AFINITIV LLC - INVESTMENT MANAGEMENT AGREEMENT

Fee Schedule: Residents of the United States and its Territories

This Agreement is entered into by and between:

The individuals, corporations, trusts, or other entities who are the Account Holder or who own a legal or beneficial interest in an Account if the Account is an Individual Retirement Account ("Client") and Afinitiv LLC, a Securities and Exchange Commission Registered Investment Adviser ("Adviser"). Client, being duly authorized, hereby agrees to contract with Adviser to act as investment manager for the Account in accordance with the following terms and conditions (the "Agreement").

IMPORTANT: Consent to Receive Electronic Communication and Delivery of Documents. By accepting the terms of this Agreement, Client consents to receive electronic communication and documents from Adviser. As an 'internet adviser', Adviser does not conduct face to face meetings, or send and receive communication by non-electronic means except as required by law. If Client does not consent to electronic delivery of documents, reports or other communication from Adviser, Client cannot consent to receive the services of Adviser.

1. Account Management. Client is opening an investment Account with Adviser (the "Account"). Client authorizes Adviser to buy, sell or otherwise trade securities or other investments in the Account without discussing the transactions with Client, or seeking Client approval in advance. Such securities may include, but are not limited to cash, stocks, exchange traded funds, mutual funds, bonds and foreign exchange. Client also authorizes Adviser to take all necessary action to effect securities transactions for the Account. This grant of discretion shall remain in full force and effect until terminated by Client or Adviser pursuant to Section 9 of this Agreement, or until Adviser receives notice of Client's death. The termination of this grant of discretion shall constitute a termination of this Agreement. If, in the event of Client's death, Adviser acts in good faith pursuant to this grant of discretion without actual knowledge of Client's death, any action so taken, unless otherwise invalid or unenforceable, shall be binding on Client's successors in interest.

Adviser offers investment advice via a technology platform that guides clients through the onboarding and investment management process and provides management services. As part of the investment management process provided via a technology platform, Client completes an investment questionnaire (the Questionnaire) which gathers information from Client upon which an investment recommendation is based. The technology platform we employ provides an automated investing service, as well as performance reporting and other services. Client acknowledges and understands that Adviser employs artificial intelligence (AI) and other automation tools in informing and implementing their investment decisions on behalf of Client.

Adviser shall make investment decisions for the Account according to the investment objectives and risk tolerance expressed by Client in their responses to a Questionnaire prepared by Adviser and the model portfolio in which Client's funds are subsequently invested (for further detail regarding model portfolios, see section 20 of this Agreement). Client acknowledges that Adviser has relied and will continue to rely on the information that Client has provided to Adviser via the Questionnaire they completed prior to accepting a recommendation. Client agrees to notify Adviser promptly, in writing (including by updating their information through Adviser's website), of any change to the information provided by Client, including any change to any investment objectives, risk tolerance, investment time horizon, and any investment policies, guidelines or reasonable restrictions. Client shall provide Adviser with additional information as Adviser may request from time to time to assist it in managing the Account. Adviser shall have no liability for Client's failure to provide Adviser with accurate responses to the Questionnaire, or other inaccurate information provided by Client in the Account opening process.

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2. Brokerage and Custody. Pursuant to the acceptance of this agreement by Client, Adviser will generally have the authority to determine the broker-dealers to be used to effect securities transactions and the brokerage rates to be paid. Where Adviser has authority to direct brokerage, for the trades generated by Adviser, the trades will typically be directed through Interactive Brokers (https://www.interactivebrokers.com/en/home.php) as custodian, broker dealer, and clearing broker. Other broker dealers may be utilized as required, at the sole discretion of Adviser. Adviser seeks best execution for Client transactions and may aggregate ("batch") trades for multiple client accounts where this is practicable and consistent with that duty, as described in Item 12 of Adviser's Form ADV Part 2A.

3. Reporting. Client will receive transaction confirmations and account statements directly from the custodian, at least quarterly, and may access the custodian's online portal using their login credentials to check the holdings and performance of their investments at any time. Adviser may also provide portfolio reports from time to time.

