

**ANNEX**  
**UTOPPIA, INC.**  
**TERMS OF SERVICE – UTOPIA PLUS**

Effective as of January 1, 2024

Utoppia, Inc. and our affiliates or subsidiaries (collectively “Utoppia,” “we,” “us,” or “our”) operate a platform that provides its Users with an Account provided by Software Provider through Utoppia’s mobile phone application (the “Mobile App”), as set forth in Utoppia’s General Terms of Service (the “General Terms of Service”).

If you are reading these Utoppia Plus Terms of Service, that means you have created an Account using the Mobile App, you have subscribed to receive the Utoppia Plus Services (as defined herein) (“Utoppia Plus Subscription”) and are going to use the Mobile App and services under these Terms of Service to utilize the services provided under Utoppia Plus (the “Utoppia Plus Services”). By using Utoppia Plus Services through our Mobile App, you agree to these Utoppia Plus Terms of Service (the “Terms of Service”), our Privacy Policy, all applicable laws and regulations, and agree that you are responsible for compliance with any and all applicable local laws which you may be subject to with respect to the Utoppia Plus Services. To the extent that any term of service is not expressly set forth herein, Utoppia’s General Terms of Service shall control. We may update these Terms of Service and/or the Privacy Policy from time to time and it is your responsibility to check for updates. We will provide updates as required by law. By continuing to use our services after these updates, you agree to the revised terms. To the extent these Terms of Service conflict with Utoppia’s General Terms of Service, these Terms of Service shall prevail. Capitalized terms not expressly defined herein shall have the meaning set forth in Utoppia’s General Terms of Service.

If you do not agree to these Terms of Service, you must not use our Utoppia Plus Services or must immediately stop using our Utoppia Plus Services, as the case may be, and we or you may need to terminate your Account.

1. Description of Services: Once you have set up an Account using our Mobile App and have a Utoppia Plus Subscription, we will enable the Utoppia Plus Services for you to utilize as follows:
  - a. Investment Account Services: You will become eligible to open an Investment Account and use the Investment Account Services pursuant to the Annex – Utoppia, Inc. Terms of Service Investment Account – to the General Terms of Service. The investment account will only be possible after you pass the KYC process required by the Investment account provider. If the KYC process is not approved, you will not be able to continue to use de Utoppia Plus services and benefits, and you will no longer be charged. Same thing happens if the Investment account is closed.
  - b. Priority Customer Service: You will have priority access to our customer service to resolve any inquiries that you might have in relation to your services. This will minimize the time it takes to connect with a member of our team.

- c. Refund of Same Day ACH Transfer Fee: You will receive a refund to your Account of the \$2.00 Same Day ACH Transfer fee per transaction within five (5) business days after the charge to your Account has been debited.
2. Utoppia Plus Subscription Fee: We currently impose a monthly fee of \$4.99 for the Utoppia Plus Subscription (“Utoppia Plus Subscription Fee”). This Utoppia Plus Subscription Fee will be deducted from your Account on the last day of every month. Quiena may impose their own fees for any withdrawal by you of funds, and any proceeds thereof, from the Investment Account which will be included in the amounts reflected in the Mobile App. We reserve the right to change the fees associated with use of the Utoppia Plus Services at any time with reasonable notice and to charge for the fees either from the Account or the Investment Account, subject to the terms herein.
3. Eligibility: In addition to the eligibility requirements to open an Account as provided in Utoppia’s General Terms of Service, to utilize the Utoppia Plus Services, you must have a Utoppia Plus Subscription. Only Users with a Utoppia Plus Subscription are eligible to use the Utoppia Plus Services.
4. Termination:
  - a. As stated above, the Utoppia Plus Subscription Fee will be initially deducted from the Account. If the Account has an insufficient balance to pay for the Utoppia Plus Subscription Fee, we will attempt to debit the Utoppia Plus Subscription Fee every day for the next seven (7) days (“7-Day Period”) from the Account or the Investment Account. If after the 7-Day Period, the User has not paid the Utoppia Plus Subscription Fee, the User authorizes and gives us instructions for the following actions: (i) the User will cease to have access to the Utoppia Plus Services; (ii) any balances in the Investment Account will be transferred to the Account; (iii) if the User is entitled to interests in the Investment Account, once such interests are credited in the Investment Account, they will be transferred to the Account; and (iv) once the User has received all interests due, the Investment Account will be closed and all funds will be transferred to the Account (collectively, the “Termination Effect”).
  - b. If at any time the User notifies Utoppia of the User’s intent to terminate the Utoppia Plus Subscription, the Termination Effect will occur starting on the last day of the month when such notification was provided to Utoppia.
  - c. Utoppia may, in its sole discretion, discontinue providing the Utoppia Plus Services, or any part thereof, with or without notice.
  - d. Utoppia may also terminate, or close, deactivate, or block access to the Utoppia Plus Subscription at any time in its sole discretion. If Utoppia, in its sole discretion, terminates the Utoppia Plus Subscription, the Termination Effect will occur starting on the day when Utoppia terminated the Utoppia Plus Subscription.

