

Nine30 Advisors LLC Disclosures

Last Updated: Oct 9th, 2025

Terms of Service, Advisory Agreement, Privacy Notice, and Business Continuity Plan Summary ("Terms") for the Hush app

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Welcome to Hush!

We are excited to have you onboard to use the services and features (collectively referred to as "Services") offered by NINE30 Advisors LLC (referred to as "Hush," "we," "our," "us," or the "Advisor"), an investment adviser registered with the Securities and Exchange Commission ("SEC").

Please pay close attention to the sections that limit or exclude our liability. Your use or access of any of Hush's Services signifies your acceptance of these Terms.

If you have any inquiries, feedback, or suggestions about the content of these Terms, please reach out to us via email at support@nine30.com.

TERMS OF SERVICE

Before you access and/or use our Services, it is important to carefully review these Terms of Service and Advisory Agreement, as well as our Hush Privacy Notice and Business Continuity Plan Summary. You understand that some of the Services offered by The Advisor may be subject to additional terms, conditions, agreements, policies, guidelines, rules and schedules, which will be posted or made available separately from these Terms of Service when the Services are offered ("Additional Terms") including, without limitation, an advisory agreement governing the advisory relationship between you and us (if such an agreement has been provided and you have agreed to it). The Additional Terms, as applicable, are incorporated into and form a part of this Agreement. If there is a conflict between these Terms of Service and the Additional Terms, the Additional Terms will control. Nothing in these Terms of Service shall be construed to limit any rights granted to you by federal or state securities laws, including the Investment Advisers Act of 1940, as amended, and any rights granted by other applicable regulations, nor limit any fiduciary obligations of the Advisor to you to the extent you are an advisory client of the Advisor.

1. Data Access and Registration

1.1 Hush offers Services to users via the internet. Users hold responsibility for:

- a) Ensuring all devices and additional equipment required for internet connectivity are ready for use. This includes, but is not limited to, mobile phones, tablets, computers, modems, and routers.
- b) Arranging and covering the costs of all services essential for internet connection or access, encompassing network fees, phone charges, data costs, and other related expenses.

1.2 We advise users to register for a Hush account, and in doing so, users consent to:

- a) Furnishing the personal information requested during the registration process.
- b) Providing truthful personal information and maintaining the accuracy of their registration details.
- c) The Hush Privacy Notice.

- d) Receiving and acknowledging notifications about Hush services via email, text messages or notifications sent to mobile app, and not regarding these communications as junk mail or spam.

2. Description of Hush Account

Upon successful registration through the Hush app, individuals will become registered users of Hush, obtaining an account. The proprietary rights of these accounts are held by Hush, and we reserve the right to reclaim, temporarily or permanently suspend any account at our discretion. Users are permitted to use and update their account information as needed.

It is the user's responsibility to secure their account access and to assume liability for all activities conducted through their account. Users must immediately inform Hush of any unauthorized or illegal use of their account, any known security breaches or incidents, or if the security of the account is otherwise compromised. Hush commits to making reasonable efforts to secure users' information.

A Hush account is strictly for the use of the registered individual. Access to protected and/or secure areas of the Hush app is exclusively for registered users. Unauthorized access to such parts of the Hush platform or other protected information, through any means not provided by Hush, is prohibited. Users agree not to share, transfer, or sell their account to any third party. In the event of such a violation, Hush reserves the right to terminate the account and take necessary measures to prevent unauthorized use or transfer of the account. Legal action may be taken against anyone attempting to sell or transfer their account in contravention of these Terms.

3. Terms of Use

3.1 Users agree to abide by all applicable laws, regulations, and other legal requirements while using the Services, including:

- a) Adherence to relevant international laws and regulations related to data transmission.
- b) Compliance with the regulations and requirements of any exchanges when utilizing market data services.
- c) Prohibition of using Hush for any illegal purposes or in any way that contravenes applicable laws.
- d) Avoidance of any use of the Services that would impede Hush's ability to offer the Services to other users.

3.2 Users consent to uphold and protect the lawful rights and interests of Hush, its affiliates, and other users. They agree to bear any litigation expenses, including reasonable attorneys' fees, resulting from the use of the Services in a manner not authorized by these Terms or any harm caused by breaching these Terms.

3.3 Hush reserves the right to suspend any of the Services at any time, at its sole discretion, without needing to provide an explanation to the user or any other party. If users are dissatisfied with the Services provided by Hush, they have the option to:

- a) Discontinue using the Services; and/or
- b) Request Hush to stop providing the Services to them.

Upon such a request, the user's right to use the Services will be immediately revoked. The user will no longer be authorized to continue using the Services, and Hush will not be obligated to process any pending information or provide any unfinished or undelivered services for the user.

3.4 Alongside adhering to these Terms, you agree to utilize the market data in compliance with the terms and conditions set forth by third-party data providers.

4. Confidentiality

Hush values the personal privacy of each user and commits to maintaining the strict confidentiality of all personal information in accordance with its policies and the Hush Privacy Notice. Hush assures not to disclose any personal or other confidential information provided by users, including details shared during account registration or gathered while using the Services, except in the following circumstances:

- 4.1 Disclosure mandated by applicable laws and regulations.
- 4.2 Disclosure required by a third-party for completing a transaction initiated by the user.
- 4.3 Situations involving the protection of Hush's intellectual property rights or other significant rights.
- 4.4 Instances where the user credentials are unlawfully used due to hacking or user negligence.
- 4.5 Emergency scenarios where public privacy and security are jeopardized.
- 4.6 Other circumstances where Hush deems disclosure necessary.