4. Fees. The Account shall be charged a monthly advisory fee based on the net liquidation value of the assets in the Account, charged monthly in arrears to the Account (the "Fee"). The Fee shall be charged at an annualised rate of 0.75%. This rate applies to clients resident in the United States or a United States territory. If Client's country of residence changes, Adviser may change the Fee to the rate set out in Adviser's Form ADV Part 2A for Client's new country of residence, in accordance with Section 4(d). Some client balances may attract a different fee, depending on their nature and circumstances, by prior agreement.

a. Payment. The Fee shall be charged directly to the Account monthly, in arrears. The first payment shall be prorated to cover the period from the date the Account is funded through to the first payment date. Thereafter, the Fee shall be accrued daily and charged each calendar month. The fee may be modified or changed by Adviser upon advance written notice to Client.

b. Computing Market Value. For the purpose of the Fee, the Account shall be valued daily at its net liquidation value as reported by the custodian, and the Fee shall accrue daily on that value. Where the custodian does not report a value for a security, it shall be valued in such manner as shall be determined in good faith by Adviser to reflect its fair value. Valuations for the purpose of the Fee shall be made by a technology platform on Adviser's behalf.

c. Additions and Withdrawals. Client may generally add funds to the Account at any time. Additional assets received into the Account after it is opened may be charged a pro rata fee based upon the number of days remaining in the month. Client may withdraw Account assets by written request, subject to the usual and customary securities settlement procedures. Adviser shall impose no start-up or closing fees in connection with the Account, although Client may incur brokerage and other fees as investments are bought, or sold.

d. Changes to the Fee. Client understands and agrees that the Fee shall continue until 30 days after Adviser has notified Client in writing of any change in the amount of the Fee applicable to the Account. At such time, the new Fee will become effective unless Client notifies Adviser in writing that the Account is to be closed.

e. Other Fees and Charges. Client shall be solely responsible for all transaction charges, and any charge relating to the custody of securities in the Account. The Fee covers only the investment management and advice services provided by Adviser and does not include brokerage fees, mark-ups and mark-downs, dealer spreads or other costs associated with the purchase and sale of securities, custodian fees, interest, taxes, or other Account expenses. Client shall be solely responsible for these additional expenses. Client understands that, in addition to the Fee paid to Adviser pursuant to this Agreement, some investments, such as Exchange Traded Funds and mutual funds, in which Client may be invested pursuant to this Agreement also charge their own investment or management fees and other expenses. Such fees are not charged to the cash component of the Account, but are deducted from the balance held by each individual manager. Client

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further understands that such investments as may be purchased under this Agreement on Client's behalf and may be available directly to Client without paying the Fee to Adviser.

5. Non-Exclusive Relationship and Conflicts of Interest. Client acknowledges and agrees that Adviser may act as an investment adviser to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients may differ from advice given or the timing and nature of action taken with respect to Client's Account. Client further recognizes that transactions in a specific security may not be accomplished for all clients' accounts at the same time or at the same price. Adviser does not trade for its own account. Adviser's related persons may buy or sell securities that are the same as, similar to, or different from those held in Client's Account, which poses a conflict of interest; Adviser maintains policies and procedures designed to ensure that neither Adviser nor any related person receives preferential treatment over Client. Adviser does not receive commissions, mark-ups or SEC Rule 12b-1 fees in connection with the investments held in the Account. However, as described in Items 4, 10, 12 and 14 of Adviser's Form ADV Part 2A, Adviser may receive referral fees or other consideration from third-party product and service providers whose products or services Client chooses to use, and receives services from Interactive Brokers that may benefit Adviser but not directly benefit Client's Account. These arrangements create conflicts of interest, which are disclosed and managed as described in Form ADV Part 2A.

6. Proxy Voting. Adviser shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by an Account. Client (or the plan fiduciary in the case of an Account subject to the provisions of the Employee Retirement Income Security Act of 1974 ["ERISA"]), expressly retains the authority and responsibility for, and Adviser is expressly precluded from rendering any advice or taking any action with respect to, the voting of any such proxies.

7. Assignment. This Agreement shall be binding on Client's heirs, executors, successors, administrators, conservators, and permitted assigns. Client may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) his or her rights or delegate his or her obligations under this Agreement, in whole or in part, without the prior written consent of Adviser. Adviser may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement without Client's consent.

8. Minimum Account/Relationship Size. There is no technical minimum amount required to open an Account, however it is not recommended that the Account be funded with less than $500.00.

9. Termination. This Agreement may be terminated by either party at any time without penalty upon receipt of written notice. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement. Upon termination, Client shall have the exclusive responsibility to monitor the securities in the Account, and Adviser shall have no further obligation to act or advise with respect to those assets. If Client terminates this Agreement within five (5) business days of its signing, Client shall receive a full refund of all fees and expenses.

