

Sidepocket Incorporated

Advisory Client Agreement

You (“Client”) and Sidepocket Incorporated, a Delaware corporation and an SEC registered investment adviser (“Sidepocket”), agree to enter into an investment advisory relationship (the “Agreement”). This Agreement is effective as of the first day an account is opened in connection with this Agreement and is ready to receive trading instructions from Sidepocket (the “Effective Date”).

In consideration of the mutual covenants herein, Client and Sidepocket agree as follows:

1. Services

Client appoints Sidepocket to provide investment advisor services via the accounts established by Client at Sidepocket (each the “Client Account,” “Sidepocket Account” or “Account”). Sidepocket shall have no authority hereunder to take or have possession of any assets in the Account or to direct delivery of any Securities.

2. Representations and Warranties.

(a) Client represents and warrants to Sidepocket and agrees with Sidepocket as follows:

i. Client has the requisite legal capacity, authority and power to execute, deliver and perform his or her obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by Client and is the legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms. Client’s execution of this Agreement and the performance of his or her obligations hereunder do not conflict with or violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise. If the Client is an entity, the individual trustee, agent, representative or nominee (the “Client Representative”) executing this Agreement on behalf of Client has the requisite legal capacity, authority and power to execute, deliver and perform such execution and the obligations under this Agreement as applicable. Specifically, if the Client is a corporation, limited liability company, partnership, or other legal entity that is not an individual, the Client Representative signing this Agreement on such Client’s behalf has been authorized to execute this Agreement by appropriate corporate, member or manager, partnership or similar action. If this Agreement is entered into by a trustee or fiduciary, the trustee or fiduciary has authority to enter into this Agreement on behalf of the Client. The Client has the power and authority to enter into this Agreement and that the services described herein are authorized under the Client’s applicable articles, certificate, charter, operating agreement, partnership agreement, plan document, trust or organizational, delegation or formation documents or law. Client will deliver to Sidepocket evidence of Client’s and Client

Representative's authority on Sidepocket's request and will promptly notify Sidepocket of any change in such authority, including but not limited to an amendment to Client's organizational, delegation or formation documents that changes the information Client provides to Sidepocket on opening the Account. Client Representative has the authority to act on behalf of the Account, and Sidepocket is entitled to rely upon and may accept such instructions from the Client Representative, which may be limited due to only one Client Representative having log-in privileges to the Account, without any requirement to seek confirmation of instructions from the other Client Representatives.

ii. For Entity Clients: If Client Representative is entering into this Agreement, Client and Client Representative understand and agree that the representations, warranties and agreements made herein are made by Client both: (a) with respect to Client; and (b) with respect to the Client Representative.

iii. Client will provide Sidepocket with complete, current and accurate information about Client's identity, background, net worth, investing timeframe, other risk considerations, any Securities from which Client may be or become legally restricted from buying or selling, as requested, and other investment accounts, as requested, in the Investment Profile and will promptly update that information as Client's circumstances change.

Client acknowledges that Sidepocket may require further documentation verifying Client's identity or the identity of the Client's beneficial owners, if any, and the source of funds used to make payment or deposit to Sidepocket. Client hereby agrees to provide such documentation as may be requested by Sidepocket. Furthermore, Client acknowledges and agrees that Sidepocket may release confidential information regarding Client and, if applicable, any of Client's beneficial owners, to government authorities, if Sidepocket, in its sole discretion, determines after consultation with counsel that releasing such information is in the best interest of Sidepocket.

i. If Client specifically provides a photograph of Client's likeness and/or other personal identifying information to Sidepocket for public display, then Client hereby grants permission to Sidepocket to use the provided photograph of Client's likeness, Client's name and/or other information, in a commercially reasonable manner on its website www.Sidepocket.com (the "Site") or its related mobile application (the "App"), any related and/or affiliated sites, and in marketing materials now and in the future, until such time as this Agreement is terminated by either party. Client waives any and all rights to compensation as a result of such use of Client's explicitly provided photograph of Client's likeness, Client's name and/or other information.

ii. Client agrees to use Sidepocket solely for Client's personal, non-commercial use, and not in connection with any competitive analysis (as determined by Sidepocket).

