CONVICTION ACCOUNT AGREEMENT

CONVICTION TERMS OF SERVICE

Last Modified: August 28, 2026

These terms of service ("Terms") outline the terms and conditions that apply to your use of products and services provided by Parachute Inc., doing business as Conviction ("Conviction," "we," "our," or "us"), an investment adviser registered with the U.S. Securities and Exchange Commission. We invite you to access and use our services which are made available to you through our website, www.convictiontrade.ai, or any successor URL and any other websites we provide (each, a "Website"), or products, services and/or mobile applications and application programming interfaces (such mobile applications, each an "App") owned or operated by Conviction (collectively with the Website, the "Platform"). These Terms apply to everyone that uses the Platform and users of the Platform Services (as defined in Section 1 below) (collectively referred to as "you" or "your").

These Terms are a legally binding contract between you and Conviction regarding your use of the Platform. These Terms may be in addition to or supplement any additional terms, conditions, or agreements that you may have to agree to when using a specific product or service, including without limitation Conviction's Investment Advisory Agreement governing the investment advisory services offered through the Platform ("Service Specific Terms"). By using our Platform, you are agreeing to these Terms, which we may update or amend from time to time as set forth herein. We will provide notice of any material changes to these Terms. To the extent there is a conflict between these Terms and any Service Specific Terms, the Service Specific Terms will control solely for the issue in direct conflict with these Terms and solely with respect to such Service Specific Terms.

We may, in our sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. Any updates or amendments to these Terms shall be effective if and when a new version is posted onto the Platform or when a notice is provided to you for material changes. You agree that the posting of any such changes on the Platform and/or sending any such changes to you via email or other electronic means of delivery you agree to constitute reasonable and sufficient notice. Any such material amendment will be effective as of the "last modified" date specified by Conviction at the top of this page. Your continued use of the Platform (including any updates or other versions thereof) constitutes your acceptance of the new Terms. If you do not agree to these Terms (or any updates to or modified versions thereof), you should discontinue use of the Platform immediately.

BY REGISTERING AND USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE (OR THE AGE OF MAJORITY IN WHICH YOU CAN ENTER INTO LEGALLY BINDING CONTRACTS IN THE JURISDICTION WHERE YOU ARE USING THE PLATFORM OR PLATFORM SERVICES, AS APPLICABLE) OR OLDER. INDIVIDUALS UNDER THE AGE OF MAJORITY ARE NOT PERMITTED TO USE OUR PLATFORM OR PLATFORM SERVICES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR PLATFORM, OR WITH ANY PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE PLATFORM.

The content on our Platform has been prepared for informational purposes ONLY, and is not intended to provide, and should not be relied on for, investment, tax, legal or accounting advice.

You agree that these Terms are the legal equivalent of a signed, written contract and constitute a legally binding agreement between Conviction and you, as a user of the Platform, that you have read these Terms, and accept, understand and will be bound by them.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR PLATFORM CAREFULLY. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 24 (THE "ARBITRATION AGREEMENT") AND A CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTIONS 24.6 AND 24.7 (THE "CLASS ACTION/JURY TRIAL WAIVER") THAT REQUIRE, UNLESS YOU OPT OUT PURSUANT TO

THE INSTRUCTIONS IN THE ARBITRATION AGREEMENT, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (AS DEFINED BELOW), YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

1. Scope of Agreement

By accessing and/or using the Platform, you agree to these Terms. These Terms apply to any use of the Platform including (1) when you register a user account; (2) when you sign up for, receive, or use any products or services available through the Platform, including but not limited to investment advisory services provided through the Platform ("Platform Services") and (3) when you use the Platform as a guest or visitor.

2. Your Use of the Platform and Platform Services

2.1. Access and License. Unless otherwise specified, we grant you a non-exclusive, non-transferable, free revocable limited right to access, use and display the Platform and the material provided therein, and any additional Platform Services that you subscribed to, for your personal, noncommercial use, provided that you comply fully with the provisions of these Terms and the applicable Service Specific Terms. You agree not to assign, transfer or sublicense your rights as a registered user of, or subscriber to, the Platform and the Platform Services. You understand that only you may use your user account and password, and that your subscription to our Platform and Platform Services is only valid for your personal, noncommercial use and may not be shared with others. You agree to be financially responsible for all your activity on the Platform and your use of and/or subscriptions to any Platform Services.

2.2. Binding Terms. By using the Platform and/or the Platform Services, you agree to be legally bound and to abide by these Terms. If you do not comply with these Terms at any time, we reserve the right to permanently or temporarily suspend, cancel or terminate your password, user account, and/or access to the Platform (or any part thereof) and/or the Platform Services, with or without cause and without liability. Upon their termination for any reason or no reason, you continue to be bound by these Terms.

2.3. Your Decisions. You are solely responsible for evaluating the merits and risks associated with the use of the Platform, any Content (as defined below) on the Platform and any Platform Services before making any investment, financial or other decision based upon the same.

2.4.

2.5. Separate Agreements. Your election to engage any Platform Services are subject to your explicit enrollment and acceptance of separate agreements, including any Service Specific Terms, applicable to the Platform Services for which you choose to enroll.

2.6. Changes. At our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Platform or Platform Services, including, but not limited to: (i) restricting the time the Platform and/or Platform Services are available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user's right to use the Platform and/or any of the Platform Services.

2.7. Suspension and Termination. You agree and acknowledge that any termination or cancellation of your access to, or use of, the Platform and/or the Platform Services may be effected without prior notice. If you do not abide by these Terms, except as we may otherwise provide from time to time, you agree that we may immediately and permanently or temporarily suspend, deactivate or delete your user account and all related information and/or files in your user account and/or bar any further access to such information and/or files, our Platform (or part thereof) and/or the Platform Services. Further, you agree that we shall not be liable to you or any third party for any suspension, termination, cancellation or modification of your access to, or use of, our Platform and/or the Platform Services, except for a refund of any fees or charges prepaid by you with respect to the Platform Services as provided under our other applicable written agreement(s) with you. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of service made by us pursuant to this provision or these Terms, or any policies or practices by us in providing this Platform or the Platform Services, including without limitation any change in content or any change in the amount or type

of fees or charges associated with the Platform Services, is to cancel or terminate your subscription or registered user account, as applicable. We will attempt to process all requests to cancel or terminate your subscription or registered user account within ten (10) business days after we receive your request and all documentation required to cancel or terminate your subscription or registered user account, and you acknowledge and agree that charges and fees incurred prior to the effective time of cancellation or termination will not be reversed. As part of the termination, we will follow the information and instructions that you provide to us with respect to what you want to do with your assets upon termination, whether securities or cash on your account, and we will have no liability to you with respect to our following such information or instructions, including with respect to any fees incurred by you in connection with our following such information or instructions.

3. Your Responsibilities

3.1. Sign Up Data.

3.1.1. For purposes of your use of the Platform and Platform Services, including identification and billing (as set forth in the applicable Service Specific Terms), you agree to provide us with true, accurate and complete information as required by the subscription or sign up process to our Platform Services, including, without limitation, your legal name, address, telephone number, email address, password, and applicable financial and billing information (collectively, "Sign Up Data"), and to allow us to share your Sign Up Data with third parties for the purpose of verifying the information you provide completing transactions in accordance with these Terms and the Service Specific Terms. Sign Up Data is a subset of Personal Information and shall be considered Personal Information under our Privacy Notice.

3.1.2. You agree to maintain and promptly update the Sign Up Data and any other information that you provide to us to keep it accurate. Without limiting any other provision of these Terms, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of our Platform (or any portion thereof) or any of our Platform Services. You agree not to register or subscribe for more than one username, create an account on behalf of someone else, or create a false or misleading identity on the Platform.

3.2. Subscriptions. If your registration or subscription is revoked for any reason, you agree not to register or subscribe again with our Platform using another username or through any other means. If we have reason to suspect, in our sole discretion, that you are the subject of an account that has previously been terminated, we reserve the right to terminate any new accounts you have registered without any notice to you, or to exercise any other remedies available to us under these Terms or by law.

3.3. Your Account. You are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password or user account information. In the event of a breach of security by you, you will remain liable for any unauthorized use of your subscription until you update your Sign Up Data. You are the only person who may use your user account and password to access the Platform, and you are entirely responsible for any and all activities which occur under your user account. We will not be liable for, and expressly disclaim any liability for, any losses caused by any unauthorized use of your user account and/or any changes to your user account.

3.4. Your Additional Understandings. You agree that:

- You will notify Conviction promptly of any change to your email address by updating your email in the Platform;
- You will notify Conviction promptly of any change to your physical address by sending an email to Conviction' technical support team at support@convictiontrade.ai;
- You will provide and update your personal information electronically using the Platform;
- You may access statements, confirmations, tax forms, and the current agreements applicable to the Platform Services electronically through the Platform;
- Conviction will provide Platform Services solely through the Platform;

- Conviction will initiate communications solely via electronic means, as per Section 19 below, such as email and will not mail you a paper statement unless you make a specific request and pay the associated fee;
- The electronically stored copies of these Terms and any Service Specific Terms (collectively, the "Account Contracts") are the enforceable, true, complete record of each of the Account Contracts, which can be admitted as evidence or otherwise used in arbitration, litigation, administrative or other legal or regulatory proceedings as if they were originally produced and then kept in paper form. You will not object to or challenge the enforceability or use of the electronically stored copies of the Account Contracts;
- You will check the Website and Platform regularly for communications from Conviction, including electronic notices that any of the Account Contracts have been amended;
- Your wireless carrier's standard messaging and data rates apply to your SMS correspondence. Conviction does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan and applicable rates. Additionally, your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier; and
- To access and retain electronic communications, you will need a computer, or other internet-connected device, with an Internet connection that has a current web browser with cookies enabled and sufficient storage space, capable of facilitating 128-bit encryption, and a current and valid email address and mobile phone number on file with us. For certain communications, such as tax forms we'll need to send to you, you will also need software to view PDF files.

4. Device Compatibility and Availability of Services

4.1. Device Compatibility. The Platform is designed to work when accessed through the internet by a computer using certain web browsers or certain portable devices (such as phones or tablets that use certain operating systems). You acknowledge and agree that some web browsers or portable devices may not be compatible with the Platform and that we cannot guarantee the accuracy or functionality of any Services provided by Conviction unless accessed through a supported browser or device. You agree that you will download and install any software updates for our mobile applications, if you access and use our Services through such applications, as they become available.

4.2. Mobile Carriers. You understand and agree that you are still subject to the terms and conditions of any agreement you have with any mobile service provider and/or any app store or marketplace, and these terms and conditions do not amend or supersede any of those separate agreements such as Account Contracts. You understand that such services may require fees, charges, limitations, and restrictions which might impact your use of the Platform and the Services (e.g., data usage charges), and you agree to be solely responsible for all such fees, charges, limitations and restrictions.

