



WEALTHWATCH
ADVISORS

Disclosures & Fee Supplement

Required for accounts invested in:

Aphorio Carter Critical Infrastructure Fund II

January 20, 2026

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Disclosures & Acknowledgements

The purpose of this agreement is to clarify the understanding and agreement between Advisors and Clients regarding the Aphorio Carter Critical Infrastructure Fund II ("the Fund") offered by Aphorio Carter Critical Infrastructure Fund II and pertinent information.

Prior to recommending or initiating an investment into the Fund, the Advisor and Client both agree that they have a full understanding of the Fund and its unique objectives. An educational overview was provided directly to the Client by the Advisor, through the Aphorio Carter Critical Infrastructure Fund II branded marketing materials and/or by a support staff member at Aphorio Carter Critical Infrastructure Fund II. The Client and Advisor understand and agree upon the understanding, investor benefits and risks, eligibility, etc., of the Fund, including but not limited to the following statements contained in this form as well as in the Aphorio Carter Critical Infrastructure Fund II materials which have been provided.

The Client agrees that they understand the accredited investor criteria, meet said criteria, and have provided sufficient documentation to their Advisor and to Aphorio Carter Critical Infrastructure Fund II to confirm their accredited status, prior to investing in the Fund. The Client understands that neither their Advisor, Aphorio Carter Critical Infrastructure Fund II, nor Wealth Watch Advisors staff is policing or verifying the validity of the Client's accredited investor status prior to initiating an investment into the Fund and guiding them through the investment process, beyond confirmation of the following:

I hereby represent to Wealth Watch Advisors and attest that I am an accredited investor as defined and set forth by the US Securities and Exchange Commission ("SEC") in Rule 501 of Regulation D, as I meet one or more of the following criteria.

Check all that apply:

- ☐ I am a natural person with a gross individual income exceeding \$200,000 in each of the two most recent years or joint income with a spouse or partner exceeding \$300,000 for those years.
- ☐ I am a natural person with a net worth, either individually or jointly with my spouse or partner, excluding my primary residence, of \$1,000,000 or more.
- ☐ I am a natural person who has a reasonable expectation of the same income level in the current year.
- ☐ I am a natural person who holds in good standing one or more professional certifications, designations, or credentials from an accredited educational institution that the US Securities and Exchange Commission has designated as qualifying, such as Series 7, Series 65, or Series 82 license.
- ☐ The investor is an entity (corporation, partnership, LLC, trust) with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Fund.
- ☐ The investor is an entity (corporation, partnership, LLC, trust) in which all equity owners are accredited investors.

The Client verifies that they have provided their Advisor with sufficient documentation and/or representations to confirm their accredited investor status as indicated above. Documentations and/or representations are included but are not limited to:

- Financial statements, tax returns, or other records confirming income or net worth (if applicable);
- Evidence of professional certifications or licenses (if applicable);
- Written confirmation from a licensed attorney, certified public accountant, registered investment adviser, or broker-dealer attesting to the Investor's accredited status (if applicable);

The Client and Advisor understand that Aphorio Carter Critical Infrastructure Fund II has their own third-party software outside of Wealth Watch Advisors back-office software that is used to facilitate components of managing the Fund.

The Client and the Advisor understand that Aphorio Carter Critical Infrastructure Fund II offers multiple different Custodial options to their clients, and that while Aphorio Carter Critical Infrastructure Fund II does not require that Charles Schwab custody a Client's Fund investment, Wealth Watch Advisors does require that Charles Schwab is used as the Custodian. Any Advisor registered under Wealth Watch Advisors may not recommend or provide advice to a Client regarding the Fund if held outside of Charles Schwab or offered through a channel outside of Wealth Watch Advisors' discretion.

The Client and the Advisor understand there is a minimum investment requirement in order to invest in the Fund that can be found as advertised on Aphorio Carter Critical Infrastructure Fund II's materials or internally inside the Wealth Watch Advisors systems.

The Client and Advisor understand and agree that the initial investment and earnings are inaccessible and otherwise "locked up" for a minimum period of the number of years listed on Aphorio Carter Critical Infrastructure Fund II's Fund marketing materials. The lock-up period is determined and enforced by Aphorio Carter Critical Infrastructure Fund II. Attempting to liquidate a portion or all of the investment before this period has elapsed could be financially damaging to the Client. Such damages may include loss of principal investment, penalties, transaction charges by Charles Schwab, additional tax liabilities that would otherwise not be incurred, and the like.

