

BLUEVINE ADVISORY LLC
Advisory Agreement – Effective August 14, 2023

This Advisory Agreement (the “Advisory Agreement”), which is entered into by you (“you” or the “Client”) and Bluevine Advisory LLC (“Advisor,” “we” or “our”), sets forth the terms and conditions under which Advisor offers the program described in Section 1 below (the “Program”) and governs the advisory services that we provide you with respect to your participation in the Program. This Advisory Agreement applies to you if you are an individual or entity establishing or that has previously established the accounts enumerated in Section 1 below. By clicking or tapping “Accept and continue” or otherwise acknowledging your consent electronically, you agree to enter into and be bound by the terms and conditions of this Advisory Agreement.

YOU MUST READ AND CONSIDER THIS ADVISORY AGREEMENT CAREFULLY AND CONTACT ADVISOR TO ASK ANY QUESTIONS YOU MAY HAVE BEFORE ENTERING INTO THIS ADVISORY AGREEMENT. CLICKING THAT YOU ACCEPT HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF THIS ADVISORY AGREEMENT. YOU ACKNOWLEDGE THAT THIS ADVISORY AGREEMENT MAY BE AMENDED FROM TIME TO TIME, SUBJECT TO THE TERMS OF THIS AGREEMENT. AMENDED AGREEMENTS WILL BE POSTED ON THE ADVISOR’S WEBSITE, WWW.BLUEVINE.COM (THE “WEBSITE”), AND ADVISOR’S APP (THE “APP”) (THE APP AND WEBSITE ARE COLLECTIVELY THE “PLATFORM”) WITH NOTICE TO YOU. YOU AGREE TO CHECK THE PLATFORM FOR NEW VERSIONS OF THIS ADVISORY AGREEMENT UPON YOUR RECEIPT OF SUCH NOTICE. SUBJECT TO THE TERMS OF THIS AGREEMENT, INCLUDING YOUR RIGHT TO TERMINATE THE AGREEMENT, YOU AGREE THAT, BY KEEPING YOUR INVESTING ACCOUNT (AS DEFINED BELOW) OR USING THE PROGRAM WITHOUT OBJECTING IN WRITING AFTER ADVISOR POSTS A NEW VERSION OF AN AGREEMENT ON THE WEBSITE WITH NOTICE TO YOU, YOU AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS OF ANY AMENDED AGREEMENT, INCLUDING ANY NEW OR CHANGED TERMS OR CONDITIONS.

1. Terms and Conditions of the Program

Advisor offers small businesses a means to establish and fund an account (“Investing Account”) in accordance with the terms of this Advisory Agreement. The Program is designed to provide investment advisory services to entities that have an EIN and maintain a business checking account (“Bluevine DDA Account”) through Advisor’s affiliate, Bluevine Inc. (“Bluevine”). When a Client opens a Bluevine DDA Account, the Client may have the option to open an Investing Account with Advisor, subject to the eligibility conditions set forth herein. Funds can then be allocated between the Client’s Bluevine DDA Account and the Investing Account.

The Program is designed to provide an easy way for Clients to allocate their financial resources into an investment portfolio designed to meet their financial goals within their respective investment risk tolerance, financial parameters, and liquidity needs. Advisor interacts with Clients through a software application that is available on the Platform. During Client onboarding, each Client provides its investment objectives, risk tolerance, and the monetary amount it wishes to allocate via an interactive questionnaire within the Program. After completion of the interactive questionnaire, the Program will recommend a non-discretionary investment portfolio for the Client in the form of selected fixed income (debt) securities, commercial bonds, certificates of deposits, and mutual funds (“MFs”) and exchange traded funds (“ETFs”) that invest in the foregoing (collectively, “Selected Investments”). You hereby understand and agree that the Program: (a) is not a complete investment program; (b) does not account for multiple goals; (c) does not consider outside assets, concentration, debt, or other accounts you may have with Advisor’s affiliates or with any third party; (d) has limits on underlying instruments; (e) is not suitable for all investors; and (f) relies on the information provided by the Client, including the accuracy thereof, in providing investment advice, and does not verify the completeness or accuracy of such information.

Where Advisor agrees to accept and open an Investing Account for a Client, Advisor will open such an Investing Account with the Client according to the terms and conditions of this Advisory Agreement. Investments in the Investing Account are held in a separate account, as explained further below, in the name of the Client at an independent custodian, Pershing LLC (“Pershing,” “Custodian” or “Broker”), and not with Advisor. Advisor will aid you, through the Platform, in establishing a brokerage account at Custodian. Custodian shall act as an independent custodian and clearing and execution broker for the Investing Account. Advisor may remove or replace the Custodian at any time, subject to the terms of the Customer Agreement (as defined below).

With respect to Investing Accounts, your participation in the Program requires that you agree to the Custodian customer agreement (the “Customer Agreement”), whereby Custodian will act as the clearing and execution broker

and qualified custodian for your Investing Account. You acknowledge that neither Advisor nor any investment service provider engaged by Advisor is responsible for the obligations of Custodian or any successor custodian and that Advisor and Custodian have separate agreements with you that allocate separate sets of rights and obligations between you and the respective entity.

You further acknowledge that the services you receive through participating in the Program are sufficient consideration for you to enter into this Advisory Agreement.

2. Program Advisory Services

Through the Program, Advisor recommends investments in various Selected Investments, which are selected to make available exposure to a conservative investment strategy with relatively low risk and high liquidity. Advisor reserves the right to change, in its sole discretion, from time to time and without prior notice to Clients, the investment portfolios and/or the number of Selected Investments available through the Program that it deems appropriate to address the investment objectives, investment time horizons, and risk tolerances of its Clients.

Advisor further reserves the right, in its sole discretion from time to time, upon providing prior notice to Clients, to engage any investment service provider from which Advisor may obtain any or all Selected Investments, change any such investment service provider, and make additional investment service providers available through the Program.

The Program will use the Platform to provide limited discretionary investment advice based on certain Client Information (as defined in Section 24 below) you provide. You should understand that the Program currently relies on questions relating to investment objectives, risk tolerance, and the monetary amount you wish to allocate in selecting Selected Investments and that these factors are not weighted equally.

You acknowledge that, based on the Client Information you provide, investment factors deemed appropriate by Advisor, and the investment advisory methodology used in developing the Program, the Selected Investment(s) comprise(s) the investment advice that Advisor provides to you. However, you agree that there is no guarantee, representation, warranty, or covenant that the Selected Investment(s) will perform better over any time period than any other portfolio, instrument and/or investment or combination thereof made available through the Program or otherwise available in the market.