(b) Client understands and agrees that (A) Sidepocket does not guarantee the performance of the Account, is not responsible to Client for any investment losses, and the Account is not insured against loss of income or principal; (B) there are significant risks associated with investing in Securities, including, but not limited to, the risk that the Account could suffer substantial diminution in value, and this risk applies even when the Account is managed by an investment adviser; (C) the past performance of any benchmark,

market index, ETF, or other Security does not indicate its future performance, and future transactions will be made in different Securities and different economic environments

(c) Client understands and agrees that the Account will be managed solely by Sidepocket based on the information Client has provided to Sidepocket. Client further understands that if any of the information Client provides to Sidepocket is or becomes incomplete or inaccurate, the Account's activities may not achieve Client's desired investment or tax strategy, the Account may purchase Securities from which Client is restricted from purchasing at that time or the Plan may be inappropriate for Client. An Account's transactions may be executed at approximately the same time as other client accounts managed by Sidepocket in accordance with other clients' investment plan, and if the transactions are large in relation to the trading volume on that particular day, the price may be different than it would be for the execution of a smaller transaction. Client understands and agrees that Sidepocket has sole discretion regarding the manner in which transaction orders are placed for the purchase and sale of Securities for the Client Account(s). Client further understands and agrees that prices of Securities purchased and sold for the Client Account(s) may be less favorable than the prices obtained for the same Securities in similar transactions by other client accounts managed by Sidepocket and/or other non-related market participants.

i. Client understands and agrees that an Account's composition and performance may be different for a variety of reasons from those of any Plan recommendation to a Client. These differences can arise each time the Plan is adjusted or rebalanced, including, but not limited to, the following instances: (A) when the Account is established and the initial Securities positions are established; (B) when Client contributes additional capital to such Account; (C) when Client revises his/her Investment Profile and causes Sidepocket to recommend a new Plan or revise the existing Plan; (D) each time the Advisory Fee (described in Section 5) is charged and paid from such Account; and (E) any time Sidepocket adjusts its algorithm by which the composition of the Account is maintained as specified for the Plan. On any such adjustment, Sidepocket may adjust the Plan in its discretion to approximate the composition specified in the Plan as closely as reasonably practicable based on the conditions at the time.

ii. Client understands and agrees that the prices of Securities purchased or sold for the Account may be less favorable than the prices in similar transactions for other Sidepocket Clients for whom Sidepocket has designated different Plans.

iii. Client understands and agrees that the Account must maintain at all times a minimum balance (\$500 or as otherwise specified by Sidepocket on the Site or App) unless the balance drops below the specified minimum due solely to decreases in the values of the Account's Securities and not due to any withdrawals of funds while the balance of the Account met the minimum as provided in this Section 2(b)(vi). Without in any way limiting Sidepocket's rights pursuant to Section 13 hereof, if the Account balance falls below the specified minimum, Sidepocket may liquidate the Account holdings, deliver the proceeds of the liquidation to Client, and close the Account.

3. Custody

Sidepocket shall not be liable to Client for any act, conduct or omission by the brokerage partner and/or the clearing broker in its capacity as broker or custodian. At no time will Sidepocket accept, maintain possession or have custodial responsibility for Client's assets or securities. Client assets and securities will be delivered between Client.

4. Confidentiality

Except as required by law or requested by regulatory authorities, (a) Sidepocket agrees to maintain in strict confidence all of Client's non-public personal and financial information that Client furnishes to Sidepocket, except for information that Client explicitly agrees to share publicly, and (b) Client agrees to maintain in strict confidence all investment advice and other non-public information that Client acquires from Sidepocket in connection with the Account. Client agrees that Client shall not use investment recommendations and other confidential information Client receives from Sidepocket for any purpose other than managing the Account, including, but not limited to, developing a service that competes with the Site or Sidepocket's services. Client acknowledges receipt of and consents to Sidepocket's Privacy Policy available at [INSERT LINK] Client understands, acknowledges, and agrees that they can opt-out of the Sidepocket Privacy Policy and certain portions of the Sidepocket Privacy Policy at any time; however, if the Client does opt out, Sidepocket may choose to terminate this Agreement and related Account(s). Notwithstanding any provisions in this Agreement to the contrary, Sidepocket may share Client's non-public personal and financial information with affiliates of Sidepocket in connection with providing and/or enhancing the services provided to Client.

5. Advisory Fee

(a) Sidepocket specifies the fee rate it charges a Client (the "Advisory Fee") and posts the Advisory Fee on the Client's Account page on the Site and the App. Except as provided below, the fees due for each calendar month (consisting of the aggregate of the daily fee for each day in that calendar month) shall be due and payable in arrears no later than the tenth business day of the immediately following calendar month. Sidepocket will promptly notify Client of any increase or decrease in the Advisory Fee. An increase in the Advisory Fee will be effective for the Account starting in the next month that begins at least 30 days after Sidepocket sends or posts such notice. A reduction in the Advisory Fee will be effective for the Account starting in the next month following its reduction.

i. If Client closes the Account, or otherwise terminates this Agreement on any date other than the last business day of the month (except under the circumstances covered by Section 5(b)), Client shall pay any outstanding aggregate daily fees for the period from the day immediately following the last day of the last calendar month for which Client has paid, through the effective date of such withdrawal or termination.

