconduct, or material breach of this Agreement.

15. Cash and Borrowing; Margin Liability

The Client understands and acknowledges that if the brokerage account you open with Alpaca is a margin account, Client is responsible for any debit balances, interest charges, or other costs associated with the use of margin or overdrafts. The Client agrees to pay all interest, fees, and expenses incurred as a result of borrowing or margin activity, as set forth in the custodian's or broker's margin agreement. Omen is not responsible for any losses or liabilities arising from the Client's use of margin or borrowing. The Client is solely responsible for monitoring and maintaining sufficient funds in the account to meet margin requirements and for any consequences of failing to do so.

16. Derivatives and Complex Product Restrictions

Omen does not impose restrictions the use of derivatives or complex products in Client accounts. Client may be required by Alpaca to agree to additional terms and conditions when such products are used in the account.

17. Stock-Lending & Re-Hypothecation

Omen does not engage in securities lending or re-hypothecation on behalf of Clients. However, the Client acknowledges that Alpaca, as custodian, may have the right to lend, pledge, or re-hypothecate

securities in accounts, as disclosed in Alpaca's agreement. The Client assumes all risks associated with such activities by the custodian.

18. Recordkeeping, Valuations & Periodic Statements

Omen will maintain accurate books and records of all transactions and will provide the Client with confirmations of each transaction and account statements no less than quarterly. Valuations will be based on information provided by the custodian or other reliable sources. Omen will use reasonable efforts to ensure that valuations are fair and accurate, but does not guarantee the accuracy of valuations provided by third parties.

19. Proxy Voting and Legal Actions

19.1. Proxy Voting

Omen is not required to take any action or render any advice with respect to the voting of proxies regarding the issuers of securities held in the Client's brokerage account except as may be directed by the Client or otherwise required by law. The Client is responsible for all decisions concerning the voting of proxies for securities held in the account, and Omen cannot give any advice or take any action with respect to the voting of these proxies. The Client remains responsible for: (i) directing the manner in which proxies solicited by issuers of securities will be voted; and (ii) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the securities in the account. Omen or Alpaca will instruct the selected service provider to forward to the Client all proxies and shareholder communications relating to the Client's assets. However, the service provider, and not Omen, is responsible for timely transmission of any proxy materials to the Client.

19.2. Litigation & Class-Action Assistance

Omen will not be responsible for monitoring, filing, or participating in class actions, bankruptcies, or other legal proceedings involving securities held or previously held in the Client's account, unless otherwise agreed in writing. Upon written request, Omen may provide reasonable assistance to the Client in such matters, but is not obligated to do so.

20. Conflicts-of-Interest

20.1. Omen is acting as a fiduciary regarding its investment advisory services for the Client and must put the Client's interests above its own in providing recommendations. Omen agrees to provide these services in a manner consistent with its fiduciary duties and the provisions of all applicable laws, including the Investment Advisers Act of 1940 (the "Advisers Act"). Omen will provide disclosures throughout the term of the engagement regarding any material conflicts of interest which could reasonably be expected to impair the rendering of unbiased and objective advice. The Client acknowledges receipt of Omen's Form ADV Part 2A which describes the roles and capacities of Omen and its representatives and discloses any conflicts that may exist.

20.2. Omen maintains a written conflicts-of-interest policy and will provide a summary to the Client upon request. Omen will disclose any material conflicts of interest that may arise in the course of providing services to the Client.

21. Indemnification and Limitation of Liability

The Client agrees to indemnify, defend, and hold harmless Omen, its affiliates, officers, directors, employees, and agents from any and all losses, liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) any breach by the Client of this Agreement, (ii) any action or inaction by the Client, or (iii) any third-party claim related to the Client's account, except to the extent such losses result from Omen's gross negligence, willful misconduct, or

material breach of this Agreement. Omen's liability to the Client is limited to direct damages and does not include any indirect, consequential, or punitive damages, except as otherwise required by law.

22. Tax and Accounting Responsibility

Omen does not provide tax or accounting advice. The Client is solely responsible for all tax liabilities arising from transactions in the account and should consult a qualified tax professional as needed. Omen will not be responsible for the Client's tax or accounting obligations, and the Client should seek independent advice as necessary.

23. Force Majeure

Omen will not be liable for any failure or delay in performance of its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to natural disasters, acts of war or terrorism, labor disputes, power failures, or disruptions in communications or market infrastructure. Omen will notify the Client as soon as reasonably practicable if a force majeure event occurs.

24. Notices

All notices and communications under this Agreement must be made in writing and delivered by email, through the Omen website, or by mail to the addresses provided by each party. Notices will be deemed delivered upon transmission (for email or website) or three business days after mailing. The parties may update their contact information by providing written notice to the other party.

25. Complaints and Compensation Scheme

Clients may submit complaints to Omen by email or through the Omen website. Omen will acknowledge receipt of complaints and respond in a timely manner. If the Client is not satisfied with Omen's response, the Client may escalate the complaint as set forth in Omen's complaint handling policy. Client accounts are protected by SIPC coverage through Alpaca Securities LLC, subject to SIPC limits and exclusions. For more information, visit www.sipc.org.

26. Data Protection and Privacy Law

26.1. Omen will comply with all applicable data protection and privacy laws, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), to the extent applicable. Omen will implement appropriate technical and organizational measures to protect the Client's personal data and will process such data only as necessary to provide services under this Agreement. The Client may request access to, correction of, or deletion of personal data by contacting Omen as set forth in the Privacy Policy. Omen will not disclose the Client's personal data to third parties except as required by law or as necessary to provide services under this Agreement.

