



General Terms and Conditions

This Service Agreement (“Agreement”) is entered into by W2B, Inc. (“Wealth2B”), Utoppia, Inc. (“Utoppia”), and the undersigned (“Client”).

This Agreement is part of the collaboration between Wealth2B and Utoppia to integrate cash management and investing solutions into Utoppia’s app. Through this partnership, Utoppia serves as a referral platform, directing its users to the investment services provided by Wealth2B. This Agreement sets forth the terms and conditions under which the Client accesses Wealth2B’s investment services via Utoppia’s referral. By accepting this Agreement, the Client acknowledges and agrees that, although investments are made through the Utoppia app, it is Wealth2B who manages the investments in accordance with the terms set herein and in line with the pre-established agreement between Wealth2B and Utoppia.

This Agreement represents the complete understanding between the Parties regarding investment services and supersedes any prior related agreements. By signing this Agreement, the Client joins the existing relationship between Wealth2B and Utoppia, acknowledging their role in facilitating this investment service.

Agreement

Once the Client’s account is open and funded, the service provided by Wealth2B under this Agreement will consist exclusively of the Bank Sweep product, designed to meet specific cash management needs.

For detailed information about the protections and conditions applicable to the Bank Sweep product, please visit [Cash Management Program Disclosure Statement - Bank Sweep](#) .

1. Authority

The Client hereby grants Wealth2B full and discretionary authority to manage the funds deposited in the Client’s account for the Bank Sweep product. Wealth2B will manage this account in accordance with the Client’s investment profile and the strategy defined in this Agreement.

2. Wealth2B Representation

Wealth2B affirms that it is registered as an investment advisor with the Securities and Exchange Commission (SEC) under the Advisers Act. Registration does not imply a certain level of skill or training. Wealth2B’s current registration remains valid and in compliance with applicable regulatory requirements.

Regulatory Information

Wealth2B provides detailed information about its advisory services, fees, and risks in its regulatory disclosures. Clients are encouraged to review the Form ADV Part 2A (Brochure) and the Form CRS for a comprehensive understanding of the services offered, associated risks, and other important information. These documents are available upon request or can

be accessed directly through the SEC's adviser information website at www.adviserinfo.sec.gov. Wealth2B's CRD# is 331220.

3. Client Representation - Documentation

The Client, acting either personally or through their legal representative, affirms their full legal capacity under applicable laws to appoint Wealth2B as their investment advisor for managing their account. By signing this contract, the Client confirms that they are not violating any legal or contractual obligations.

This Agreement establishes the Client's initial investment profile. The Client commits to providing accurate and updated information about their financial situation and risk preferences. Wealth2B will review and update the Client's risk profile at least annually, with participation from the Client, through the digital channels specified in this Agreement.

The Client expressly authorizes Wealth2B to share their personal information only with Utoppia or with the Custodian designated in this Agreement, a financial institution authorized and regulated by the Securities and Exchange Commission (SEC), and a member of FINRA and SIPC, for managing and safeguarding the account assets. This authorization excludes sharing information with any other broker, national or international, or financial or stock market entity, except as stipulated in this contract.

The Client consents to Wealth2B conducting necessary inquiries from public or private sources to verify or supplement the Client's information, exclusively within the context of Customer Due Diligence (KYC) policies. The Client may request the transfer of collected documentation to another financial or stock market entity.

4. Account and Assets in the Account

The Client's account, managed by Wealth2B, will consist of deposits in the Bank Sweep program, subject to FDIC protection as applicable, all under Wealth2B's supervision and management as per this Agreement. Any income, such as interest, will be accumulated in the same account.

Wealth2B reserves the right to request additional information or documentation from the Client regarding the account's management. These requests will be made through Utoppia's support team. The Client commits to responding and complying with these information requests within a reasonable timeframe.

5. Margin Transactions

Wealth2B is not authorized to conduct margin transactions. Such operations, which entail a higher level of risk and require approval and compliance with certain custodial requirements, will not be part of the Bank Sweep product or any investment strategies implemented by Wealth2B in managing the accounts of clients referred by Utoppia.