- e. You will remain liable to Utoppia for all obligations incurred in through your use of the Utoppia Plus Services, or otherwise, whether arising before or after termination. These Terms of Service survive termination of the Utoppia Plus Services or your Account.

#### NOTICE OF BINDING ARBITRATION

ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION TITLED “BINDING ARBITRATION” IN THE GENERAL TERMS OF SERVICE.

### **UTOPPIA, INC. TERMS OF SERVICE – INVESTMENT ACCOUNT**

Effective as of January \_\_, 2024

Utoppia, Inc. and our affiliates or subsidiaries (collectively “Utoppia,” “we,” “us,” or “our”) operate a platform that provides its Users with an Account provided by Software Provider through Utoppia’s mobile phone application (the “Mobile App”), as set forth in Utoppia’s General Terms of Service (the “General Terms of Service”).

If you are reading these Investment Account Terms of Service, that means you have created an account using the Mobile App and are going to use the Mobile App and services under these Terms of Service to utilize the investment account services (the “Investment Account Services”) as a part of the Utoppia Plus services provided by us. By using Utoppia’s Investment Account Services through our Mobile App, you agree to these Investment Account Terms of Service of Utoppia (the “Terms of Service”), our Privacy Policy, all applicable laws and regulations, and agree that you are responsible for compliance with any and all applicable local laws which you may be subject to with respect to the Investment Account Services. To the extent that any term of service is not expressly set forth herein, Utoppia’s General Terms of Service shall control. We may update these Terms of Service and/or the Privacy Policy from time to time and it is your responsibility to check for updates. We will provide updates as required by law. By continuing to use our services after these updates, you agree to the revised terms. To the extent these Terms of Service conflict with Utoppia’s General Terms of Service, these Terms of Service shall prevail. Capitalized terms not expressly defined herein shall have the meaning set forth in Utoppia’s General Terms of Service.

If you do not agree to these Terms of Service or the Utoppia Plus terms of services, or you are not willing to pay for the Utoppia Plus services, you must not use our Investment Account Services or must immediately stop using our Investment Account Services, as the case may be, and we or you may need to terminate your Account.

To provide the Investment Account Services, we partner with Quiena Wealth Management Inc., a corporation organized under the laws of the State of Delaware (“Quiena”), which is duly licensed by the

United States Securities and Exchange Commission (“SEC”) as a Registered Investment Advisor (“RIA”). Quiena, as an RIA, offers discretionary administration of an investment account (the “Investment Account”) held in custody at DriveWealth, LLC, a New Jersey limited liability company, registered with the SEC as a custodian of investment accounts and which has the registration number 8-69161 (“DriveWealth”). In our partnership with Quiena, we integrated the services offered by Quiena into our Mobile App to allow you and others who are enrolled with the Mobile App (each, a “User”) to have access to (a) the ability for Users to transfer funds from their Account, through Quiena, to the Investment Account at DriveWealth, where such funds will be automatically swept by DriveWealth into one or more interest-bearing deposit accounts held at one or more participating banks with DriveWealth in accordance with and subject to the terms of DriveWealth’s Terms of Service as set forth below; (b) the ability to receive periodic information as to the status of your investment in the Investment Account, as well as any applicable returns on your investment, within approximately fifteen (15) days after the end of each calendar month; and (c) the ability to send instructions through the Mobile App to Quiena to cash-out the funds you invested in the Investment Account, and any proceeds thereof, to a separate account in your name, provided by us via the Mobile App, and subject to any applicable fees, if any (collectively the “Quiena Services”). By using the Investment Account Services, you (i) agree to DriveWealth’s Terms of Service; (ii) agree to Quiena’s Term of Service; and (iii) agree to the terms of, and agree to be bound by, that certain Service Agreement entered into by and among Quiena, us, and you, each as may be amended from time to time. You may view DriveWealth’s website which includes its Terms of Service at <https://legal.drivewealth.com/cash-management-program-disclosure-statement-bank-sweep#:~:text=Introduction,should%20be%20invested%20longer%20term,> Quiena’s Terms of Service at <https://www.quiena.com/utoppia/terms-and-conditions>.