4.3. Availability. The availability and use of our Services may be limited based on different criteria in our sole discretion. You understand and agree that we may disallow you from subscribing to any or all Platform Services or may terminate your subscription to the Platform Services at any time based on any of these criteria.

5. Termination

Either you or Conviction may terminate your user account and any Services at any time pursuant to the terms and conditions of any applicable Account Contracts. The provisions applicable to any such termination, including the effects thereof, are described in the terms and conditions of any applicable Account Contracts.

6. Brokerage Accounts, API Connectivity, and Transactions

6.1. Brokerage Account Requirement. In order to use certain features of the Platform, including receiving investment advisory services and authorizing the execution of transactions, you must maintain an active brokerage account (a "Brokerage Account") with a supported unaffiliated broker-dealer. Your Brokerage Account is subject to a separate agreement directly between you and the applicable Supported Broker, and Conviction is not a party to that agreement. Under no circumstances will Conviction have any liability for your Brokerage Account, including for any act, omission, error, delay, or failure of a Supported Broker. You are solely responsible for your use of the

Supported Broker's services, including compliance with all terms and conditions applicable to your Brokerage Account.

6.2. Supported Brokers; No Endorsement. Conviction may add, suspend, or discontinue Supported Broker integrations in the future after appropriate review and disclosure. The availability of a Supported Broker integration does not constitute a guarantee or endorsement of that broker-dealer's services, financial condition, execution quality, or regulatory standing. You are responsible for independently evaluating the terms, fees, execution practices, and account protections of your Supported Broker.

6.3. API Authorization and Transaction Communication. By linking your Brokerage Account to the Platform and authorizing a strategy for live execution, you authorize Conviction to communicate with the applicable Supported Broker on your behalf through application programming interfaces ("APIs") and to transmit trade instructions, account information requests, and related data to and from your Brokerage Account. Acceptance and execution of any transaction is in the sole control and discretion of your Supported Broker. Conviction does not guarantee that any order will be accepted, executed, or executed at any particular price. Once a transaction has been executed, the securities or cash will be placed in or removed from your Brokerage Account by the Supported Broker.

6.4. Not a Broker-Dealer. Conviction is an investment adviser registered with the U.S. Securities and Exchange Commission. Conviction is not a broker-dealer, a futures commission merchant, a commodity pool operator, a commodity trading adviser, a bank, a money transmitter, or a money services business. Conviction does not collect, hold, or have custody of client funds or securities. All client assets are held by the Supported Broker in the client's Brokerage Account. Conviction does not have the authority to withdraw or transfer client funds or securities to Conviction or its personnel.

6.5. Order Execution. All orders transmitted through the Platform are executed by the applicable Supported Broker, not by Conviction. Conviction is not responsible for the order routing, execution quality, or settlement of any transaction. Confirmations and account statements are issued by the Supported Broker, and you should review them carefully. Conviction does not currently aggregate or block trade client orders; each order is submitted separately to the applicable client's Brokerage Account. Separate submission may result in clients receiving different execution prices for the same security or signal.

6.6. Broker Fees and Charges. You may incur fees, commissions, regulatory charges, bid-ask spreads, margin interest, wire or transfer fees, exchange or data fees, taxes, and the internal expenses of ETFs or other investment products charged by your Supported Broker, exchanges, custodians, or other third parties. These fees are separate from Conviction's subscription fees and are not paid to Conviction unless specifically disclosed. Conviction is not responsible for any fees charged by your Supported Broker.

6.7. API and Service Disruptions. The Platform's ability to transmit trade instructions and receive account data depends on APIs, internet connectivity, and systems maintained by Supported Brokers and other third parties. Conviction does not guarantee uninterrupted or error-free API connectivity. Outages, rate limits, maintenance windows, API changes, rejected orders, account restrictions, or changes to a Supported Broker's systems may prevent, delay, or disrupt the transmission of orders or the receipt of account data. Conviction is not liable for any loss, delay, or error arising from an interruption, failure, or limitation of any Supported Broker's API, systems, or services, or from any internet, network, or telecommunications failure. Account information displayed through the Platform is only as current as the time it was last retrieved from your Supported Broker, and may not reflect the most recent transactions, positions, or market prices.

6.8. Limited Agency for Account Access. For the sole purpose of providing the Platform Services to you, you grant Conviction a limited power of attorney and appoint Conviction as your agent to access your Brokerage Account through APIs, retrieve account information, and transmit trade instructions on your behalf, with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. You acknowledge and agree that when Conviction is accessing and retrieving account information from your Supported Broker, Conviction is acting as your agent, and not as the agent of or on behalf of the Supported Broker. This limited power of attorney does not authorize Conviction to withdraw or transfer funds from your Brokerage Account to Conviction or its personnel.

6.9. Broker Referral Arrangements. As of the date of these Terms, Conviction does not receive compensation, referral fees, revenue-sharing payments, account-opening incentives, data or API credits, sponsorship, or other economic benefits from any Supported Broker in connection with recommending, supporting, or directing clients

to that Supported Broker. If Conviction enters into any such arrangement in the future, it will be disclosed in the Firm's Form ADV Part 2A brochure and, if material, in an update to these Terms.

6.10. SIPC and Account Protections. Your Brokerage Account with a Supported Broker may be protected by the Securities Investor Protection Corporation ("SIPC") up to applicable limits ($500,000 per customer, including up to $250,000 for cash claims), in the event of the Supported Broker's failure. SIPC does not protect against declines in the market value of securities. Additional excess-of-SIPC coverage may be available depending on the Supported Broker. Cash or cash-equivalent positions may or may not be covered by FDIC insurance depending on the Supported Broker's sweep arrangements. You should review the terms of your Brokerage Account for details regarding applicable protections. Conviction is not a member of SIPC and does not provide SIPC or FDIC coverage.

6.11. Your Brokerage Responsibilities. You are responsible for: (a) maintaining your Brokerage Account in good standing with your Supported Broker; (b) ensuring that your Brokerage Account has sufficient cash, buying power, or account eligibility to execute contemplated trades; (c) reviewing all trade confirmations and account statements sent directly by your Supported Broker; (d) promptly notifying Conviction of any changes to your Brokerage Account status, restrictions, or eligibility that may affect the Platform Services; and (e) complying with all applicable laws and regulations governing your Brokerage Account and trading activity.

7. Privacy and Security

7.1. Privacy. We are committed to protecting your privacy and security. By entering into these Terms, you acknowledge that we may collect, use, and disclose your personal information and aggregated and/or anonymized data as set forth in our Privacy Notice, and that your personal information may be transferred to, and/or processed in, the United States. Note that the Platform Services may have their own privacy notices describing the processing of your personal information by each 67 Subsidiary, each of which will be accessible through the Platform Services and our Privacy Notice.

7.2. Security. We care about the integrity of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or to use your data for improper purposes. You acknowledge that you provide your data at your own risk.

8. Intellectual Property; Restrictions on Use of Materials; Confidentiality

8.1. Intellectual Property Rights. For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of personality, trademark, trade dress and service mark rights, goodwill, trade secret rights, and any and all other intellectual property rights and proprietary rights as may now exist or hereafter come into existence, and all applications therefor and registrations, renewals, and extensions thereof, under applicable law.

8.2. Conviction Intellectual Property. You understand and acknowledge that we) own and will continue to own all rights (including Intellectual Property Rights), title, and interest in and to the Platform and Platform Services, all materials and content displayed or otherwise made available on and/or through the Service (including, without limitation, images, text, graphics, illustrations, logos, photographs, audio, videos, and music; but, excluding your User Content), and all software, algorithms, code, technology, and intellectual property underlying and/or included in or with the Platform or Platform Services (collectively and individually, "Intellectual Property"). Except as may be explicitly provided herein, nothing in these Terms will be deemed to create a license in or under any such Intellectual Property Rights, and you will not access, sell, license, rent, modify, distribute, copy, reproduce, transmit, display, perform, publish, adapt, edit, or create derivative works of any Intellectual Property. Use of any Intellectual Property for any purpose not expressly permitted by these Terms is strictly prohibited.

8.3. Content.

8.3.1. You acknowledge that this Platform contains but is not limited to information, text, videos, sounds, graphics, artwork, user and visual interfaces, questions, creative suggestions, messages, comments, feedback, ideas, articles and other materials (collectively, "Content") that are protected by copyrights, patents, trademarks, service marks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is owned, controlled, or licensed by or to us and is protected by law, including United States copyright laws and other intellectual property laws, and, if applicable, similar

foreign laws. Subject to any copyrights or other rights of the original owners of such Content, we also own a copyright in the selection, coordination, arrangement and enhancement of such Content.

8.3.2. Content is provided exclusively for your personal and noncommercial access and use. You may not modify, publish, republish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any other way exploit (including but not limited to commercial use), any of the Content, in whole or in part without the prior written consent of Conviction in each instance. When Content is downloaded to your computer or any mobile or other device, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other application or networked computer environment, is strictly prohibited unless you receive our prior written consent.

8.3.3. Content on the Platform may include or make available general news and information, commentary, research reports and data concerning the financial markets, securities, commodities, digital assets, and other subjects; and access to blogs, wikis, online webinars, conferences, telecasts, podcasts and other public forums. By using the public areas of the Platform, you are indicating your acceptance, without modification, of the disclaimers, terms and conditions set forth herein, which apply equally to Conviction, the Platform and any Content provided on the Platform by third-party information providers.

8.3.4. Content posted on the Platform is published as of its stated date or, if no date is stated, the date of first posting. Except as may be required by applicable law, Conviction has no duty to update any such information, and Conviction may discontinue or modify any category of Content at any time.

8.4. Brands.

8.4.1. The names Conviction and Conviction, the Conviction logo, and other trademarks, service marks, names, slogans, graphics, and logos of Conviction and its 67 Subsidiaries (including, for example, the "Conviction" brand under which Parachute Inc. d/b/a Conviction offers its investment advisory services) used in connection with the Platform and the Platform Services (collectively, "Brands") are the common law trademarks or registered trademarks of Conviction. Other trademarks, service marks, graphics, and logos appearing on the Platform are trademarks of their respective owners. Nothing contained on the Platform should be construed as granting any license or right to use any of the Conviction Brands or third-party marks appearing on the Platform without the prior written consent from us or any party that may own any of the third-party marks. All third-party product and company names and marks appearing on the Platform are the trademarks of their respective holders. Use of them does not imply any affiliation with or endorsement by any such third parties.

