

#### **INVESTMENT ADVISORY AGREEMENT**

#### **Discretionary Mandate**

This Investment Advisory Agreement (the "Agreement") is entered into between \_\_\_\_\_\_("Client") and Bradesco Global Advisors Inc. ("Adviser" or "BGA"), a Securities and Exchange Commission ("SEC") registered investment adviser with its principal place of business located at 169 Miracle Mile Suite 700-A, Coral Gables, Florida 33134. Client and BGA agree to enter into this investment advisory relationship which entails the opening of brokerage/custody account with Interactive Brokers, LLC ("IB"). This Agreement is effective as of the first day such brokerage account is opened and is ready to receive trading instructions (the "Effective Date").

**NOW THEREFORE,** in consideration of the mutual covenants herein, Client and Bradesco Global Advisors agree as follows:

#### 1. Advisory Services.

- 1.1 Client retains BGA to provide investment advisory services for a securities account (s) established and owned by Client at IB (the "Account"). BGA, in providing the services agreed upon with the Client, has retained or will retain BCP Advisors LLC d/b/a BCP Global ("BCP Global"), an investment adviser registered under applicable securities laws, as a technology provider of the BCP Global online advisory platform ("BCP Platform"). The online platform is offered as a white-label platform (website and mobile application) developed and maintained by BCP Global.
- 1.2 In order to implement the model Portfolios, Client will establish a brokerage/custody account with IB. IB is responsible for the physical custody of the assets of the Account. Per discretion granted to BGA, BGA shall send order instructions to IB regarding Client transactions. -BGA relies on IB's order routing and best execution practices. Client understands and agrees that BGA practices shall be consistent with the disclosure in their respective Form ADV Part 2 (available at www.adviserinfo.sec.gov) as amended from time to time. Client represents and warrants that Client is satisfied with the terms and conditions relating to all services to be provided by IB. BGA shall not have any responsibility for obtaining for the Account the best prices or any particular commission rates. Client recognizes that Client may not obtain rates as low as it might otherwise obtain if BGA had discretion to select a broker-dealer other than IB. Client hereby agrees and acknowledges that (i) BGA, BCP Global and IB are separate and unaffiliated entities, (ii) that BGA, BCP Global and IB have separate agreements which designate/allocate their respective rights and obligations to the Client, and (iii) BGA and BCP Global are not responsible for the obligations of IB or for any loss incurred by reason of any act or omission of IB.
- 1.3 BGA will be responsible for the continuing supervision of the Client's Account, in connection with the Client's Account and the managed assets. All transactions will be executed through IB. Deposits and withdrawals of cash and/or securities will be made by the Client with IB. Client grants BGA with full discretion related to all investment decisions regarding the Account, including, but not limited to,

authority to buy, invest in, hold for investment, assign, transfer, sell (long or short), exchange, trade in, lend, pledge, deliver and otherwise act for that Account, and to exercise, in BGA's discretion, all rights, powers, privileges and other incidents of ownership, with respect to the Securities in that Account. BGA will issue trading instructions to IB to cause such Account to purchase and sell exchange traded funds ("ETFs"), undertakings for Collective Investment in Transferable Securities ("UCITS") and/or similarly traded instruments (collectively, the "Securities") pursuant to the asset allocation of the portfolio (the "Portfolio") recommended by BGA based on the financial information and other information provided by the Client through the online questionnaire completed during the registration process. In providing all services hereunder, BGA and the BCP Platform will rely on the financial information and other information provided by Client without any duty or obligation to investigate the accuracy or completeness of the information

- 1.4 Notwithstanding anything in this Agreement to the contrary, BGA shall have no authority hereunder to take or have possession of any assets in the Account or to direct delivery of any Securities or payment of any funds held in that Account to itself or to direct any disposition of such Securities or funds except to Client, for counter value or as provided in Section 2 hereinafter for payment of advisory services. Client shall not withdraw or deposit cash and/or securities in the Account without informing BGA.
- 1.5 BGA shall have no duty or obligation to advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving Securities held in or formerly held in the Account or the issuers of Securities.