UTOPPIA IS ONLY AN INTERMEDIARY OF QUIENA WHEREBY QUIENA OFFERS THE QUIENA SERVICES AND UTOPIA INTEGRATES SUCH QUIENA SERVICES INTO THE MOBILE APP. AS SUCH, NEITHER UTOPIA OR ANY OF ITS AFFILIATES ARE RESPONSIBLE OR LIABLE FOR (I) THE ACCURACY OF THE INFORMATION RELATED TO THE QUIENA SERVICES; (II) THE FUNCTIONALITY OF THE QUIENA SERVICES; AND/OR (III) ANY DELAYS OR OTHER ACTS UNDER THE CONTROL OF QUIENA OR DRIVEWEALTH AS THEY RELATE TO THE QUIENA SERVICES.

1. Description of Services: Once you have set up an account using our Mobile App, as set forth in Utoppia’s General Terms of Service (the “Account”), we will enable the Investment Account Services for you to utilize as follows:
  - a. Investment Account Services: As noted above, Quiena Services will be integrated within our Mobile App. Through the Mobile App you may then initiate an instruction (“RIA Instruction”) authorizing us to move funds, through Quiena, from your Account into the Investment Account held in custody by DriveWealth. You understand and agree that when you initiate an RIA Instruction, processing will begin, and funds will leave your Account as early as the moment you initiate the RIA Instruction. However, the transfer of funds to Quiena for eventual investment into the Investment Account will be completed within 24-72 working hours. Once the funds are deposited in the Investment Account pursuant to the RIA Instruction, such funds will be automatically swept by DriveWealth

into one or more interest-bearing deposit accounts held at one or more participating banks with DriveWealth in accordance with and subject to the terms of DriveWealth's Terms of Service. Through the Mobile App you may also initiate an RIA Instruction to cash-out the funds you invested in the Investment Account, and any proceeds thereof, to a separate account in your name, which such account is provided by Utoppia according to the Utoppia TOS, subject to any applicable fees, if any. Timing for the completion of such cash-out transaction may vary and is dependent on the amount of time that Quiena to perform such instruction, approximately 24 to 72 working hours. Through the Mobile App, Quiena will endeavor to provide you with monthly information as to the status of your investment in the Investment Account, as well as any applicable returns on your investment, within approximately fifteen (15) days after the end of each calendar month. We shall incur no liability if we, through Quiena and DriveWealth, are unable to complete a transaction because of inaccurate or insufficient RIA Instructions, or because either you do not provide us with any information that we request, or we are unable to verify your identity to our satisfaction. We may deduct amounts owed to us, in whole or in part, from your Account and to the extent you owe us funds we may suspend your ability to use the Investment Account Services until we are made whole.

- b. **Service Fees:** We currently do not impose fees on Users for sending funds via an RIA Instruction to the Investment Account. Quiena and/or DriveWealth may impose their own fees for any withdrawal by you of funds, and any proceeds thereof, from the Investment Account which will be included in the amounts reflected in the Mobile App. We reserve the right to charge for or change the fees associated with use of the Investment Account Services at any time with reasonable notice, subject to the terms herein.
2. **Eligibility:** In addition to the eligibility requirements to open an Account as provided in Utoppia's General Terms of Service, to utilize the Investment Account Services, you must:
  - a. have an Account in US dollars opened and fully functioning with no restrictions at Utoppia, also have subscribed and accepted the Utoppia Plus Terms of Services; and also: and provide us with your valid mobile number that you intend to use for an extended period of time (i.e., no "burner" numbers), and we will ask you to provide your mailing address. You may not enroll in the Investment Account Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. At any time while you are enrolled, we may contact you and/or take other steps to confirm that the mobile phone number that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number, then you understand that we may cancel your enrollment and you will not be able to send money with the Investment Account Service. You further agree and warrant that you must immediately notify us if any mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you. Moreover, to cash-out any of your funds, and any proceeds thereof, from the Investment Account, you must have an Account in US dollars opened and fully functioning with no restrictions at Utoppia. No cash out from the investment account will be allowed to any other account not provided by Utoppia; and