8.4.2. You are not authorized to, and agree not to, download, display or use any Brands in any publication, advertising, publicity or any other commercial or non-commercial manner, in connection with products or services that are not those of Conviction, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Conviction and/or its third-party licensors, that dilutes the strength of Conviction or its licensors' intellectual property, or that otherwise infringes on Conviction or its licensors' intellectual property rights.

8.5. Confidential Information. The Platform and Platform Services may include non-public, proprietary, or confidential information of Conviction ("Confidential Information"). Confidential Information includes any information that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, including non-public business, product, technology, and marketing information. You will: (a) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as you would use to protect your own highly sensitive confidential information, but in no event with less than a reasonable degree of care; (b) not use any Confidential Information for any purpose other than to exercise your rights, or to perform your obligations, under these Terms; and (c) not disclose any Confidential Information to any person or entity, except your service providers or financial or legal advisors who/that (i) need to know the Confidential Information and (ii) are bound by non-use and non-disclosure restrictions at least as restrictive as those set forth in this Section.

9. User Content

9.1. User Content. By displaying, publishing, or otherwise posting any content on or through the Platform ("User Content"), you hereby grant to Conviction a limited, irrevocable, non- exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute all User Content

without the requirement to make any payment to you or to any third party or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag any of your User Content, as well as the right to sublicense such content to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones. You continue to retain all ownership rights to your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms and the license described herein.

9.2. Representations and Warranties. You represent and warrant that: (1) you own the User Content submitted, displayed, published or posted by you on the Website or through your user account and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any User Content you submit, and our use thereof, does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity; (2) your User Content does not include any information or material that a governmental body deems to be sensitive or classified information, and your provision of User Content in connection with the Platform Services is not violative of any confidentiality rights of any third party; (3) your User Content does not include nudity or other sexually suggestive content; hate speech, threats, or direct attacks on an individual or group; content that is abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy; sexist or racially, ethnically, or otherwise discriminatory content; content that contains self-harm or excessive violence; fake or impostor profiles; illegal content or content in furtherance of harmful or illegal activities; malicious software, programs or code; surreptitious, processing-intensive programs or code (e.g., cryptocurrency mining; denial of service programs); any person's personal information without such person's consent; spam, machine-generated content, or unsolicited messages; and/or otherwise objectionable content; (4) your User Content will not harm minors in any way, or solicit or otherwise attempt to gain any information from a minor; (5) your User Content will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with Conviction or any other person or entity; (6) your User Content will not include any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of commercial solicitation; (7) your User Content will not chase, troll, or harass any Conviction employee or representative or any other user of the Platform or any Platform Services; and (8) to the best of your knowledge, all User Content and other information that you provide to us is truthful and accurate.

9.3. Public Communications; Deletion of User Content. You acknowledge that any User Content posted on public portions of the Platform is public and not private communications. You acknowledge that by providing you with the ability to distribute your User Content, Conviction is acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any User Content or activities in any area, nor do we endorse any such User Content. Conviction reserves the right, but has no obligation, to monitor your User Content for adherence with these Terms. Conviction may delete any User Content that in its sole judgment violates these Terms.

9.4. DISCLAIMER. WE CLAIM NO OWNERSHIP RIGHTS OVER YOUR USER CONTENT. WE TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY USER CONTENT. YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USER CONTENT AND THE CONSEQUENCES OF SUBMITTING, POSTING, DISPLAYING, PROVIDING, SHARING, OR OTHERWISE MAKING IT AVAILABLE ON OR THROUGH THE SERVICE, AND YOU UNDERSTAND AND ACKNOWLEDGE THAT WE ARE ACTING ONLY AS A PASSIVE CONDUIT FOR YOUR ONLINE DISTRIBUTION AND PUBLICATION OF YOUR USER CONTENT.

9.5. Third-Party Content. You may have access to the content posted by other users of the Platform or Website. The existence of any such content does not, and shall not be deemed to, constitute Conviction' recommendation or advice to follow any recommendation included in such content, including any recommendation to purchase any specific security or group or type of securities. You hereby waive any claim or loss you may have as it relates to any such content, including your reliance on any such content to purchase or sell any securities or take any other action, and Conviction expressly disclaims any liability thereto. You are solely responsible for evaluating the merits and risks associated with the use of the Platform or third-party content that may be available on the Platform or Website before making any investment, financial or other decision based upon the same.

10. Prohibited Uses

10.1. Prohibited Uses. You agree not to engage in any of the following on the Platform:

- reverse engineer, de-compile, disassemble, decode, or otherwise translate, in any way, the Content and user interface made available from, on, or through the Platform;
- use any robot, spider, scraper, off-line reader, data mining tool, data gathering or extraction tool, or any other automated means to access the Platform Services in a manner that sends more request messages to the servers running the Platform Services than a human can reasonably produce in the same period of time by using a conventional on-line web browser or in any way reproduce or circumvent the navigational structure or presentation of the Platform or the Platform Services;
- attempt to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- attempt to gain unauthorized access to our computer network or user accounts;
- in any way misuse any Services or Content that appears on the Platform;
- copy, rent, lease, sell, loan, transfer, assign, license or purport to sublicense, resell, distribute, modify, alter, or create derivative works of any part of the Platform or Platform Services or any of our intellectual property rights, including, without limitation by any automated or non-automated "scraping" or create any derivative work based on the Platform, Platform Services or Content.
- use any content available on or via the Platform Services (including any caption information, keywords, or other metadata) for any machine learning and/or artificial intelligence training or development purposes, or for any technologies designed or intended for the identification of natural persons;
- use the Platform Services in any manner or for any purpose that (i) violates, or promotes the violation of, any applicable law, contractual obligation, or right of any person, including, but not limited to, intellectual property rights (as defined below), privacy rights, and/or rights of personality, (ii) is fraudulent, false, deceptive, or defamatory, (iii) promotes hatred, violence, or harm against any individual or group, or (iv) otherwise may be harmful or objectionable (in our sole discretion) to us or to our providers, our suppliers, other users, or any other third party;
- use or display the Platform Services in competition with us, to develop competing products or services, for benchmarking or competitive analysis of the Platform Services, or otherwise to our detriment or disadvantage;
- access any content available on or via the Platform Services through any technology or means other than those provided by the Platform Service or authorized by us;
- bypass the measures we may use to prevent or restrict access to the Platform Services, including, without limitation, features that prevent or restrict use or copying of any content or that enforce limitations on use of the Platform Services or any portion thereof;
- use the Platform or Platform Services for any commercial solicitation purposes;
- transmit or create malicious software or code, invalid data, viruses, worms, or other software agents through the Platform or Platform Services;
- collect or harvest any personal information, including users' names, from the Platform or Platform Services; or
- identify or refer to us or to the Platform Services in a manner that could reasonably imply a relationship that involves endorsement, affiliation, or sponsorship between you (or a third party) and us without our prior express written consent.

10.2. Representations and Warranties. You represent and warrant that none of the money that you transfer to and/or invest through the Platform comes from, or will be used to promote the conduct of, any crime or other illegal activity. You covenant not to use or transfer any money to or invest any money through the Platform that comes from, or that will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any money that you use for deposits into your account with Conviction or in any money or securities in such

an account other than you or any other individual you have disclosed to Conviction using the account opening functionality of the Platform.

11. DMCA Notice

Conviction respects the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our sole discretion, terminate the rights of any user to use our Platform or Platform Services (or any part thereof) who infringe the intellectual property rights of Conviction or others.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact our designated agent for notice of claims of copyright infringement and include the following information:

- a physical or electronic signature of the owner of the copyright or a person authorized to act on behalf of the owner; identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on this application are covered by a single notification, a representative list of such works);
- identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Platform;
- your name, mailing address, telephone number and email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- a statement by you that the information in your notification is accurate, and that you attest under penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

Upon receipt of any notice, we will take whatever action, in our sole discretion, that we deem appropriate, including the removal of the challenged content from the Platform.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Counter-notices with respect to the Platform should be sent to our designated agent for notice of claims of copyright infringement. Contact information for our designated copyright agent is: Chief Compliance Officer, LLC, 95 Third Street, Suite 2, San Francisco, CA 94103, support@convictiontrade.ai (please include "Notice of Copyright Infringement" in the subject line).

12. DISCLAIMER OF WARRANTIES

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

THE PLATFORM, PLATFORM SERVICES, OFFERINGS, CONTENT AND MATERIALS ON THE PLATFORM ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, AVAILABILITY, ACCURACY OR NON-INFRINGEMENT WITH RESPECT TO THE PLATFORM, THE PLATFORM SERVICES, THE OFFERINGS, CONTENT AND ANY OTHER MATERIALS ON THE PLATFORM.

Conviction DOES NOT WARRANT THAT THE PLATFORM OR ANY FUNCTION CONTAINED IN THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR THE SERVERS THAT MAKE THE PLATFORM OR PLATFORM SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANYTHING DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM OR PLATFORM SERVICES IS DONE AT YOUR SOLE RISK, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SERVICE, OFFERING, CONTENT OR MATERIAL AND ANY OF YOUR INTERACTIONS WITH ANY THIRD PARTIES, INCLUDING ADVERTISERS AND OTHER USERS, IDENTIFIED THROUGH THE PLATFORM OR ANY PLATFORM SERVICES.

Conviction DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PLATFORM SERVICES IN OR ON THE PLATFORM IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

Conviction EXPRESSLY DISCLAIMS ANY DUTY TO UPDATE THE INFORMATION ON THE PLATFORM OR MADE AVAILABLE THROUGH THE PLATFORM SERVICES.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS.

UNITED STATES FEDERAL LAW AND SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER WE NOR THE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES OF Conviction WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE AND EVEN IF THE RESPECTIVE PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE AND/OR THE INABILITY TO USE THE PLATFORM AND/OR THE PLATFORM SERVICES; (B) THE USE OF ANY CONTENT OR OTHER INFORMATION ON THE PLATFORM OR ANY APPLICATION(S) OR WEBSITES(S) LINKED TO THE PLATFORM OR MADE AVAILABLE THROUGH ANY PLATFORM SERVICES, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM OR ANY PLATFORM SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM OR THROUGH THE PLATFORM SERVICES; (F) ANY FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE OF THE PLATFORM OR ANY PLATFORM SERVICES, OR (G) ANY OTHER MATTER RELATING TO THE PLATFORM OR THE PLATFORM SERVICES.