You also acknowledge that the Program is a limited discretionary investment advisory program and not a self-directed brokerage service. Advisor has limited discretionary authority to manage the Investing Account to buy, sell, and otherwise effect investment transactions for a Client's funds and securities without the Client's prior consent or approval (i) to rebalance the portfolio on a periodic basis and (ii) to invest additional funds deposited to the Investing Account consistent with their existing asset allocation. The Program provides recommendations to you, and you are responsible for directing the initial allocation of Selected Investments, which Advisor will then periodically rebalance and maintain following deposits of additional funds to the Investing Account. Clients are not required to implement Advisor's investment advice and should carefully review all of the information provided by the Platform and in the relevant ETF or MF prospectus before investing.

You acknowledge and agree that you are solely responsible for the decision to invest in your Selected Investments. Advisor shall have the authority to effect trades for the Investing Account for execution with the broker. You further acknowledge and agree that it is your responsibility to review the information available on the Platform and update the information through the Platform promptly if there are changes to your financial situation, goals, objectives, circumstances, time horizon or if other relevant information changes or becomes available. Advisor's investment advice, in the form of Selected Investments, shall not constitute legal or tax advice, analysis, or opinion. The Program does not provide tactical advice, and you should not expect to see tactical changes to any investment advice in response to market volatility or other economic events.

You acknowledge, understand, and agree that:

- Advisor does not provide investment advice other than the investment advice described in this Section 2;
- Advisor will provide investment advice and deliver the advisory services solely through the Platform;
- Under the Program, you will not receive investment advice in person, over the phone, in live chat, or in any other manner other than through the Platform;

- You will not be entitled or able to hold securities in your Investing Account other than the Selected Investments that are offered through the Program.

In providing its services, Advisor or any of its affiliates may, subject to applicable laws and regulations, engage unaffiliated vendors or other contractors to aid it in fulfilling its duties under this Advisory Agreement or to provide ancillary enhancements or features of the services contemplated herein. Additionally, in performing its obligations under this Advisory Agreement, Advisor may, at its own discretion, delegate any or all of its discretionary investment, advisory, and other rights, powers, and functions hereunder to any of its affiliates or any third parties, without your written consent, provided that Advisor shall always remain liable to you for its obligations hereunder.

3. Trading Authority and Your Instructions

You will direct and be responsible for the direction of investments through the Program. It is your responsibility to conduct and monitor the inflows and outflows to and from the Investing Account by using the Platform to initiate deposits and withdrawals. Advisor shall have limited discretion over assets in your Investing Account only to rebalance the Investing Account and invest following deposits to the Investing Account according to the algorithm used by Advisor. Absent technical issues, there is no human involvement in the oversight and management of the Investing Account. Additionally, Advisor shall have the authority to:

- Determine and modify from time to time which Selected Investments are offered through the Program;
- Determine and modify from time to time procedures used in trading in the Program;
- Determine the timing of purchases in relation to deposits; and
- Determine the timing of sales and transfers in relation to requests for transfers.

4. Brokerage and Custody

As noted above, your use of our advisory services under this Advisory Agreement requires that you establish an Investing Account and enter into the Customer Agreement.

The Customer Agreement pertains to the brokerage services provided by Custodian to effect brokerage transactions in your Investing Account. Under the Customer Agreement, and subject to its terms and conditions, Custodian is generally responsible for: (i) maintaining and recording transactions in cash and securities in your Investing Account; (ii) clearing, execution, and settlement of orders placed by Advisor; and (iii) providing you with statements, confirmations, other required documentation, and other information about your Investing Account and transactions therein.

Advisor may transmit or help facilitate your requests for transfers from your Investing Account or transfers to the Custodian. Advisor shall have the authority to initiate withdrawals and transfer securities or money out of your Investing Account for purposes of fee deductions and in connection with the termination of your Investing Account pursuant to the terms and conditions of this Advisory Agreement. Advisor does not have authority to initiate withdrawals and transfer securities except in the following circumstances: (i) to pay the Management Fee (as defined in Section 12 below); (ii) in accordance with the sweep parameters you set up, if any, for the Investing Account; or (iii) you terminate your Investing Account pursuant to the terms and conditions of this Advisory Agreement.

5. Relationship with AtomicVest Inc. and Helium Advisors, LLC

The Client acknowledges that Advisor has hired and appointed AtomicVest Inc. ("Atomic"), an unaffiliated financial services company that provides technological and operational support to Advisor and allows Advisor to effect transactions for the Client's assets through Pershing. As part of this partnership, Atomic's affiliate, Helium Advisors, LLC ("Helium"), provides sub-advisory services to the Advisor and the Client. Helium executes transactions for Client assets on a non-discretionary basis, with the Advisor's prior consent and approval. The Client authorizes Advisor to engage Helium on your behalf and provide non-discretionary investment management services with respect to the Investing Account. For the avoidance of doubt, neither Atomic nor Helium exercise any discretion over the Investing Account. Neither will charge the Client any fees separate from the fees paid to Advisor.

Upon submitting all account opening documentation, Helium will facilitate the opening of the Client's Investing Account with Pershing and will promptly notify the Client in writing of Pershing's contact information. Client will promptly notify Advisor and Helium via e-mail to treasury@bluevine.com if it terminates its Customer Agreement

with Pershing. Client hereby authorizes Helium to enter into any such agreements or other arrangements to facilitate the custody, execution, and clearing of transactions. Helium will have no authority hereunder to take or have possession of any assets in the Investing Account or to direct delivery of any assets or payment of any funds held in that Investing Account to itself or to direct any disposition of account assets, except (i) to the Client, pursuant to valid legal authority, (ii) as provided in Section 12 below, or (iii) by acting under the authority assigned to Advisor as provided in Section 3 of this Advisory Agreement.

Helium will trade away from Pershing in certain instances, such as when Pershing is unable to execute a particular type of transaction. Clients will be responsible for any brokerage fees or other expenses that are associated with such transactions in addition to the Advisor Fee (as defined in Section 12 below) paid under this Agreement. The Client will also be responsible for any transaction and settlement costs where Pershing executes client transactions in foreign markets, such as a purchase of a non-United States (“U.S.”) security through a local executing broker-dealer. Helium requires a link to the Client’s Bluevine DDA Account to make deposits to, or withdrawals from, the Client’s Investing Account. The Client acknowledges that the Investing Account will not be linked to the Client’s Bluevine DDA Account unless and until Advisor links such accounts on the Client’s behalf. The Client further agrees that, if the Bluevine DDA Account is restricted after it is linked to the Investing Account, the Client will not have a right to make additions to or withdrawals from the Investing Account unless and until the Bluevine DDA Account is unrestricted.