#### 2. Advisory Fees

2.1 For the services provided hereunder Client will pay an advisory fee (the "Advisory Fee") as follows:

- For the first \$100,000, the client pays a maximum annual fee of 1.85% of the account's Net Liquidation Value,
- Then, from \$100,001 to \$250,000, the client pays a maximum annual fee of 1.75% of the account's Net Liquidation Value,
- Then, from \$250,001 to \$500,000, the client pays a maximum annual fee of 1.50% of the account's Net Liquidation Value,
- Then, from \$500,001 to \$1,000,000, the client pays a maximum annual fee of 1.25% of the account's Net Liquidation Value,
- And then, from \$1,000,001 and up, the client pays a maximum annual fee of 1.00% of the account's Net Liquidation Value.

The Advisory Fee will be billed monthly in arrears and must be paid by the Client no later than the tenth business day of the immediately following calendar month and shall be based on the net liquidation value of the Account calculated on a daily basis by IB as being equal, for any given day, to the ending equity value of the Account on that day. Fees can be modified from time to time by BGA upon 30 days written notice to Client. If this Agreement becomes effective or terminates before the end of any moth, the Advisory Period for the subject month, will be prorated accordingly. Client agrees that Advisory Fee may be deducted directly from Client's Account with IB and paid to BGA.

2.2 Monthly advisory fees debits will appear on Client's account statements. Advisory fees will be payable, first, from free credit balances, if any, in the Account, and second, from the liquidation or withdrawal by instruction of the BGA to IB of Client's share of money market funds, or balances in any money market

account. This Agreement shall serve as authorization for such liquidation or withdrawal. In the event, that such free credit balances or money market assets are insufficient to satisfy payment of these advisory fees, Client agrees that BGA may instruct IB to liquidate assets in the Account to satisfy the deficit. Client expressly acknowledges that BGA is hereby authorized to make these liquidations.

2.3 BGA reserves the right to reduce or waive advisory fees for the Client's Accounts for any period of time determined by BGA, in its sole discretion. In addition, Client agrees that BGA may waive its fees for the Accounts of clients other than Client, without notice to Client and without waiving its fees for Client.

#### 3. Representations and Warranties.

- 3.1. BGA represents and warrants to the Client that (i) it is and at all times will be duly organized and validly existing and is qualified to do business under the laws of the jurisdictions in which the nature or conduct of its business requires such qualification and the failure to so qualify would materially adversely affect its ability to perform its duties under this Agreement; (ii) it has and at all times will have full power and authority under the laws of the jurisdiction of its establishment to conduct its business and to perform its obligations under this Agreement; and (iii) this Agreement has been duly and validly authorized, executed and delivered by it and constitutes and will at all times constitute a valid and binding agreement and is enforceable in accordance with its terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally and to principles of equity.
- 3.2. The Client represents and warrants to BGA that (i) Client has the requisite legal capacity, authority and power to execute, deliver and perform his or her obligations under this Agreement; (ii) if the Client is an entity, Client is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are within the power and authority of the Client under its governing documents and have been duly authorized by all necessary corporate and other action, and Client agrees to provide BGA with a true and correct copy of Client's organizational documents upon request by BGA and to promptly notify BGA of any amendment thereof; (iii) if this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by BGA under this Agreement are within the scope of the services and investments authorized by the governing instruments of, and/or law and regulations applicable to, such trustee or fiduciary and such trustee or fiduciary is duly authorized to enter into this Agreement. (v) for Joint Account Clients (With Rights of Survivorship), the representations, warranties and agreements made herein are made on behalf of all of the joint account holders and each account holder represents and warrants that he/she (a) is a Client; (b) has the authority to act on behalf of the Account without notice to the other joint account holder(s) who irrevocably appoint him/her as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with the Account, (c) BGA may rely and accept such instructions from any one Client; (d) is jointly and severally liable per the terms of this Agreement; and (e) that in the case of death of any of the joint account holders, interest in the entire Account shall vest in the surviving account holder(s) under the same terms and conditions of this Agreement and the surviving account holder(s) shall promptly provide BGA with written notice thereof and provide any documentation reasonably requested by BGA in its management of the Account; (vi) Client is the owner of all assets in the Account, and such assets are free and clear of any encumbrances; (vii) As of the Effective Date, and at all times during the term of this Agreement, none of the Account's assets are or will be assets of "employee benefit plans" within the meaning of the Federal Employee Retirement Income Security Act of 1974, as amended; and (viii) the assets contributed by Client to the Account are not directly or indirectly derived from activities that may contravene any laws and regulations, including anti-money laundering laws and regulations, and neither

