

[_____]
(as the ***Investor***)

And

CREDICORP CAPITAL ADVISORS, LLC
(as the ***Investment Manager***)

INVESTMENT MANAGEMENT AGREEMENT

Credicorp Capital Invest

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THIS INVESTMENT MANAGEMENT AGREEMENT **(THE "AGREEMENT") IS MADE ON _____, 20___ [THE "EFFECTIVE DATE"] BETWEEN:**

1 [●], identified with national ID number [●], whose address is at [●], (the "**Investor**"); and

2 **Credicorp Capital Advisors, LLC,** a limited liability company formed in Florida whose registered office is at 801 Brickell Avenue Suite 1006, Miami, Florida 33131 (the "**Investment Manager**"). Investment Manager is registered as an investment adviser with the State of Florida and obligated to comply with all applicable laws and regulations including those of the Investment Advisers Act of 1940, as amended (the "Advisers Act").

The Investor together with the Investment Manager, the "Parties" and each, a "Party"

RECITALS

A. The Investor seeks an institution to provide investment advice, investment management and carrying out investment transactions among other services as stated herein.

B. The Investor wishes to enter into the Agreement with Investment Manager for the purpose of engaging the Investment Manager to manage, invest and reinvest the assets placed by Investor under Investment Manager's supervision (the "**Portfolio**") on a discretionary basis.

C. The Investment Manager, in providing the services agreed upon with the Investor has retained or will retain BCP Global ("Sub-Adviser" or "BCP Global"), an investment adviser registered under applicable securities laws, as a sub-adviser to manage all assets in the Investor's Account invested via the BCP Global online advisory platform ("Credicorp Capital Invest"). The online advisory program is offered as a white-label platform (website and mobile application) developed and maintained by BCP Global (the "Platform").

D. The Investment Manager is willing to perform such services under the terms and conditions of this Agreement.

E. Therefore, the Investor hereby appoints the Investment Manager as discretionary investment manager with respect to the Portfolio, in consideration of the mutual covenants contained herein, and the Investment Manager hereby accepts such appointment.

AGREEMENT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings:

Affiliate means, with respect to any person, (i) any other person directly or indirectly controlled by, or that exercises control over, or that is under common control with such first person and (ii) any director or officer of such first person or o any other person referred to in (i) above. For the purpose of this definition, control of any person means ownership of more than 25% of the voting stock of such person,

if a corporation, and ownership of 25% of the equity or beneficial interest in any other person. The general partner of any person which is a partnership will be deemed to control such person.

BCP Global means BCP Advisors LLC, a Florida limited liability company, ("BCP Global") a registered investment advisor ("RIA") with the Securities and Exchange Commission ("SEC") that offers investment advisory services (through a third-party unaffiliated broker-dealer) solely as an Internet adviser relying on Rule 203A-2(e) under the Investment Advisers Act of 1940 (the "Advisers Act"), and per Rule 203A-2(e) and under the Advisers Act, an "Internet Advisor,") is an adviser that "provides investment advice to all of its clients exclusively through an interactive website.

Custodian means, any entity engaged in the business of dealing with financial and monetary transactions that holds the Investments on behalf of the Investor, or any other person or entity acting as custodian or holder of a particular asset or group of assets, as the case may be.

Gross Negligence means, in relation to any person, a standard of care beyond ordinary negligence whereby that person's conduct is so reckless or wanting in care that it constitutes a conscious disregard or indifference to the life, safety, or rights of persons exposed to such conduct.

Investment as used herein shall be given its broadest possible meaning and shall include, but not be limited to: capital stock, shares of beneficial interest, partnership interests and similar financial instruments, interests in real estate (including REITs) and real estate related assets, bonds, notes, bills, debentures (whether subordinated, convertible, or otherwise), currencies, commodities, interest rate, currency, commodity, equity, and other derivative products, including, without limitation: (i) forwards and futures contracts (and options thereon) relating to stock indices, currencies, United States Government securities and securities of non-U.S. governments, other financial instruments, and all other commodities; (ii) swaps, options, warrants, caps, collars, floors, and forward rate agreements; (iii) spot and forward currency transactions; and (iv) agreements relating to or securing such transactions, loans, accounts, and notes receivable and payable held by trade or other creditors, trade acceptances, contract and other claims, executory contracts, participations therein, mutual funds, money market funds, obligations of the United States or any state thereof, non-U.S. governments, and instrumentalities of any of them, commercial paper, certificates of deposit, bankers' acceptances, choses in action, trust receipts, and any other obligations and instruments or evidences of indebtedness of whatever kind or nature, in each case, of any person, corporation, government, or other entity whatsoever, whether or not publicly traded or readily marketable, or such other instruments identified by the Investment Manager.

Investment Objective means, the investment objective of the Portfolio, as stipulated by the Investor from time to time in www.credicorpcapitalinvest.com.

Investment Policy means, the investment policy found in www.credicorpcapitalinvest.com.

Investment Restrictions means, the investment restrictions applicable to the Portfolio, as described in the Investment Policy located at www.credicorpcapitalinvest.com, or as otherwise stipulated by the Investor from time to time, provided that for the purposes of this Agreement any amendment or change to such investment restrictions shall not be effective until the Investment Manager has been notified in writing of the amendment or change.

Delegate means any person, firm or company that the Investment Manager may appoint to carry out its duties under this Agreement.

Discretion means Investor authorizes the Investment Manager to exercise complete and total discretion in the investments held in any of the Portfolios without prior consultation with Investor and subject to the investment objectives and restrictions set forth in this Agreement. In this connection, Investor authorizes Investment Manager, as agent to buy, sell and trade assets in any of the Portfolios, in accordance with the terms and conditions of this Agreement.

Portfolio means all Investments placed under the management of the Investment Manager under this Agreement,

1.2 For the purpose of this Agreement, except to the extent that the context otherwise requires:

(a) any reference to a Recital, Section or Schedule is to the relevant Recital, Section or Schedule of or to this Agreement;

(b) the headings in this Agreement are intended solely for convenience of reference. They shall be given no effect in the construction or interpretation of this Agreement;

(c) definitions contained in this Agreement are applicable to the singular as well as the plural form of such terms;

(d) if the context requires, use of any gender also refer to any other gender;

(e) reference to any Party are also to its permitted successors or assigns;

(f) whenever the word “include”, “includes” or "including", (or similar terms) are used in this Agreement, they are deemed to be followed by the words “without limitations”; and

1.3 references to any document or agreement are to be construed as references to such document or agreement as is in force for the time being and as amended, varied, supplemented, substituted, assigned or novated from time to time.

2 SUB-ADVISORY SERVICES

2.1 Investor retains Investment Manager to manage a securities account(s) established and owned by Investor with Custodian. Investment Manager, in providing the services agreed upon with the Investor, will retain BCP Advisors LLC d/b/a BCP Global (the “Sub-Adviser”), an investment adviser registered under applicable securities laws, as a sub-adviser to manage all assets invested via the online advisory program and for overall use of BCP Global’s online advisory platform and proprietary portfolio algorithms. The online advisory program is offered as a white-label platform (website and mobile application) developed and maintained by BCP Global.

2.2 In order to access the Platform, Investor agrees to establish a brokerage/custody arrangement with a Custodian. Notwithstanding the foregoing, Investor further acknowledges and agrees that Investment Manager reserves the right to remove the appointed custodian and appoint a new custodian for purposes of this Agreement.

2.3 Investor further understands that Investment Manager, the Custodian, and Sub-Adviser are separate and unaffiliated entities. Investment Manager and Sub-Adviser have established a relationship in order

to render online advisory services to clients via specified platform and related pricing in conjunction with the custodian custody/brokerage services. There are separate agreements that contain all terms and conditions regarding overall services, fees and relationship of parties.