In connection with opening an Investing Account with Helium and Pershing, Client will be required to provide information and other documentation to verify their identity. Helium and other entities that service the Investing Account are prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities, and individuals, including, without limitation, specially designated nationals, specially designated narcotics traffickers, and other parties subject to United States government or United Nations sanctions and embargo programs. Accordingly, the Client represents and warrants the following and will promptly notify Advisor and Helium if any of the following ceases to be true and accurate: (a) to the best of the Client’s knowledge based upon appropriate diligence and investigation, none of the cash or property that the Client has paid or will pay or deposit in the Investing Account has been or will be derived from or related to any activity that is deemed criminal under United States law, nor will any of the Client’s payments or deposits to the Investing Account directly or indirectly contravene any United States federal, state, international, or other laws or regulations, including without limitation any anti-money laundering (“AML”) or countering terrorism-financing (“CTF”) laws (collectively, “AML/CTF Laws”) (b) no contribution or payment by the Client to Advisor or Helium will cause Advisor or Helium to be in violation of any AML/CTF Laws. The Client understands and agrees that if at any time it is discovered that any of the representations in this section of the Agreement are untrue or inaccurate, or if otherwise required by applicable law or regulation related to AML, CTF and similar activities, Helium may undertake appropriate actions to ensure compliance with applicable law or regulation, including, but not limited to, freezing or forcing a withdrawal of Client’s cash or assets from Helium.

Shares purchased or sold by Helium on the Client’s behalf and/or held in the Investing Account may be either whole shares or fractional shares, depending on the cost of the shares and the dollar amount available to purchase such shares in the Investing Account. To the extent that Helium trades fractional shares on behalf of a Client, Helium allocates any excess fractional shares to Helium’s proprietary fractional facilitation account. Helium will accumulate fractional shares and manage its proprietary fractional facilitation account through trades in whole share quantities in accordance with Helium’s policies and procedures relating to the management of such accounts and positions. In the event of a liquidation or transfer of the assets to another account, the Client hereby authorizes Helium to facilitate the sale of fractional shares as necessary and transfer the cash to the Client’s custodian or financial institution. The Client also understands and acknowledges that dividends received in connection with assets in an Investing Account will be allocated pro-rata based on the fractional shares a Client holds and that the Client will not receive a dividend if the pro-rata amount of such dividend is less than \$0.01. The Client understands and acknowledges that: (i) any fractional share transactions will be executed by Helium on a principal basis; (ii) to the extent that Helium must purchase or sell shares in the market to fulfill any part of a fractional share order, the fractional component of that order will be fulfilled at the execution price Helium received for the corresponding whole shares that are transacted on the same day; (iii) if fractional shares are within an Investing Account, such fractional shares (a) are unrecognized, unmarketable, and illiquid outside the Investing Account, (b) are not transferable in-kind to another brokerage account(s), and (c) may only be liquidated and the proceeds withdrawn or transferred out of the Investing Account; and (iv) Helium will not accept dollar-based purchases or sales of less than \$1.00 and the Client will only receive proceeds from the sale of any whole or fractional shares rounded to the nearest \$0.01.

The Client agrees that Atomic, Helium, and their respective affiliates, officers, directors, employees, and agents (the “Helium Parties”) shall be held harmless and shall not be liable for any loss suffered by the Client arising out of any recommendation, transaction, investment, or other action taken by the Helium Parties under this Advisory Agreement; provided, however, that the Helium Parties shall not be excluded from liability for losses occasioned by the Helium Parties’ willful misfeasance, bad faith, or negligence in the performance of their duties hereunder. The Helium Parties shall also be held harmless and shall not be liable for any act or omission by the Client, Advisor, or any other third party that provides services under this Advisory Agreement, including, but not limited to Pershing. In addition, the Client hereby acknowledges and agrees to settle any disputes through binding arbitration as follows:

Any claim, controversy, or dispute arising out of or relating to this Advisory Agreement with respect to the Client and Helium, or the interpretation and validity thereof, performance, termination, enforcement, or alleged breach thereof, must be finally settled by binding, individual, arbitration conducted in accordance with this Advisory Agreement. The arbitration will be conducted before, and only before, a single arbitrator set up by Judicial Arbitration and Mediation Services (“JAMS”) in accordance with its arbitration procedures. Clients may initiate arbitration by filing a written claim with JAMS. The venue for any arbitration will be in the federal judicial district of your residence. The decision of the arbitrator(s) will be binding and conclusive upon the Client and Helium, their successors, legal representatives and assigns. This arbitration provision shall survive the termination of this Advisory Agreement. Clients hereby acknowledge the following regarding this arbitration clause:

- Arbitration is final and binding;
- Arbitration clauses may not be enforceable where prohibited by law;
- The Client is waiving its right to seek remedies in court, including a right to a jury trial;
- Pre-arbitration discovery may be generally more limited than and different from court discovery proceedings, depending on the applicable rules of arbitration;
- The arbitrator’s award may not be required to include factual findings or legal reasoning, and any party’s right to appeal or to seek modification of rulings by the arbitrator may be strictly limited, depending on the applicable rules of arbitration; and
- The arbitrator may be a person who was or is affiliated with the securities industry selected from banking, legal, or investment-related professions.

The prevailing party will be entitled to reasonable attorney’s fees, together with any reasonable costs and expenses from arbitration. This arbitration agreement will be enforced and interpreted exclusively in accordance with the Federal Arbitration Act. The Client understands that nothing in this Advisory Agreement modifies any rights a party may be afforded under the federal or state securities laws, including the Investment Advisers Act of 1940, as amended, and the Federal Arbitration Act, and each party therefore is not waiving any rights it may be afforded under such laws to pursue remedies by other means.

The Client and Helium hereby agree that they may each bring claims against each other only in their respective individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, if the Client and Helium’s dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with a party’s claims and may not otherwise preside over any form of a representative or class proceeding. If any of the specific provisions within this Section 5 of the Advisory Agreement are found to be unenforceable, the remainder of this Section 5 of the Advisory Agreement shall not be affected thereby and, to this extent, the provisions of this Section 5 of the Advisory Agreement shall be deemed to be severable.

6. Client Rights and Obligations

The Client retains sole ownership of the Investing Account (i.e., the right to withdraw securities or cash, exercise proxy voting, proceed directly as a security holder against the issuer of any security in the Investing Account, and receive transaction confirmations (electronically, by e-mail and accessible via the Platform)), and the Client may make deposits from their Bluevine DDA Account and transfers to their Bluevine DDA Account at any time, subject to any maintenance requirements of the Custodian.