(b) If, for any reason, Sidepocket closes and liquidates all the positions held in the Account, Client will receive the proceeds of the liquidated portion of the Account net of any Advisory Fee due, and this Agreement shall terminate.

(c) If, for any reason, there is insufficient cash available in the Account to cover the Advisory Fees at the time they are charged, Sidepocket, in its sole discretion, may cause certain Securities in the Account to be liquidated to allow the Advisory Fees to be deducted from the Account.

(d) Sidepocket reserves the right, in its sole and absolute discretion, to reduce or waive the Advisory Fee for certain Client Accounts for any period of time determined by Sidepocket. In addition, Client agrees that Sidepocket may waive its fees for the Accounts of clients other than Client, without notice to Client and without waiving its fees for Client. In exercise of its sole and absolute discretion Sidepocket may amend or terminate any reduction or waiver of the Advisory Fee. Sidepocket will promptly notify Client of any increase or decrease in the reduction or waiver of the Advisory Fee. A change in the waiver or reduction of the Advisory Fee will be effective for the Account starting in the next month that begins at least 30 days after Sidepocket sends or posts such notice.

6. Valuation

The assets in the Account will be valued by Sidepocket's third-party brokerage partner.

7. Responsibility for Expenses

Sidepocket charges Client the Advisory Fee as provided in Section 5 hereof. Clients may bear additional fees, however, such as fees embedded in the products (including without limitation ETFs or mutual funds).

8. Payment of Fees

Sidepocket may, in its discretion, either (a) cause the Account to pay to Sidepocket any amount owing to Sidepocket under this Agreement or (b) bill Client for such amount, in which case Client shall pay such amount to Sidepocket within ten (10) days of Client's receipt of such bill. Notification to Client will be through Client's user account on the Site or by email at the address(es) provided by Client to Sidepocket.

9. Limitation of Liability and Indemnification

(a) To the extent permitted under applicable law, Client understands and agrees that Sidepocket will not be liable to Client for any losses, expenses, damages, liabilities, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) (collectively, "Losses") incurred by Client with respect to any Accounts, except to the extent that such Losses are actual losses of the Client proven with reasonable certainty and are the direct result of an act or omission taken or omitted by the Adviser during the term of this Agreement which constitutes willful misfeasance, bad faith or gross negligence under this Agreement. Without limitation, Sidepocket shall not be liable for Losses resulting from or in any way arising out of (i) any action of the Client or its previous or other agents, (ii) force majeure or other events beyond the control of Sidepocket, including without limitation any failure, default or delay in performance resulting from computer or other electronic or mechanical equipment failure, unauthorized access, strikes, failure of common carrier or utility systems, severe weather or breakdown in communications not reasonably within the control of Sidepocket or other causes commonly known as "acts of god", or (iii) general market conditions unrelated to any violation of this Agreement by Sidepocket.

(b) Client (and in addition, for entity accounts, Client Representative) shall reimburse, indemnify, defend and hold harmless Sidepocket, its affiliates and their directors, officers, shareholders, employees and any person controlled by or controlling Sidepocket from and against any and all Losses relating to this Agreement or the Account arising out of any misrepresentations or act or omissions or alleged act or omission on the part of the Client (or Client Representatives) or previous or the custodian or any of their agents, except if such Losses are the direct result of Sidepocket's willful misfeasance, bad faith or gross negligence in the performance of Sidepocket's duties or by reason of Sidepocket's reckless disregard of its obligations and duties hereunder. In addition to the above indemnities, for entity Clients, the Client Representative shall further indemnify and defend Sidepocket and Sidepocket's directors, officers, shareholders, employees and affiliates ("Indemnified Persons") and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are incurred, resulting from or in connection to Client's assertion of Client Representative's lack of proper authorization from Client to enter into this Agreement. Notwithstanding anything in this Section 9 or otherwise in this Agreement to the contrary, nothing herein shall constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws, which rights may arise even if Sidepocket's recommendation or other act or failure to act hereunder does not constitute willful misfeasance, bad faith or gross negligence in the performance of Sidepocket's duties or by reason of Sidepocket's reckless disregard of its obligations and duties hereunder.