2.4 Investment Manager will be responsible for the continuing supervision of the Investor's account, and the actions of the Sub-Adviser in connection with the Investor's account and the managed assets. All transactions will be executed through the Custodian. Deposits and withdrawals of cash and/or securities will be made by the Investor with the Custodian. Investor grants Investment Manager and/or Sub-Adviser with full discretion to all investment decisions regarding the Account, and to exercise, in Investment Manager's and/or Sub-Adviser's discretion, all rights, powers, privileges and other incidents of ownership, with respect to Securities in that Account. The Sub-Adviser will issue trading instructions to Custodian to cause such Account to purchase and sell securities pursuant to the asset allocation of the Portfolio recommended by Sub-Adviser based on the financial information and other information provided by Investor through an online questionnaire. In providing all services hereunder, the Platform will rely on the financial information and other information provided by Investor without any duty or obligation to investigate the accuracy or completeness of the information.

2.5 Investor hereby agrees and acknowledges that initially there are three (3) different unaffiliated entities that provide the services that comprise the Platform, which include Investment Manager, Sub-Adviser, and the Custodian. Investor hereby further agrees and acknowledges that Investment Manager, Sub-Adviser and Custodian have separate agreements which designate/allocate separate rights, services and obligations between Investor and the applicable entity. Investor further acknowledges that Investment Manager is not responsible for the obligations of Custodian and that the Custodian is not responsible for the obligations of Investment Manager. Investor acknowledges that Investment Manager, Sub-Adviser, and the Custodian subject to applicable laws and regulations, engage various third-party vendors or other contractors to assist such entities in various aspects of their business operations.

3 THE PORTFOLIO

3.1 The Portfolio shall consist of such Investments that the Investor places under the management of the Investment Manager in accordance with the terms of this Agreement, as indicated in www.credicorpcapitalinvest.com as well as profits, interest and/or distributions on the Investments or other assets, transfers, deposits and credit balances therein, which shall become part of the Portfolio as a result of transactions therein.

3.2 The Investor authorizes that all or a portion of the Portfolio may consist of cash.

3.3 The initial size and scope of the Portfolio shall be notified by the Investor to the Investment Manager by the Platform. The Portfolio may be held in the custody of several Custodians as selected by the Investor, from the options provided by the Investment Manager. The Investment Manager shall have no responsibility or liability with respect to the acts, omissions or other conduct of custodians.

3.4 The Investor may make withdrawals of cash from the Portfolio through the Platform, provided that the amount of cash or cash equivalents held in the Portfolio is sufficient to permit the requested withdrawal.

3.5 Investment Portfolios are generally pre-set and established by the Adviser, and by choosing one in which to invest, Investor cannot impose restrictions, modify investments, or customize aspects of such profile. The Investor may choose another portfolio to invest in, considering financial profile and

investment objectives. The investor understands that choosing another portfolio may be outside the parameters based on their risk profiles and this change could result in more or less risk.

3.6 Unless Investment Manager, in its sole discretion, agrees otherwise, Investor's managed assets shall have a minimum asset value (as valued by Investment Manager) assets equivalent to the estimated Investment Management fees for each year.

4 APPOINTMENT OF INVESTMENT MANAGER

4.1 The Investor hereby appoints the Investment Manager, his agent or attorney-in-fact to manage the Investor's Portfolio on a discretionary basis, as of the date first set forth above and pursuant to the terms and conditions set forth herein. Pursuant to its appointment as Investment Manager, Investment Manager hereby agrees to continually perform, execute and monitor the investment and reinvestment of the Investor's Portfolio to this Agreement together with all additions, substitutions and alterations occurring during the term of this Agreement in a discretionary manner. The Investment Manager's authority will be for the sole purpose of implementing investment decisions for the Portfolio, in each case subject to the limitation of the Investment Manager's discretion described in the Investment Policy located at www.credicorpcapitalinvest.com. The Investor shall promptly notify the Manager in writing of any changes in the Investor's investment objectives, investment restrictions, and or financial situation. The appointment of the Investment Manager shall be effective from the Effective Date.

4.2 Unless otherwise specifically and expressly indicated in this Agreement, Investor acknowledges and understands that the service to be provided by the Investment Manager under this Agreement is limited to the management of the Portfolio and does not include financial planning or any other related or unrelated services. To the extent that the Investor desires any services outside the scope of this Agreement, the specific nature of the services required shall be set forth in a separate written agreement for which services the Investment Manager shall be paid a separate and additional fee.

5 DUTIES AND POWERS OF THE INVESTMENT MANAGER

5.1 The Investment Manager, subject to the Investment Policy found on www.credicorpcapitalinvest.com , Section 5 herein and subject to any other investment limits, restrictions and guidelines which may be communicated to the Investment Manager by Investor from time to time, shall have full discretion and authority, without obtaining Investor's prior approval nor giving prior notice to Investor, to manage the investment and reinvestment of the Portfolio and shall use its best efforts to increase the value of the Portfolio by causing it to be invested and reinvested in such a manner as the Investment Manager considers appropriate.

5.2 Without limiting the generality of the foregoing, Investor further agrees that the Investment Manager may take the following actions with respect to the Portfolio:

(i) to make all decisions relating to the manner, method and timing of investment transactions, and to select, subject to the terms herein, brokers, dealers and financial institutions for the execution, clearance and settlement of any transactions;

(ii) to engage and terminate the services of persons to assist the Investment Manager in providing, or to provide under the Investment Manager's control and supervision, advice, planning, management and monitoring to the Portfolio; and

(iii) to execute, in the name and on behalf of Investor, all such documents and to take all such other actions which the Investment Manager considers necessary or advisable in accordance with carrying out its duties hereunder.

5.3 In furtherance of the foregoing, Investor hereby designates and appoints the Investment Manager as its and attorney-in-fact, with full power and authority and without further approval of Investor (except as may be required by law) for the purposes of accomplishing on behalf of Investor any of the foregoing matters or any matters which are properly the subject matter of this Agreement.

5.4 Nothing in this Agreement shall be deemed to impose upon the Investment Manager any obligation to purchase or sell for the Portfolio any Investment, security or property which the Investment Manager, its directors, officers, partners, employees, service contractors, independent Investment Managers, independent managers, Affiliates or agents may purchase or sell for its or their own accounts or for the account of any other Investor or affiliate.

5.5 Notwithstanding anything to the contrary in this Agreement, the Custodian shall never have the authority to transfer Investments out of the Portfolio, withdraw cash or funds from the Portfolio without prior authorization from the Subadviser, on a per transaction basis, as needed and requested by the Adviser or otherwise affect the Portfolio in a manner inconsistent with Custodian's duties and powers described herein.

6 INVESTMENT OBJECTIVES

6.1 The Investor hereby represents and acknowledges that it agrees to the limitations for its Portfolio as outlined in the Investment Policy set forth in www.credicorpcapitalinvest.com and to such end wishes to follow the investment strategy of the investment Manager.

6.2 Investor shall promptly notify the Investment Manager through the Platform of any changes or modifications of the investment objectives of the Portfolio as set out in the "Investment Policy" located at www.credicorpcapitalinvest.com, as well as any specific investment restrictions applicable thereto. The Investor shall promptly notify the Investment Manager through the Platform if it is deemed that any investment made for the Portfolio appears to be in violation of such objectives or restrictions. Unless the Investor notifies the Investment Manager through the Platform of specific restrictions, the investments made on behalf of the Portfolio shall be deemed not to be restricted by virtue of the terms of any other contract or instrument purporting to bind Investor or the Investment Manager.