10. Representations.

a. Adviser represents that it is registered as an investment adviser (CRD: 305672) with the Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940, and may also have notice filed in individual States and be registered as an investment adviser, or equivalent, in other jurisdictions as may be appropriate, and is authorized and empowered to enter into this Agreement.

b. Client represents and confirms that: (i) Client has full power and authority to enter into this Agreement; (ii) the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise; (iii) this Agreement has been duly authorized and shall be binding according to its terms; and (iv) Client is not subject to sanctions, including sanctions administered by the U.S.

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Department of the Treasury's Office of Foreign Assets Control, the United Nations, the European Union or the United Kingdom, and is not resident in a country or territory that is subject to sanctions. Client shall notify Adviser promptly if this representation ceases to be true.

c. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by Adviser are within the scope of the services and investments authorized by the governing instruments of, and/or laws and regulations applicable to Client. Such trustee or fiduciary further represents and warrants that he or she is duly authorized to bind Client to the terms of this agreement and enter into and renew this Agreement. The trustee or fiduciary shall provide Adviser with copies of the governing instruments authorizing establishment of the Account upon request. The trustee or fiduciary undertakes to inform Adviser of any material change in his or her authority or the propriety of maintaining the Account.

d. If Client is a corporation, partnership or limited liability company, the signatory on behalf of Client represents that the execution of this Agreement has been duly authorized by appropriate corporate action. Client undertakes to inform Adviser of any event that might affect this authority or the propriety of this Agreement.

11. ERISA Accounts. If the Account is subject to the provisions of the Employment Retirement Income Security Act of 1974, as amended ("ERISA") or corresponding provisions of the Internal Revenue Code, as amended (the "IRC"), Adviser acknowledges that it is a "fiduciary" (as defined in ERISA and the IRC respectively) with respect to performing its duties under this Agreement. Client agrees to maintain appropriate ERISA bonding for the Account and to include within the coverage of the bond the Adviser and its personnel, as may be required by law. Client represents that employment of Adviser, and any instructions that have been given to Adviser with regard to the Account, are consistent with applicable plan and trust documents. Client agrees to furnish Adviser with copies of such governing documents. The person signing this Agreement on behalf of Client also acknowledges its status as a "named fiduciary" (as defined in ERISA and the IRC respectively) with respect to the control and management of the assets held in the Account, and agrees to notify Adviser promptly of any change in the identity of the named fiduciary with respect to the Account. Client also acknowledges that the Account is only a part of the plan's assets, and that Adviser is not responsible for overall compliance of such investments with the requirements of ERISA or any other governing law or documents.

12. Risk and Liability. Adviser shall manage only the securities, cash and other investments held in Client's Account, and in making investment decisions for the Account, Adviser shall not consider any other securities, cash or other investments owned by Client. Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Adviser shall not be responsible for any loss incurred by reason of any act or omission of Client, custodian, any broker-dealer, or any other third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Client may have under applicable state or federal law, including without limitation the state and federal securities laws, nor any duty Adviser owes to Client as a fiduciary under the Investment Advisers Act of 1940. By entering into this Agreement, Client and Adviser agree that disputes arising from this Agreement will be resolved by arbitration rather than in court and without a jury trial, subject to the exceptions set out in Section 22 (including in relation to class actions).

13. Legal Proceedings. Adviser shall not render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies. Client hereby expressly retains exclusive responsibility and liability for any such legal action relating to any such investments held in the Account.

14. Notice. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or transmitted by electronic mail (email), facsimile (with hard copy sent by U.S. mail), sent by overnight courier (postage prepaid), or three days after mailing by registered mail (first class postage prepaid). All notices or communications to

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Adviser should be sent via email to welcome@afinitiv.com. All notices or communications to Client shall be sent to the email address, or physical address as specified by Client in their application to open an Account with Adviser.

15. Governing Law. This Agreement and all of the terms herein shall be construed and governed according to the laws of the State of Nevada, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

16. Entire Agreement. This Agreement represents the parties' entire understanding with regard to the matters specified herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

17. Severability. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, it shall not affect the validity or enforceability of the remainder of this Agreement. To this extent, the provisions of this Agreement shall be deemed to be severable.

18. Disclosure Documents. Client acknowledges receipt and understanding of: Adviser's Form ADV Part 1, Form ADV Part 2A, Form CRS (Form ADV Part 3) and Privacy Policy. Client also acknowledges that Client understands and accepts the risk factors and the fees associated with the Account. Client has the right to terminate this Agreement without penalty within five (5) business days after entering into the Agreement.