7. Deposits and Purchases

You may fund your Investing Account by using the Platform to direct the transfer of money from your Bluevine DDA Account to your Investing Account in accordance with the terms and conditions of this Advisory Agreement, including (but not limited to) Section 5 above. You agree that, by initiating or directing a deposit, you authorize the bank or other vendor that Advisor engages from time to time to facilitate the transfer of money to or from the Custodian

(such bank or vendor, the “Operator”) to request that the financial institution that maintains your Bluevine DDA Account transfer the amount of the deposit to the Custodian for deposit in your Investing Account. Advisor and the Custodian reserve the right to accept cash funded from other sources (such as debit accounts) as they may mutually agree and to the extent permitted by applicable law. Advisor also reserves the right to accept investments funded from other sources or through other means on a case-by-case basis.

You further agree that, by initiating, authorizing, or directing a deposit or transfer to your Investing Account, you authorize Advisor to place orders with the Broker on your behalf for purchases of the securities that comprise Selected Investments at the time(s) and in amounts calculated by Advisor’s portfolio management system and as approved by you. Orders from all of the Platform’s users are combined, and orders that have been approved are released to be executed. To permit sufficient time to ensure that the transfer of assets into your Investing Account has been successfully completed by the financial institution that maintains your Bluevine DDA Account, Advisor may wait up to five (5) Business Days, as defined below, after the day the Custodian credits the applicable deposit to your Investing Account to generate and place the orders for such purchases. As used herein, “Business Day” means any day on which all banks (or the applicable branch thereof) involved in any transfer of funds are physically open for business during their regular business hours, and specifically excludes any U.S. federal holiday and any day on which any applicable securities exchange is not open during its regular business hours. You hereby acknowledge and agree that, as a result, each deposit you make generally will not be invested in Selected Investment(s) for up to five (5) Business Days and that such uninvested cash will not be subject to financial gains or losses resulting from movement in market prices during that time period.

You represent and warrant that none of the money you deposit in your Investing Account is derived from, or will be used to promote the conduct of, any crime or other illegal activity. You agree not to deposit (or direct the deposit of) any money in your Investing Account 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 you use for deposits or in any money or securities in your Investing Account other than you or any other individual you have disclosed to Advisor during account opening.

8. Withdrawals and Transfers

Money from your Investing Account can be directly withdrawn to your Bluevine DDA Account, subject to Section 5 above, as well as any limitations imposed by Custodian and Advisor’s right to terminate your Investing Account. You agree that, by requesting a transfer, you authorize Advisor to place an order with the Custodian on your behalf to sell the securities in your Investing Account in an amount determined by you and return the money to your Investing Account. Advisor will undertake good faith efforts to generate and place the orders for such sales on the Business Day you request a transfer, but you acknowledge and agree that such orders may be placed at any time within five (5) Business Days after your request. Any transfer request you initiate will be sent to the Operator. You agree that, by requesting a transfer, you initially authorize the Operator to request that the Custodian transfer the proceeds of the applicable sales in the amount you request (or less if the money remaining in your Investing Account after deducting any Advisor Fee (as defined below) is less than the amount of the requested transfer) to your Investing Account.

You acknowledge and agree that during the pendency of a transfer request, your Investing Account will not be eligible for any rebalancing that may be offered through the Program. You further acknowledge and agree that Advisor and the Custodian may require additional information from you before effecting any transfer request, and that such requested transfer may be subject to delay or cancellation in the event that you do not timely provide such additional information.

9. Term and Investing Account Closure

This Advisory Agreement becomes effective as of the date it is accepted by Advisor, and your Investing Account is opened, as evidenced in accordance with Advisor’s procedures and/or practices regarding account opening.

You agree that Advisor and/or any of its affiliates or contractors may suspend the provision of services to you or delay, limit, restrict, or refuse any transaction for you at any time for any length of time without prior notice to you if Advisor believes in good faith that such suspension or delay is necessary or appropriate: (i) to ensure compliance with, or to avoid, violating any law or regulation applicable to Advisor or its affiliates or a transaction relating to the Program; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over Advisor or its affiliates or a transaction relating to the Program; (iii) to remediate or otherwise address problems

with technology; (iv) due to interruptions in the access to or operation of any technology that Advisor or its affiliates directly or indirectly uses in connection with the Program; (v) to prevent a breach or violation of any term, condition, or other provision of this Advisory Agreement; or (vi) to obtain from you any additional information that Advisor in its reasonable discretion deems necessary for advisory services to be provided to you pursuant to this Advisory Agreement. Notwithstanding anything to the contrary in this Advisory Agreement, including, without limitation, Sections 2 and 3, Advisor reserves the right, at any time and without notice, to delay or manage the trading of Client orders if Advisor determines it is appropriate and consistent with its obligations under this Advisory Agreement.

You further agree that Advisor's services are limited to entities that maintain a Bluevine DDA Account through Bluevine. Advisor's services may be subject to additional eligibility requirements established by Bluevine, as set forth in the agreement governing the Bluevine DDA Account, as amended from time to time (the "DDA Agreement").

You may close your Investing Account and/or terminate this Advisory Agreement for any reason by providing 15 days' notice to treasury@bluevine.com. Advisor may close your Investing Account and/or terminate this Advisory Agreement for any reason by providing you with a fifteen (15) day notice by e-mail.

If you close your Bluevine DDA Account, through the procedures provided by Bluevine, then this Advisory Agreement will be terminated and your Investing Account will be closed. If Bluevine closes your Bluevine DDA Account, then Advisor will terminate this Advisory Agreement and close your Investing Account by sending you a notice of Advisory Agreement termination in the Platform or by e-mail. In addition, if you no longer meet the eligibility requirements for Advisor's services as set forth in the DDA Agreement, Bluevine may (at its sole discretion) terminate this Advisory Agreement and close your Investing Account by sending you a notice of Advisory Agreement termination in the Platform or by e-mail.

The closure of your Investing Account will occur as follows:

- You will be deemed to have simultaneously terminated this Advisory Agreement and the Customer Agreement, unless otherwise agreed to by Advisor, the Custodian, or the Broker, as applicable;
- The Custodian and/or Broker will, before closing your Investing Account, settle any purchases or sales pending when Advisor sends or receives a request to close your Investing Account; and
- Advisor and/or the Custodian will, before closing your Investing Account, deduct any unpaid fees.