6.3 Periodically, the Investment Manager shall provide the Investor with portfolio evaluations.

6.4 The Investor shall provide or cause to be provided, to the Investment Manager, all information, reports, statements of account, online consultation access, as well as any other information source pertaining to the assets conforming the Portfolio, particularly in respect of assets held in by the Custodians that the Investment Manager requests and deems necessary in order to perform its duties under this Agreement. Failure by the Investor to provide such facilities in a timely manner could seriously affect the performance of the duties of the Investment Manager under this Agreement, and Investor shall solely bear the consequences of such omission.

6.5 The Investor expressly acknowledges that the Manager has not promised or guaranteed any particular return on the Investor's investment portfolio.

7 COMPLIANCE WITH INVESTMENT RESTRICTIONS

7.1 The Investor agrees that the Investment Restrictions shall not be deemed to have been breached if they are exceeded as a result of any appreciation or depreciation in value, changes in exchange rates or by reason of the receipt of any right, bonus or benefit in the nature of capital or of any scheme or arrangement for amalgamation, reconstruction or exchange or by reason of any other action affecting the Portfolio. The Investment Manager agrees that if any Investment Restrictions are exceeded as a result of such market forces or movements or otherwise, the Investment Manager shall:

(a) notify the Investor as soon as practicable; and

(b) not acquire or dispose of, as the case may be, any further Investments for the account of the Investor which at the date of such acquisition or disposal would result in any restrictions being further exceeded, provided that the Investment Manager shall always be entitled to acquire or dispose of Investments for the Portfolio of the Investor with a view to remedying any such excess.

7.2 In the event that any of the Investment Restrictions are breached under the circumstances indicated in this Section 7, the Investment Manager will take such steps as it considers appropriate to rectify the breach, taking due account of the interests of the Investor, but shall not be under any further liability in respect of the breach.

8 AUTHORITY TO GIVE INSTRUCTIONS AND REQUEST INFORMATION

8.1 The Investment Manager or the sub-adviser is authorised to give brokers, dealers, banks, financial institutions or counterparties (the "Custodians"), any instructions on behalf of the Investor which may be deemed necessary or desirable for the proper performance by the Investment Manager of its duties under this Agreement and the Investor agrees to confirm such authority to such parties on request.

8.2 The Investment Manager is authorized to request information from any Custodians that hold or have under their custody any part of the Portfolio as specified in Section 3 of this Agreement. The Investor shall provide or cause to be provided, to the Investment Manager, all information, reports, statements of account, online consultation access, as well as any other information source pertaining to the assets conforming the Portfolio, that the Investment Manager requests and deems necessary in order to perform its duties under this Agreement. Failure by the Investor to provide such facilities in a timely manner could seriously affect the performance of the duties of the Investment Manager under this Agreement, and Investor shall solely bear the risk and consequences.

8.3 The Investor shall coordinate, facilitate and cause the appointment of representatives of the Investment Manager as authorized signatories with sufficient power to perform its duties under this Agreement, before any Custodian where Investments that integrate the Portfolio are held.

9 DELEGATION

9.1 The Investment Manager may delegate any of its functions, powers and duties under this Agreement to any person and/or institution and, in connection with such delegation, may provide information about the Investor to any such person and/or institution. The Investment Manager shall remain liable only for the negligent acts or omissions of any person to whom it has delegated any of its functions, powers and duties. Except to the extent otherwise agreed with the Investor the Investment Manager shall be

responsible for the costs associated with any such delegation including any fees and expenses of the delegate.

9.2 The Investment Manager may engage agents to perform, or advise in relation to the performance of, any of the services required to be performed or provided by it under this Agreement. The Investment Manager may provide information about the Investor to any such agent in connection with such engagement. The Investment Manager shall not be liable for any acts or omissions of any such agent.

10 VOTING OF PROXIES AND OTHER LEGAL NOTICES.

10.1 The Investment Manager will not take any action on behalf of the Investor with respect to securities or any other rights with respect to the of Investments that comprise the Portfolio, or the issuer's thereof, which become the subject of any legal proceedings, including bankruptcies. The Investor retains the right and obligation to take any action relating to the securities held in the Portfolio. Furthermore, except to the extent otherwise required by law, the Investment Manager will not take any action or render any advice with respect to the voting of proxies solicited by, or with respect to, the issuers of any securities held in the Portfolio. The Investor hereby expressly retains the right and obligation to vote proxies relating to the securities held in the Portfolio; provided, however, that the Investor may delegate said rights and obligations to a properly authorized agent.

11 REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

11.1 The Investor represents, warrants and covenants to the Investment Manager that:

(a) The retention of the Investment Manager by Investor as Investment Manager with respect to the investment of all assets held in the Portfolio is duly authorized by its governing documents (where applicable).

(b) The terms of this Agreement do not violate or conflict with any obligation by which Investor is bound, whether arising by contract, operation of law or otherwise.

(c) This Agreement has been duly authorized by appropriate action and when executed and delivered will be a legal, valid and binding Agreement of Investor, enforceable in accordance with its terms, and Investor will deliver to the Investment Manager such evidence of such authority as the Investment Manager may reasonably require, whether by way of a certified resolution or otherwise.

(d) The Investor agrees to maintain the confidentiality of all investment strategy and related information provided to Investor by the Investment Manager.

(e) The representations and warranties herein shall be continuing during the term of this Agreement, and if at any time during the term of this Agreement any event has occurred which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, Investor will promptly notify the Investment Manager of such event and the parties related thereto.

(f) The Investor shall hold the Investment Manager and its Affiliates harmless from, and shall indemnify the Investment Manager, Sub-Adviser and their respective Affiliates against, any and all liability, loss, cost, expense or damage (including attorney fees and disbursements) which the Investment Manager, Sub-Adviser or their respective Affiliates may incur if and to the extent that such liability, loss, expense,

cost or damage was caused by the inaccuracy or breach by Investor of any representations, warranties and Agreements set forth in Section 11.1 hereof and of any representations, warranties and Agreements made by the Investment Manager, Sub-Advisor or their respective Affiliates, and Investment Manager on behalf of Investor in connection with the purchase of securities as provided herein consistent with such representations.

(g) It is duly authorized to negotiate the terms of this Agreement with the Investment Manager and enter into this Agreement and that this Agreement shall be binding according to its terms.

(h) That (except as may be notified to the Investment Manager in writing) the Portfolio is free from all liens and charges, and that no liens or charges will arise from the Investor's entry into this Agreement.

(i) Investor will provide Investment Manager and the Sub-Adviser with complete and accurate information about Investor's identity, background, net worth, investing timeframe, other risk considerations, any Securities from which Investor may be or become legally restricted from buying or selling, as requested, and other investment accounts, as requested, in the online questionnaire and will promptly update that information as Investor's circumstances change.

(j) That any information which the Investor has provided to the Investment Manager and Sub-Adviser in relation to the Investor's status, residence and domicile for taxation purposes is complete and correct and agrees to provide any further information properly required by any competent authority.

(k) The Investor acknowledges that Investor's country(ies) of residence may have requirements for and place obligations on Investor with respect to (i) opening and maintaining accounts and with respect to obtaining financial products or services outside Investor's country of residence or domicile, including certain asset transfer, transaction reporting and filing requirements; (ii) the filing of tax information and payment of taxes (including without limitation withholdings, levies, imposts, duties, deductions, charges, stamp or documentary taxes, excise or property taxes); and (iii) other foreign exchange or capital controls. Investor acknowledges that neither Investment Manager nor Sub-Advisor are responsible for knowledge of or advising Investor on any such requirements. Investor represents and warrants to adhere to and comply with all such requirements.