Client nor any person controlling or controlled by Client is an individual or entity named on a list of prohibited persons or entities by the United States Treasury Department's Office of Foreign Asset Control.

#### 4. Additional Covenants of Client.

- 4.1 Client acknowledges and agrees that the recommended Portfolio may include only a single ETF/UCITS for each asset class within the recommended Portfolio, with each ETF/UCITS playing a necessary role in the overall investment strategy and, therefore, Client understands and acknowledges that there can be no exclusions or restrictions of ETFs/UCITS recommended as part of the recommended Portfolio.
- 4.2Client will provide BGA with complete and accurate information about Client's identity, background, net worth, investing timeframe, other risk considerations, any Securities from which Client may be or become legally restricted from buying or selling, as requested, and other investment accounts, as requested, in the online questionnaire and will promptly update that information as Client's circumstances change.
- 4.3 Client understands and agrees that all transfers of funds into and out of Client's account will only be initiated to and from the brokerage account in Client's name, which Client designates at the outset of this relationship. Such account is considered to be first party, and no transfers of funds received from, or transferred to, any financial account in another name, will be allowed (considered to be third party, and thus not allowed).
- 4.4 Client is <u>not</u> a current or former senior foreign political figure ("SFPF") or politically exposed person ("PEP"), or an immediate family member or close associate of such an individual.<sup>1</sup>
- 4.5 Client understands and agrees that (A) neither BGA nor any of its affiliates guarantee the performance of the Account, are responsible to Client for any investment losses; (B) the Account is not insured against loss of income or principal; (C) there are significant risks associated with investing in Securities, including, but not limited to, the risk that the Account could suffer substantial loss in value, and this risk applies even when the Account is managed by an investment adviser; (D) the past performance of any benchmark, market index, ETF, UCITS or other Security does not indicate its future performance, and future transactions will be made in different Securities and different economic environments; and (E) BGA causes the Account to invest in Securities in essentially the proportions set forth by the Portfolio (subject to the profile information received from Client), and provide only the specific reviews and restrictions described in this Agreement, and will not otherwise review or control such Account. There are significant risks associated with any investment program.
- 4.6 Client understands and agrees that the Account will be managed solely by BGA issuing trading instructions to IB to cause the Account to follow the asset allocation of the recommended Portfolio, based on the information Client has provided via the online questionnaire. Client further understands that if any of the information Client provides is or becomes incomplete or inaccurate, the Account's activities may not achieve Client's desired investment or tax strategy, the Account may purchase Securities from which Client is restricted from purchasing at that time or the Recommended Portfolio may be inappropriate for Client.

<sup>&</sup>lt;sup>1</sup> A "senior foreign political figure" is defined as (a) a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a current or former senior official of a major non-U.S. political party, or a current or former senior executive of a non-U.S. government (whether elected or not), a current or former senior official of a major non-U.S. political party, or a current or former senior executive of a non-U.S. government-owned commercial enterprise; (b) a corporation, business, or other entity that has been formed by, or for the benefit of, any such individual; (c) an immediate family member of any such individual; and (d) a person who is widely and publicly known (or is actually known) to be a close associate of such individual. For purposes of this definition, a "senior official" or "senior executive" means an individual with substantial authority over policy, operations, or the use of government-owned resources; and "immediate family member" means a spouse, parents, siblings, children and spouse's parents or siblings. A "politically exposed person" ("PEP") is a term used for individuals who are or have been entrusted with prominent public functions in a foreign country, for example, Heads of State or of government, senior politicians, senior government, judicial or military officials. Business relationships with family members or close associates of PEPs involve reputational risks similar to those with PEPs themselves.