For further information, users are encouraged to review the Hush Privacy Notice.

5. Intellectual Property Rights

The intellectual property rights ("IPR") related to the Services, encompassing trademarks, patents, copyrights, trade secrets, proprietary technology in supporting hardware and software, and all contents of Hush (such as images, archives, informational materials, system architectures, and product designs), are exclusively owned by Hush or respective legal owners. Unauthorized use, modification, copying, public broadcasting and transmission, recomposition, dissemination, distribution, publication, reverse engineering, decompiling, or disassembling of these properties is strictly prohibited. Users wishing to cite or reprint any software, procedures, or content associated with the Services must secure prior written permission from Hush or the rightful intellectual property owners. Users must recognize the critical importance of IPR to the success of Hush. Violations of these terms may result in the user being liable for compensatory damages to Hush or its affiliates, inclusive of court costs and attorney fees.

6. Disclaimer

Hush data, including (i) market data from various exchanges; (ii) fundamental data such as financial reports, analysis data, corporate actions; (iii) general news and information; (iv) educational materials and information, is accessible via Hush mobile applications, Hush websites, and other services, and is furnished by Hush and its affiliates. Hush data is not intended to provide financial, legal, tax, or investment advice or recommendations. You are solely responsible for assessing the suitability of any investment, investment strategy, or related transaction based on your personal investment goals, financial condition, and risk tolerance. It is advisable to consult a legal or tax professional for advice regarding your particular circumstances.

6.1 The market data and news information are sourced from third-party data service providers. Hush is not involved in the creation, endorsement, or modification of this third-party content and neither explicitly nor implicitly endorses or approves such content. These third-party content providers neither endorse nor approve the content they supply, nor do they offer investment advice, or advocate the buying or selling of any security or investment. Hush and these third-party data service providers do not assure the accuracy or reliability of the information provided. Hush holds no legal liability to the user for any loss or damage resulting from delays, errors, or omissions in such market data.

6.2 While Hush strives to provide accurate and current information to meet user needs, it cannot assure the accuracy, completeness, promptness, or suitability of any application. The information offered to users does not amount to investment advice. Users are entirely accountable for any risks, outcomes, or consequences resulting from decisions made on the basis of the information and other content available through the Services. Hush accepts no legal responsibility for the outcomes of such actions.

6.3 Hush is not liable for any malfunctions in the network and devices used by the user, nor for any delays, suspensions, or interruptions in market data distributed by securities exchanges or third-party service providers, even if these lead to loss of information or records.

6.4 Hush bears no responsibility for any interruption or loss to the user resulting from force majeure or other situations beyond its control.

6.5 In the case of regular service interruptions due to system maintenance or updates, Hush will endeavor to notify users beforehand. However, Hush reserves the right to suspend or terminate parts or all of its network services without prior notice to users. Hush is not accountable for any loss incurred due to service interruption, suspension, or termination.

6.6 While accessing the Services, it is recommended that users select a secure network environment and safeguard their passwords to prevent identity theft. Actions carried out on an account after proper login using the correct password will be considered as conducted by the user, who will then bear full responsibility for all such actions and their consequences.

6.7 Utilizing a device that has been rooted or jailbroken diminishes the security of your data and increases vulnerability to various forms of online fraud. Prior to using the Services, we strongly advise you to rectify any such modifications to your device, as Hush will not be liable for any losses incurred due to the use of a rooted or jailbroken device.

6.8 AI-Generated Content Disclaimer

Hush utilizes Generative Artificial Intelligence (AI) to provide financial education and analytics through a chat interface and generated screens. While we endeavor to ensure the accuracy and relevancy of the information provided, the nature of AI-generated content means that Hush cannot guarantee the reliability or accuracy of such information. Users should be aware that:

- a) AI-generated content, including financial education and analytics, is for informational purposes only and should not be construed as professional financial, investment, tax, or legal advice.
- b) The AI models are based on historical data and do not necessarily reflect current market trends or future market behavior.
- c) Any reliance on AI-generated content is at the user's own risk. Users should perform their own due diligence and, where appropriate, consult with professional advisors before making financial decisions.
- d) Hush is not responsible for any errors or omissions in AI-generated content, nor for any loss or damage of any kind incurred as a result of the use of such content.

7. External Links

Hush and/or third-party providers might offer links to other websites or resources. As neither Hush nor the third-party providers control these external sites and resources, you acknowledge and agree that Hush and these third-party providers are not responsible for the availability or content of such external sites or resources. Hush and the third-party providers do not endorse, nor are they responsible for, any content, advertising, products, or other materials on or available through such sites or resources. Your access to or use of such websites, content, or services is entirely at your own risk. Furthermore, you acknowledge and agree that neither Hush nor the third-party providers are liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, or services available on or through any other site or resource.

8. Dispute Resolution

8.1 Any controversy or dispute arising from the use of the Services or the provision of services will be addressed and ultimately resolved through appropriate legal channels in accordance with local laws and regulations.