(l) Investor understands that the Investment Manager or Sub-Advisor are not licensed or authorized to provide financial services in the country(ies) of Investor's residence and that Investor may not have certain protections conferred by the laws and regulations of Investor's resident jurisdiction(s) with respect to Portfolio managed by Investment Manager.

(m) Investor represents and warrants that the Investor speaks and understands English including all the documents they receive from Investment Manager. El inversionista declara hablar y entender Inglés. Esto incluye todos los documentos que se reciben de su Asesor financiero.

(n) The Investor will comply with all applicable laws and regulations, including to the extent applicable, all relevant "Know Your Customer" and anti-money laundering requirements.

(o) Investor shall provide the Investment Manager with any information that the Investment Manager reasonably deems necessary or appropriate to ensure compliance with all applicable laws, including anti-money laundering and similar activities. The Investor further agrees to provide the Investment Manager with any information that the Investment Manager may reasonably request in connection with

any investments made by the Investor for the Portfolio (including, without limitation, information necessary to complete subscription documents relating to securities and other information regarding the Investor that may be required by counterparties from time to time). The Investor acknowledges that a failure to provide such information may not only adversely affect the quality of the services that the Investment Manager may provide but it also represents a cause for immediate termination of this Agreement pursuant to Section 19 hereof.

(p) Investor understands and agrees that (A) Investment Manager does not guarantee the performance of the Account, is not responsible to Investor for any investment losses, and the Account is not insured against loss of income or principal; (B) there are significant risks associated with investing in Securities, including, but not limited to, the risk that the Account could suffer substantial diminution in value, and this risk applies even when the Account is managed by an investment adviser; (C) the past performance of any benchmark, market index, ETF, UCITS or other Security does not indicate its future performance, and future transactions will be made in different Securities and different economic environments; and (D) Sub-Adviser cause the Account to invest in Securities in essentially the proportions set forth by the Portfolio (subject to the profile information received from Investor), and provide only the specific reviews and restrictions described in this Agreement, and will not otherwise review or control such Account. There are significant risks associated with any investment program.

(q) Investor understands and agrees that the Account will be managed solely by Sub-Adviser issuing trading instructions to Custodian to cause the Account to follow the asset allocation of the recommended Portfolio, based on the information Investor has provided via the online questionnaire. Investor further understands that if any of the information Investor provides is or becomes incomplete or inaccurate, the Account's activities may not achieve Investor's desired investment or tax strategy, the Account may purchase Securities from which Investor is restricted from purchasing at that time or the recommended Portfolio may be inappropriate for Investor. An Account's transactions may be executed by Custodian at approximately the same time as other client accounts managed by Sub-Adviser in accordance, and if the transactions are large in relation to the trading volume on that particular day, the price may be different than it would be for the execution of a smaller transaction.

(r) Investor understands and agrees that Investment Manager is not responsible to Investor for any failures, delays and/or interruptions in the timely or proper execution of trades or any other orders placed by Sub-Adviser on behalf of Investor due to any or all of the following, which are likely to happen from time to time: (A) any kind of interruption of the services provided by Custodian or Sub-Adviser's ability to communicate with Custodian; (B) hardware or software malfunction, failure or unavailability; (C) Custodian system outages; (D) internet service failure or unavailability; (E) the actions of any governmental, judicial or regulatory body; and/or (F) force majeure.

(s) Investor understands and agrees that an Account's composition and performance may be different for a variety of reasons from those of any initial Portfolio recommendation to a Investor. These differences can arise each time the Portfolio is adjusted or rebalanced, including, but not limited to, the following instances: (A) when the Account is established and the initial Securities positions are established; (B) when Investor contributes additional capital to such Account; (C) when Investor revises his/her Investment Profile and causes Sub-Adviser to recommend a new Portfolio or revise the existing Portfolio; (D) each time any fees associated with this Agreement, including, the management Fee, is charged and paid from such Account; and (E) any time Sub-Adviser adjusts its algorithm by which the composition of the Account is maintained as specified for the Portfolio. On any such adjustment, Sub-

Adviser may adjust the Portfolio in its discretion to approximate the composition specified in the Portfolio as closely as reasonably practicable based on the conditions at the time.

(t) Investor will promptly notify the Investment Manager through the Platform in the event it is aware that any of the foregoing representations, warranties, or agreements are no longer true or if there is any material change in any material information the Investor has provided pursuant to this Agreement.

(u) Investor understands and agrees that all transfers of funds into and out of Investor's account will only be initiated to and from the financial account in Investor's name, designated by the Investor at the outset of this relationship. Such account is considered to be first party or "same name", and no transfers of funds received from, or transferred to, any financial account in another name, will be allowed (considered to be third party, and thus not allowed).

(v) Investor is not a citizen of the United States of America and does not reside in the United States of America.

(w) Investor is not a Politically Exposed Person ("PEP"). As such Investor agrees and acknowledges that is not now, nor have ever been, a senior politician, senior government, judicial or military official, senior executive of state- owned corporations, important political party official. Specifically, as pursuant to Section 312 of the U.S. PATRIOT Act Client confirms that Client is not a current or former senior official in the executive, legislative, administrative, military, or judicial branches of a 'foreign' government, a senior official of a major political party, nor have Client ever been, a senior executive of a government owned commercial enterprise. Furthermore, Investors will immediately notify the Advisor if it becomes a PEP.

12 REPRESENTATIONS AND WARRANTIES OF THE INVESTMENT MANAGER

12.1 The Investment Manager represents, warrants and covenants to the Investor that:

(a) it is and at all times will be duly organised and validly existing and is qualified to do business under the laws of the jurisdictions in which the nature or conduct of its business requires such qualification and the failure to so qualify would materially adversely affect its ability to perform its duties under this Agreement.

(b) it has and at all times will have full power and authority under the laws of the jurisdiction of its establishment to conduct its business and to perform its obligations under this Agreement.

(c) this Agreement has been duly and validly authorised, executed and delivered by it and constitutes and will at all times constitute a valid and binding agreement and is enforceable in accordance with its terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally and to principles of equity.

12.2 Each of the Investor and the Investment Manager represents to the other that:

(a) the execution and delivery of this Agreement, the incurrence of the obligations set forth herein and the performance of its duties hereunder will not violate, nor constitute a breach of, or default under, its constitutive documents or any agreement or instrument by which it is bound or any

order, rule, law or regulation of any court, governmental body or administrative agency or panel or self-regulating organisation having jurisdiction over it; and

(b) there is not pending or, to the best of its knowledge, threatened, any action, suit or proceeding before or by any court or other governmental body to which it is a party, or to which any of its assets is subject, which might reasonably be expected to result in any material adverse change in its condition, financial or otherwise, and neither it nor any of its principals has received notice of any investigation, inquiry or dispute by any governmental body, administrative agency, self-regulating organisation or exchange regarding any of its activities.

13 FEES AND EXPENSES

13.1 As compensation for its services, the Investment Manager shall be entitled to a monthly management fee (the "**Management Fee**") as follows:

- For the first 300k up to 1.5% per year
- Then, from USD 300,001 to 1,000,000.00 up to 1.25% per year
- And then, from USD 1,000,001 and up, up to 1% per year

The Management fee shall be charged monthly in arrears, is a tiered fee structure based on the assets under management held in the account and computed based on the month-end asset value of the Investor's portfolio(s) as reflected on the custodial account statements of the Custodian.

For the avoidance of doubt the calculation of the fees will consider all Investments in the Portfolio placed under management by virtue of this Agreement.