An Account's transactions may be executed by IB at approximately the same time as other client accounts managed by BGA in accordance, and if the transactions are large in relation to the trading volume on that particular day, the price may be different than it would be for the execution of a smaller transaction.

- 4.7 BGA shall not be liable to Client for any loss resulting from any act or omission of Client, IB or other custodian or broker-dealer, or resulting from any events beyond the reasonable control of BGA, including without limitation any failure, default, or delay in performance resulting from computer failure or breakdown in communications, hardware or software malfunction, IB system outages, internet service failure or unavailability, any kind of interruption of the services provided by IB or BGA's ability to communicate with IB; or the actions of any governmental, judicial or regulatory body.
- 4.8 Client understands and agrees that an Account's composition and performance may be different for a variety of reasons from those of any initial Portfolio recommendation to Client. These differences can arise each time the Portfolio is adjusted or rebalanced, including, but not limited to, the following instances: (A) when the Account is established and the initial Securities positions are established; (B) when Client contributes additional capital to such Account; (C) when Client revises his/her investment profile and causes BGA to recommend a new Portfolio or revise the existing Portfolio; (D) each time the Advisory Fee (described in Section 2) is charged and paid from such Account; and (E) any time BGA adjusts its algorithm by which the composition of the Account is maintained as specified for the Portfolio. On any such adjustment, BGA may adjust the Portfolio in its discretion to approximate the composition specified in the Portfolio as closely as reasonably practicable based on the conditions at the time.
- 4.9 Client understands and agrees that the prices of Securities purchased or sold for the Account may be less favorable than the prices in similar transactions for other BGA Clients for whom BGA has designated different Portfolios.
- 4.10 Client acknowledges that Client's country(ies) of residence may have requirements for and place obligations on Client with respect to (i) opening and maintaining this Account and with respect to obtaining financial products or services outside Client's country of residence or domicile, including certain asset transfer, transaction reporting and filing requirements; (ii) the filing of tax information and payment of taxes (including without limitation withholdings, levies, imposts, duties, deductions, charges, stamp or documentary taxes, excise or property taxes); and (iii) other foreign exchange or capital controls. Client acknowledges that BGA is not responsible for knowledge of or advising Client on any such requirements. Client represents and warrants to adhere to and comply with all such requirements.

#### 5. Confidential Relationship.

Each party agrees that all non-public confidential information concerning the other party which may become available to such party in connection with services, transactions, or relationships contemplated in this Agreement shall at all times be treated in strictest confidence and shall not be disclosed to third persons except (a) as may be required by law or regulatory authority, including but not limited to any subpoena, administrative, regulatory, or judicial demand, or court order;(b) as otherwise set forth in this Agreement; or (c) upon the prior written approval of the other party to this Agreement. BGA is not obliged to disclose to the Client or, in making any recommendations or taking any step- in connection with the advisory services herein to take into consideration information either (i) the disclosure of which by it to the Client would or might be a breach of duty or confidence to any other person; or (ii) which came to the notice of a director, officer, employee or agent of BGA, but does not come to the actual notice of the individual making the decision or taking the step-in question; or (iii) Client consents that for the purposes described in this Agreement, the Client's data may be transferred to countries outside the territory of the United States of America and that

BGA may use and analyze said data, including the nature of Client's transactions, to provide the Client with Investment Recommendations. Nothing in this agreement shall prevent the disclosure of information by a Party (a) to its auditors, legal or other professional advisers in the proper performance of its duties under this agreement; (b) pursuant to any right or obligation to or by which such Party may be entitled or bound to disclose information or under compulsion of law or pursuant to the requirements of competent regulatory or other authorities; (c) where the information is in the public domain otherwise than due to a breach of this Section. Neither of the Parties shall do or commit any act, matter or thing which would or might prejudice or bring into disrepute in any manner the business or reputation of the other Party or any director or partner of the other Party. Client acknowledges receipt of BGA' Privacy Policy available at: https://bradescoinvest.us.