8.2 In case of a dispute between a user and Hush, both parties agree to attempt resolution through amicable negotiation or arbitration. If such methods do not lead to a resolution, either party may pursue legal action in the local courts within the jurisdiction where Hush is registered.

8.3 Should any portion of this provision be deemed unenforceable, the validity and enforceability of the remaining sections shall remain unaffected. Our failure to enforce any part of these Terms does not amount to a waiver of that right.

9. Rights of Third Parties

No individual or entity not party to these Terms shall have the right to enforce any of these Terms, irrespective of whether they have been identified by name, as part of a group, or by description. This clause does not impact the rights of any authorized assignee or transferee of these Terms.

10. Improvement and Modification of these Terms

Hush reserves the right, at its sole discretion, to amend these Terms at any time without prior notice. The revised Terms will be published on the Hush app, our website, and within Hush Services. Continued use of the Services signifies the user's acceptance of the modified Terms. Should you disagree with the amendments, you are advised to immediately stop accessing and using Hush Services. In matters concerning the rights and obligations between users and Hush, the amended Terms will take precedence.

ADVISORY AGREEMENT

This Advisory Agreement (“Agreement”) is entered into by and between the user of the Hush app (the “Client”) and NINE30 Advisors LLC (the “Advisor”), an investment advisor registered with the Securities and Exchange Commission (SEC). The Client hereby retains the Advisor, and the Advisor agrees to provide services (“Services”) with respect to certain assets of the Client held in an account (the “Investing Account”) maintained the Custodian (as defined below), under the following terms and conditions. If the Investing Account relates to the assets of the Client’s Traditional IRA or Roth IRA (each an “IRA”), the “Client” refers to both the Client, as settlor of the IRA, and the IRA. The “Effective Date” of this agreement is the date on which the Client applied for a Hush account (“Account”).

The Client understands that Client will sign this Agreement by checking and clicking on “I Agree” button (or other similarly worded phrase) or typing Client’s name in the electronic signature field, either of which will constitute Client’s electronic signature. Client acknowledges and agrees that its electronic signature will be the same as if Client signed a paper version of this Agreement by hand.

1. Discretionary Investment Advisor

The Client hereby appoints the Advisor as its investment adviser and grants the Advisor limited power-of-attorney with discretionary trading authority to manage and trade the assets of the Investing Account. The Advisor hereby accepts that appointment subject to the terms and conditions under this Agreement. In its role as discretionary advisor, the Advisor will have the authority to manage and direct the assets, including cash, in the Investing Account at its discretion, without requiring prior consent from the Client for each transaction. The Advisor will purchase, sell, invest, reinvest, exchange, convert, and trade assets in the Investing Account and place all orders for the purchase and sale of securities, including equities, American depositary receipts (“ADRs”), exchange traded notes (“ETNs”), and exchange traded funds (“ETFs”). Advisor reserves the right to change, in its sole discretion from time to time and without prior notice to Clients, the securities and investments made available through its platform that it deems appropriate to address the investment objectives, investment time horizons, and risk tolerances of Clients. In addition, the Advisor shall have the authority in connection with its provision of advisory services under the Agreement (i) to determine when, how, how often, and in what amounts to invest or reinvest dividends in the Investing Account, to determine the timing of purchases in relation to deposits, and (iii) to determine the timing of sales and withdrawals in relation to requests for withdrawals or transfers.

The Client acknowledges that the Advisor does not provide: (i) comprehensive financial planning services, and its Services are not a complete investment program; (ii) tax, accounting or legal advice, nor prepare any legal or accounting documents for the implementation of any of the Client’s financial or investment plans; and (iii) custody of assets in the Investing Account. The Client is encouraged to consider additional asset classes, strategies and investments to supplement the Client’s investment objectives; and to consult with the Client’s tax advisor regarding any tax consequences related to the Investing Account. The Client agrees to review information available to the Client regarding the securities, as well as the brokerage statements, transaction confirmations and tax reporting forms provided by the Custodian (as defined in Section 3) for tax-related information. Each Client must rely upon its own representatives, including its own legal counsel and

accountant, as to legal, tax and related matters concerning any assets in the Investing Account or any Investing Account transactions and for preparation of any legal, accounting or tax documents. Clients can access tax documents through the app when such documents are ready. You will also be able to download them from the web and mobile app. The Client and the Client's tax advisors are responsible for how investments and the transactions in your Investing Account are reported to the Internal Revenue Service or any other taxing authority. The Advisor assumes no responsibility to you for the tax consequences of any transaction.

2. Investment Objectives

The allocations and management of the Investing Account performed by the Advisor will be based on information provided by the Client about the Client's investment objectives, risk tolerance and financial circumstances. The Client agrees to promptly notify the Advisor in writing of any changes in the information provided by the Client to the Advisor under this Section 2 by updating the Client's Account.