13.2 The Investor authorizes the Custodian to debit all advisory fees, including the Management Fee, and all expenses related to this Agreement from any account it currently holds or is subsequently opened with Investment Manager, and to pay such fees to Sub-Adviser which, in turn, will share a portion of the fee collected to Investment Manager. In the event that Investor does not maintain sufficient funds on the account to cover the Investment Management, the Investor hereby agrees that an overdraft may be created over the account as a consequence of the debit of the Management Fee, and that interest shall be charged on the balance.

13.3 The Investor authorizes Adviser and/or Sub-Adviser to instruct the custodian to liquidate account assets in order to satisfy advisory fee charges, in the event that account balances are insufficient to satisfy payment of the advisory fee.

13.4 The Investment Manager and Sub-Adviser offers a Wrap Fee Program. Consequently, the Wrap Fee Program "bundles," or "wraps," the Management Fee together with brokerage fees, trading commissions, mark-ups and mark-downs and charges a single fee. Nonetheless, Investor agrees that Investor may incur certain additional charges imposed by other third parties, such as broker-dealers, custodians, trust companies, banks and other financial institutions. These additional fees include but are not limited to international transfer fees, fees attributable to alternative assets, reporting charges, fees charged by the independent managers, margin costs, charges imposed directly by a mutual fund or ETF, as disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges,

odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerages accounts and securities transactions and other miscellaneous costs (e.g., any stamp and other duties, taxes, governmental and fiscal charges; any disbursements or out-of-pocket expenses properly incurred on behalf of the Investor by the Investment Manager in rendering its services hereunder, expenses of and incidental to preparing, printing and posting or otherwise distributing any valuations, statements, reports and accounts of the Investor and prepared by or on behalf of the Investment Manager). Investment Manager encourages clients to review all fees charged to fully understand the total amount of fees they will pay.

13.5 The Investor also agrees that Investment Manager and/or its affiliates may retain as additional compensation any and all commissions, margin interest, rebates of broker commissions, and/or discounts provided to Investment Manager and/or its affiliates as financial intermediaries or otherwise, subject to any restrictions imposed under applicable law. Investment Manager will use reasonable efforts to answer any questions the Investor may have, and to provide any information the Investor may request, concerning the compensation of Investment Manager or the compensation of affiliates of Investment Manager involved in transactions for the Accounts.

13.6 Securities or investments in the Account will be valued in a manner determined in good faith by Investment Manager to reflect fair market value. Generally, securities in the Account will be valued using prices provided by the Custodian.

13.7 When services provided are for less than one (1) calendar month, the fee will be prorated and the Investor will pay any outstanding aggregate daily fees for the period from the day immediately following the last day of the last calendar month for which the Investor has paid, through the effective date of such withdrawal or termination, as of such effective date. Monthly advisory fees debits will appear on Investor's account statements. Advisory fees will be payable, first, from free credit balances, if any, in the account, and second, from the liquidation or withdrawal by instruction of the Sub-Adviser to the custodian of Investor's share of money market funds, or balances in any money market account. This Agreement shall serve as authorization for such liquidation or withdrawal. In the event, that such free credit balances or money market assets are insufficient to satisfy payment of these advisory fees, Investor agrees that Sub-Adviser may instruct the Custodian to liquidate the Account assets to satisfy the deficit. Investor expressly acknowledges that Sub-Adviser has the right to make these liquidations.

14 CUSTODIAL AND EXECUTION CLEARANCE SERVICES

14.1 Investor hereby directs that all securities purchase and sale orders for the Account to designated Custodian(s) (the "Designated Custodian", who shall execute and perform the clearance of same, and provide custodial account services to Investor. Services provided by the Designated Custodian to Investor include trading and custody of the securities and other assets for the benefit of the Investor Account, monthly or quarterly account statements, certain tax reporting, delivery of mutual fund or variable annuity prospectuses, proxy materials and other similar services. Custodial functions and account services include, among other things, crediting of interest and dividends on Account assets and crediting of principal on called or matured securities in the Account, together with other custodial functions, customarily performed with respect to securities accounts. However, the services of the Designated Custodian may vary according to their specific institutional policies.

Investor understands and acknowledges that by directing Investment Manager to use the Designated Custodian, Investment Manager may not be in a position to select broker-dealers on the basis of best execution, or commingle or "batch" orders for purposes of execution with orders for the same securities for other accounts managed by Investment Manager (other than for other accounts also cleared through Custodian). Investor understands that, by directing Investment Manager to use the Designated Custodian to execute transactions for the Account, certain transactions may result in less favorable net prices on the purchase and sale of securities than might be the case if the Investment Manager were to select broker-dealers solely on the basis of best execution.

Investor should carefully review all the terms and conditions of the agreement(s) Investor signs with the Designated Custodian, if any. All aspects of Investor's account with the Designated Custodian are governed by the terms and conditions described in Investor's applicable agreement with the Designated Custodian, and not by this Agreement. The Investment Manager shall have no responsibility or liability with respect to the acts, omissions or other conduct of custodians.

14.2 Notwithstanding the above, Investment Manager may propose to Investor to use different a Custodian Broker-Dealers (the "Proposed Custodian") than the Designated Custodian, including, but not limited to Credicorp Capital, LLC , an affiliate of the Investment Manager. The services to be provided by the Proposed Custodian should comprise those provided by the Designated Custodian. Investor shall freely decide whether to accept or not the proposal of the Proposed Custodian.

In the event that any transaction is executed through Credicorp Capital, LLC, or its affiliates acting as principal (i.e., selling a security to, or buying a security from, a client of Investment Manager for its own account but not on a riskless principal basis), it will be entered into only if the terms of each transaction is disclosed to the Investor in writing and the Investor's consents to such transaction. Transactions deemed to be "agency cross" transactions (transactions in which Credicorp Capital, LLC acts as broker for the other party or parties to a transaction and Investment Manager as adviser to the Investor) may be entered into by Investment Manager. Transactions deemed to be "cross" transactions (transactions in which Investment Manager acts as adviser for both parties to a transaction and cross a transaction between each account) may be entered into by Investment Manager provided that Investment Manager shall effect the trade at a price equal to the mid-point between the bid and asked price currently prevailing in the market. Transactions in which Credicorp Capital, LLC or its affiliates acts as riskless principal (i.e., selling a security to, or buying a security from, a client of Investment Manager with a contemporaneous offsetting purchase or sale on the other side of trade) will be entered into pursuant to Investment Manager's standard riskless principal procedures as in effect from time to time and as explained in Investment Manager s Form ADV Part 2A and Regulation BI disclosures, which has been provided to the Investor. The Investor or Investor's designated representative may consent or object to the completion of a riskless principal transaction by notifying the Investment Manager investment professional managing the Account orally, in writing or by email, by 3:00 p.m. on the business day (each week day that is not a public holiday in the U.S. and that the New York Stock Exchange is opened for trading) after receipt of notice from Investment Manager. If there has been no timely objection, the Investor will be deemed to have consented to the transaction.

15 LIMITATION OF LIABILITY AND INDEMNITY

15.1 The Investor agrees and acknowledges that the Investment Manager does not guarantee the success or performance of any investment recommendation or decision made by the Investment Manager under

this Agreement, the Investment Manager's investment strategies, or the success of the Investment Manager's management of the Portfolio. The Investor further acknowledges that the investment recommendations and decisions made by the Investment Manager are subject to market, currency, economic, political and business risks. In addition, the Investor acknowledges that past performance of investment strategies utilized by the Investment Manager is not indicative of future results.