The assets in the Account will be valued by IB as custodian of the Account.

#### 7. Other Fees and Charges.

BGA sponsors a Wrap Fee Program. The Wrap Fee Program bundles, or "wraps," investment advisory, brokerage, custody, clearance, settlement, and other administrative services together and charges a single fee. Nonetheless, Investor agrees that Investor may incur certain additional charges imposed by other third parties, such as broker-dealers, custodians, trust companies, banks, and other financial institutions. These additional fees can include, without limitation, international transfer fees, fees attributable to alternative assets, reporting charges, fees charged by the independent managers, margin costs, charges imposed directly by a mutual fund or ETF, as disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerages accounts and securities transactions. BGA encourages clients to review all fees charged to fully understand the total amount of fees they will pay. BGA does not receive any compensation from the issuers of the investment products it recommends.

#### 8. Non-Exclusive Advisory Services.

BGA performs investment advisory services for various clients and BGA does not make its investment advisory services available exclusively to the Client. Client agrees that BGA may give advice and act with respect to any of its other clients which may differ from advice given, or the timing or nature of action taken, with respect to the assets in Client's Account.

#### 9. Risk Acknowledgement.

BGA does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that BGA uses or recommends or the success of BGA's overall management of the Account. The Client understands that investment decisions made for the Account by BGA are subject to various market, currency, economic and business risks, and that those investment decisions will not always be profitable. Except as may otherwise be provided by law, BGA will not be liable to the Client for (i) any loss that the Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by BGA; (ii) any loss arising from BGA's adherence to the Client's instructions; or (iii) any act or failure to act by IB to which BGA directs transactions for the Account, or by any other third party, including, but not limited to, any tax liability asserted against Client by any federal, state or local authority with respect to the Account, except in the case of fraud or willful misconduct.

#### 10. Indemnity and Liability.

The Client shall indemnify and defend BGA and BGA' directors, officers, shareholders, employees and affiliates and hold them harmless from and against any and all claims, losses, liabilities, judgments, actions, damages and expenses, including but not limited to attorneys' fees, expenses, and court costs, paid, suffered, incurred or sustained by BGA arising out of or in connection with any breach of Client's representations and warranties hereunder or any actions or omissions of Client or other third party selected by Client, except such as arise from BGA' breach of fiduciary duty to Client, except in the case of fraud or willful misconduct Anything in this Section 8 or otherwise in this Agreement to the contrary notwithstanding, however, nothing herein shall constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

#### 11. Termination.

- 11.1. Client may terminate the Agreement within five (5) business days of signing, without penalty.
- 11.2. Additionally, Client or BGA may at any time terminate this Agreement by providing a thirty (30) days' written notice to the other party.
- 11.3. Further, BGA reserves the right to terminate the account relationship, without prior notification, and send Client's funds to the designated financial institution, if deemed necessary for compliance purposes.
- 11.4. Client's withdrawal of all of the assets in the Account will terminate this Agreement. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement.
- 11.5. Client will have the option to terminate this agreement in its entirety exercisable at Client's sole option, and without penalty, for five days from the date of the Client's signing of this agreement; provided, however, that any investment action taken by BGA with respect to the selected Portfolio during such five day period in reliance upon this agreement and prior to receipt of actual notice of the Client's exercise of this right of termination, will be at the sole risk of the Client.