3. Custodian Selection; Custody of Assets; Directed Brokerage

- (a) The Client hereby confirms that it has accepted the Advisor's preferred custodian, Alpaca Securities LLC (the "Custodian") that will maintain the Investing Account and hold the cash and securities therein.
- (b) The Client authorizes the Advisor to deliver to Custodian (or any other securities brokerage firm executing securities transactions on behalf of the Investing Account) a copy of the Agreement as evidence of the authority of the Advisor to act for and on behalf of the Investing Account.
- (c) The Client authorizes the Advisor to issue instructions to the Custodian as may be appropriate in connection with the settlement of transactions initiated by the Advisor pursuant to the terms hereof. The Advisor shall at no time receive, retain or physically control any cash, securities or other assets in the Investing Account; provided, however, that the Advisor will assist the Client to obtain disbursements from the Investing Account from the Custodian from time to time as the Client requests.
- (d) The Client hereby instructs the Advisor to direct all Investing Account transactions to the Custodian.

4. Funding the Investing Account

- (a) The Client may fund the Investing Account by using the Advisor's platform to direct the transfer of money from the Client's funding account ("Funding Account") to the Investing Account in accordance with the terms and conditions of this Agreement. The Client agrees that, by initiating or directing a deposit, the Client authorizes the bank or other vendor that Advisor engages from time to time to facilitate the transfer of money to or from the Custodian (such bank or vendor, the "Operator") to request that the financial institution that maintains the Funding Account transfer the amount of the deposit to the Custodian for deposit in the Investing Account. The Advisor and the Custodian reserve the right to accept cash funded from other sources (such as debit accounts) as they may mutually agree and to

the extent permitted by applicable law. The Advisor also reserves the right to accept investments funded from other sources or through other means on a case-by-case basis.

- (b) The Client further agrees that, by initiating, authorizing, or directing a deposit or transfer to the Investing Account, the Client authorizes the Advisor to place orders with the Custodian on the Client's behalf for purchases of the securities that comprise the recommended Investing Account at the time(s) and in amounts calculated by Advisor's portfolio management system. To permit sufficient time to ensure that the transfer of assets into the Investing Account has been successfully completed by the financial institution that maintains the Funding Account, the Advisor may wait up to 5 Business Days, as defined below, after the day the Custodian credits the applicable deposit to the Investing Account to generate and place the orders for purchases. As used herein, "Business Day" means any day on which all banks (or the applicable branch thereof) involved in any transfer of funds are physically open for business during their regular business hours, and specifically excludes any U.S. federal holiday and any day on which any applicable securities exchange is not open during its regular business hours. The Client hereby acknowledges and agrees that, as a result, each deposit the Client makes generally will not be invested for up to 5 Business Days and that such uninvested cash will not be subject to financial gains or losses resulting from movement in market prices during that time period.
- (c) The Client represents and warrants that none of the money the Client deposits in the Investing Account is derived from, or will be used to promote the conduct of, any crime or other illegal activity. The Client agrees not to deposit (or direct the deposit of) any money into the Investing Account that comes from, or that will be used to promote the conduct of, any crime or other illegal activity. The Client represents that no individual or entity has an interest in any money the Client uses for deposits or in any money or securities in the Investing Account other than the Client or any other individual the Client has disclosed to Advisor during account opening.

5. Fees and Expenses

- (a) Advisor manages accounts under \$100,000 free of charge; no advisory fee is deducted from these accounts.
- (b) For accounts of \$100,000 or more, Advisor charges an annual advisory fee of 0.75% of assets under management, deducted monthly in arrears from the client's custodial account. The fee is calculated based on the account value at the end of each day. If a Client account crosses the \$100,000 threshold during a month, the fee will apply beginning with the first full month in which the balance remains at or above \$100,000.
- (c) Advisory fees for institutional clients and certain large accounts may be negotiable. Factors considered include the size of the account, anticipated future assets, the type of client, related accounts, and the scope of services requested.
- (d) Clients are responsible for other fees and expenses charged by third parties, such as brokerage commissions, custodial fees, wire transfer fees, account maintenance fees, and expenses of mutual funds and exchange-traded funds (ETFs). These fees are separate from our advisory fee and may reduce investment returns.

- (e) Because Advisor does not charge a fee on accounts below \$100,000, we have an incentive to encourage clients to increase assets above that level. In addition, clients with larger accounts may be offered access to additional investment strategies, which creates an incentive for us to promote higher balances.
- (f) The Client will be charged \$25.00 to their Funding Account or to their Investing Account for any reversed ACH transfer.
- (g) The Advisor does not charge any setup fees and/or termination fees.
- (h) The Client agrees and acknowledges that the Client is responsible for paying any and all fees, including, without limitation, the Fee that Client owes pursuant to the Agreement. The Client is responsible for maintaining complete and accurate billing and contact information with the Advisor. The Client acknowledges that the Advisor designed its Services with significant long-term investing in mind and that the Fee might not be economical or appropriate for individuals looking to make few or infrequent small-dollar investments.

6. Reports

The Custodian will send or otherwise make available to the Client, either electronically or through electronic access, copies of (a) confirmations of transactions occurring in the Investing Account; and (b) statements showing the Investing Account's receipts and disbursements, trades, securities and value for monthly or other applicable periods. The Client will notify the Advisor in writing if the Client does not receive at least quarterly statements from the Custodian. In addition, the Advisor may, but is not required to, provide additional reports to the Client.