19. Amendments. Adviser shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective thirty (30) days after Adviser has notified Client in writing of any change, or such later date as is established by Adviser.

20. Model Portfolios. Adviser manages and maintains a number of model portfolios to cater to a wide range of investor needs. These portfolios are comprised of a range of underlying investments which have been selected by Adviser in accordance with the objective of the portfolio and any conditions within financial markets which are considered relevant by Adviser. All portfolios will be rebalanced periodically in accordance with the views of Adviser. When a portfolio is rebalanced, or an investment bought or sold, on Client's behalf, brokerage fees will be incurred and charged to Client. Adviser does not receive any portion of the brokerage fees incurred; however, Adviser receives certain services from Interactive Brokers that may benefit Adviser, as described in Item 12 of Adviser's Form ADV Part 2A. Each model portfolio composition, and each change to it, is reviewed and approved by an investment professional of Adviser before it is implemented in client accounts. Adviser will only instigate a rebalancing of a portfolio, or the purchase or sale of an underlying investment in the event that it is considered by Adviser that there may be potential benefit to Client in doing so.

Any portfolios managed by Adviser may be comprised of a variety of financial instruments, including stocks, certain kinds of Exchange Traded Funds (ETFs) and mutual funds. For the purposes of asset allocation to various risk tolerances, these assets are broadly categorized as either Growth assets, or Defensive assets. Growth assets are those assets which have the potential to achieve growth over the long term, while Defensive assets are those assets which have the potential to avoid, mitigate, or absorb losses experienced in Growth assets. **The specific composition of any portfolio is subject to change over time in accordance with the investment decisions of Adviser, circumstances specific to Client, account funding and withdrawal decisions on the part of Client and/or conditions within financial markets.**

The standard portfolios offered by Adviser at the time of this Agreement, which are available for Individual, Traditional IRA, Roth IRA and SEP IRA accounts, and their risk profiles, are as follows:

Asset allocation. For this Section, investments are classed as Income assets (bonds and other fixed-income funds, cash and money-market funds, and funds whose main aim is income, such as dividend and real-estate income funds) or Growth assets (shares and funds whose main aim is capital growth). The target

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ranges below are indicative only and will not necessarily reflect a portfolio's actual allocation at any point in time; allocations may also move outside them between rebalances as markets move. Adviser may, at its discretion, manage any portfolio away from these ranges where it considers this appropriate, in particular by increasing the allocation to Income assets, up to 100% of the portfolio. Adviser will not intentionally hold Growth assets above the top of a portfolio's indicative Growth range.

Portfolio	Risk tier	Income (indicative)	Growth (indicative)	Profile
Afinitiv Foundation	1 of 5	100%	0%	**Income.** Income assets only, such as bonds and dividend-paying funds. Aims for regular income with modest growth. Suggested horizon 3+ years. Value can still fall, especially when interest rates rise.
Afinitiv Core	2 of 5	55–75%	25–45%	**Income and growth.** Income assets with a smaller share of growth assets. Aims for income plus moderate growth. Suggested horizon 5+ years. Expect moderate ups and downs.
Afinitiv Horizon	3 of 5	35–55%	45–65%	**Balanced growth.** A balance of growth and income assets. Aims for long-term growth with some income. Suggested horizon 7+ years. Large falls are possible in bad years.
Afinitiv Vantage	4 of 5	15–35%	65–85%	**Growth.** Growth assets with a smaller share of income assets. Aims for strong long-term growth. Suggested horizon 10+ years. Expect sharp, sometimes prolonged falls.
Afinitiv Apex	5 of 5	0–15%	85–100%	**Aggressive growth.** Almost entirely growth assets, including higher-volatility areas. Aims for the highest long-term growth of our portfolios. Suggested horizon 10+ years. Only for investors who can stay invested through deep, prolonged falls.

The portfolio to which Client is matched, and its risk profile, is shown to Client prior to their acceptance and Account opening. Client acknowledges and accepts that the composition and asset allocation of each portfolio will vary over time and this may result in periods of outperformance or underperformance relative to a benchmark index.

Adviser reserves the right to add additional portfolios at any time, for any purpose. Client acknowledges that all investments involve risk and Adviser makes no guarantee, implicit or explicit, regarding the future performance of any portfolio Adviser offers, or the performance of any underlying investment selected by Adviser to form a part of any portfolio.