#### 11.6. Upon termination:

- Client shall have the exclusive responsibility to monitor the securities in the Account and issue instructions regarding any assets in the Account;
- BGA will have no obligation to recommend or take any action with regard to the securities, cash, or other investments in the Account.
- Termination of this Agreement will not affect (i) the validity of any action taken previously by BGA/BCP Global under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before the termination date; or (iii) Client's obligation to pay Advisory Fees (pro-rated through the date of termination) and any additional costs and expenses accrued through the termination date.
- Client understands and agrees that BGA may determine to liquidate immediately all holdings in the Portfolio

#### 12. Account Statements.

Client will receive account statements from IB, which are the official records of the Account. BGA may also provide information about the Account from time to time.

#### 13. Proxy Voting.

Unless the parties otherwise agree in writing, BGA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by an Account. Client expressly retains the authority and responsibility for, and BGA is expressly precluded from rendering any advice or taking any action with respect to, the voting of any such proxies.

#### 14. Minimum Account Size.

The minimum amount of assets to be invested in the Account is \$20,000.00. Should the market value of the Account fall below the stated minimum, BGA shall have the right to require that additional monies or securities be promptly deposited to bring the Account value up to the required minimum or to close the Account.

#### 15. Assignment.

This Agreement may not be assigned (within the meaning of the Investment Advisors Act of 1940) by either party without prior consent of the other party.

#### **16.** Delivery of Information.

Client acknowledges electronic delivery of BGA' brochure that would be required to be delivered under the Advisers Act (including the information in Part 2 of BGA' Form ADV), which is available on the Site and provided here by link: https://bradescoinvest.us. Upon written of request by Client, BGA agrees to annually deliver electronically, without charge, BGA' Brochure required by the Advisers Act.

#### 17. Arbitration.

Any controversy or dispute that may arise between Client and BGA concerning any transaction, or the construction, performance, or breach of this Agreement shall be settled by arbitration in Miami-Dade County. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association ("AAA Rules"), except to the extent set forth herein. The arbitration panel shall consist of one arbitrator having knowledge of investment advisory activities and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction. Arbitration is final and binding on all parties. Pre-arbitration discovery will be limited in accordance with the AAA Rules. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. Each party agrees that arbitration shall not apply to the breach by it of any of the provisions Section 5 as each party recognizes and affirms that in the event of breach by it of any of the provisions of Section 5 money damages would be inadequate and the injured party would have no adequate remedy at law. Accordingly, each party shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the breaching party's obligations under Section 5 not only by an action or actions for damages, but also by an action or actions for specific performance, injunction and/or other equitable relief in order to enforce or prevent any violations (whether anticipatory, continuing or future) of the provisions thereof. Except as provided herein by becoming a party to this Agreement, each party is agreeing to have all disputes, claims or controversies arising out of or relating to this Agreement decided by arbitration and is giving up any rights he or she or it might possess to have those matters litigated in a court or jury trial. By becoming a party to this Agreement, each party is giving up his or her or its judicial rights to discovery and appeal except to the extent that they are specifically provided for under this

Agreement. If any party refuses to submit to arbitration after agreeing to this provision, that party may be compelled to arbitrate under federal or state law. By becoming a party to this Agreement, each party confirms that his or her or its agreement to this arbitration provision is voluntary.

#### 18. Governing Law.

This Agreement and all of the terms herein shall be construed and governed according to the laws of the State of Florida without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

#### 19. Force Majeure.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority, including without limitation quarantines or stay-athome or shelter-in-place orders; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) epidemic or pandemic; and (j) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

#### 20. Notices.

All notices and communications under this Agreement must be made through the BGA bradescoinvest.us platform. BGA' contact information for this purpose is \_https://bradescoinvest.us and Client's contact information for this purpose is contained in Client's user account on BCP platform and the primary email address (es) in Client's Account Application as Client shall update from time to time.

#### 21. Severability and Amendment.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof. Client acknowledges that BGA may amend this Agreement from time to time by notifying Client by email or message, which amendment will be effective immediately.