7. Delivery of Client Relationship Summary and Disclosure Brochure

The Client acknowledges that the Client has received a copy of the Advisor's Form CRS ("Client Relationship Summary") and Form ADV Part 2A ("Disclosure Brochure"), delivered electronically and available on the SEC's Investment Adviser Public Disclosure webpage on www.adviserinfo.sec.gov, which contains certain disclosures concerning brokerage practices, risk factors and potential conflicts of interest, all of which may be amended from time to time subject to law. The Client may also obtain a copy of the Client Relationship Summary and Disclosure Brochure upon request by emailing compliance@nine30.com.

8. Proxies and Corporate Legal Actions

The Advisor does not exercise voting authority over securities in the Investing Account. Clients will receive their proxies or other solicitations directly from the Custodian.

9. Confidentiality and Privacy

- (a) The information the Client provides to the Advisor, including personal information, is subject to the terms of the Advisor's Privacy Policy, available below. The Client acknowledges receipt of the Privacy Policy, which the Advisor may amend from time to time by posting new versions on its website.

- (b) Except as required by law or requested by regulatory authorities, the Advisor agrees to maintain in strict confidence all of nonpublic personal and financial information that the Client furnishes to the Advisor, except for information that the Client agrees to share.
- (c) The Client acknowledges receipt of the Terms of Use, set forth above, which apply to Services and agrees to adhere to the Terms of Use throughout the term of this Agreement and the Client's use of the Services.

10. Term and Termination

The term of this Agreement shall begin on the Effective Date and continue until either Advisor or Client terminates this Agreement. The Termination of the Agreement shall be effective as of the end of the current billing period in which notice of termination was given, and no refund of the Fee will be given.

11. Limit of Liability

The Client understands that, to the fullest extent permitted by applicable law and unless the Advisor has breached its fiduciary duty, the Agreement or otherwise violated applicable law, neither we nor any of our officers, partners or directors (or persons performing similar functions), employees, representatives, persons directly or indirectly controlling us or controlled by us (as defined in the Advisers Act) (together, our "Affiliates"), agents, including any service providers, (together with our Affiliates, the "Identified Persons") will be liable for (i) any obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys' fees, expenses and court costs ("Losses") paid, suffered, incurred or arising from the Services or any investment decision made or other action taken or not taken in good faith by us with the degree of care, skill, prudence and diligence that a person acting in a fiduciary capacity would use under the circumstances; (ii) any Losses arising from adhering to the Client's written or oral instructions; or (iii) any act or failure to act by the Custodian or any other third party; or (iv) any loss arising from any services provided to Client prior to the execution of the Agreement by any person or entity who at the time of the provision of such services was not an Identified Person; (v) the loss or failure or delay in performance of any obligation under the Agreement arising out of or caused, directly or indirectly, by circumstances beyond the Advisor's reasonable control, including acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, telecommunications, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of civil or military authority, governmental, regulatory authority or securities exchanges actions, the inability to obtain labor, material equipment, or transportation and a custodian refusing to act on the Advisor's instructions; or (vi) any loss that Client may suffer for any reason whatsoever that is outside the Investing Account or the relationship between the parties; or (vii) any failures arising out of the use of the Services. If the assets we are managing in the Investing Account are only a portion of the Client's total assets, we will not be responsible for any of the Client's assets, or the diversification thereof, that we are not managing under the Agreement. In addition, the Advisor shall have no liability for Client's failure to promptly inform the Advisor of changes in Client's financial and/or economic situation, Client's investment objectives, or any restrictions Client wishes to impose that may affect the management of the assets in the Client's Investing Account, as applicable. Nothing in

the Agreement will waive or limit any rights that the Client has under federal and state securities laws for the advisory services the Client receives under the Agreement.

12. Arbitration

TO THE EXTENT PERMITTED BY APPLICABLE LAW, BY ENTERING INTO THIS AGREEMENT, 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 EXCEPT IN VERY LIMITED CIRCUMSTANCES;
- THE PANEL OF ARBITRATORS WILL TYPICALLY 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; AND
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE ADVISOR AND THE CLIENT OR THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF THE ADVISOR'S BUSINESS OR THE CLIENT'S ACCOUNT (COLLECTIVELY, "CLAIMS"), SHALL BE CONDUCTED SOLELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION.

ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY. ANY SUCH ARBITRATION SHALL BE HELD IN THE STATE OF NEW YORK.

THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST THE ADVISOR OR

ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO WAY SHALL THIS AGREEMENT CONSTITUTE A WAIVER OR LIMITATION OF RIGHTS THAT THE CLIENT MAY HAVE UNDER FEDERAL OR STATE SECURITIES LAWS TO PURSUE A REMEDY BY OTHER MEANS IF AND TO THE EXTENT SUCH LAWS GUARANTY SUCH RIGHT TO THE CLIENT AND DO NOT PERMIT THE WAIVER THEREOF.