If Advisor cannot charge your Investing Account, it reserves the right to terminate your access to its advisory services. Closure of Investing Accounts will be undertaken at Advisor's sole discretion. You may also close your Investing Account at any time. In accordance with these requests, you hereby authorize Advisor to instruct the Broker and/or Custodian to sell all shares in your Investing Account and any distributions generated by such shares following such request, and to transfer the cash, less any portion of the Advisor Fee (as defined in Section 12 below) or other fees due, to your Bluevine DDA Account. Once the account termination process is initiated, Advisor will receive the Advisor Fee.

Upon cancellation or termination of this Advisory Agreement, we may immediately deactivate your user account (which includes the Investing 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 hereof) and/or the Program, except as we may otherwise provide from time to time and subject to applicable law.

10. Legal Capacity

The signatory of this Advisory Agreement hereby certifies that he/she is the Client's authorized representative in a fiduciary capacity and is legally empowered to enter into or perform this Advisory Agreement in such capacity. The signatory represents that he or she is 18 years of age or older, and no person shall use or attempt to use the Program unless he or she is of such age.

11. Representation

It is understood by the Client that Advisor is licensed/registered in all the appropriate regulatory jurisdictions in which Advisor believes it has a duty to be licensed/registered. It is understood and acknowledged by the Client that Advisor is not engaged in the practice of law or accounting, and as such, will not render any legal, tax, or accounting advice

hereunder nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans.

Nothing in this Advisory Agreement or any other document received from Advisor shall be construed as providing any legal, accounting, estate, actuary, or tax advice. The Client agrees to review publicly available information regarding the securities and the brokerage statements and transaction confirmations. Each Client must rely upon its own representatives, including its own legal counsel and accountant, as to legal, tax and related matters concerning any investments, any assets in the Investing Account or any Investing Account transactions and for the preparation of any legal, accounting or tax documents.

The taxation of securities transactions is extremely complex, and no attempt is made herein to fully describe the various tax rules that apply to such transactions or to explain in complete detail the rules which are mentioned. However, some general points may be noted. Any sales, exchanges, or dispositions of securities may have U.S. federal, state, local, and non-U.S. income tax consequences for the Client and may result in the Client having to pay additional income taxes. Clients may have a variety of tax reporting obligations with respect to certain securities. Each Client should confer with their tax advisor regarding the tax consequences of investing with Advisor based on their particular circumstances. The Client and Client's tax advisors are responsible for how investments and the transactions in the Client's Investing Account are reported to the Internal Revenue Service or any other taxing authority. Advisor assumes no responsibility to the Client for the tax consequences of any transaction.

12. Fees

Advisor offers the Program for an annual fee (the "Management Fee") which varies based on the value of the Investing Account. The Management Fee is fifty (50) basis points (0.50%), prorated and charged monthly, in arrears, based on the average daily balance of the Investing Account calculated based on the valuations provided by the Custodian.

The Management Fee shall be deducted from your Investing Account. Advisor will sell securities in your Investing Account to generate sufficient funds to deduct the Management Fee. The Advisor Fee is negotiable, and Advisor reserves the right to discount or waive any fees associated with the Program in its sole discretion.

You authorize and direct Advisor to deduct the Management Fee directly from your Investing Account and/or to instruct the Custodian to sell, as necessary, securities in your Investing Account and to transfer funds out of your Investing Account to pay Advisor the Management Fee. You agree and acknowledge that such fee deductions may trigger rebalancing of your Investing Account, in accordance with Advisor's rebalancing procedures and portfolio management system, including as described in this Advisory Agreement. Deducted fees will be reflected in the account statements provided to you by the Custodian.

You agree and acknowledge that you are responsible for paying any and all fees, including, without limitation, the Management Fee that you owe pursuant to this Advisory Agreement. You are responsible for maintaining complete and accurate billing and contact information with Advisor. You acknowledge that such fees may change from time to time and will be available on the Platform and in the Brochure and Relationship Summary (as defined below). In the event of a change in fees, Advisor will provide you with notice electronically by e-mail and/or the Platform. You agree to check the Platform from time to time for updates to the fees applicable to your Investing Account.

Clients will incur brokerage and other transaction costs in addition to the Management Fee that they pay to Advisor. Advisor does not charge these to Clients and does not benefit directly or indirectly from any such charges. These types of charges include, but are not limited to, wire transfer fees, paper statement fees, and bounced check fees. The issuer of some of the securities purchased for Clients, such as ETFs, may charge product fees and expenses that affect Clients. An ETF typically includes embedded expenses that may reduce the fund's net asset value, and therefore directly affect the fund's performance and indirectly affect a Client's portfolio performance or an index benchmark comparison. Further, to be eligible for Advisor's advisory services, Clients must maintain a Bluevine DDA Account. Clients may pay fees to Bluevine in connection with such an account and any other products and services provided by Bluevine. Such fees payable to Bluevine are in addition to those charged by the Advisor for its advisory services.

Unless otherwise stated, the Management Fee does not include any direct or indirect local, state, federal, or foreign taxes, levies, duties or similar government assessments of any nature, including value-added, use, or withholding taxes. You acknowledge and agree that Advisor does not provide tax advice.

13. Non-Exclusive Management

It is understood that Advisor performs investment advisory services for other clients. The Client agrees that Advisor may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client's Investing Account. Advisor, its officers, employees, and agents may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Advisor recommends for the Client's Investing Account.

14. Notices and Communication

Communications will be sent to the Client at the e-mail provided by the Client at the time the Client opens the Investing Account, or to another e-mail as may be provided to Advisor in writing in the future, and via the Platform. All communications sent to the Client electronically at the given e-mail and via the Platform will be treated as if they were given to the Client personally, whether or not the Client receives them.

15. Proxies and Legal Proceedings

Advisor will not vote proxies on behalf of the Client's Investing Account. Additionally, Advisor will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Investing Account may be invested from time to time. Further, Advisor will not take any action or render any advice, or otherwise be responsible, with respect to any securities held in or formerly held in the Investing Account, which are named in or subject to legal proceedings, including bankruptcies or class action lawsuits.

16. Investment Risks and Risk Acknowledgment

There are significant risks associated with any investment program, including Advisor's Program.

You understand and agree that neither Advisor nor any of its affiliates have made, and are not making, any warranty or guarantee as to the performance or profitability of your Investing Account and/or any of the investments therein. Investment performance of any kind can never be predicted or guaranteed, and Advisor does not guarantee that you will avoid financial loss.

Advisor does not make any guarantee that the investment objectives, expectations or targets described on the Platform will be achieved, including without limitation any risk control, risk management, or return objectives, expectations, or targets. Neither Advisor nor any of its affiliates guarantees the success of any given investment decision or strategy that Advisor may recommend or undertake, or the success of the overall management of the Investing Account through the Program.