#### 22. Waiver or Modification.

BGA' waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall BGA' waiver or modification granted on one occasion be construed as applying to any other occasion. Entire Agreement. This Agreement is the entire agreement of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements, and understandings (including any and all preexisting client account agreements, which are hereby cancelled). However, the parties may choose to enter into separate agreements between them regarding different subject matters or investment programs.

### 23. No Third-Party Beneficiaries.

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





#### 24. Privacy Disclosure.

Client acknowledges receipt of BGA' privacy notice, which is provided as Supplement 2 to this agreement.

#### 25. Electronic Delivery Notification/Consent.

- 25.1 Client acknowledges receipt of BGA' Electronic Agreement and Disclosure Statement, which is provided as Supplement 1 to this agreement. The Client will be provided with password-protected online access to the Account through BGA' website.
- 25.2 The Client hereby consents to receive all future communications from BGA including (1) announcements via e-mail delivery when Form ADV Part 2, Part 3 (Customer Relationship Summary) and material updates thereto and other disclosures ("Disclosures") become available; (2) copies of such Disclosures via e-mail delivery or by accessing BGA' website or the website of the SEC; (3) account statements and other account information provided to the Account ("Account Documents") through BGA' website. Client will notify BGA of any changes to the email address of record to be used in connection with the Account. The Client may revoke this consent and/or request paper copies of any client communications at any time by contacting BGA in writing as contemplated in Section 20 above.
- 25.3 Furthermore, the Client understands that by consenting to email delivery the Client is consenting to the following: (i) the Client will receive an e-mail announcement from BGA when any required Disclosures are posted to BGA' or the SEC's website and such email will contain the website address where the Client may access the materials; (ii) the materials may be viewed and printed; (iii) BGA reserves the right to post Disclosures on its website without providing notice to me, when permitted by law; (iv) all Disclosures provided via e-mail notification will be deemed to be good and effective delivery to the Client when sent by BGA, regardless of whether the Client actually or timely receives or accesses the e-mail notification; (v) BGA will send all e-mails to the e-mail address set forth below and the Client will notify BGA of any changes thereto. If BGA receives notification that the e-mail is undeliverable, BGA will provide delivery to the postal address of record for the Account or may, but is not required to, notify the Client to obtain alternative delivery instructions.
- 25.4 The Client understands that by consenting to website delivery the Client is consenting to the following: (i) BGA and/or IB will make Account Documents available for viewing online by the Client and those people whom the Client authorizes below; (ii) the Client understands that Account Documents will be available by accessing BGA' website through BGA' arrangements with IB (via technology agreement with IB)) and the Client hereby directs BGA to transmit account data and any necessary information to IB; (iii) Account data will reside on IB's computer systems for purposes of making Account Documents available for viewing; (iv) IB will have access to Client's name, username and social security number and IB is obligated to keep such information confidential in accordance with its policies and applicable law; (v) the Client is responsible for the confidentiality and use of the Client's user identification and password; (vi) it is the Client's responsibility to notify BGA and/or IB of any changes to the list of people who are authorized to view online Account Documents. BGA will not assist anyone not so authorized in accessing the Account Documents; (vii) BGA is not responsible for any loss relating to the Client's use, or the use by anyone to whom the Client grant's access to Account Documents, of the account access feature of BGA' website; (viii) the use and storage of any information, including portfolio information, available through the use of BGA' website is at the Client's sole risk and responsibility and BGA makes no representations or warranties, express or implied, regarding account information or the access, speed or availability of Internet or network services.

25.5 The Client further understands (i) there is no charge by BGA for any electronic delivery service, however the Client may incur costs associated with electronic access to documents, such as usage charges from an Internet access provider and/or telephone company; (ii) the Client must have an e-mail account and access to an Internet browser; (iii) Adobe Acrobat Reader<sup>®</sup> (Acrobat<sup>®</sup> software is available for download free of charge at http://www.adobe.com/products/acrobat/readstep2.html?promoid=BUIGO); and (iv) if Client wishes to print documents, Client must have access to a printer.