6. Reporting and Electronic Statements

Wealth2B will provide the Client with reports on the returns and performance of Bank Sweep product under this Agreement. These Reports will include details on the assets managed, returns achieved, and any other relevant metrics, as applicable. These reports will be delivered within fifteen (15) calendar days following the end of each quarter. The Client agrees that all communications and account information will be delivered in electronic format. Copies of executed transaction confirmations, commissions received, and an inventory of investments will be provided to the Client by the Custodian or, if unavailable, by Wealth2B. Wealth2B is not responsible for the accuracy of information provided by the Custodian or any other third party. The Client has sixty (60) calendar days to review the information received, after which the report issued by Wealth2B will be deemed accepted.

7. Custody

The assets in the Account will be held in custody by a financial institution designated as the Custodian, which is authorized and regulated by the Securities and Exchange Commission (SEC) and is a member of FINRA and SIPC. The Client acknowledges that the Custodian operates with segregated accounts and provides SIPC protection up to \$500,000, including a \$250,000 limit for cash, as applicable. Wealth2B cannot act as the custodian of the assets in the account and

will not be responsible to the Client for any act, conduct, or omission of the Custodian. Wealth2B will have the authority and permission to give instructions to the Custodian and to request information about the account.

Wealth2B does NOT have the authority to instruct the Custodian to deliver assets or make cash payments to Wealth2B, other than in relation to the collection of fees due to Wealth2B under this Agreement, in accordance with the Investment Advisers Act of 1940, as amended (the "Advisers Act") and Rule 206 (4) -2 under this or other laws applicable to the jurisdiction of the custodian.

8. Accumulation and Attribution

In the context of this Agreement, the modalities of executing joint purchase or sale orders of assets for multiple clients do not apply.

9. Confidentiality

All information, documentation, and advice provided by any party to another under this Agreement shall be treated as confidential and shall not be disclosed to third parties, except as required by law or upon request of the custodians in accordance with Section "3 - Client Representation - Documentation" of this Agreement. For the purposes of this Section 9, and subject to any applicable law, rule, or regulation, directors and employees of Wealth2B and the Custodian shall not be considered third parties.

10. Voting Proxy

Wealth2B shall not vote proxies on behalf of the Client, nor shall it communicate occasions when the Client has this capability. The Client is responsible for voting such proxies. The Custodian shall transmit any proxy material regarding securities in the account to the Client, not to Wealth2B. The Custodian, not Wealth2B, is responsible for the timely transmission of any proxy material to the Client.

11. Legal Responsibility

Wealth2B's responsibility is limited to situations of evidence of bad faith, gross negligence, or intentional non-compliance with obligations and duties outlined in this Agreement.

12. Assignment

Any assignment of this Agreement, as defined under the Investment Advisers Act, requires the explicit consent of the non-assigning party. Wealth2B will notify the Client by email about any proposed assignment. If the Client does not object in writing within sixty (60) days of receiving the notification, it will be considered as consent to the assignment. This Agreement and any future amendments will be for the benefit of the successors and assignees of the involved parties.

13. Termination

The Client may terminate this Agreement at any time by withdrawing all funds from the account and requesting closure through Utoppia's enabled channels. Wealth2B may terminate this Agreement with at least thirty (30) days' prior notice. Upon termination, Wealth2B is not obligated to recommend actions regarding the Client's portfolio or to liquidate the account's assets. The Client is responsible for managing all instructions related to the account's assets after the termination date.

14. Communication

For all communications between the Client and Wealth2B, these will be carried out exclusively through the Utoppia support team, using the channels provided by Utoppia. The Client must make any changes to their contact information through the same Utoppia channels. Utoppia will act as an intermediary in all communications related to the service and notifications, both commercial and legal, ensuring the proper transmission and management of information.

15. Fees

Regarding fees for services provided by Wealth2B under this Agreement, The Client will not incur direct charges from Wealth2B for the services described in this Agreement. All fees are covered by Utoppia. However, the Client may, in certain cases, be subject to additional costs imposed by third parties, such as custodians, market fees, or investment instruments. If such costs apply and result in an additional charge to the Client, Wealth2B will clearly communicate these costs in advance through agreed channels.