- b. and agree to the Utoppia Plus Terms of Service (found at: [www.utoppia.com](http://www.utoppia.com)) and be (and remain) subscribed to the Utoppia Plus Services (as such term is defined in the aforementioned Utoppia Plus Terms of Service).

3. Text and WhatsApp Messages and Other Communications:

- a. By providing us with a mobile number, either when you sign up for an Account or update the contact information associated with your Account, you consent to receiving text (SMS) or WhatsApp messages (indistinctly), push notifications and / or emails from us. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Investment Account Services. All communications may be generated by automatic systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

4. Standard of Care, Limitation of Liability, Indemnity. Utoppia's liability for losses you or any third-party may incur under any circumstance, in connection with your Account or the Investment Account Services set forth herein is limited only to actual damages proved that are proximately caused by Utoppia's gross negligence or willful misconduct. You agree to waive your rights to a jury and to punitive and exemplary damages and further agree to be subject to all parts of the arbitration provision in the General Terms of Service, as well as the Limitation of Liability provisions in the General Terms of Service. You further acknowledge and agree by using the Investment Account Services that:

- a. Utoppia will have no liability by reason of delays or interruptions of the services provide herein or transmissions, or failures of performance of their respective systems, regardless of cause, including those caused by governmental or regulatory action, or those caused by software or hardware malfunctions.
- b. Utoppia will have no liability for acting on instructions from you accepted or interpreted by Utoppia in good faith according to the terms of these Terms of Service, declining to act on instructions whose authenticity or accuracy cannot be verified to Utoppia's satisfaction, or not acting on instructions not actually received.
- c. Utoppia shall have no liability for taking action on instructions from User accepted or interpreted by Utoppia in good faith according to the terms of these Terms of Service, declining to take action on instructions whose authenticity or accuracy cannot be verified to Utoppia's satisfaction, or not acting on instructions not actually received.
- d. Except as required by applicable law, Utoppia will have no liability to you if we are unable to complete a transaction, through Quiena and DriveWealth, for any reason beyond Utoppia's control, including but not limited to, you not having sufficient funds in your Account or our system is not working properly.

- e. Except as otherwise expressly provided in these Terms of Service or as otherwise required by applicable law, Utoppia, any of its affiliates, and the parties with whom Utoppia and any affiliates contract in order to offer your Account and related Investment Account Services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Account and related Investment Account Services, or these Terms of Service.
- f. Utoppia is not responsible for any delays or errors in the provision of the Investment Account Services set forth herein, if such delays or errors are caused by you, any third-party, your internet connection or internet or telephone service provider.
- g. Utoppia is an intermediary which integrates the Quiena Services into the Mobile App and as such neither Utoppia or any of its Affiliates are responsible for, or liable for, (i) the accuracy of the information related to the Quiena Services or the Investment Account which is being supplied by Quiena on the Mobile App; (ii) the functionality of Quiena, DriveWealth, or the relationships and transactions related thereto; or (iii) any delays or other acts under the control of Quiena upon receipt of the RIA Instruction.

BY USING THE INVESTMENT ACCOUNT SERVICES YOU ACKNOWLEDGE AND AGREE THAT INVESTING IN THE PRODUCTS OFFERED BY QUIENA INVOLVES A HIGH DEGREE OF RISK AND ARE SUBJECT TO MARKET FLUCTUATIONS. NO RETURN ON YOUR INVESTMENT IS GUARANTEED BY US, QUIENA, DRIVEWEALTH OR ANY OTHER PARTY. YOU SHOULD NOT INVEST IN THE PRODUCTS OFFERED BY QUIENA UNLESS YOU ARE IN A POSITION TO LOSE THE ENTIRE AMOUNT OF YOUR INVESTMENT.