YOU UNDERSTAND AND AGREE THAT Conviction SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY IN THE EVENT WE EXERCISE OUR RIGHT TO MODIFY, CHANGE OR DISCONTINUE THE PLATFORM OR ANY PLATFORM SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE TOTAL AMOUNT PAID BY YOU FOR ACCESSING THE PLATFORM AND RECEIVING THE SERVICES, IF ANY, IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, OR ONE HUNDRED U.S. DOLLARS ($100), WHICHEVER IS GREATER.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR PLATFORM, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THE PLATFORM. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WE DO NOT DISCLAIM ANY LIABILITY RELATING TO THE PROVISION OF SERVICES WHICH CANNOT BE DISCLAIMED PURSUANT TO THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED, OR OTHER APPLICABLE LAW. AS A REGISTERED INVESTMENT ADVISER, Conviction OWES YOU A FEDERAL FIDUCIARY

DUTY UNDER THE ADVISERS ACT WITH RESPECT TO THE ADVISORY SERVICE, COMPRISING A DUTY OF CARE AND A DUTY OF LOYALTY, THAT CANNOT BE WAIVED BY CONTRACT, AND NOTHING IN THESE TERMS WAIVES, LIMITS, OR MODIFIES THAT FIDUCIARY DUTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

14. Indemnification

You will indemnify, hold harmless and, at our option, defend us and our affiliates, and our and their officers, directors, employees, stockholders, agents and representatives (collectively, "Indemnified Persons"), from any and all claims, liability, losses, damages, expenses and/or costs (including, but not limited to, reasonable attorneys' fees and expenses) arising from:(a) your access to and/or use of the Platform and Platform Service; (b) your violation of any term of these Terms, including, without limitation, your breach of any of your representations and warranties set forth in these Terms; (c) your violation of any third-party right, including, without limitation, any privacy right or Intellectual Property Right; (d) your violation of any applicable law; (e) User Content or any content that is submitted via your user account, including, without limitation, any misleading, false, or inaccurate information; (f) your willful misconduct; or (g) any third party's access to and/or use of the Platform or any Platform Service with your username(s), password(s), or other authentication credential(s).

15. Not for Minors

INDIVIDUALS UNDER THE AGE OF 18 (OR THE APPLICABLE AGE OF MAJORITY IN WHICH INDIVIDUALS CAN ENTER INTO LEGALY BINDING CONTRACTS IN THE JURISDICTION FROM WHICH THEY RE USING THE PLATFORM OR PLATFORM SERICES, AS APPLICBLE) ARE NOT PERMITTED TO SUBSCRIBE TO OR USE THE PLATFORM OR ANY PLATFORM SERVICES.

16. Additional Technology and Third-Party Services

These Terms apply only to this Platform, and not to the websites and/or applications of any other person or entity.

THE PLATFORM OR PLATFORM SERVICES MAY CONTAIN LINKS TO THIRD-PARTY SITES, MATERIALS, AND/OR SERVICES (COLLECTIVELY, "THIRD-PARTY SERVICES") THAT ARE NOT OWNED OR CONTROLLED BY US, AND CERTAIN FUNCTIONALITIES OF THE PLATFORM SERVICES MAY REQUIRE YOUR USE OF THIRD-PARTY SERVICES. IF YOU USE A THIRD-PARTY SERVICE IN CONNECTION WITH THE PLATFORM SERVICES, YOU ARE SUBJECT TO AND AGREE TO, AND MUST COMPLY WITH, THE THIRD PARTY'S TERMS AND CONDITIONS MADE AVAILABLE VIA, OR AGREED IN CONNECTION WITH, ITS SERVICES. WE DO NOT ENDORSE OR ASSUME ANY RESPONSIBILITY FOR ANY THIRD-PARTY SERVICES. IF YOU ACCESS A THIRD-PARTY SERVICE FROM THE PLATFORM SERVICE OR SHARE YOUR USER CONTENT ON OR THROUGH ANY THIRD-PARTY SERVICE, YOU DO SO AT YOUR OWN RISK, AND YOU UNDERSTAND THAT THESE TERMS AND OUR PRIVACY NOTICE DO NOT APPLY TO YOUR USE OF ANY THIRD-PARTY SERVICE. YOU EXPRESSLY RELIEVE US FROM ANY AND ALL LIABILITY ARISING FROM YOUR ACCESS TO AND/OR USE OF ANY THIRD-PARTY SERVICE. ADDITIONALLY, YOUR DEALINGS WITH, OR PARTICIPATION IN PROMOTIONS OF, ADVERTISERS FOUND ON THE PLATFORM SERVICE (SUCH AS WARRANTIES) ARE SOLELY BETWEEN YOU AND SUCH ADVERTISERS. YOU UNDERSTAND AND ACKNOWLEDGE THAT WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY SORT RELATING TO YOUR DEALINGS WITH SUCH ADVERTISERS.

17. Force Majeure

We are not responsible or liable for any error, delay, loss, or damage arising from any event beyond our reasonable control (each, a "Force Majeure Event"). Force Majeure Events include flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

18. Consent to Recordings

By using the Platform and any Platform Services, you consent to Conviction and its third-party service providers and partners recording, retaining, and using any communication, information and data exchanged between you and Conviction or its representatives or agents for execution, processing, database maintenance, record-keeping, or any other use in the regular course of business, from time to time, provided that such use is permitted under applicable law and our Privacy Notice.

19. Consent to Doing Business Electronically

You agree to receive alerts about your activity, statements, balances, payments, suspicious activities, and other matters involving your use of the Platform or the Platform Services through email. Receipt of email notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of electronic notification for any purposes. Each email may not be encrypted and may include your name and information pertaining to your user account or use of the Platform or Platform Services. You agree and consent to such transmission of such information. You agree not to use email to transmit any confidential personal information. It is your responsibility to update or change your email address, as appropriate.

20. Additional Terms for Apps

20.1. General. To use any App, you must have a mobile device that is compatible with such App. Conviction does not warrant that any App will be compatible with your mobile device. You may use mobile data in connection with an App and may incur additional charges from your wireless provider in connection with such App. You understand and acknowledge that you are solely responsible for any such charges. We hereby grant you a non-exclusive, limited, non-transferable, and freely revocable license to use a compiled code copy of the App(s) under your user account on one (1) or more mobile devices owned or controlled solely by you (except to the extent Apple or Google permits any shared access and/or use of the iOS App or Android App (as each of those terms is defined below), respectively), solely in accordance with these Terms. The foregoing license grant is not a sale of any App or of any copy thereof. You may not: (a) modify, disassemble, decompile, or reverse engineer any App, except to the extent that such restriction is expressly prohibited by applicable law; (b) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer any App to any third party, or use any App to provide time sharing or similar services for any third party; (c) make any copies of any App; (d) remove, circumvent, disable, damage, or otherwise interfere with security-related features of any App, features that prevent or restrict use or copying of any content accessible through any App, or features that enforce limitations on use of the Apps; or (e) delete the copyright or other proprietary rights notices on any App. You acknowledge that we may, from time to time, issue upgraded versions of the Apps, and we may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and you understand and acknowledge that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated into an App is covered by the applicable open source or third-party license, if any, authorizing use of such code. We or our third-party partners or suppliers retain all right, title, and interest in and to the Apps (and any copies thereof). Any attempt by you to transfer or delegate any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms, is void. We reserve all rights not expressly granted under these Terms.

20.2. iOS App. This Section 20.2 (iOS App) applies to any App you acquire from the Apple App Store (such App, "iOS App"). You and Conviction understand and acknowledge that these Terms are solely between you and Conviction, not Apple, Inc. ("**Apple**"), and that Apple has no responsibility for the iOS App or content thereof. Your access to and use of the iOS App must comply with the usage rules set forth in Apple's then-current Apple Media Services Terms and Conditions and with the applicable Volume Content Terms. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS App. In the event of any failure of the iOS App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the iOS App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be governed solely by these Terms and any law applicable to Conviction as provider of the iOS App. You and Conviction acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to: (a) product

liability claims; (b) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. You acknowledge that, in the event of any third-party claim that the iOS App, or your possession and use of that iOS App, infringes that third party's intellectual property rights, Conviction, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim, to the extent required by these Terms. You and Conviction acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms as relates to your license of the iOS App, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the iOS App against you as a third-party beneficiary thereof.

20.3. Android App. The following applies to any App you acquire from the Google Play Store (such App, "Android App"): (a) you acknowledge that these Terms are between you and Conviction only, and not Google LLC or any affiliate thereof (collectively, "Google"); (b) your access to and use of the Android App must comply with Google's then-current Google Play Terms of Service; (c) Google is only a provider of the Google Play Store where you obtained the Android App; (d) Conviction, and not Google, is solely responsible for the Android App; (e) Google has no obligation or liability to you with respect to the Android App or these Terms; and (f) you understand and acknowledge that Google is a third-party beneficiary to these Terms as they relate to the Android App.

21. Text Messaging and Calls

21.1. General. You may provide us with your telephone number as part of creating your user account or otherwise. By providing a telephone number, you consent to receiving autodialed or prerecorded calls and/or text messages from us, or on our behalf, at such telephone number. We may place such calls or send such texts to (a) help keep your user account secure through the use of multi-factor authentication ("MFA"); (b) help you access your user account if you are experiencing difficulties; and/or (c) as otherwise necessary to service your account or enforce these Terms, our policies, applicable law, or any other agreement we may have with you (including the Service Specific Terms). Part of the MFA identity-verification process may involve Conviction sending text messages containing security codes to the telephone number you provided, and you agree to receive such texts from or on behalf of Conviction.

21.2. Consent to Transactional Communications. You expressly consent and agree to Conviction contacting you using written, electronic, and/or verbal means, including manual dialing, emails, prerecorded/artificial voice messages, and/or using an automatic telephone dialing system to call or text your mobile/cellular telephone number, as necessary to complete transactions requested by you and to service your account, and as permitted by applicable law, in each case even if the phone number is registered on any United States federal and/or state Do-Not-Call/Do-Not-email registry/ies. Message and data rates apply. For purposes of clarity, the text messages described in this paragraph are transactional text messages, not promotional text messages.

21.3. Consent to Promotional Messages. Additionally, we offer you the chance to enroll to receive recurring SMS/text messages from Conviction. You may enroll to receive text messages about account-related news and alerts and/or promotional offers and marketing related to Conviction products and/or services. By enrolling in Conviction' SMS/text messaging service, you agree to receive text messages from Conviction to the mobile phone number provided by you, and you certify that such mobile number is true and accurate and that you are authorized to enroll such mobile number to receive such texts. You acknowledge and agree that the texts may be sent using an automatic telephone dialing system and that message and data rates apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider. Message frequency varies. Consent is not required as a condition of purchase. To the extent permitted by applicable law, we are not responsible for any delays upon sending or receiving text messages.

21.4. Unsubscribing From Text Messages. You may opt out from promotional and recurring transactional text messages at any time. To unsubscribe from promotional text messages, text "STOP," "QUIT," "END," "CANCEL," or "UNSUBSCRIBE" from the mobile device receiving the messages, or reply "STOP," "QUIT," "END," "CANCEL," or "UNSUBSCRIBE" to any promotional text message you receive from Conviction. You consent that following such a request to unsubscribe, you may receive one (1) final text message from or on behalf of Conviction confirming your request. For help, contact us at support@convictiontrade.ai.