The Client and Advisor understand that cash must be available in the Schwab account housing the Fund in order to cover the monthly fees charged by Wealth Watch Advisors. Cash may not be raised by selling the Fund to cover fees and therefore cash must be provided by other means. The Client may be called upon to add cash into the Schwab account a number of ways, including a check, ACH or wire deposit direct from an outside bank account, by sale of an in-kind position that may also be present within the same Schwab account, or by quarterly income distributions from the Fund deposited into the Schwab account by Aphorio Carter Critical Infrastructure Fund II. Wealth Watch Advisors staff will manage and generate cash for billing inside the Schwab account without involvement from the Client or the Advisor whenever possible.

The Client and the Advisor understand and agree that if sufficient cash is not available within the Schwab account to cover monthly Wealth Watch fees at the time of the billing cycle, the account will not be in good standing and creates a compliance risk with Wealth Watch Advisors. The Client and/or Advisor are



required to resolve any cash shortage issues within 5 business days when called upon by Wealth Watch Advisors staff.

The Client and the Advisor have taken reasonable steps to verify the Investor's accredited status in accordance with Rule 506(c) of Regulation D, where applicable, and believes in good faith that the Investor qualifies as an Accredited Investor as of the date of this letter. This verification is provided solely for the purpose of the Investor's participation in the Fund and does not constitute legal or financial advice.

All Client accounts invested in the Fund are required to trade in a separate and standalone account at Schwab that is not comingled with any other model management or excluded equity holdings.

Fee Schedule Supplement

This Agreement establishes a lower than standard fee on all Client accounts invested in the Fund. Any client account invested in said fund is subject to a maximum annual management fee of 1.25% and a minimum annual management fee of .50%.

The maximum and minimum fees unique to this specific investment are outside of the standard maximum and minimum fees for all other available investment models. Any client account not invested in Aphorio Carter Critical Infrastructure Fund II is subject to the standard maximum annual management fee of 1.95% and the corresponding minimum annual management fee of 0.77%.

All Client accounts invested in the Fund do not qualify for the Wealth Watch Advisors Fee Discounts outlined in Section 3 of the Firm Brochure ADV Part 2A and Attachment A Fee Schedule of the Investment Advisory Agreement due to the already lower costs associated with the investment.

Clients and Advisors are always required to sign the standard Investment Advisory Agreement to invest in an account under Wealth Watch Advisors, with the overall fee listed constrained by the standard maximum and minimum fee as described above. The details and conditions outlined within the Investment Advisory Agreement always apply to every client account. This Fee Schedule Supplement shall serve only as an addendum to the Investment Advisory Agreement, with any updates herein being exclusively connected to the allowable fees associated with accounts specifically invested in the Fund and is required for any account invested in the Fund. The fee schedule within the Investment Advisory Agreement will establish a fee schedule for all household client accounts not invested in the Fund. Accounts that are not associated with Aphorio Carter Critical Infrastructure Fund II will not be eligible for a lower fee beyond the standard minimum.

In accordance with Section 8 of the Investment Advisory Agreement, the annual fees charged to the Client's Account will be based on a percentage of assets under management held in the Client's Account. The Advisor relies upon the Custodian for the asset valuation. For services described in this Agreement, the total fees charged to a Client's Account shall not exceed 125 basis points (1.25%). The total fee is:

Overall fee* selected by the Advisor for the Aphorio Carter Critical Infrastructure Fund II account:

**All assets within underlying account(s) that are invested in Aphorio Carter Critical Infrastructure Fund II will be billed at the total rate listed above.*



Aphorio Carter Critical Infrastructure Fund II may also charge internal fees, as disclosed inside Aphorio Carter Critical Infrastructure Fund II's materials, which are separate and distinct from the above fees and the client has been made aware of before purchasing the Fund. The above fees are separate and distinct from brokerage commissions, transaction fees, and other related costs and expenses. All fees are negotiable at the discretion of Wealth Watch Advisors, Inc.

Client Signature(s)

I acknowledge that I have read, understand, and agree with all terms within each of the four pages of this legally binding document.

<i>Client Printed Name</i>	<i>Client Signature</i>	<i>Date Signed</i>
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<i>Client Printed Name</i>	<i>Client Signature</i>	<i>Date Signed</i>
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Investment Advisor Representative "IAR" Signature

I acknowledge that I have read, understand, and agree with all text within each of the four pages of this legally binding document. I hereby agree to act in accordance with all sections of this agreement, the WWA ADV 2B, and in a fiduciary capacity.

<i>IAR Printed Name</i>	<i>IAR Signature</i>	<i>Date Signed</i>
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Wealth Watch Advisors, Inc. Signature

William Gastl

<i>Chief Operating Officer, Wealth Watch Advisors, Inc.</i>	<i>Signature</i>
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