The following risks are not inclusive and should be carefully considered by you. You acknowledge, understand and agree that:

- Investing in securities involves risk of loss, potentially significant, that you should understand and be prepared to bear.
- Advisor does not guarantee any level of performance of any investments in your Investing Account or that you will avoid financial loss. The value of your Investing Account and the securities held in such account(s) will fluctuate due to a variety of reasons, including but not limited to market conditions, market sentiment, legislative or regulatory changes, inflation, interest rates, and other factors. The Investing Account may suffer the loss of principal, and income, if any, may fluctuate.
- ETF and/or MF performance may not exactly match the performance of the index or benchmark the ETF or MF is designed to track for a variety of reasons, including expenses and costs not incurred by the relevant index or benchmark, the availability of certain securities comprising the relevant index or benchmark, and supply and demand of the ETF or MF and/or securities held by the ETF or MF.
- Past performance of any security or benchmark does not guarantee or indicate future results.
- Back-tested performance of any Selected Investment or other Investment are hypothetical and do not reflect actual investment results. Any hypothetical back-tested returns associated with any Investment are based on assumptions and do not reflect actual results of any Investing Account. Such performance results, if any, were derived from the retroactive application of a model developed with the benefit of hindsight and not

with real money at stake. No representation is being made that your Investing Account will or is likely to achieve results similar to any hypothetical results shown. Actual results may differ significantly from any hypothetical returns presented.

- Projected returns are hypothetical, do not reflect actual investment results, and are not guarantees of future results. Such projected performance is subject to a number of limitations and assumptions designed to determine the probability or likelihood of a particular investment outcome based on a range of possible outcomes. Performance of any Selected Investment, other Investment or your Investing Account may differ materially from investment gains and avoidance of investment losses projected, described, or otherwise referenced in forward-looking statements, and the projected returns associated with any Investment may not materialize.
- By participating in the Program, you may lose opportunities to make other investments and to realize gains from such other investments.
- The services provided under this Advisory Agreement, including any Selected Investment, are highly reliant on the Client Information, including the accuracy thereof, you provide through the Platform. If you provide inaccurate or incomplete information, or information you provided becomes inaccurate or incomplete, this could materially impact the quality and applicability of the advice you receive through the Program. Further, you understand that the Program currently focuses on your investment objectives, risk tolerance, and the monetary amount allocated, when making any Selected Investment. There are many other components of Client Information that are not currently considered by the Program when providing investment advice. If you believe that there is additional information relating to your investment objectives and financial circumstances that should be considered to inform the investment advice the Program provides, this may not be the appropriate program for you.
- The services provided under this Advisory Agreement, including any Selected Investment, are highly reliant on the accurate performance of the algorithms underlying the Program and the portfolio management system and the technology that generates such algorithms, among other things. A malfunction or failure in either an algorithm or the underlying technology could cause you to receive a Selected Investment that is not suitable based on your risk tolerance, investment time horizon, and the monetary amount allocated, and to experience losses, some or all of which could be significant. A malfunction, computer equipment failure, loss of internet access, viruses or other events may impair access to the services provided under this Advisory Agreement.
- The algorithm underlying the Program relies on a number of assumptions based upon a limited amount of Client Information provided through the Platform and a number of other variables. Any one or all of these assumptions, whether or not supported by past experience, could prove over time to be incorrect, which could result in significant losses. There is no guarantee that the algorithm or Advisor's Selected Investments will necessarily produce the intended results, and they may prove incorrect and/or cause you to not achieve your investment objectives.
- The investment advice we provide and other information that appears on the Platform may be time-sensitive, especially during times of significant market volatility and when there are time limits on the availability of a particular investment product. Thus, our investment advice and other information on the Platform may be subject to different interpretations as market conditions and other factors change.
- Data provided by Advisor may not be free from errors or inaccuracies.
- We rely on third parties – often to a material extent – for the provision of the Selected Investments, market statistics, Selected Investment details, performance, and related information. Although we believe these third-party service providers are generally reliable, there could be errors that are beyond our control in the information and/or services they provide, and such errors could compromise the quality of our investment advice and otherwise compromise our ability to perform under this Advisory Agreement. Further, some or all of these agreements may allow the third-party service provider to terminate the agreement for any reason or no reason at all with no advance notice to us. In such instances, our ability to perform under this Advisory Agreement could be materially compromised.
- Failures, delays, and/or interruptions in the timely or proper execution of trades and trading instructions may occur for any reason, including but not limited to the following: any kind of interruption of the services provided by the Broker or the Custodian, the inability to communicate with the Broker or Custodian, hardware or software malfunction failure or unavailability, or force majeure.
- Volatility and liquidity conditions for a security may prevent you from selling such security at all or at a favorable time or price and/or you may be forced to sell at a significant discount to market value. In addition, ETFs and MFs may be adversely affected by volatility and liquidity conditions as they manage their holdings.

- The securities held in your Investing Account generally are valued based on reasonably available exchanged-traded security data, but we may receive or use inaccurate data that could adversely affect valuations, among other things.

17. Limitation of Liability and Indemnification

To the fullest extent allowed by applicable law, you agree and understand that Advisor and its affiliates, officers, directors, employees, representatives, successors, assigns, and authorized agents (collectively, the “Indemnified Persons”) will not be liable under this Advisory Agreement for their actions or omissions absent their gross negligence, willful misconduct, or violation of applicable law. Except where prohibited by applicable law, Advisor and its Indemnified Persons will not be liable for any losses incurred or damages (including, but not limited to, lost opportunities and lost profits) relating to differences between projected or potential performance and actual results or any service provided under the Customer Agreement.

Without limiting any other indemnity provision of this Advisory Agreement, you shall, to the fullest extent allowed by applicable law, indemnify and hold harmless Advisor and its Indemnified Persons from any and all claims, losses, damages, liabilities and expenses arising out of or relating to: (i) any transaction in which Advisor or any of its Indemnified Persons acts directly or indirectly as your investment adviser, absent any willful or grossly negligent conduct by Advisor or such Indemnified Persons; (ii) your failure to provide true, accurate, complete, and current information (including Client Information) or to update Client Information; (iii) decisions and/or actions that you take or authorize third parties to take on your behalf or that you fail to take; or (iv) any direction or communication you provide with respect to this Advisory Agreement or your Investing Account (including deposits, withdrawals, or transfers of assets to or from such account).

Without limiting the generality of the foregoing, except where prohibited by applicable law, Advisor and its Indemnified Persons will not be liable for any indirect, special, incidental or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).