10. Termination; Withdrawals

This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by Client to Sidepocket through the Site and by Sidepocket to Client through the primary email address in Client's Account Application as Client shall update from time to time.

11. Independent Contractor

Sidepocket is and will hereafter act as an independent contractor and not as an employee of Client, and nothing in this Agreement may be interpreted or construed to create any employment, partnership, joint venture or other relationship between Sidepocket and Client.

12. Assignment

Sidepocket may not assign this Agreement without the prior consent of Client or the consent of any additional authorized signatories on behalf of Client, if such consent is required under the Investment Act of 1940, as amended. In the event of an assignment by Sidepocket, Sidepocket shall request any required consent(s) of Client within a specified reasonable time (which shall not be less than thirty (30) days). If Client does not respond to such request within the time specified, Sidepocket shall inform Client that the proposed assignee will continue the advisory services of Sidepocket for a specified reasonable time (which shall not be less than thirty (30) days), and if Client does not respond to such second notice from Sidepocket, Client's continued acceptance of investment management services from the proposed assignee shall constitute Client's consent(s) to the assignment. This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

13. Delivery of Information

Client acknowledges electronic delivery of Sidepocket's brochure that would be required to be delivered under the Act (including the information in Part 2 of Sidepocket's Form ADV), which is available on the Site and the App and provided here:

https://files.adviserinfo.sec.gov/IAPD/Content/Common/crd_iapd_Brochure.aspx?BRCHR_VRSN_ID=672875

On written request by Client, Sidepocket agrees to annually deliver electronically, without charge, Sidepocket's brochure required by the Act.

14. Governing Law

This Agreement shall be governed exclusively by and construed and interpreted in accordance with the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of California, excluding its provisions on conflicts or choice of laws. Except as otherwise expressly set forth in Section 19 of this Agreement below, any legal action or proceeding arising under this Agreement shall be brought exclusively in courts located in San Francisco, California or federal court for the Northern District of California, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

15. Arbitration

Any dispute, claim or controversy arising out of or relating to the advisory services provided by Sidepocket, this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate (each a "Dispute"), shall be **resolved solely by binding, individual arbitration rather than a class, representative or consolidated action or proceeding**. You and Sidepocket each further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Agreement, and that each party is waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement.

(a) Exceptions and Opt-Out. As limited exceptions to mandatory arbitration as set forth in this Section 19 of this Agreement: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) the parties each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. In addition, **you will retain the right to opt out of arbitration entirely and litigate any Dispute** if you provide us with written notice of your desire to do so by email at support@Sidepocket.com or by regular mail at Sidepocket Adviser's physical address within thirty (30) days following the date you first agree to the terms of this Agreement.

(b) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Agreement. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in- person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in San Mateo County, California, unless the parties both agree in writing to a different location. You and Sidepocket agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of the terms of this Agreement.

(c) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(d) Effect of Changes on Arbitration. Notwithstanding anything in this Agreement, if Sidepocket changes any of the terms of this Section 19 after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you may reject any such change by sending us written notice (including by email to support@Sidepocket.com) within 30 days of the date such change became effective, as indicated in the "Effective Date" above or in the date of Sidepocket's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Sidepocket in accordance with the terms of this Section 19 as of the date you first accepted the terms of this Agreement (or accepted any subsequent changes, supplements or amendments to this Agreement).

(e) Class Action Waiver. **YOU AND SIDEPOCKET AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if our Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If any of the specific provisions within this Section 19 are found to be unenforceable, the remainder of this Section 19 shall not be affected thereby and, to this extent, the provisions of this Section 19 shall be deemed to be severable.

16. Notices

All notices and communications under this Agreement must be made through the Site or by email. Sidepocket's contact information for this purpose is support@Sidepocket.com, and Client's contact information for this purpose is contained in Client's user account on the Site and the primary email address(es) in Client's Account Application as Client shall update from time to time.

17. Severability and Amendment

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof. Client acknowledges that Sidepocket may amend this Agreement from time to time, which amendment(s) will become effective and applicable to Client when published on the Site or otherwise made available to Clients (except as provided in Section 5(a)) and shall govern the relationship between the Client and Sidepocket during the entire term of this

Agreement. Client acknowledges that Client will be responsible for checking the Site periodically for such amendment(s) to this Agreement.

18. Waiver or Modification

Sidepocket's waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall Sidepocket's waiver or modification granted on one occasion be construed as applying to any other occasion.