22. Geographic Scope

You acknowledge that the Platform and the Platform Services and their use are intended for natural persons who are citizens or other lawful residents of the United States and who are located in the United States and that Conviction does not intend to offer any other products or services outside the United States.

Conviction does not represent or warrant that any aspect of the Platform or Platform Services, including information available from the Platform, complies with any law or regulation of any jurisdiction outside the United States.

You represent and warrant that you are a lawful resident of and located in the United States and that you have been lawfully issued by the government of the United States the social security number or tax identification number you provided when applying for any Platform Services using the account opening functionality through the Platform.

23. Additional Disclosures

23.1. General. The content on our Website and on our App has been prepared for informational purposes ONLY, and is not intended to provide, and should not be relied on for, investment, tax, legal or accounting advice. Conviction' social media posts and overall communications, including SMS messages, are for informational purposes ONLY, are not meant to be solicitations of any kind, and are not intended to provide, and should not be relied on for, investment, tax, legal or accounting or any kind of advice. Users need to do their own due diligence and decide what is a good fit for their individual circumstances. Information presented is subject to change at any time due to market, economic, regulatory or other changes. The subject matter contained herein has been derived from several sources believed to be reliable and accurate at the time of compilation, but no representation or warranty (express or implied) is made as to the accuracy or completeness of any of this information. These materials are not intended for distribution to or use by any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject Conviction to any registration or licensing requirement within such jurisdiction. The contents may not be reproduced in whole or in part or otherwise made available without the prior written consent of Conviction.

23.2. Advertiser Disclosure. As of the date of these Terms, Conviction does not participate in referral, endorsement, or third-party compensation arrangements of the type described in this Section, and does not receive compensation from third parties for recommending or featuring their products or services on the Platform. This Section is retained to describe how any such arrangements would operate if Conviction offers them in the future: messages sent by Conviction may contain links from Conviction' partners recommending products and apps, and Conviction may receive compensation if you become a client of, and/or engage with an offer from, such a partner. This may influence which products are selected for display, and how and when they appear on the Platform and in Conviction' messages. The offers shown would not include all financial services companies or all of their available products and services. When evaluating any such offer, it is your sole responsibility to review the relevant financial institution's terms and conditions and the suitability of its products with respect to your needs. Pre-qualified offers, if any, are not binding.

23.3. ; Electronic Fund Transfer Disclosures. Conviction does not currently offer mobile banking, electronic fund transfer, or similar cash-management services, and Conviction does not hold custody of client funds or securities. This Section is retained as a placeholder in case such services are offered in the future, at which time Conviction would update this Section to include the disclosures required by applicable law.

Investment Advisory Services Disclosures.

(a) Conviction is registered with the U.S. Securities and Exchange Commission as an investment adviser in reliance on the Internet Adviser Exemption under Rule 203A-2(e) of the Investment Advisers Act of 1940. Registration does not imply a certain level of skill or training.

(b) Conviction provides digital investment advisory services exclusively through its operational interactive website at convictiontrade.ai and related mobile applications. Investment advice is generated by the platform's software-based models, algorithms, and applications based on personal information each client supplies through the platform.

(c) Conviction exercises limited discretionary authority over client accounts as described in the Investment Advisory Agreement. When you approve a strategy through the platform, you authorize Conviction to make and execute investment decisions — including selecting securities, determining trade timing, and setting order parameters — without obtaining your prior approval before each transaction, subject to the strategy rules, risk limits, and restrictions you have established.

(d) Client funds and securities are held by the applicable unaffiliated broker-dealer and qualified custodian. Conviction does not have custody of client funds or securities and does not have authority to withdraw or transfer client funds to Conviction or its personnel.

(e) Conviction's investment advisory services are described in detail in its Form ADV Part 2A brochure and Form CRS (Form ADV Part 3), which are available at convictiontrade.ai or at adviserinfo.sec.gov. In the event of any conflict between these Terms and the Investment Advisory Agreement or Form ADV disclosures regarding advisory services, the Investment Advisory Agreement and Form ADV disclosures shall control.

(f) INVESTMENT ADVISORY SERVICES INVOLVE RISK, INCLUDING THE POSSIBLE LOSS OF YOUR ENTIRE INVESTMENT. PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RESULTS. Conviction DOES NOT GUARANTEE THAT ANY STRATEGY WILL BE PROFITABLE OR THAT RISK CONTROLS WILL PREVENT LOSSES. AI-GENERATED OUTPUTS MAY BE INACCURATE, BIASED, OR INCOMPLETE. YOU SHOULD CAREFULLY REVIEW ALL STRATEGY PARAMETERS AND RISK DISCLOSURES BEFORE AUTHORIZING ANY STRATEGY FOR LIVE EXECUTION.

23.4.

24. Governing Law; Jurisdiction; Agreement to Arbitrate; Class Action Waiver

Please read the following Arbitration Agreement in this Section carefully. It requires you to arbitrate disputes with Conviction and limits the manner in which you can seek relief from us.

24.1. Governing Law. These Terms and your use of the Platform and Platform Services, and any disputes directly or indirectly arising from these Terms or your use of the Platform and Platform Services, shall be governed by and construed in accordance with the laws of the State of California, consistent with the Federal Arbitration Act, without giving effect to any choice of law or conflict of law rules or provisions, whether Federal, or of the State of California or of any other jurisdiction, which would result in the application of the laws of a jurisdiction other than the State of California.

24.2. Jurisdiction. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Conviction agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state and federal courts located in San Francisco County, California. You hereby irrevocably consent and submit to the exclusive jurisdiction of such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

24.3. Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Platform or Platform Services, to any products sold or distributed through the Platform or Platform Services, or to any aspect of your relationship with Conviction, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Conviction may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

IF YOU AGREE TO ARBITRATION WITH Conviction, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST Conviction ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST Conviction IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

24.4. Arbitration. We each agree to resolve any applicable claim exclusively through binding arbitration by JAMS before a single arbitrator (the "Arbitrator"), under the JAMS Comprehensive Arbitration Rules and Procedures then

in effect (or, if JAMS is unavailable, by the American Arbitration Association pursuant to its Commercial Arbitration Rules) (the "Rules"), except as provided herein. JAMS may be contacted at www.jamsadr.com, where the Rules are available. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will control. The arbitration will be conducted in San Francisco, California.

24.5. Authority of Arbitrator. The Arbitrator, and not any federal, state or local court or agency shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Conviction. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The Arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The Arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Rules, and the Agreement (including the Arbitration Agreement). The Arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the Arbitrator is final and binding upon you and us.

24.6. WAIVER OF JURY TRIAL. YOU AND Conviction HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Conviction are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except if otherwise specified in this agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

24.7. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) a representative class or collective action for public injunctive relief may be arbitrated on a class basis, and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth above.

24.8. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Conviction, 95 Third Street, Suite 2, San Francisco, CA 94103, within 30 days after first becoming subject to this Arbitration Agreement. Alternatively, you may send an email to support@convictiontrade.ai with "30-Day Right to Opt Out" in the subject line. Your notice must include your name and address, your Conviction username (if any), the email address you used to set up your Conviction account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you, and you can still use the Platform. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

24.9. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Conviction makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to Conviction.

25. Sanctions and Export Controls

You understand and acknowledge that the Service may be subject to export control laws and regulations. You will comply with all applicable import and export and re-export control and trade and economic sanctions laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations maintained by the U.S. State Department. You represent and warrant that you are not, and that no person to whom you make the Platform Service available or that is acting on your behalf, or, if you are an

organization, that no person or entity owning 50% or more of your equity securities or other equivalent voting interests, is (a) listed on the List of Specially Designated Nationals and Blocked Persons or on any other list of sanctioned, prohibited, or restricted parties administered by OFAC or by any other governmental entity, or (b) located in, a national or resident of, or a segment of the government of, any country or territory for which the United States maintains trade or economic sanctions or embargoes or that has been designated by the U.S. Government as a "terrorist supporting" region. The foregoing restrictions are non-exclusive, and certain Platform Services may have additional restrictions, as set forth in the applicable Service Specific Terms.

26. General

26.1. Severability. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

26.2. Amendments. Conviction, in its sole discretion, has the right to make modifications to these Terms at any time and without advance notice, and will publish the modified Terms on the Platform and/or through Platform Services. Continued use of the Platform and/or Platform Services is evidence of your agreement to the modified Terms. If you do not accept the amendment(s), please immediately cease all access and of the Platform and Platform Services. For any questions as to the rights and obligations between users and Conviction, the modified Terms will prevail.

26.3. Entirety of Agreement. Our failure to enforce the strict performance of any of the provisions of these Terms or the Account Contracts will not waive our right to later enforce those provisions. These Terms, together with other Account Agreements, the Privacy Notice, and the terms governing any individual page on the Website or screen on the Application, are the entire agreement between you and us relating to the subject matter herein.

26.4. Third Party Rights.

No person or entity who is not a party to these Terms shall have any right to enforce any of these Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of these Terms.

26.5. Assignment. You cannot assign or transfer any right or obligation under these Terms without our prior written consent. We can assign or transfer any right or obligation under these Terms, in whole or in part, without your consent, subject to compliance with applicable laws. In addition, if we are acquired by or merged with a third-party entity, we reserve the right to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

26.6. Survival. Upon termination of these Terms or of your user account: (a) your license rights will terminate and you must immediately cease all use of the Platform and the Platform Services; (b) you will no longer be authorized to access your account, the Platform or the Platform Services; and (c) you must pay Conviction any unpaid amount(s) due prior to the effective date of termination. Sections 2.2, 2.3, 3, 7 through 10, 12 through 16, 18, and 21 through 26 will survive expiration or termination of these Terms.

26.7. No Waiver. No waiver of any term of these Terms will be deemed a further or continuing waiver of such term or of any other term, and our failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision.

26.8. California Residents. The provider of the Service is Conviction, 95 Third Street, Suite 2, San Francisco, CA 94103. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting it in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

26.9. Contact Us. Questions, complaints, or claims regarding the Platform or Platform Services should be directed to us at support@convictiontrade.ai.

Form ADV Part 2A

Firm Brochure

Conviction

Parachute Inc. d/b/a Conviction
95 Third Street, Suite 2, San Francisco, CA 94103
www.convictiontrade.ai
support@convictiontrade.ai
Date: July 29, 2026

This brochure provides information about the qualifications and business practices of Parachute Inc., which conducts business as Conviction (the “Firm,” “we,” “our,” or “Conviction”). Questions about this brochure may be directed to support@convictiontrade.ai. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Parachute Inc. is registered or has applied for registration as an investment adviser with the SEC in reliance on the Internet Adviser Exemption under Rule 203A-2(e). Registration as an investment adviser does not imply a certain level of skill or training.