21. Miscellaneous.

a. The effective date of this Agreement shall be the date of its electronic acceptance by Client, unless Client has accepted a previous version, in which case the effective date shall be 30 days from the date of Client receipt.

b. All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

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c. Client may have been introduced to, or become aware of Adviser by an appointed Ambassador of Adviser. An Ambassador is not an employee of Adviser and does not have the authority, or capability to provide advice on Adviser's behalf, or to bind Adviser in any way. Any views, ideas or opinions expressed by an Ambassador are those of the Ambassador only and may not reflect the views, ideas or opinions of Adviser. The role of the Ambassador is generally to communicate information of an educational nature in relation to the services of Adviser, or in relation to topics which are directly, or indirectly related thereto. Ambassadors may be compensated by Adviser, including by reference to Adviser's revenue, for introducing clients. Any such arrangement will be subject to a written agreement and to the disclosures required by Rule 206(4)-1 under the Investment Advisers Act of 1940, which will be provided to Client at the time of the introduction, including whether the Ambassador is compensated and any material conflicts of interest. Client does not pay a higher Fee as a result of being introduced by an Ambassador.

22. Pre-Dispute Arbitration. Any controversy or dispute that may arise between Client and Adviser concerning any transaction or the construction, performance or breach of this Agreement shall be settled by binding arbitration administered by JAMS in accordance with its Streamlined Arbitration Rules & Procedures (or, where the amount in dispute requires, its Comprehensive Arbitration Rules & Procedures) then in effect. Where Client is an individual, the arbitration shall also be conducted in accordance with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness, Client's share of arbitration fees shall not exceed the consumer filing fee permitted under that policy, and Adviser shall pay all other JAMS fees and arbitrator compensation. The arbitrator(s) shall be selected in accordance with the JAMS rules and shall be neutral and independent of both parties; the parties shall request that at least one arbitrator have knowledge of investment advisory activities. Where Client is an individual, any hearing shall take place in the county in which Client resides, or by video conference if Client so elects. Judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction. Nothing in this Section prevents either party from bringing an individual claim in small claims court where the claim qualifies, or waives Client's right to seek public injunctive relief in a court of competent jurisdiction where that right cannot be waived under applicable law.

- **Arbitration is final and binding on all parties.**
- **The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**
- **Arbitrators are selected under the rules of JAMS and are independent of both parties.**

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein. The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referrable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

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23. Execution. Client and Adviser have executed this Agreement as of the date and time of acceptance by Client, as reflected in the Time Stamp. Client signs this Agreement electronically by typing Client's full legal name, and Client's electronic signature has the same legal effect as a handwritten signature. By Client accepting this Agreement, each party acknowledges that it has received, read, understands, and agrees to be bound by and fulfil the obligations set forth in this Agreement.

24. Exit Fees. While Adviser does not charge an entry fee, or an exit fee, Client acknowledges and understands that their previous broker dealer/custodian may charge an exit fee. In instances where there is insufficient free cash in Client's account to cover any exit fee charged prior to transfer to Adviser, that fee will not be paid by Adviser. In such an event, Client will be solely responsible for making the necessary arrangements with the outgoing broker dealer/custodian.

25. Authority to Transfer. By electronic acceptance of this Agreement, Client provides authority to Adviser to initiate the transfer of assets from an outgoing account nominated by Client into Client's Account at the custodian, held in Client's name. Client also provides authority for Adviser to sell down, or to initiate the sale of, any incoming securities held by Client in the Account. Other than the deduction of the Fee in accordance with Section 4, Adviser has no authority to withdraw or transfer funds or securities out of the Account, and may not direct any assets to itself or to any third party.

ACKNOWLEDGEMENT OF RECEIPT AND ELECTRONIC EXECUTION

By providing electronic acceptance of this Agreement, Client is accepting the Terms of this Agreement in their entirety, acknowledging receipt of a copy of this Agreement, a copy of Parts 1, 2 and 3 of Adviser's Form ADV, Privacy Policy and any other disclosures provided prior to entering into an advisory relationship with Adviser and opening an Account.

THIS AGREEMENT IS INTENDED FOR ELECTRONIC ACCEPTANCE ONLY. THE RECORD AND TIME OF ACCEPTANCE BY CLIENT WILL BE FILED AUTOMATICALLY WITH ADVISER, ALONG WITH QUESTIONNAIRE RESPONSES AND CLIENT PARTICULARS.

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