26.2. You acknowledge and agree that Omen may collect, use, process, store, and disclose any information or data you provide or that is generated in connection with your account and use of Omen's services ("Client Data"). Omen may use Client Data for any lawful business purpose, including but not limited to: providing and improving services, compliance with legal and regulatory obligations, risk management, analytics, research, marketing (subject to applicable law), and to facilitate transactions and account administration. Omen may share Client Data with its affiliates, service providers, agents, and other third parties as necessary to provide services, for operational purposes, or as required by law or regulation. Omen may also disclose Client Data to regulatory authorities, law enforcement, or as otherwise required or permitted by applicable law. Except as prohibited by law, Omen imposes no further restrictions on the use or sharing of Client Data. Omen will implement reasonable measures to protect Client Data as required by applicable law. You may request access to, correction of, or deletion of your personal data as set forth in Omen's Privacy Policy, but Omen is not obligated to honor such requests except as required by law.

27. Third-Party Rights

Except as expressly provided herein, nothing in this Agreement shall be construed to give any person or entity other than the parties hereto any legal or equitable right, remedy, or claim under or in respect of this Agreement.

28. Assignment

You may not assign or transfer your rights or obligations under this Agreement without Omen's prior written consent. Omen may assign this Agreement to a successor entity or affiliate upon written notice to you, provided that such assignment does not result in a change of actual control or management requiring your consent under applicable law.

29. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. The parties agree that any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, New York. Each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection to venue, including any claim that such proceedings have been brought in an inconvenient forum. Nothing in this Agreement shall affect the right of either party to serve process in any other manner permitted by law.

30. Entire Agreement

This Agreement constitutes the final, complete, and entire agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns.

31. Amendment

Omen may amend this Agreement by providing you with written notice of any material changes. Your continued use of the Omen Platform or failure to terminate your account after the effective date of any amendment will constitute your acceptance of the amended Agreement

32. Termination

32.1. Either you or Omen may terminate this Agreement at any time by providing written notice to the other party. Termination will be effective upon Omen's receipt of your written notice or, if Omen initiates termination, upon the date specified in Omen's notice to you, which will be at least thirty (30) days from the date of such notice unless a shorter period is required by law or regulatory authority, or unless immediate termination is warranted due to your material breach of this Agreement, fraud, or other good cause as determined by Omen in its sole discretion.

32.2. Upon termination of this Agreement, Omen will cease providing investment advisory services to your account. You remain responsible for any fees, expenses, or obligations incurred up to the effective date of termination, including any advisory fees accrued but not yet paid. Omen may, but is not obligated to, assist in the orderly transfer or liquidation of your account assets. If your account is closed, Omen may instruct the custodian to liquidate all positions and disburse the proceeds to you, subject to deduction of any outstanding fees or charges. Termination of this Agreement will not affect any rights or obligations that have accrued prior to the effective date of termination or any provisions of this Agreement that by their nature are intended to survive termination, including but not limited to indemnification, limitation of liability, arbitration, and governing law provisions.

32.3. If you terminate this Agreement, you are responsible for ensuring that all instructions regarding the disposition of your account assets are provided to the custodian. Omen will not be liable for any losses, costs, or delays resulting from your failure to provide timely instructions or from actions taken by the custodian after termination of this Agreement.

33. Agreement to Arbitrate

This Agreement contains a pre-dispute arbitration clause. The parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 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, shall be incorporated into this Agreement.

Any dispute, controversy, or claim arising out of or relating to this Agreement, the services provided hereunder, or the breach thereof, shall be resolved by binding arbitration administered by JAMS, Inc. in New York, New York, pursuant to the JAMS Comprehensive Arbitration Rules & Procedures and in accordance with the Expedited Procedures in those Rules then in effect (as posted on the JAMS website, www.jamsadr.com). Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Each party shall bear the cost of its own legal representation at any mediation or arbitration proceeding, and the fees and expenses of such arbitration shall be borne equally by Omen and the Client, unless the arbitrator determines otherwise. A mediation or arbitration hearing site will not be chosen if traveling to that site would cause undue hardship or expense to the Client.

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 for any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the client 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.

The parties acknowledge and agree that by agreeing to arbitrate their disputes, they are not waiving any rights under the Investment Advisers Act of 1940 and/or any applicable federal or state securities laws. This arbitration provision shall survive the termination of this Agreement.

34. Advice of Counsel

Each party acknowledges that, in executing this Agreement, they had an opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party solely because that party drafted or prepared this Agreement.

35. Captions and Headings

The captions and headings of the paragraphs in this Agreement are only for convenience and shall not be used in construing or interpreting this Agreement.

36. Eligibility and Residency

Omen's services are generally not available to foreign investors. However, most foreign citizens with a valid Social Security number who legally reside in the United States full-time may open an account. All clients, including United States citizens, must be living in the United States to open an account, though exceptions may be made for active military personnel stationed abroad. Upon notification of an existing Omen client residing outside of the United States, Omen may notify Alpaca, who may restrict the client's account(s).

37. Acknowledgment

IN USING THE SERVICES, THE CLIENT HEREBY ACKNOWLEDGES HAVING RECEIVED, READ, AND UNDERSTOOD THIS AGREEMENT, THE OMEN PRIVACY NOTICE, OMEN ADVISORY FORM ADV PART 2A AND FORM CRS, AND HEREBY ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION AGREEMENT.