Additional information about the Firm will be available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov after the Firm’s filing is accepted.

Item 2. Material Changes

This is the Firm's initial brochure. Accordingly, there are no material changes from a prior annual update to report.

In future annual updates, this section will summarize material changes made since the Firm's last annual brochure. The Firm may update this brochure at other times and provide clients with either the amended brochure or a summary of material changes accompanied by an offer to provide the complete brochure.

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Item 4. Advisory Business

A. Description of the Firm

Parachute Inc. is a Delaware corporation formed in May 2025 and conducts its advisory and financial-technology business under the name Conviction. Its principal office is located at 95 Third Street, Suite 2, San Francisco, CA 94103. The Firm is registered or has applied for registration with the SEC in reliance on the Internet Adviser Exemption under Rule 203A-2(e). The Firm provides digital investment advisory services at all times exclusively through its operational interactive website at convictiontrade.ai and related mobile applications, as required under Rule 203A-2(e).

The Firm's principal owners are Aria Narayan Vikram, Chief Executive Officer and Chief Compliance Officer, and Tony Yamin, President and Chief Technology Officer.

The Firm's primary business is financial technology software. The Conviction platform includes strategy creation, research, historical backtesting, stress testing, simulated or paper trading, market-data and analytics tools, risk controls, and connectivity to unaffiliated broker-dealers.

B. Advisory Services Offered

Conviction is an internet-based platform through which individual clients can describe an investment strategy in natural language, convert that strategy into explicit trading rules, evaluate the strategy using historical and simulated data, and, where available, connect the strategy to an account at a supported unaffiliated broker-dealer.

The client generally supplies the strategy thesis and core instructions, including the securities or investment universe, entry and exit conditions, position-sizing parameters, holding period, and risk limits. Conviction may ask clarifying questions, translate the client's instructions into executable rules, identify inconsistencies, present backtest diagnostics and risk warnings, and suggest parameter changes for the client's review. The client must approve the final strategy and any material change before deployment.

Conviction's investment advice is generated by the platform's software-based models, algorithms, and applications based on personal information each client supplies through the interactive website, consistent with the requirements of the Internet Adviser Exemption. No human-directed, client-specific investment advice is provided outside of the platform.

The Firm limits its current advisory services to publicly traded equity securities, exchange-traded funds, and cash or cash-equivalent positions supported by the platform and the client's broker-dealer. The Firm does not currently provide advice regarding options, futures, private funds, direct digital assets, fixed-income securities, municipal securities, variable annuities, or other derivatives.

The Firm does not provide holistic financial planning, tax preparation, legal advice, estate planning, insurance advice, or retirement-plan consulting. Conviction does not independently evaluate all of a client's assets or liabilities unless the client provides that information through the platform.

C. How Services Are Tailored to Clients

At or before account activation, the Firm expects clients to provide information concerning their investment objective, time horizon, risk tolerance, investment experience, liquidity needs, financial circumstances, and any investment restrictions. Clients also define or approve strategy-specific parameters through the Conviction interface.

Depending on the available features and the client's selections, restrictions and guardrails may include allowed securities, maximum position size, maximum portfolio or sector exposure, daily loss limits, stop-loss and take-profit levels, holding-period limits, trading frequency, cooldown periods, event or earnings blackouts, whether short sales or leverage are permitted, and whether each order requires client approval before submission.

Conviction's analysis is limited by the information the client provides. The Firm does not ordinarily consider a client's outside holdings, tax lots, employee stock compensation, household assets, retirement accounts, debt, insurance coverage, estate plan, or tax situation unless those facts are supplied and incorporated into the strategy. Clients are responsible for keeping their information and restrictions current.

D. Wrap Fee Programs

The Firm does not sponsor, manage, or participate in a wrap fee program.

Item 5. Fees and Compensation

A. Fee Schedule

At launch, the Firm expects to charge monthly subscription fees ranging from approximately $[X] to $[Y] per month depending on the service tier selected. The exact fee schedule will be disclosed to each client before enrollment and in

the client advisory agreement. The Firm will update this brochure promptly upon finalizing its fee schedule. Applicable billing terms and any promotional, cancellation, or refund terms will also be disclosed to each client before enrollment and in the client advisory agreement. At launch, the Firm will not charge a percentage of assets under management, hourly fees, commissions, or performance-based fees.

B. Fee Collection

Monthly subscription fees will be paid separately from assets held in the client's brokerage account through the payment method made available on the Conviction platform. The Firm does not have the authority to deduct advisory fees from client brokerage accounts and will not deduct subscription fees from client assets held by any broker-dealer or custodian.

C. Other Fees and Expenses

The Firm's subscription fee is separate from charges imposed by broker-dealers, custodians, exchanges, funds, market-data providers, banks, or tax authorities. Depending on the account and the client's activity, a client may pay brokerage commissions, regulatory or transaction fees, bid-ask spreads, margin interest, wire or transfer fees, exchange or data fees, taxes, and the internal expenses of ETFs or other investment products. These charges are not paid to the Firm unless specifically disclosed in writing.

D. Prepaid Fees and Refunds

The Firm does not require or solicit the prepayment of more than $1,200 in fees six months or more in advance. Any prepaid subscription fee and refund rights will be governed by the client agreement and disclosed before the client subscribes.

E. Compensation for Sales of Securities

Neither the Firm nor its personnel receive commissions or other compensation for the sale of securities or other investment products.

Item 6. Performance-Based Fees and Side-by-Side Management

The Firm does not charge fees based on a share of capital gains or capital appreciation and does not engage in side-by-side management of performance-fee and non-performance-fee accounts.

Item 7. Types of Clients

The Firm's services are designed primarily for natural persons, including retail investors, who use the Conviction platform and, when applicable, connect an account maintained at a supported unaffiliated broker-dealer. The Firm does not currently offer advisory services to investment companies, pooled investment vehicles, pension plans, charitable organizations, government entities, other investment advisers, insurance companies, banks, or institutional clients.

The Firm generally requires a minimum of $10 to open a live managed account through the platform, although a client's broker-dealer or custodian, or a particular strategy may independently require a minimum amount of funds. Any additional Firm-imposed minimum, minimum trade size, or other requirement will be disclosed before enrollment.

Item 8. Methods of Analysis, Investment Strategies and Risk of Loss

A. Methods of Analysis and Investment Strategies

Conviction uses software, statistical techniques, machine-learning models, and large language models to translate client instructions into strategy rules and to analyze investment ideas. Depending on the client's strategy, the platform may use daily or intraday price and volume data; technical indicators; company fundamentals; earnings information; news; SEC filings such as Forms 8-K, 10-K, and 10-Q; insider transactions reported on Form 4; institutional holdings reported on Form 13F; and market-regime measures.

The Firm uses artificial intelligence, including large language models ("LLMs"), to interpret client instructions, generate strategy rules, and analyze market data. These models may produce outputs that are inaccurate, biased, incomplete, or difficult to explain. The Firm does not guarantee the accuracy of any AI-generated output and clients should carefully review all strategy parameters before deployment.

The platform may calculate or use indicators such as moving averages, relative strength index, moving average convergence/divergence, Bollinger Bands, momentum, rate of change, volatility, volume, VWAP, and opening-range measures. It may also evaluate qualitative events such as earnings surprises, management or governance changes, material agreements, acquisitions, financial distress, capital actions, auditor changes, and other public disclosures.

Strategies may be quantitative, qualitative, event-driven, momentum-oriented, mean-reverting, trend-following, fundamental, or a combination of these methods. The client determines or approves the strategy logic. Conviction may screen or rank securities within a client-approved universe and may use backtesting, stress testing, regime comparisons, and diagnostics to evaluate the strategy.

Historical backtests are simulations. They may incorporate assumptions concerning data availability, order timing, fill prices, transaction costs, slippage, corporate actions, liquidity, and market hours. Paper trading is also simulated and does not establish how a strategy will perform with real money. The Firm does not represent or guarantee that any strategy will be profitable, that risk controls will prevent losses, or that historical or simulated results will be repeated.

Investing involves risk of loss, including the possible loss of the entire amount invested. Clients should be prepared to bear that loss.

B. Material Risks

The following risks are material to the Firm's services. This list is not exhaustive, and several risks may occur at the same time.

- **Market Risk.** Security prices and the market as a whole may decline rapidly or remain depressed for extended periods. Market movements may be caused by economic conditions, interest rates, inflation, geopolitical events, regulatory changes, issuer-specific developments, or events that are not readily explainable.
- **Loss of Principal.** A client can lose some or all of the money committed to a strategy. Stop-losses, diversification, and other controls do not eliminate this risk.
- **Concentration Risk.** A strategy focused on a small number of securities, an industry, a factor, a theme, or a market event may be more volatile and may suffer larger losses than a diversified portfolio.
- **Liquidity and Volatility Risk.** A security may be difficult to buy or sell at the expected price, particularly during volatile markets, outside normal market hours, or when trading volume is low. Small- and mid-cap securities may present greater liquidity and volatility risk.
- **Issuer and Business Risk.** An issuer may experience operational, financial, competitive, governance, accounting, litigation, or regulatory problems that reduce the value of its securities.
- **Timing and Gap Risk.** Prices may move between the time a signal is generated and the time an order is submitted or executed. A security may open or trade through a stop level, causing a loss larger than the intended limit.
- **Frequent-Trading Risk.** High turnover can increase transaction costs, taxes, spreads, and execution errors and can reduce or eliminate returns.
- **Tax Risk.** Trading can create taxable gains, short-term gains, wash sales, and other tax consequences. Conviction does not provide tax advice and may not know about transactions in outside accounts.
- **Regulatory Risk.** Changes in securities, brokerage, data, privacy, artificial-intelligence, or other laws and rules may affect the availability, cost, or operation of the service or a strategy.