5. No Warranty of Availability or Uninterrupted Use: From time to time, the Investment Account Services may be inoperative. When this happens, you may be unable to access or use the Quiena Services. Please notify Utoppia if you have any problems using the Account, the Mobile App, or the Investment Account Services. You agree that Utoppia will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Utoppia be liable for extended interruptions due to failures beyond Utoppia's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

#### 6. User's Responsibilities:

- a. Our Relationship with You. You understand that Utoppia serves solely as a liaison with Quiena to power the Quiena Services as set forth herein, and Utoppia owes no fiduciary duty to you. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS AND SERVICES OFFERED BY UTOPIA ARE NOT ENDORSED OR WARRANTED, WHETHER EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN AND IN THE GENERAL TERMS OF SERVICE. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT AS MORE SPECIFICALLY SET FORTH IN

THE GENERAL TERMS OF SERVICE. You understand that Quiena, DriveWealth, and Utoppia are not legal partners, affiliates or joint venturers with each other. Nothing in these Terms of Service is intended to be read or understood as making Quiena, DriveWealth, and Utoppia, legal partners, affiliates or joint venturers or impose any liability as such on either of them.

- b. Taxes: It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Investment Account Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through the Mobile App.
- c. Indemnification. You shall indemnify and defend Utoppia and its officers, directors, employees, agents, and representatives (the "Affiliates" and collectively with Utoppia, the "Indemnified Parties"), and hold each of them harmless, against any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys' fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, "Losses") by or with respect to any matters pertaining to the Account and/or the Quiena Services, arising directly or indirectly from your breach of your obligations under the Terms of Service or those arising from the instructions or actions of you or of third parties whom you have permitted to direct, manage, view or otherwise act or omit to act in connection with your Account or the Quiena Services. If the Indemnified Parties are entitled to indemnification against a claim under these Terms of Service, they shall give you prompt notice of the claim and any further pleadings, communication or other information connected with it. You shall defend the Indemnified Parties, or pay for the cost of its defense, as they shall elect. The parties shall cooperate for the cost-effective defense of the claim, and us and our Affiliates shall not settle any claim for which indemnification is demanded without your consent.

7. Confidentiality and Sharing Your Information: We may disclose information to third parties about your Account or the transactions you make consistent with the Utoppia Privacy Policy, but you specifically agree to the following disclosures: (i) where it is necessary for completing transactions; and (ii) in order to verify the existence and condition of your Account to a third party.

Keep confidential any credentials you use to access your Mobile App and the services provided herein. You must keep your phone number, email address and other contact information current in your Mobile App Account profile. By using the Investment Account Services, you also acknowledge and agree (i) that we will share your personal information with Quiena for purposes of effectuating the Quiena Services; (ii) that Quiena may retain such information for such time as may be required by applicable law; and (iii) that Quiena may share all or a portion of your personal information with DriveWealth as may be required to effectuate the Quiena Services.

8. Termination.

- a. Utoppia may, in its sole discretion, discontinue providing the Investment Account Services, or any part thereof, with or without notice.



- b. Utoppia may also terminate, or close, deactivate, or block access to the Investment Account Services at any time in its sole discretion. You will remain liable to Utoppia for all obligations incurred in through your use of the Investment Account Services, or otherwise, whether arising before or after termination. These Terms of Service survive termination of the Investment Account Services or your Account.
- c. If the Account has an insufficient balance to pay for the Utoppia Plus Subscription Fee (as such term is defined in the Utoppia Plus Terms of Service), and such Fee is not paid during the time period set forth in the Utoppia Plus Terms of Service, any balances, and interests thereon, in the Investment Account may be transferred to your Account and thereafter the Investment Account may be closed (the “Termination Effect”).
- d. If at any time the User notifies Utoppia of the User’s intent to terminate the Utoppia Plus Subscription, the Termination Effect will occur starting on the last day of the month when such notification was provided to Utoppia.
- e. Utoppia may also terminate, or close, deactivate, or block access to the Utoppia Plus Subscription (as such term is defined in the Utoppia Plus Terms of Service) at any time in its sole discretion. If Utoppia, in its sole discretion, terminates the Utoppia Plus Subscription, the Termination Effect will occur starting on the day when Utoppia terminated the Utoppia Plus Subscription.

#### NOTICE OF BINDING ARBITRATION

ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THE TERMS OF SERVICE SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION TITLED “BINDING ARBITRATION” IN THE GENERAL TERMS OF SERVICE.