#### 26. Digital Agreement.

26.1. As an investment adviser that offers a Wrap Fee Program, BGA offers such program entirely via BCP platform, Client hereby acknowledges by clicking "AGREE", that your digital agreement represents the same legal representation as signing a paper version of this investment advisory agreement and supplements. Client further acknowledges that this agreement may be amended form time-to-time and any material changes are subject to Client notification accordingly.







#### **SUPPLEMENT 1**

#### ELECTRONIC AGREEMENT AND DISCLOSURE STATEMENT

BY CONTINUING WITH THIS ONLINE APPLICATION, THE CLIENT AGREES THAT UNLESS INDICATED OTHERWISE THE AGREEMENT AND THE DISCLOSURES REQUIRED TO BE PROVIDED AT THE TIME OF APPLICATION FOR A CLIENT ACCOUNT AND ALL FUTURE ACCOUNTS WILL BE PROVIDED ELECTRONICALLY. CLIENT MUST READ THE INFORMATION BELOW CAREFULLY BEFORE CONSENTING TO RECEIVE INFORMATION ELECTRONICALLY AT THIS WEBSITE, THROUGH OUR RELATED MOBILE APPLICATION AND VIA ELECTRONIC MAIL ("EMAIL").

CLIENT SHOULD PRINT OR SAVE THIS STATEMENT BY USING THE "PRINT" OR "FILE SAVE" OPTIONS ON THE INTERNET BROWSER.

By opening an Account, and then accessing the Account, Client is accepting this Statement and agreeing to receive electronically the agreements and any other information, including regulatory disclosures.

Information regarding the Account, including the disclosures, will be available on the Bradesco Global Advisors website: \_https://bradescoinvest.us, or our related mobile application (the "Site" or "App") through Client's Bradesco Global Advisors User Account for at least two years following the termination as a Bradesco Global Advisors' Client. After that, the information will be available upon request by contacting Bradesco Global Advisors at <a href="https://bradescoinvest.us">https://bradescoinvest.us</a>. When revised or new disclosures are available on the Site or App, Bradesco Global Advisors will send a message to the Client's Bradesco Global Advisors' user account, or otherwise notify Client of their availability.

Client is responsible for maintaining a valid email address and software and hardware to receive, read and send email. Client must provide Bradesco Global Advisors with a current email address and promptly notify Bradesco Global Advisors of any changes to its email address in the User Account, on the Site or App.



Bradesco Global Advisors Inc.

**Privacy Notice** 

Next Page







# WHAT DOES BRADESCO GLOBAL ADVISORS INC. DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include:
	<ul> <li>Passport, Driver's License, other identification, and Tax Identification number</li> <li>Account balances, holdings, expected transactional and wire transfer activity</li> <li>Employment status and income</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bradesco Global Advisors chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bradesco Global Advisors share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit

mailto: https://bradescoinvest.us

## our sharing

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing via https://bradescoinvest.us

Call 305-789-7000 or contact us via https://bradescoinvest.us

Who we are	
Who is providing this notice?	Bradesco Global Advisors Inc.
What we do	
How does Bradesco Global Advisors protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, electronic, and procedural safeguards (including, without limitation, secure servers, firewalls, antivirus, restricted access to files, and restricted access to offices) that comply with federal standards.
How does Bradesco Global Advisors collect my personal information?	<ul> <li>We collect your personal information, for example, when you</li> <li>Open an account or seek advice about your investments</li> <li>Direct us to buy securities or to sell your securities</li> <li>Provide account documentation, identification, or income information</li> <li>We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing.</li> </ul>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account - unless you direct us otherwise in writing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	<ul> <li>Our affiliates include financial companies such as Bradesco BAC Florida Investments Corp., Bradesco BAC Florida Bank, and Banco Bradesco S.A.</li> </ul>
Nonaffiliates	<ul> <li>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>Bradesco Global Advisors Inc. does not share with nonaffiliates so they can market to you.</li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.