Technology, AI, Data, and Trading-System Risks

- **Client Instruction and Prompt Risk.** Natural-language instructions can be incomplete, ambiguous, internally inconsistent, or misunderstood. The strategy produced by the platform may not reflect the client's actual intent.
- **AI and Model Risk.** Machine-learning and large language models can generate inaccurate, biased, incomplete, or unsupported outputs. A model may misclassify an event, misread a filing, select an inappropriate parameter, or fail in a market condition not represented in its training or test data.
- **Translation and Code Risk.** Errors can occur when a client's strategy is converted into executable rules or code. A defect may cause an order to be missed, duplicated, delayed, or submitted with an incorrect symbol, side, quantity, price, or timing.
- **Data Quality and Availability Risk.** Third-party data may be incorrect, incomplete, stale, delayed, adjusted improperly, or unavailable. News, filings, fundamentals, prices, corporate actions, and timestamps can contain errors or arrive after a trading decision should have been made.
- **Backtesting and Overfitting Risk.** A strategy may appear successful because it was fitted to historical noise, tested repeatedly, or evaluated using information that would not have been available at the time. Look-ahead bias, survivorship bias, selection bias, data snooping, and unrealistic execution assumptions can materially overstate results.
- **Hypothetical-Performance Risk.** Backtested, stressed, and paper-trading results do not reflect actual trading, market impact, emotions, liquidity constraints, taxes, or all transaction costs. Hypothetical results generally benefit from hindsight.

- **Regime-Change Risk.** Relationships observed historically may break down. A strategy designed for one volatility, interest-rate, liquidity, or economic regime may fail when conditions change.
- **Execution, Slippage, and Latency Risk.** Orders may execute at prices that differ from model assumptions because of market movement, latency, partial fills, spreads, queue position, halts, or broker order-handling practices.
- **Broker and API Dependency Risk.** Live or paper trading depends on unaffiliated broker-dealers, clearing firms, exchanges, data vendors, internet connectivity, and application programming interfaces. Outages, rate limits, maintenance, rejected orders, account restrictions, or changes to third-party systems can prevent or delay trading.
- **Risk-Control Failure.** Position limits, stop-losses, take-profits, drawdown controls, earnings blackouts, cooldowns, and other guardrails can be configured incorrectly, fail to trigger, trigger late, or be unavailable during an outage or market gap.
- Trade-Workflow Risk. Under the Firm's discretionary model, Conviction uses rule-based automated execution after a client approves a strategy. An order may be missed, duplicated, delayed, or submitted incorrectly because of software, integration, configuration, or communication errors.
- Oversight Risk. Human monitoring may not identify every data, model, strategy, or system error in real time, and intervention may be delayed or ineffective.
- **Cybersecurity and Privacy Risk.** Cyberattacks, credential theft, malware, prompt injection, unauthorized API access, vendor breaches, or operational mistakes may expose data, disrupt the service, or lead to unauthorized activity.
- **Third-Party AI and Vendor Risk.** The Firm relies on third-party models, data, cloud, brokerage, and software providers. The Firm may not be able to inspect all underlying systems or prevent a provider from changing, degrading, or discontinuing a service.
- **Explainability Risk.** Some model outputs may be difficult to explain fully. An explanation presented by the platform may simplify or fail to capture the actual factors that influenced an output.
- **SEC Filing and News Interpretation Risk.** Public filings and news can be complex, delayed, amended, or ambiguous. Automated extraction or interpretation may omit context or treat immaterial information as significant.

Risks of Securities Currently Supported

- **Common Stock Risk.** Common stocks can lose value because of market, industry, or issuer-specific developments. Shareholders are generally paid after creditors in a liquidation and may lose their entire investment.
- **Large-Capitalization Stock Risk.** Large companies may grow more slowly, may be less responsive to changing conditions, and may underperform smaller companies or other market segments.
- **Small- and Mid-Capitalization Stock Risk.** Smaller companies may have limited product lines, management depth, financial resources, analyst coverage, and trading liquidity. Their securities may be more volatile.
- **ETF Risk.** An ETF is subject to the risks of its underlying holdings and may trade at a premium or discount to net asset value. Tracking error, fund expenses, concentration, liquidity, market closure, and creation or redemption disruptions can reduce returns.
- **Cash and Cash-Equivalent Risk.** Cash and cash equivalents may lose purchasing power because of inflation and may earn less than other investments. A bank or money-market product can also have credit, liquidity, or coverage limitations.
- **Registration Basis Risk.** The Firm relies on the Internet Adviser Exemption under Rule 203A-2(e) of the Investment Advisers Act of 1940 as its sole basis for SEC registration. If the Firm fails to maintain an operational interactive website at all times, provides human-directed client-specific investment advice outside of the platform, or otherwise ceases to satisfy the conditions of the exemption, the Firm could lose its basis for SEC registration. In such event, the Firm would be required to withdraw its SEC registration and register with one or more state securities authorities, which could disrupt advisory services or require changes to the Firm's business model.
- **No Operating History Risk.** The Firm was formed in May 2025 and, as of the date of this brochure, has no regulatory assets under management and no advisory client accounts. The Firm's platform has not been tested in live market conditions, and there is no historical performance data or operating track record against which to evaluate the Firm's services. Clients should consider the risks associated with relying on a newly formed adviser with an unproven platform.
- **Key Person Risk.** The Firm currently has two principal owners and officers: Aria Narayan Vikram (CEO and CCO) and Tony Yamin (President and CTO). The Firm's operations, compliance oversight, and technology development depend substantially on the continued involvement of these two individuals. The departure, incapacity, or unavailability of either principal could materially impair the Firm's ability to operate the platform, service client accounts, or maintain compliance with applicable regulations.

- **Limited Scope of Advisory Services Risk.** Conviction does not provide holistic financial planning, tax advice, estate planning, insurance advice, or retirement-plan consulting. The platform does not ordinarily consider a client's outside holdings, tax situation, household assets, retirement accounts, debt, insurance coverage, or estate plan unless that information is specifically provided. A client may make suboptimal investment decisions because the Firm's advice does not account for the client's complete financial picture. Clients should consider consulting additional professionals for comprehensive financial, tax, and legal advice.
- **Conflicts of Interest Risk.** The Firm's subscription-based fee model creates an incentive for the Firm to retain clients, encourage continued use of the platform, and potentially promote higher-priced subscription tiers. Because advisory services are delivered through proprietary technology, the Firm also has an incentive to recommend or prioritize its own platform and strategies rather than alternatives available outside Conviction. These conflicts are addressed through disclosure, consistent subscription terms, client controls, compliance oversight, and by not receiving commissions or compensation for the sale of securities.
- **Third-Party Broker-Dealer Failure Risk.** Client assets are held by an unaffiliated supported broker-dealer or qualified custodian — not by the Firm. If a supported broker-dealer experiences financial distress, regulatory action, insolvency, or operational failure, clients' access to their accounts, ability to trade, or ability to withdraw funds could be delayed or impaired. Client brokerage accounts may be protected by the Securities Investor Protection Corporation (SIPC) up to applicable limits, but SIPC coverage does not protect against market losses, and coverage limits may not cover all assets in a client's account.
- **SIPC and Insurance Coverage Limitations Risk.** Client brokerage accounts held at a Supported Broker are generally protected by SIPC, which covers up to $500,000 per customer (including up to $250,000 in cash claims) in the event of a broker-dealer's failure. SIPC does not protect against declines in the market value of securities. Additional excess-of-SIPC coverage may be available depending on the client's broker-dealer. Cash or cash-equivalent positions may or may not be covered by FDIC insurance depending on the broker-dealer's sweep arrangements. Clients should review the terms of their brokerage account for details regarding applicable protections.
- **Algorithmic Bias and Fairness Risk.** The Firm's algorithms and machine-learning models may systematically favor, disfavor, or produce different outcomes for certain investment strategies, market conditions, client profiles, or security types in ways that are difficult to detect or correct. Historical data used to train or test models may reflect biases present in the markets or data sources. The Firm monitors for potential algorithmic bias but cannot guarantee that all forms of bias will be identified or eliminated.
- **Inflation and Interest Rate Risk.** Changes in inflation expectations or interest rates can affect the value of equity securities and ETFs held in client accounts. Rising interest rates may reduce the present value of future cash flows and cause broad declines in equity valuations. Inflation may erode the purchasing power of investment returns. Strategies that do not account for macroeconomic factors such as interest rates or inflation may underperform in certain environments.

Item 9. Disciplinary Information

The Firm is required to disclose legal or disciplinary events that are material to a client's evaluation of the Firm's advisory business or the integrity of its management. The Firm and its management have no disciplinary events required to be disclosed in this brochure.

Item 10. Other Financial Industry Activities and Affiliations

The Firm is not a broker-dealer, municipal securities dealer, futures commission merchant, commodity pool operator, commodity trading adviser, bank, trust company, insurance company or agency, accountant, law firm, pension consultant, real estate broker, or sponsor of pooled investment vehicles. The Firm does not have a related person engaged in any of those financial-industry businesses.

The Firm's primary business, conducted under the Conviction name, is financial technology software, including strategy creation, research, backtesting, simulated trading, market data, analytics, risk controls, and connectivity to unaffiliated broker-dealers. This software business is closely related to, and shares technology and personnel with, the Firm's proposed digital advisory business. The Firm does not currently sell unrelated products or services to advisory clients.

Aria Narayan Vikram serves as Chief Executive Officer and Chief Compliance Officer. Tony Yamin serves as President and Chief Technology Officer. Neither is known to be registered with or employed by a broker-dealer, futures firm, insurance agency, bank, law firm, accounting firm, or other investment adviser.

Item 11. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

A. Code of Ethics and Personal Trading

The Firm has adopted a Code of Ethics designed to require supervised persons to act in clients' best interests, protect confidential information, avoid misuse of material nonpublic information, disclose conflicts, and comply with applicable securities laws. The Code addresses personal securities transactions, insider trading, gifts and entertainment, outside business activities, and reporting and review of personal holdings and transactions. A copy of the Code of Ethics is available to any client or prospective client upon request by contacting the Firm at support@convictiontrade.ai or (917) 801-7970.

The Firm's personnel may buy or sell for their own accounts the same securities that are included in a client-defined strategy or analyzed through Conviction. This creates a potential conflict because personnel could trade before, at the same time as, or after a client. The Firm's policies prohibit front-running, misuse of client information, and trading on material nonpublic information and require review of personal trading for compliance with the Code.

B. Participation or Interest in Client Transactions

The Firm does not recommend that clients buy or sell securities in which the Firm or a related person has a material financial interest as issuer, sponsor, general partner, or principal. The Firm does not engage in principal transactions or agency cross transactions with client accounts.

Item 12. Brokerage Practices

A. Selection of Supported Broker-Dealers

The Firm does not hold client assets or execute trades as a broker-dealer. Clients maintain their brokerage accounts directly with one or more supported unaffiliated broker-dealers or qualified custodians. The Firm may add, suspend, or discontinue supported broker integrations in the future after appropriate review and disclosure.

In determining which broker-dealers the platform supports, the Firm may consider financial strength, regulatory status, custody arrangements, execution quality, commissions and fees, order types, available securities, account protections, API reliability and security, data access, customer service, and compatibility with Conviction. Supporting a broker does not guarantee that the broker will provide the best execution for every order or client.