15.2 Neither the Investment Manager, Sub-Advisor, nor any of their respective directors, officers, employees or shareholders (each an "Indemnified Person") shall be liable for any loss or damage arising directly or indirectly out of or in connection with the performance by the Investment Manager or Sub-Advisor, respectively, of its duties and obligations under this Agreement unless such loss or damage is due to the Gross Negligence, wilful default or fraud of the Investment Manager, Sub-Advisor, or the Indemnified Person. Without prejudice to the generality of Section 15.1 and subject to Section 15.5, neither the Investment Manager nor any Indemnified Person shall be liable:

(a) for any loss or damage arising out of or in connection with any act or omission of any person, firm or company through whom transactions in Investments are effected for the account of the Investor including any party having custody or possession of the Investment of the Investor from time to time, or of any clearance or settlement system; or

(b) for any special, indirect or consequential damages, or for lost profits or loss of business, arising out of or in connection with any action taken, or omitted to be taken, in the performance or non-performance by the Investment Manager of its duties and obligations, or the exercise of its powers, under this Agreement.

15.3 Subject to the terms hereof, Investor shall indemnify and keep indemnified the Investment Manager, acting for itself and as trustee for each Indemnified Person, from and against any and all liabilities, obligations, losses, damages, suits and expenses (each a "Loss") which may be incurred by or asserted against the Investment Manager or any Indemnified Person in connection with the performance of any duty or obligation under this Agreement.

15.4 The Investor shall, at the request of the Investment Manager, advance to any Indemnified Person reasonable legal fees, costs and expenses incurred by an Indemnified Person in defending any proceedings brought against such Indemnified Person in connection with this Agreement. The Investment Manager undertakes to reimburse the Investor, as the case may be, for such fees, costs and expenses to the extent that it is determined that the Indemnified Person is not entitled to indemnification under this Agreement.

15.5 Nothing in this agreement shall:

(a) exclude or restrict any duty or liability in respect of the Investor which the Investment Manager may have under applicable law; or

(b) require the Investor to indemnify any Indemnified Person for any Loss that is held by a court of competent jurisdiction to be due to the Gross Negligence, wilful default or fraud of the person seeking to rely on this indemnity.

15.6 The Investor acknowledges that purchasing Investments such as private equity funds, some types of hedge funds, closed-ended fund and derivatives, among other, may involve the holding of those

Investments on a long term basis, which may not be suitable for immediate conversion into cash or transferred to other investors or to another custodian. Investor acknowledges that investing in these types of instruments may exceed the term of the mandate given to the Investment Manager. Investor assumes all risk derived from allowing the Investment Manager to invest in such instruments.

16 ARBITRATION

16.1 All controversies between the Investor and the Investment Manager or its agents, representatives, or employees arising out of or concerning the Portfolio, any transactions between the Investor or the Investment Manager or for such Portfolios, or the construction, performance, or breach of this or any other agreement between the Investor and the Investment Manager, whether entered into prior to, on, or subsequent to the date of this Agreement, shall be determined by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Any arbitration proceeding between the Investor and the Investment Manager shall be held in Miami, Florida. The award of the arbitrator or a majority of the arbitrators shall be final. Judgment on the award rendered may be entered in any state or federal court having jurisdiction over the parties. In connection with the foregoing, the Investor acknowledges that: (a) arbitration is final and binding on the parties; (b) the parties are waiving their rights to seek remedies in court, including the right to jury trial; (c) pre-arbitration discovery is generally more limited than and different from discovery related to court proceedings**;** (d) the arbitrators' award is not required to include factual findings or legal reasoning; (e) any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited; and (f) the panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

17 CONFLICTS OF INTEREST

17.1 The Investment Manager from time to time seeks to buy and sell Investments on its own account. Nothing in this Agreement shall prevent the Investment Manager from contracting or entering into any arrangement with the Investor or any other financial, commercial, advisory or other transactions with any individual, firm, person or Investor, including investors in the Investor or any entity whose securities form any part of the Investments.

17.2 The services of the Investment Manager under this Agreement are not to be deemed exclusive. The Investor acknowledges that it is possible that the Investment Manager, in the course of their business, may have potential conflicts of interest with the Investor.

17.3 The Investment Manager shall be free to render similar services to other persons, firms or companies, so long as its services to the Investor are not impaired thereby, and to retain for its own use and benefit all fees or other monies payable thereby. The Investment Manager shall not be under any duty to disclose to the Investor any fact or matter which comes to the attention of the Investment Manager or any employee or agent of the Investment Manager in the course of the Investment Manager rendering similar services to others or in any business conducted by the Investment Manager or in any other capacity which is unrelated to the carrying out of its duties under this Agreement.

17.4 In the event of any actual or potential conflict of interest, the Investment Manager shall, at all times, have regard to its obligations in respect of the Investor and shall take reasonable steps to ensure that any such conflict is dealt with in a fair and equitable manner and disclosed accordingly.

17.5 The Investment Manager shall not deal with the Investor (whether as principal or as agent for a third party) unless such dealings are carried out as if effected on normal commercial terms negotiated at an arm's length basis.

17.6 For the avoidance of doubt, the Parties acknowledge that the services being supplied by the Investment Manager to the Investor under this Agreement or otherwise may, at the option of the Investment Manager, be supplied through designated delegates including but not limited to directors, officers, shareholders or employees who are so interested.

17.7 The Investor authorizes Investment Manager to: (i) utilize the services of Credicorp Capital, LLC or its affiliates to execute transactions for the Portfolios; and (ii) purchase securities for the Portfolios from affiliates of Investment Manager that own such securities. The Investor acknowledges that the involvement of affiliates of Investment Manager in transactions for the Portfolios creates a conflict of interest for Investment Manager. The Investor hereby consents to such conflicts of interest; however, the Investor reserves the right, by written notice to Investment Manager at any time, to revoke the authorization to execute orders through, or to purchase securities from, affiliates of Investment Manager. The Investor understands and acknowledges that Investment Manager and its affiliates from time to time will manage and advise certain investment funds ("Proprietary Funds") and receive compensation from the Proprietary Funds for their services; further information concerning these arrangements is available upon request. The Investor understands that Investment Manager from time-to-time recommends that the Investor purchase shares of a Proprietary Fund and waives any conflict of interest that may arise as a result of such a recommendation.

There are certain inherent and potential conflicts of interest between Investment Manager's management of the Portfolios and other activities of Investment Manager or the activities of entities or persons affiliated with Investment Manager which Investment Manager or its affiliates manage or in which they have an economic interest. In particular, some of these affiliates seek to acquire or dispose some or all of securities of a particular issuer in which the Investor invests. Accordingly, the Investor agrees that Investment Manager and its affiliates (including for purposes of this Section, officers, directors, principals, and employees and associated persons of Investment Manager and its affiliated entities) make investment decisions and execute transactions on behalf of clients other than the Investor or themselves which may differ from advice given or the timing or nature of action taken with respect to the Portfolios and the Investor. In addition, because some of Investment Manager's personnel are also officers, directors, employees of or, associated with such affiliates, Investment Manager and certain of their affiliates may have conflicts of interest in the allocation of management and staff time, services and functions between the Investor and other clients.

Other clients advised by Investment Manager have different investment objectives or considerations than the Investor. Thus, decisions as to purchases and sales on behalf of client are made separately and independently in light of the objectives and purposes of each client. In addition, Investment Manager does not devote its full time to the management of the investments of any single client and is only required to devote such time and attention to the investments of any single client as Investment Manager, in its sole discretion, deems necessary for the management of such investments.