13. Client's Acknowledgments, Understandings, and Representations

- (a) The Client represents that he or she is an individual of legal age under the laws of the jurisdiction where Client resides and is authorized to enter into this Agreement. Client further acknowledges and understands that no person, except Client (or any person named in a separate agreement or joint account), has any interest in the Investing Account opened pursuant to this Agreement. The Client acknowledges and agree that the Client is fully responsible for all acts and omissions relating to the use of the Services, including the deposit and contributions to and withdrawals from the Investing Account, by any person who uses your user account and password(s), as described in the Terms of Use. The Client may not share the Client's password for the Account with others, and the Client must notify the Advisor immediately if you know or suspect that the confidentiality of the Client's password(s) has been compromised. The Client is the only person who may use the Account to access the Services and the Investing Account. The Client represents and warrants that no term of the Agreement conflicts with or violates any duty you have under any law, regulation, or agreement.
- (b) The Client represents that all information that Client provides in connection with the opening and/or maintenance of its Account are complete and accurate, and that Advisor may rely on and authorized to verify such information. Client further agrees to promptly notify Advisor of any changes to the information provided to Advisor.
- (c) The Client understands that the Advisor and its Affiliates do not guarantee the future performance of the Client's Investing Account or any specific level of performance, the success of any investment recommendation or the success of our overall management of the Client's Investing Account. The Advisor's investment recommendations are subject to various market, currency, economic, political and business risks. Investment decisions will not always result in profitable outcomes. Investment performance of any kind can never be predicted or guaranteed, and the Advisor does not guarantee that you will avoid financial loss. The Advisor does not make any guarantee that the investment objectives, expectations or targets described by Advisor, if any, will be achieved, including without limitation any risk control, risk management, or return objectives, expectations, or targets. The Client may experience losses, including potentially a complete loss of your investment.
- (d) The Advisor (and our employees, representatives, and agents) may have or take the same or similar positions in specific investments for our own accounts, or for the accounts of other clients, as Advisor does for the Client. Nothing in this Agreement shall put the Advisor under any obligation to purchase or sell, or to recommend for purchase or sale for the

Investing Account, any security which the Advisor (or our employees, representatives, and agents) may purchase or sell for the Advisor's own accounts or for the account of any other client.

- (e) The Client acknowledges and agrees that the Advisor may recommend transactions with respect to securities of issuers of which the Adviser, its officers, directors, employees, or affiliates may (1) be directors, officers, financial advisors, or consultants; or (2) own securities or otherwise have a financial interest. The Client further understands and agrees that the disclosure by the Advisor of the foregoing facts and relationships does not imply that any recommendations by the Advisor are based upon possession of any material undisclosed information relating to any such security or securities.
- (f) The Client acknowledges and agrees that information forming the basis of recommendations in connection with purchases, sales, and/or exchanges in the Investing Account will be derived from sources which the Advisor believes are reliable, but that the accuracy of information obtained cannot be guaranteed, and such information may or may not have been independently verified by the Advisor or persons acting on its behalf.
- (g) The Client acknowledges and agrees that to the extent assets in the Investing Account are invested in securities of investment companies, the Investing Account will bear indirectly a proportionate share of the expenses of such investment companies, including operating costs and investment advisory and administrative fees.
- (h) The Client understands and acknowledges that under the Agreement, the Advisor has full authority to manage the Investing Account without Client direction, including asset allocation decisions. If the Advisor determines, at its discretion, to allocate all or a portion of the Investing Account to cash, the Client shall still be required to pay the Fee and any applicable asset-based custodial and brokerage fees on that cash position.
- (i) The Client represents the Investing Account is not maintained by: (i) a current or former Politically Exposed Person or Public Official (including U.S. and foreign individuals); (ii) a foreign financial institution as defined by Title 30 of the Code of Financial Institution as defined by Title 30 of the Code of Federal Regulation; or (iii) a foreign bank organized under foreign law and located outside the U.S. as defined by Title 31 of the Code of Federal Regulations.
- (j) The Client represents that the Client has not been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State, and that the Client will not use the Services offered by the Advisor for any illegal or illicit activity. The Client
- (k) The Client acknowledges and understands that the Advisor renders investment advice to other clients. The Advisor and its affiliates may take the same, similar, or different positions in specific investments for the Advisor's other clients and its own accounts as it does for the Client. The Client further acknowledges and understands that the Advisor has no obligation to purchase or sell, or to recommend for purchase or sale, any security that the Advisor may purchase or sell for its other clients or on its own behalf. The Client agrees that the Advisor

may give advice and take action with respect to any of its other clients, which may differ from the advice given, the timing, or nature of action taken with respect to the Investing Account.

(l) The Client acknowledges and understands that the Advisor does not act as a “fiduciary” within the meaning of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) with respect to either the Client or, if the Investing Account relates to the assets of an IRA, the Client’s IRA.

14. Communications and Electronic Delivery

(a) Any notice, correspondence, or other communication required in connection with this Agreement will be deemed effective upon receipt if delivered to either party to their last known address. In the case of the Client, any notice, correspondence, or other communication required in connection with this Agreement will also be deemed effective when sent to an e-mail address specified by the Client from time to time (the “Email Address”); or upon a posting by the Advisor on a website of the Advisor to which the Client has password access (the “Website”); or upon posting by the Advisor on the Hush app (the “App”), to which the Client has password access.