The Firm has a duty to seek best execution for client transactions. In evaluating whether best execution is being provided, the Firm considers factors including execution quality, commission rates, the range of services provided, and the reliability of the broker-dealer's technology and API integrations.

The Firm will disclose any material partnership, revenue-sharing arrangement, referral fee, account-opening incentive, data or API credit, sponsorship, or other economic benefit involvingSupported Broker, if applicable. The availability of a broker integration does not constitute a guarantee or endorsement of that broker's services.

B. Research and Other Soft-Dollar Benefits

The Firm does not currently receive soft-dollar research or brokerage services in exchange for directing client transactions to a broker-dealer.

C. Brokerage for Client Referrals

The Firm does not currently receive client referrals or referral compensation from a broker-dealer in exchange for recommending, supporting, or directing clients to that broker-dealer.

D. Directed Brokerage and Platform Limitations

A client selects and maintains the client's own account with a Supported Broker. Any live-trading functionality offered through Conviction will operate only through supported integrations. This limitation may prevent a client from obtaining a more favorable price, lower fee, different order type, or other execution feature available through another broker-dealer. The Firm will periodically evaluate the execution and operational quality of supported broker relationships.

E. Order Aggregation

The Firm does not currently intend to block trade or aggregate client orders. At launch, Conviction will submit each live order separately to the applicable client's brokerage account. Separate submission may result in clients receiving different execution prices for the same security or signal.

Item 13. Review of Accounts

Conviction performs automated monitoring of active strategies, data feeds, broker connections, and configured risk limits. The system may generate alerts concerning rejected orders, connection failures, unusual activity, drawdowns, exposure limits, or other exceptions. Automated monitoring does not guarantee that an error or loss will be detected or prevented.

The Firm reviews client profile information and the continued suitability of an advisory relationship at least annually and on a more frequent basis as circumstances warrant. Additional reviews may be triggered by a client request, a material change to a strategy, a significant market or economic event, a system or model issue, unusual trading activity, a compliance alert, or a material change in the client's stated circumstances. The Chief Compliance Officer, Aria Narayan Vikram, is responsible for overseeing client account reviews, with technical support from Tony Yamin and other supervised persons.

Clients are responsible for promptly updating their profile, brokerage status, restrictions, financial circumstances, and risk tolerance and for reviewing trade confirmations and account statements sent directly by their broker-dealer.

Item 14. Client Referrals and Other Compensation

The Firm does not currently compensate any person for client referrals, receive compensation from any person for referring clients or supporting a particular broker-dealer or investment product, or use testimonials, endorsements, or third-party ratings in its marketing. If the Firm begins using testimonials, endorsements, or third-party ratings, it will comply with the requirements of Rule 206(4)-1 under the Investment Advisers Act of 1940 and will update this brochure accordingly.

Item 15. Custody

The Firm does not have physical custody of client funds or securities and does not act as a qualified custodian. Client assets will be held by a Supported Broker or other qualified custodian supported in the future. Any brokerage or API permissions offered through Conviction will be limited to the functionality disclosed in the client agreement and will not permit the Firm to withdraw or transfer client funds or securities to the Firm or its personnel. The Firm does not have custody of client assets as defined under Rule 206(4)-2 under the Investment Advisers Act of 1940.

Clients receive confirmations and account statements directly from their broker-dealer or custodian and should review them carefully. The Firm does not currently deduct subscription fees from client brokerage accounts.

Item 16. Investment Discretion

The Firm accepts limited discretionary authority over client accounts. When a client approves a strategy through the Conviction platform, the client authorizes the Firm to make and execute investment decisions—including selecting securities, determining trade timing, and setting order parameters—without obtaining the client's prior approval before each transaction, subject to the strategy rules, risk limits, and restrictions the client has established.

Discretionary authority is granted by the client in the investment advisory agreement and the associated brokerage authorization. Clients may impose reasonable restrictions on the Firm's discretionary authority, including restrictions on specific securities or types of securities, position sizes, trading frequency, and other parameters, which the client may set or modify through the platform interface.

The Firm's discretionary authority is limited to the execution of the client-approved strategy within the parameters and guardrails the client has configured. The Firm does not have authority to withdraw or transfer client funds or securities to the Firm or its personnel, change the client's custodian without authorization, or trade outside the scope of the client's approved strategy and brokerage authorization.

Clients who wish to retain approval authority over each individual transaction before execution may do so by enabling the manual approval setting in the platform, if available.

Item 17. Voting Client Securities

The Firm does not accept authority to vote client proxies. Clients are responsible for voting proxies and making elections relating to mergers, tender offers, reorganizations, bankruptcies, class actions, and other corporate actions. Proxy materials and corporate-action notices are expected to be delivered directly by the client's broker-dealer, custodian, transfer agent, or issuer. The Firm does not provide advice regarding how a client should vote a proxy or make a corporate-action election.

Item 18. Financial Information

The Firm is not required to provide a balance sheet because it does not require or solicit prepayment of more than $1,200 in fees six months or more in advance and does not have a financial condition that impairs its ability to meet contractual commitments to clients. The Firm has not been the subject of a bankruptcy petition during the past ten years.

The Firm's privacy policy, as required under Regulation S-P, is provided to clients separately and describes how the Firm collects, uses, and protects client personal information.

The Firm has adopted a business continuity plan to address events that could significantly disrupt its operations. In the event of a significant business disruption, clients may contact the Firm at support@convictiontrade.ai for further information.

Form ADV Part 3 – Client Relationship Summary

July 28, 2026

Parachute Inc. d/b/a Conviction

Parachute Inc., doing business as Conviction ("Conviction," "we," "us," or "our"), is registered or seeking registration with the SEC as an internet investment adviser under Rule 203A-2(e) under the Investment Advisers Act of 1940. We provide digital investment advisory services through convictiontrade.ai. Brokerage and investment advisory services and fees differ, and it is important for you to understand the differences. This document summarizes our services, fees, conflicts of interest, and standards of conduct. Free and simple tools are available at Investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisers, and investing.

What investment services and advice can you provide me?

Conviction offers portfolio management services to retail investors through an interactive website that uses artificial intelligence trading agents ("AI Agents"). You can describe an investment strategy in natural language; Conviction can convert the instructions into strategy rules, backtest and stress test the strategy, monitor relevant market and account information, and, when enabled for a live advisory account, submit transactions through an unaffiliated broker-dealer. For a live advisory account, you authorize us in the investment advisory agreement to make and execute investment decisions – including selecting securities, determining trade timing, and setting order parameters – without obtaining your approval before each transaction, subject to the strategy rules, risk limits, and restrictions you have established through the platform. You may impose reasonable restrictions on our discretionary authority and may enable manual approval of individual transactions if that feature is available. Conviction provides advice only with respect to the limited types of investments and broker-connected accounts supported by the platform; we do not currently offer options trading.

You may select or restrict the strategy, supported securities, risk level, allocation, amount invested, position-size limits, stop-loss or take-profit rules, leverage or shorting permissions, event blackouts, and whether human approval is required before live execution. You may pause, modify, replace, or terminate a deployed strategy. While a strategy is active, Conviction monitors the strategy conditions and account information and may rebalance or trade according to the strategy and your limits. We conduct an account review at least annually. We generally require a minimum of $10 to use a live managed account. More information is available in Items 4 and 7 of our Form ADV Part 2A brochure.

Key Questions to Ask

- Given my financial situation, should I choose an investment advisory service? Why or why not?
- How will you choose investments to recommend to me?
- What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?

What Fees Will I Pay?

We charge recurring subscription fees for access to Conviction's advisory services. The subscription amount, billing frequency, any trial or promotional terms, and cancellation terms will be disclosed before enrollment and in your investment advisory agreement. We expect to charge monthly subscription fees. The specific fee amounts have not yet been finalized. We do not currently charge a percentage of assets under management, performance-based fees, commissions, or transaction-based advisory compensation.

You may also pay fees and expenses charged by unaffiliated broker-dealers, custodians, exchanges, market-data providers, or the investments in your account. These amounts are separate from our subscription fee and are not paid to Conviction unless specifically disclosed. You will pay fees and costs whether you make or lose money on your investments, and they will reduce your investment returns over time. Please make sure you understand the fees and costs you will pay.

Key Questions to Ask

- Help me understand how these fees and costs might affect my investments. If I give you $10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

What Are Your Legal Obligations to Me When Acting as My Investment Adviser? How Else Does Your Firm Make Money and What Conflicts of Interest Do You Have?

When we act as your investment adviser, we have to act in your best interest and not put our interests ahead of yours. At the same time, the way we make money and operate our platform creates conflicts with your interests. You should understand and ask us about these conflicts because they can affect the advice and services we provide.

Subscription fees create an incentive for us to retain clients, encourage continued use of Conviction, and potentially promote a higher-priced subscription tier. Because our advisory service is delivered through proprietary Conviction technology and AI Agents, we also have an incentive to recommend or use our own platform and strategies rather than alternatives available outside Conviction. We address these conflicts through disclosure, consistent subscription terms, client controls, risk limits, compliance oversight, and by not receiving commissions or compensation for the sale of securities or other investment products.

Conviction supports connections with selected unaffiliated broker-dealers and may receive integration, execution, custody, reporting, technology, data, or support services from them. The Firm does not currently receive any compensation, revenue sharing, or economic benefits from supported broker-dealers. If such arrangements are established, they will be disclosed. This can create an incentive to support or recommend a broker based partly on the quality of its integration, service, or commercial relationship with us rather than solely on cost. Clients remain responsible for reviewing the broker's terms, fees, execution practices, and account statements. Please review Items 4, 9, 12, and 14 of our Form ADV Part 2A brochure for additional information about our services and conflicts.

Key Questions to Ask

- How might your conflicts of interest affect me, and how will you address them?

How Do Your Financial Professionals Make Money?

Our financial professionals may receive salary and equity compensation, including ownership interests, stock, or stock options. Equity compensation creates an incentive to increase Conviction's value, subscriptions, and use. Our professionals do not receive commissions, transaction-based compensation, or performance fees for advisory accounts.

Do You or Your Financial Professionals Have Legal or Disciplinary History?

No. Neither the Firm nor its financial professionals have reportable legal or disciplinary history. Visit Investor.gov/CRS for a free and simple search tool to research Conviction and our financial professionals.

Key Questions to Ask

- As a financial professional, do you have any disciplinary history? For what type of conduct?

Additional Information

For more information about our investment advisory services or to request the most current version of this relationship summary, visit convictiontrade.ai, email support@convictiontrade.ai. You can find our Form ADV brochure and brochure supplements at adviserinfo.sec.gov or by visiting convictiontrade.ai. Your primary firm contact is Aria Vikram, Chief Executive Officer and Chief Compliance Officer.

Key Questions to Ask

- Who is my primary contact person? Is this person a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?