There may also be a conflict of interest in the allocation of investment opportunities between the Portfolios and other persons or entities which Investment Manager advises, and nothing contained herein shall be construed to prohibit Investment Manager from rendering services to such other persons

or entities. Although Investment Manager will allocate investment opportunities in a manner that it believes to be in the best interests of all persons or entities involved and will in general allocate investment opportunities believed to be appropriate for the Investor and one or more of its other clients on an equitable basis, there can be no assurance that a particular investment opportunity which comes to the attention of Investment Manager will be allocated in any particular manner.

Investment Manager and its affiliates will from time-to-time perform a variety of services for, or solicit business from, a variety of companies, including issuers of securities that Investment Manager may recommend for purchase or sale by, or effect transactions for the accounts of, Investment Manager's clients. In connection with providing these services, Investment Manager and its affiliates may come into possession from time to time of material non-public and other confidential information that, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, Investment Manager and its affiliates may be prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any other person, regardless of whether such other person is a client of Investment Manager or Investment Manager's affiliates. Accordingly, should Investment Manager or its affiliates come into possession of material non-public or other confidential information with respect to any company, they may be prohibited from communicating such information to their clients, or from purchasing or selling securities issued by that company for client accounts, and Investment Manager and its affiliates will have no responsibility or liability for failing to disclose such information to their clients or to trade while in possession of such information as a result of following their policies and procedures designed to comply with applicable law.

Investment Manager will provide the Investor from time to time with additional information concerning particular conflicts of interest. Investment Manager will attempt to resolve any conflicts of interest by exercising the good faith required of fiduciaries, and Investment Manager believes that it will be able to resolve conflicts on an equitable basis.

Except as otherwise agreed in writing or as required by law, (i) Investment Manager will keep confidential all information concerning the Investor's financial affairs; and (ii) the Investor will keep confidential and for the Investor's exclusive use and benefit all investment advice furnished by Investment Manager, including, without limitation, a description or inventory of assets held by the Investor.

18 MARKET RULES

18.1 All transactions in Investments shall be subject to the rules and customs of the exchange or market and/or any clearing house through which the transactions are executed (if any), so far as they are applicable, and to any applicable laws and regulations. If there is any conflict between this agreement and any such rules and customs or applicable laws and regulations, the latter shall prevail.

19 TERMINATION

19.1 This appointment shall be effective from the Effective Date hereof and will continue in full force and effect unless and until terminated in accordance with the terms of this Section 19..

19.2 This Agreement may be terminated at any time by the Investment Manager or by Investor upon thirty (30) business days prior written notice to the Investment Manager or to Investor (the "Date of Termination").

19.3 Upon termination of this Agreement the Investment Manager shall, deliver or procure delivery to the Investor of all books, records, registers, correspondence and records of the Investor which are in its possession or under control of the Investment Manager.

19.4 Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

19.5 Upon termination of this Agreement in accordance with this Section 19:

(a) Investor shall have the exclusive responsibility to monitor the securities in the Portfolio;

(b) Investment Manager shall have no further obligation to advise, recommend or take any action with regard to the securities, cash or other investments in the Portfolio;

(c) Investment Manager shall, deliver or procure delivery to the Investor of all books, records, registers, correspondence and records of the Investor which are in its possession or under control of the Investment Manager.

(d) Investor shall pay management fees prorated through the date of termination and costs and expenses accrued due up to the date of such termination.

(e) The amounts due to Investment Manager shall be paid to Investment Manager within ten (10) business days after a Fee Statement is sent by Investment Manager to Investor.

(f) Investor understands and agrees that Sub-Adviser may determine to liquidate immediately all holdings in the Portfolio.

20 CONFIDENTIALITY

20.1 Each party agrees that all non-public confidential information concerning the other party which may become available to such party in connection with services, transactions, or relationships contemplated in this Agreement shall at all times be treated in strictest confidence and shall not be disclosed to third persons except:

(a) As may be required by law or regulatory authority, including but not limited to any subpoena, administrative, regulatory, or judicial demand, or court order;

(b) As otherwise set forth in this Agreement; or

(c) Upon the prior written approval of the other party to this Agreement.

20.2 The Investment Manager is not obliged to disclose to the Investor or, in making any decision or taking any step-in connection with the management of the Portfolio to take into consideration information either:

(a) the disclosure of which by it to the Investor would or might be a breach of duty or confidence to any other person; or

(b) which came to the notice of a director, officer, employee or agent of the Investment Manager, but does not come to the actual notice of the individual making the decision or taking the step-in question.

20.3 Investor consents that for the purposes described in this Agreement, the Investor's data may be transferred to countries outside the territory of the United States of America and that the Investment Manager may use and analyze said data, including the nature of Investor's transactions, to provide Investor with information by post, telephone or email to service and update the Investor, as well as informing Investor of new investment opportunities.

20.4 Nothing in this agreement shall prevent the disclosure of information by a party:

(a) to its affiliates, auditors, legal or other professional advisers in the proper performance of its duties under this Agreement;

(b) pursuant to any right or obligation to or by which such party may be entitled or bound to disclose information or under compulsion of law or pursuant to the requirements of competent regulatory or other authorities; and

(c) where the information is in the public domain otherwise than due to a breach of this Section 21.

20.5 Neither of the parties shall do or commit any act, matter or thing which would or might prejudice or bring into disrepute in any manner the business or reputation of the other party or any director or partner of the other party.

21 NO LICENCE

21.1 Each party acknowledges for the benefit of the other party that:

(a) no provision of this Agreement grants it any rights in any intellectual property belonging to or developed by the other party; and

(b) this Agreement does not constitute a licence in respect of any such intellectual property.

22 RESERVATION OF RIGHTS

22.1 The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.

22.2 Failure to exercise or any delay in exercising by either party to this Agreement of any right, power, privilege or remedy under this Agreement shall not impair or operate as a waiver thereof in whole or in part.

22.3 No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, powers, privilege or remedy.

23 NO PARTNERSHIP

23.1 Nothing in this Agreement shall create or be deemed to create any partnership, joint venture or similar relationship between the parties and/or any other person. All transactions between the Investor and the Investment Manager shall be at arm's-length terms. Each of the Investor and the Investment Manager shall have no duties or obligations to the other Party except those expressly set forth in this Agreement.

24 ASSIGNMENT

24.1 This Agreement may not be assigned by either Party without the written consent of the other Party and such consent shall not be unreasonably withheld or delayed or subject to unreasonable conditions.

25 ENTIRE AGREEMENT

25.1 This Agreement, and the documents referred to in it, constitute the entire Agreement among the Parties with respect the subject matter hereof and supersedes all prior agreement and undertakings, both written and oral, among the Parties, or any of them, with respect of the subject matter of this Agreement.

26 FURTHER ASSURANCES

26.1 Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

27 AMENDMENTS

27.1 This Agreement or of any of the documents referred to herein, may be amended only in writing and duly signed by each of the Parties hereto.

28 SEVERABILITY

28.1 If any provision of the Agreement is invalid or unenforceable, with respect to any Party or the laws of any jurisdiction, the remainder of the Agreement or the application of such provision to persons other than those as to whom is it held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent.

29 NOTICES

29.1 Except as otherwise set forth herein, all communications and notices shall be in writing and shall be delivered personally, sent by messenger, overnight courier, or sent by certified, registered or express mail, postage prepaid, return receipt requested to the Investment Manager and to Investor at the following addresses, or to such other addresses as the parties may direct by written notice hereunder:

If to the Investment Manager:
801 Brickell Avenue, Suite 1060
Miami, Florida 33131
Attention: Compliance.
Phone: 305-455-0975

If to the Investor.