(b) Notwithstanding any other provisions of this Agreement, the Client hereby acknowledges and agrees that consistent with Section 10(a) above, the Advisor may deliver communications and documents by electronic means rather than orally or by traditional mailing of paper copies. By consenting to the electronic delivery of all information relating to the Investing Account, the Client acknowledges possessing the technical ability and resources to receive electronic delivery of documents through the Email Address or Website or App and authorizes the Advisor to deliver all communications by e-mail to the Email Address, or by posting the communication on the Website or App. The Client further agrees that the Advisor may provide in any electronic medium (including via Email Address delivery or posting on Website or App) any recommendation, disclosure or document that is required by applicable securities laws or this Agreement to be provided by the Advisor, and that use of any one method permitted under this Agreement for communications with the Client shall be sufficient to satisfy any delivery requirement hereunder. The consent granted herein will last until Advisor receives notice of the Client’s revocation and has had a reasonable period of time to act thereon. In the event that Client’s Email Address rejects e-mail communications, the Client is aware that account will be liquidated and closed by Advisor.

(c) The Client hereby acknowledges that voicemail, fax, and other similar means of communication may not come to the Advisor’s attention in a timely manner. Accordingly, the Client hereby acknowledges and agrees that if the Client uses such means of communication to make account requests or provide the Advisor with account instructions, such requests or instructions shall not bind the Advisor unless or until the Advisor confirms such requests or instructions; therefore, the Client should direct time-sensitive account requests or instructions to the Advisor only in e-mail, and the Client’s failure to do so may result in delayed implementation of the Client’s requests or instructions.

15. General Provisions.

- (a) **Governing Law.** Except to the extent that it is preempted by federal law, this Agreement shall be governed by the laws of the state of Delaware (without regard for conflicts of law principles), which will govern the construction, validity, and administration of the Agreement.
- (b) **Severability.** Each section of this Agreement and any and every provision therein shall be severable from every other section of this Agreement, and any and every provision thereof, and the invalidity or unenforceability of any section or provision shall not affect the validity of any other section or provision of this Agreement.
- (c) **Assignment.** No assignment (as that term is defined in the Investment Advisers Act of 1940, as amended) of this Agreement shall be made by the Advisor without the consent of the Client.
- (d) **Entire Agreement.** This Agreement embodies the entire Agreement of the parties hereto with respect to the subject matter hereof, and all prior agreements, understandings, and negotiations are merged herein and superseded hereby.
- (e) **Amendments.** Nothing in the Agreement shall be deemed waived or amended without the prior express written consent of the Advisor, executed by a duly authorized representative of the Advisor. The Advisor may amend the Agreement from time to time by adding, revising, or deleting any terms or conditions, provided that we will give you 30 calendar days' prior notice. Any amendment or modification to the Agreement will be effective 30 calendar days after receiving notice in accordance with the terms and conditions discussed herein. The Advisor will notify you about material changes to the Agreement, including by posting notification of such on the Advisor's website and in the Advisor's interactive application which will be available, subject to the Advisor's Terms of Use, for the Client to access, download, review, print, and retain. The Client agrees that, by keeping the Investing Account or using the Services after the Advisor notifies the Client of a new version of the Agreement, the Client is agreeing to and accept all terms and conditions of the Agreement as so amended.
- (f) **Client Due Authorization.** The Client represents and warrants that the Client is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, the Client further represents and warrants that applicable law and the Client's governing documents authorize and permit this Agreement.
- (g) **Affiliate Relationships and Referral Fees.** The Advisor utilizes its affiliates and certain third-party service providers to facilitate our provision of services to Client. As further detailed in the Advisor's privacy policy, Advisor may share information about the Client and the Investing Account with its affiliates in order to provide services under this Agreement. If the Client was introduced to the Advisor through a promoter, Advisor may pay that promoter a referral fee in accordance with Rule 206(4)-1 of the Advisers Act and applicable state securities laws. If Client was introduced to Advisor through a promoter, Client acknowledges receipt of the written disclosure, disclosing the terms of the solicitation

arrangement between Advisor and the promoter, including the compensation to be received by the promoter from Advisor.

16. Electronic Signatures.

The Client understands that Client will sign this Agreement by checking and clicking on "I Agree" button (or other similarly worded phrase) or typing Client's name in the electronic signature field, either of which will constitute Client's electronic signature. Client acknowledges and agrees that its electronic signature will be the same as if Client signed a paper version of this Agreement by hand. The Client's electronic signature will be the same as if the Client signed a paper agreement by hand. The Client's intentional action in electronically signing the Agreement is valid evidence of the Client's consent to be legally bound by the Agreement. The Client is solely responsible for reviewing and understanding all of the terms and conditions of this document. The Client accepts as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means. The electronically stored copy of the Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. The Client agrees to not contest the admissibility or enforceability of the Advisor's electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of the Agreement. If more than one individual has electronically signed the Agreement, the Client's obligations under the Agreement will be joint and several. By clicking "I Agree", the Client acknowledges that the Client (on the Client's own behalf and any joint account holder's behalf):

- i. understands that clicking "I Agree" is the legal equivalent of manually signing this Agreement, and that the Client has read, understand and agrees to be legally bound by its terms and conditions;
- ii. has (i) received and read the Disclosure Brochure and Client Relationship Summary and has received a copy of the Advisor's Privacy Policy and Terms of Use; and
- iii. agrees to arbitrate any controversies that may arise under the Agreement.

PRIVACY NOTICE

Who is Providing This Notice?

This notice is provided by Nine30 Advisors LLC (“Nine30”), an SEC-registered investment adviser, to you, a client of Nine30 (“Client”). Nine30 is the primary entity you engage with through the Hush app, offering financial advice, goal recommendations, and marketing communications to customers and prospective clients.