16. Investment Adviser Registration

The Client acknowledges verifying Wealth2B's registration with the Securities and Exchange Commission under CRD# 331220. The Client confirms receiving, before or at the time of signing this Agreement, Part 2 of the current ADV form or other brochure supplied in accordance with Advisers Act Section 204-3 ("Wealth2B's Brochure"), as required by Regulation SP or similar federal or state law. The Client acknowledges carefully reviewing this Agreement and any applicable disclosure documents or other documents provided in connection with it and has had the opportunity to discuss these materials with Wealth2B's representatives before executing this Agreement.

17. Severability

If any provision of this Agreement is found invalid or unenforceable by the competent authority under the law of any applicable jurisdiction, this Agreement will continue in full force and effect as if such provision were omitted unless such omission materially alters the rights or benefits of either party, in which case the provisions of this Agreement shall be considered indivisible.

18. Amendment

Except as provided in Section "12 - Assignment" and Section "13 - Termination", Wealth2B may amend this Agreement at any time, provided that the Client is notified in writing at least thirty (30) days in advance. Wealth2B may assume the Client's consent to any amendment if no written objection is received from the Client before the end of the thirty (30) day period. If the Client notifies Wealth2B of their objection to the amendment during this period, this Agreement will be terminated irrespective of the criteria established in Section 13 - Termination.

19. Jurisdiction and Arbitration

The Client agrees that any disputes and disagreements that may arise between the Client and Wealth2B in connection with any transaction, the operation, or non-compliance of this Agreement between the Client and Wealth2B shall be determined through mandatory and binding arbitration. The Client understands that this arbitration agreement shall not constitute a waiver of the right to seek judicial relief in a court where such waiver is void under federal securities laws. Any arbitration shall be conducted in the City of New York, State of New York, administered by the American Arbitration Association ("AAA") in accordance with the Federal Arbitration Act, and in accordance with this Agreement and AAA's commercial arbitration rules. The judgment on the award rendered by the arbitrators may be entered in and enforced by any competent court in accordance with its practices.

20. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the management of the account and supersedes all prior agreements, representations, and proposals, whether written or oral.

21. Applicable Law

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of New York, without giving effect to conflict of law principles. However, nothing in the Agreement shall be construed in any way as inconsistent with the Investment Advisers Act or any rule, regulation, or order of the Securities and Exchange Commission promulgated under it and applicable to Wealth2B.

22. Survival

The provisions of Sections "9 - Confidentiality," "13 - Termination," "19 - Jurisdiction and arbitration," and "22 - Applicable Law" shall survive the termination of this Agreement.

23. Risk

The Client understands that the Authority granted to Wealth2B does not guarantee any type or amount of returns and that investments are subject to market fluctuations. In this regard, the Client acknowledges that transactions to be executed may be subject to market risks and, consequently, may result in losses. Furthermore, the Client acknowledges that additional information and detailed explanations regarding the risks associated with the investments and services provided under this Agreement are outlined in Wealth2B's Form ADV Part 2.

Therefore, the Client acknowledges being fully aware of the risks that may be assumed. Wealth2B shall not be liable for any damage suffered by the Client as a result of risks inherent to the market in which it operates. The Client is responsible for all losses attributable to defects in its own capacity, that of its agents, or third parties.

24. Availability and Access to the Platform

The access and use of the Bank Sweep service provided by Wealth2B will be carried out exclusively through the application and other channels provided by Utoppia. The conditions of availability and access to these services, including the management of credentials and responsibilities associated with usage, will be subject to and defined by the terms and conditions of Utoppia. Wealth2B will not be responsible for the operation or availability of the Utoppia application or channels used by the Client.

25. Electronic Signature

This Agreement may be accepted electronically through the channels provided by Utoppia, and each electronic acceptance shall have the same legal effect as a handwritten signature. The parties acknowledge that electronic acceptance has the same legal effect as a handwritten signature, and it shall be sufficient for the acceptance of this agreement.