By Mail:

The Investor directs the Investment Manager and Custodian to send notices, confirmations, statements, and other communications concerning the Portfolio s by Mail to Investor at the following address:

_____

_____

_____

The Investor understands that any mailed communications shall be deemed to have been delivered to the Investor for all purposes on the date deposited in the mail by the Investment Manager. The Investor waives any and all claims and causes of action it may have against the Investment Manager or its officers, directors, shareholders, or employees, as a result of its failure to receive or review any such mailed communications. The Investor agrees to indemnify the Investment Manager and its officers, directors, shareholders, and employees and hold each of them harmless from any and all losses, costs, fines, penalties, or liabilities arising from the Investment Manager's mailing communications for the Investor in accordance with the preceding instructions.

By Electronic Delivery:

The Investor hereby consents to receive from the Investment Manager:

- Announcements via e-mail delivery when Form ADV Part 2 A, Form CRS and Regulation BI and material updates thereto and other disclosures ("Disclosures") become available;
- Copies of such Disclosures via e- mail delivery or by accessing the Investment Manager's website or the website of the U.S. Securities and Exchange Commission ("SEC");
- ☐ Account statements and other account information provided to the Investor ("Account Documents") through the Investment Manager's website.

Regarding E-Mail Delivery:

The Investor understands that by consenting to email delivery the Investor is consenting to the following:

- The Investor will receive an e-mail announcement from the Investment Manager when any required Disclosures are posted to the Investment Manager's or the SEC's website and such email will contain the website address where the Investor may access the materials;
- The materials may be viewed and printed;
- the Investment Manager reserves the right to post Disclosures on its website without providing notice to me, when permitted by law;
- All Disclosures provided via e-mail notification will be deemed to be good and effective delivery to the Investor when sent by the Investment Manager, regardless of whether the Investor actually or timely receives or accesses the e-mail notification;
- The Investment Manager will send all e-mails to the e-mail address set forth below and the Investor will notify the Investment Manager of any changes thereto. If the Investment Manager receives notification that the e-mail is undeliverable, the Investment Manager will provide delivery

to the postal address of record for the Investor or may, but is not required to, notify the Investor to obtain alternative delivery instructions.

Regarding Website Delivery:

The Investor understands that by consenting to website delivery the Investor is consenting to the following:

- Investment Manager and/or the Custodian will make Account Documents available for viewing online by the Investor and those people whom the Investor authorizes below;
- The Investor understands that Account Documents will be available by accessing Investment Manager's website through Investment Manager's arrangements with the Custodian (via Sub-Adviser relationship with Custodian) and the Investor hereby directs Investment Manager to transmit account data and any necessary information to the Custodian and Sub-Adviser;
- Account data will reside on the Custodian's computer systems for purposes of making Account Documents available for viewing; (iv) the Custodian will have access to Investor's name, username and social security number and Custodian is obligated to keep such information confidential in accordance with its policies and applicable law;
- The Investor is responsible for the confidentiality and use of the Investor's user identification and password;
- It is the Investor's responsibility to notify Investment Manager and/or Custodian of any changes to the list of people who are authorized to view online Account Documents. Investment Manager will not assist anyone not so authorized in accessing the Account Documents;
- Investment Manager is not responsible for any loss relating to the Investor's use, or the use by anyone to whom the Investor grants access to Account Documents, of the account access feature of Investment Manager's website;
- The use and storage of any information, including portfolio information, available through the use of Investment Manager's website is at the Investor's sole risk and responsibility and Investment Manager makes no representations or warranties, express or implied, regarding account information or the access, speed or availability of Internet or network services.

In General:

The Investor further understands:

- There is no charge by the Investment Manager for any electronic delivery service, however the Investor may incur costs associated with electronic access to documents, such as usage charges from an Internet access provider and/or telephone company;
- The Investor must have an e-mail account and access to an Internet browser;
- Adobe Acrobat Reader® (Acrobat® software is available for download free of charge at http://www.adobe.com/products/acrobat/readstep2.html?promoid=BUIGO); and
- If Investor wishes to print documents, Investor must have access to a printer.

The Investor understands that the electronic delivery selections made and the consents given under this Section will continue until the Investor notifies the Investment Manager in writing that any or all of such consents is/are revoked. The Investor further understands that without revoking this consent, the Investor may request to receive paper copies of any of the Disclosures and Account Documents available electronically.

E-mail Address to Send Notifications and other correspondence: _____
received when sent to this address unless notified by Investor of a substitute delivery address)

Other Persons to Whom Investor Grants Access to View the Account Information Online:

Email Address: _____
Name: _____
Relationship to Investor: _____

Investor will receive account statements from the Custodian. Investor may receive additional statements and performance reports from the Investment Manager. The Investment Manager encourages Investors to review and compare all statements and reports received by Investor to those received from Custodian and to speak with the Investment Manager about any questions.

The execution of any consents and amendments to this Agreement or other agreements, as well as the delivery of any instructions and notices hereunder or otherwise relating to the Investor, may be made by e-mail, Internet or other electronic means permitting reasonably secure communication with the Investor, and the Investor agrees that any amendments, consents and other agreements executed by such electronic means shall be binding and enforceable and any instructions or notices sent by such electronic means shall constitute valid notice. The Investor acknowledges that internet-based communication is not secure from access by third parties and accordingly accepts the risk that any internet communication with the Investment Manager may be intercepted or may fail to be received by the Investment Manager.

30 FORCE MAJEURE

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

31 DISCLOSURES

31.1 Investor acknowledges that the Investment Manager has provided to Investor a copy of its ADV Brochure (2A) and applicable Brochure Supplements (2B), Form CRS and Regulation BI Disclosures, its Privacy Policy and Summary Business Continuity Plan ("the documents") prior to 48 hours of entering into this Investment Management Agreement. If Investor did not receive the documents within the established time frame, Investor reserves the right to terminate this Investment Management contract within five (5) business days of entering into this Investment Management Agreement without penalty. The Investment

Manager is committed to comply with U.S. Statutory and regulatory requirements designed to combat money laundering and terrorist financing. The USA Patriot Act requires that certain financial institutions obtain certain identification documents or other information in order to comply with their customer identification procedures. Until Investor provides the Investment Manager with certain required information or documents, the Investment Manager may not be able to enter into the investment management relationship described herein.

32 COUNTERPARTS

32.1 This agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original and all the counterparts together shall constitute one and the same instrument.

32.2 As the Investment Manager offers a Wrap Fee Program, the Investment Manager offers such program entirely via Credicorp Capital Invest platform, the Investor hereby acknowledges by clicking “AGREE”, that your digital agreement represents the same legal representation as signing a paper version of this Agreement. Investor further acknowledges that this Agreement may be amended form time-to-time and any material changes are subject to the Investor's notification accordingly.

32.3

33 GOVERNING LAW AND JURISDICTION

33.1 This agreement, along with any subsequent amendment or modification of any type shall be governed by and construed in accordance with the laws of the state of Florida, without giving effect to any conflict or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with the Advisers Act, any rule or order of the SEC under the Advisers Act and, if applicable to the Account, ERISA and any rule or order of the U.S. Department of Labor under ERISA.

EXECUTION PAGE

In witness whereof the parties hereto have entered into this Agreement as a Deed on _____.

EXECUTED AS A DEED by	)	
	)	
	)	_____
duly authorised for	)	
and on behalf of	)	
[***Investor***]	)	
in the presence of:	)	
	)	_____

EXECUTED AS A DEED by	)	
[ ]	)	
	)	_____
duly authorised for	)	
and on behalf of	)	
Credicorp Capital Advisors, LLC	)	
in the presence of:	)	
	)	_____