In addition to the above indemnities, subject to applicable law, neither Advisor nor its Indemnified Persons shall be liable for the acts or omissions of their vendors or other contractors, including the Operator or the Custodian.

Where applicable, you agree to be bound by the National Automated Clearing House Association operating rules, any applicable local ACH operating rules and any similar operating rules governing the use of wire transfers. You acknowledge that mismatched, incorrect, or incomplete identifying information regarding your funding source or in payment instructions to make a deposit may result in a transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to you. You agree that Advisor may request and the Operator or Custodian may make transfers for withdrawals solely by reference to the account number of the recipient. None of Advisor, its affiliates, or the Operator shall be obligated by any provision of this Advisory Agreement or any other agreements governing your participation in the Program to determine whether there is a discrepancy relating to names or account numbers in transfers between your funding source or Investing Account. You agree to indemnify and hold Advisor and the other Indemnified Persons harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding your deposits or withdrawals. You agree that processing of transfers for deposits or transfers may be delayed for 5 Business Days or longer. If you believe a transfer has not been properly credited to you, you agree to notify Advisor promptly. You agree that money transferred via a transfer may not be reflected in a deposit credited to your Investing Account during periods of processing delays. You agree that, notwithstanding anything to the contrary in this Agreement or the Customer Agreement, neither Advisor nor any of its Indemnified Persons shall be liable for transfer processing delays, any act or omission of, including without limitation any overdraft or other fee charged by any financial institution, or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from a transfer associated with a deposit is provisional until the Custodian receives payment. Without limiting any other rights of Advisor to delay a transfer from your Investing Account to your Bluevine DDA Account or deny a request for a transfer from your Investing Account to your Bluevine DDA Account, Advisor reserves the right to delay or prevent a withdrawal of the proceeds of any deposit pending verification of final payment. If the Custodian does not receive final payment, or if your Investing Account has been credited by mistake, you hereby agree to reimburse the Custodian and/or Advisor, as applicable, for such final payment or the amount of such erroneous credit, as applicable.

The federal and state securities laws impose liability under certain circumstances on persons who act in good faith. Consequently, nothing in this Advisory Agreement shall waive or limit any rights that you may have under federal or state securities laws.

If Advisor or any of its affiliates is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name you as a debtor or otherwise, Advisor or such affiliate shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that Advisor or any affiliate may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to the Custodian or such other party as may be appropriate. You hereby agree to hold harmless and indemnify Advisor and its affiliates for any losses, expenses, and costs, including attorneys' fees, incurred as a result of responding to such legal process or forwarding such legal process to the appropriate entity.

If Advisor or any affiliate receives written notice from a personal representative, executor, or administrator purporting to represent your interests, Advisor or such affiliate shall be entitled to rely on all figures supplied and representations made in such written notice if Advisor or such affiliate is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

Advisor shall not be liable for (i) force majeure or other events beyond the control of Advisor, including without limitation any failure, default, or delay in performance resulting from computer or other electronic or mechanical equipment failure, malfunction or unavailability, unauthorized access, theft, operator errors, governmental, judicial, or regulatory restrictions, exchange or market rulings or suspension of trading, strikes, failure of a common carrier or utility services, severe weather, or breakdown in communications not reasonably within the control of Advisor or other causes commonly known as "acts of God," whether or not any such cause was reasonably foreseeable, or (ii) general market conditions unrelated to any violation of this Advisory Agreement by Advisor.

18. Entire Agreement, Amendments, and Notice

You acknowledge and agree that this Advisory Agreement, as it may be amended from time to time in accordance with its terms, constitutes the entire and final understanding with respect to the subject matter of the Advisory Agreement. You acknowledge and agree that this Advisory Agreement, and the terms and conditions contained herein supersede any prior Advisory Agreement or similar contracts you entered into with Advisor.

You acknowledge that the usual way Advisor will provide you notice under this Advisory Agreement, including notices of new versions of this Advisory Agreement when modified pursuant to the terms and agreements hereof, is by posting such notices on the Platform and by e-mail. You agree to check the Platform and your e-mail frequently. If required by applicable law or if it decides in its sole discretion, Advisor will provide you with notices by other means, including e-mails linking to the Platform, other e-mails, and text messages.

Nothing in this Advisory Agreement shall be deemed waived or amended without the prior express written consent of Advisor executed by a duly authorized representative of Advisor. Advisor may amend this Advisory Agreement from time to time by adding, revising, or deleting any terms or conditions, upon notice to you. Although Advisor may e-mail you about changes to this Advisory Agreement, the usual way for Advisor to notify you of amendments is to post notice on the Platform, which will be available, subject to Advisor's Terms of Use, as described below, for you to access, download, review, print, and retain.

You agree to check the Platform as well as your e-mail (provided at account opening) for new versions of this Advisory Agreement. You agree that, by keeping your Investing Account or using the services provided in the Program without objecting after Advisor posts a new version of the Advisory Agreement, you will agree to and accept all terms and conditions of this Advisory Agreement as so amended.

Any amendment or modification to this Advisory Agreement will be effective on the date determined in accordance with the terms and conditions discussed herein.

19. Governing Law

Except to the extent that it is preempted by federal law, the law of the State of Delaware (without regard for conflicts of law principles) will govern the construction, validity, and administration of this Advisory Agreement. However, nothing in this Advisory Agreement will be construed contrary to the Investment Advisers Act of 1940, as amended (the "Advisers Act").

20. Assignment of Agreement

You may not assign your rights or obligations under this Advisory Agreement without the prior express written consent of Advisor. Advisor shall not assign (within the meaning of the Advisers Act) its rights or obligations under this Advisory Agreement without your consent, provided however that you will be deemed to have consented to an assignment if you do not object to such assignment within thirty (30) calendar days of being notified through the Platform or by e-mail of any intent of Advisor to assign such rights or obligations. You further agree that any reorganization, restructuring, or other transaction affecting the ownership of Advisor will not be deemed to be an assignment (within the meaning of the Advisers Act) of this Advisory Agreement, so long as such reorganization, restructuring, or transaction does not result in a change of actual control or management.