Why Are We Providing This Privacy Notice?

Federal law requires financial companies to explain how they collect, share, and protect your non-public personal information (“NPI”) and provides you with the right to limit some of this sharing. We are committed to protecting the confidentiality and security of your personal information and complying with all applicable privacy laws. Please review this notice carefully to understand how Nine30 manages your information.

Definition: Affiliates and Non-Affiliated Third Parties

- **Affiliates:** Companies related to Nine30 by common ownership or control. Our affiliate is NINE30 Inc., the parent company of Nine30 Advisors LLC.
- **Non-Affiliated Third Parties:** Companies not related by common ownership or control. This includes service providers Alpaca Securities LLC (brokerage and custody services), Stytch Inc. (identity management), and Plaid Technologies, Inc. (banking integrations).

During the account opening process, the Client, or Nine30 acting on behalf of the Client, will establish relationships with the above-mentioned Non-Affiliated Third Parties. They receive information from Nine30, or collect information directly from the Client, and manage it under their own privacy notices and terms of service.

What Information Do We Collect?

The types of NPI we collect and share depend on how you interact with us, including whether you are a website visitor or a Client. This information may include:

- Full legal name, date of birth, and Social Security number
- Income, financial status, and employment information
- Account balances, assets, and transaction history

How Does Nine30 Collect My Personal Information?

We collect personal information when you:

- Open an account or input financial information into our platform
- Link external accounts (e.g., bank accounts)
- Make deposits, transfers, or other transactions

We may also collect information from third parties as part of account linking or verification processes.

How Do We Use and Share Your Personal Information?

We collect and use your NPI to:

- Open and maintain investment advisory relationships
- Establish and manage your brokerage account with Alpaca Securities LLC
- Facilitate transactions between your brokerage and linked bank accounts
- Communicate with you regarding your account
- Market our products and services, as well as those of our affiliates

We do not sell or distribute your personal information. Any sharing of information is strictly limited to supporting your account and meeting legal or regulatory obligations.

[Your Right to Limit Information Sharing \(Opt-Out Policy\)](#)

While Federal law allows you to limit some types of sharing of your NPI, you cannot opt out of sharing when:

- It is required for legal or regulatory purposes, such as fraud prevention or responding to subpoenas
- It is necessary to process transactions or service your account

Nine30 shares personal information with the above-mentioned non-affiliated third parties solely for the purpose of processing transactions and servicing accounts. There is no additional information sharing with these or other 3rd parties, and therefore nothing to opt out from.

[Retention of your Information](#)

We will retain your personal information for as long as it serves the purpose(s) for which it was initially collected as stated in this Privacy Notice or subsequently authorized. We will also retain and use your personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If your client relationship with Nine30 ends, we will not destroy your personal information unless required or permitted by law. We will continue to treat your personal information in accordance with this Privacy Notice and applicable laws.

For questions about this policy or concerns about your personal information, please contact us at: compliance@nine30.com

BUSINESS CONTINUITY PLAN SUMMARY

Overview

Nine30 Advisors, LLC (“Nine30”), a fully owned subsidiary of NINE30, Inc (collectively referred to as “Nine30” or “the Firm”), has developed a Business Continuity Plan (“BCP”) to reduce the impact of unexpected business interruptions. The BCP is intended to allow the Firm to maintain or quickly resume trading operations in the event of an emergency or significant business disruption (“SBD”).

Communications and Contact

Nine30 communicates with its customers through its website <https://www.gethush.app>., its application “Hush”, and email. If necessary Nine30 uses telephone communications and U.S. Mail.

In the event of a significant business disruption (SBD), Nine30 will evaluate which communication channels remain available and will prioritize those closest in speed to its usual methods. If all traditional communication channels are unavailable, Nine30 will provide emergency contact details and instructions on alternative websites, such as its social media platforms (Instagram: @gethush.app, Facebook: Hush App), to ensure receipt of updates from Nine30.

Access to Funds and Accounts

Nine30 does not hold customer accounts. Client assets are held with Alpaca Securities, and all account information and transactions are maintained by Alpaca as the broker-dealer. In the event of an SBD, customers should refer to Alpaca’s Business Continuity Plan Summary for guidance on accessing accounts, and may contact Alpaca directly for assistance.

<https://files.alpaca.markets/disclosures/library/SecuritiesBCPSummary.pdf>

Business Continuity Arrangements

Nine30 stores some of its records electronically in cloud-based storage. Nine30 also relies on the services provided by key business partners to store other records. Nine30 evaluated the reliability of the arrangements made by these partners regarding responses to a significant business disruption (SBD) and accepted the residual risk related to these relationships. During an emergency or SBD, Nine30 will coordinate restoration of services with these partners.

BCP Disclosures

Nine30’s Business Continuity Plan (BCP) is designed to ensure the Firm can continue operations in the event of an emergency or SBD. However, not all risks of business interruption can be eliminated, and Nine30 cannot guarantee that systems will always be accessible or rapidly-recoverable following an SBD. Nine30 relies on the disaster recovery plans of its critical business partners and vendors, over which it has no control.

If significant changes are made to Nine30’s BCP, Nine30 will provide an updated version of this summary to its clients.