21. Arbitration Agreement

THIS ADVISORY AGREEMENT CONTAINS AN ARBITRATION PROVISION. BY ENTERING INTO THIS ADVISORY AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- **ALL PARTIES TO THIS ADVISORY AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED;**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED;**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD EXCEPT IN VERY LIMITED CIRCUMSTANCES;**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY;**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION; AND**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS ADVISORY AGREEMENT.**

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS ADVISORY AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN ADVISOR AND THE CLIENT OR THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS ADVISORY AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF ADVISOR'S BUSINESS OR THE CLIENT'S INVESTING ACCOUNT (COLLECTIVELY, "CLAIMS"), SHALL BE CONDUCTED SOLELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY. ANY SUCH ARBITRATION SHALL BE HELD IN THE CITY AND STATE WHERE ADVISOR'S PRINCIPAL OFFICE IS LOCATED AT THE TIME SUCH ARBITRATION IS COMMENCED. THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST ADVISOR OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

Notwithstanding the foregoing or anything to the contrary in this Advisory Agreement, in no way shall this Advisory Agreement constitute a waiver or limitation of rights that the Client may have under federal or state securities laws to pursue a remedy by other means if and to the extent such laws guaranty such right to the Client and do not permit the waiver thereof.

22. Delivery of Brochure

You acknowledge that you have received a copy of Form ADV Part 2A ("Disclosure Brochure"), delivered electronically and available on the U.S. Securities and Exchange Commission's Investment Adviser Public Disclosure webpage at www.adviserinfo.sec.gov, which contains certain disclosures concerning brokerage practices, risk factors, and potential conflicts of interest, all of which may be amended from time to time subject to law. You may also obtain a copy of Advisor's Disclosure Brochure, and Relationship Summary, from Advisor's webpage on at www.bluevine.com/advisory-disclosure-brochure.

23. Confidentiality, Privacy, and Trusted Contact

The information you provide to Advisor, including your personal information, is subject to the terms of Bluevine's Privacy Policy, which is available at Privacy and Security Policy. By entering into this Advisory Agreement, you acknowledge receipt of the Privacy Policy, which Advisor may amend from time to time by posting new versions on the Platform. You may also obtain a copy of the Advisor's Privacy Policy upon request by e-mailing privacy.ops@bluevine.com.

Except as required by law or requested by regulatory authorities, Advisor agrees to maintain in strict confidence all of your nonpublic personal and financial information that you furnish to Advisor, except for information that you explicitly agree to share publicly. You agree that you shall not use investment advice or other confidential information you receive from Advisor for developing a service that competes with the services of Advisor or any of its affiliates.

You consent to Advisor recording and/or monitoring your telephone calls and electronic communications with representatives and associated persons of Advisor without further notice. You expressly authorize Advisor representatives or associated persons to contact you for purposes of evaluating the offering of the advisory services, the Program, and other products and services by calling or e-mailing at the telephone number(s) and/or e-mail address(es) you provide in connection with your Investing Account, including any additional or updated telephone numbers or e-mail addresses. The authorization in the preceding sentence will remain in effect unless and until you specifically revoke it by notifying Advisor or associated persons with whom you are in contact.

Furthermore, you may appoint an adult at least 18 years of age as a Trusted Contact Person whom we may contact about your Investing Account. We may disclose information about your Investing Account to your Trusted Contact Person in order to address possible wrongful or unauthorized use of your assets or to confirm the specifics of your contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney.

24. Client Information

For purposes of this Advisory Agreement, "Client Information" means all information about you, which may include, among other things, information about your identity, liquidity needs, e-mail address, physical address, tax residency, financial situation, or other information which you supply through the Platform.

You acknowledge and agree that Advisor relies on the Client Information you provide through the Platform to provide the advisory services under the Program, including the Program's Selected Investments. You further acknowledge and agree that Advisor shares some or all of the Client Information with the Custodian and that, subject to the terms and conditions of the Customer Agreement, the Custodian relies on such Client Information to perform certain compliance functions, including verifying your identity for customer identification purposes and anti-money laundering purposes and confirming that U.S. firms like Advisor and Custodian are permitted to provide you with services under applicable U.S. economic sanctions against various countries, individuals, and organizations.

You represent and warrant to Advisor that all Client Information you supply is true, accurate, complete, and current. Without limiting the generality of the preceding sentence, you represent and warrant that you are neither insolvent nor have you been found by a court or regulatory body to be bankrupt or insolvent through a judicial or regulatory proceeding. You agree to update any Client Information you provided Advisor that is no longer accurate promptly using the Platform.

25. Terms of Use

You acknowledge receipt of the Terms of Use, which apply to your use of the services offered through the Program contemplated hereunder, and agree to adhere to the Terms of Use throughout your participation in the Program.

26. Miscellaneous

Headings in this Advisory Agreement are descriptive and for convenience only and shall not be construed as altering the scope of the rights and obligations created by this Advisory Agreement. Defined terms shall have their assigned meanings wherever used in this Advisory Agreement or any of the agreements governing your participation in the Program, regardless of whether defined in this Advisory Agreement or used in the singular or plural. Unless expressly provided otherwise, the word "including" shall be construed as introducing examples of a category without limiting such category and shall, therefore, be construed as if the word "including" were replaced with the phrase "including but not limited to" or "including without limitation."

No course of dealing between you and Advisor, nor any delay by Advisor in exercising any rights or remedies hereunder, shall be deemed to be a waiver of any such rights or remedies. Any waiver of such rights or remedies shall not be construed as a waiver of any other right or remedy. Any right or remedy may be exercised as often as Advisor may determine in its sole discretion, and a waiver granted on one occasion shall not be construed as applying to any other occasion.

You acknowledge that the Program is intended for U.S. small businesses. Neither Advisor nor its affiliates represent or warrant that any aspect of the Program, including information available from the Platform and information provided through the Program, complies with any law or regulation of any jurisdiction outside of the U.S.

The signatory represents and warrants that he/she has been granted the full power and authority to enter into this Advisory Agreement by the Client. The signatory certifies that he/she is of legal age to enter into contracts in the state where he/she lives. The signatory agrees that, upon signature, this Advisory Agreement will have been duly authorized and will be binding. The signatory acknowledges that he/she is solely responsible for carefully reviewing and understanding all terms and conditions of this Advisory Agreement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of the Platform, including the deposit and contributions to and transfers from your Investing Account, by any person who uses your user account and password(s), as described in the Terms of Use. You must notify Advisor immediately if you know or suspect that the confidentiality of your password(s) has been compromised.

You represent and warrant that no term of this Advisory Agreement conflicts with or violates any duty you have under any law, regulation, or agreement.

If any provision of this Advisory Agreement or other agreement related to the Program and your Investing Account is held unenforceable or invalid under any law, rule, administrative or judicial order or decision, that holding shall not alter the enforceability or validity of this Advisory Agreement's remaining provisions. Without limiting the foregoing, if any portion of the Arbitration Agreement set forth above is invalidated, such invalidation shall not invalidate the remaining portions of the Arbitration Agreement.