Introduction

This Agreement defines the investment advisory relationship between you and Fruitful Advisory, LLC ("Fruitful," "Adviser," "we," "us," or "our"), a wholly-owned subsidiary of Fruitful, Inc. and an SEC-registered investment adviser, in providing you with the various services available now and in the future ("Services") as conferred to You as part of your Fruitful Membership. "You" or "your" is defined as the Individual or, for Joint Memberships, the two Individuals, named in the corresponding Fruitful Membership. You may also be referred to as the "Client." If this Agreement is with a Joint Membership, we will base our Services on Your joint goals as collectively given to us, and may rely on instructions and information received from any of the Individuals that make up the Joint Membership. We are not accountable for any change in your relationship and can continue to act on the instructions of any of the Individuals as long as this Agreement remains in effect. We shall not be liable for transactions made in violation of any of Your instructions, restrictions or other policies governing the Client Account, unless You have provided such instructions, restrictions or other policies to us.

We have prepared a written disclosure brochure on Form ADV, Part 2A (the "Brochure"), which is included with this Agreement, that contains a detailed description of the Services available to you.

Our Services

Electronic Relationship

A designated Fruitful Financial Guide provides Services through the Fruitful Website. All materials, including agreements, documents, disclosures, and notices, will only be delivered electronically. You will not receive paper versions unless required by law or at our discretion. The Services are only available to You as an active Fruitful Member and You must provide a valid email. If You fail to provide a valid email, we may terminate the Agreement. You confirm that You have read this Agreement, as well as any other related agreements related to Your Membership. If You lack the necessary device or reject electronic signing or delivery, You may no longer be eligible for the Services and may be removed at our discretion.

Role of Fruitful

You appoint us to act as Your investment adviser and agent as described in this Agreement. Fruitful accepts this appointment under the terms and conditions outlined herein. Adviser shall act as a fiduciary with respect its advisory services provided to Client under this Agreement (including, with respect to any retirement plan account or as defined under the Internal Revenue Code with respect to any individual retirement account included in the Services, as a fiduciary as defined under ERISA). Client acknowledges that investments bear various risks and may not always be profitable. Adviser will not be liable for (i) losses arising from acts or omissions taken by the the Adviser in good faith, (ii) adherence to Client's instructions, restrictions or other policies, (iii) third-party actions, (iv) Client's failure to follow Adviser's advice, or (v) uncontrollable events. Also, Adviser is not liable for losses arising from investments not recommended or charged by the Adviser, or assets not managed under this Agreement. This does not waive any rights Client may have under Federal and state securities laws.

Financial Roadmap Service

Fruitful will provide Client with ongoing, comprehensive financial planning services ("Financial Roadmap") through its interactive website, online application, client portal and other technologies. The Financial Roadmap involves an evaluation of Client's current and future financial state in order to predict cash flows, asset values, and withdrawal plans. With the assistance of a Fruitful Financial Guide, Client will establish their financial goals and values, which will serve as the foundation for the customized Financial Roadmap.

The Roadmap may address areas such as goal-based life planning, cash flow analysis, retirement analysis, asset protection, and estate planning - recommendations are subject to change based on Client objectives, goals, financial details, and market conditions. Client always retains absolute discretion over the implementation of the Roadmap recommendations.

Communicating with Each Other

We'll regularly communicate with you about the Services through various means, including email, in-app messaging, video calls, and telephone calls. You can generally give us instructions through in-app messaging, email, or verbally with written confirmation, and we may require additional verification in some instances. You can also reach us by email at support@fruitful.com.

Statements and Reports

We communicate key information about Your progress through the Fruitful Website, mobile application, and other written communications. Adviser will provide Client with periodic reports reflecting the performance of any investment account(s). Apex will provide Client with a monthly statement showing all transactions and account asset details. Please review all provided information, statements, and confirmations for accuracy and report errors promptly.

Your Information

Client represents that it has the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which Client is bound. Client agrees to promptly deliver any additional documentation that Adviser reasonably believes appropriate to Client's goals and this engagement.

On an ongoing basis, you agree to provide us with accurate information about your assets, investment goal, risk tolerance, time horizon, financial situation and needs, and other investment information. You represent that all information provided through the profiling process or otherwise in connection with the Services will be accurate and complete. We will rely upon this information, in part, to provide financial guidance and investment advice through the Services and in managing your assets.

In order to facilitate the collection of necessary information, Client will link their financial accounts via the Fruitful mobile application or Website. Account linking allows our CERTIFIED FINANCIAL PLANNER™ professionals to provide you with accurate, actionable guidance, analysis, and advice as part of the Financial Roadmap Service. Additional information regarding account linking and other data practices can be found in the Fruitful Privacy Policy.

It is Your responsibility to notify us promptly of any updates to such information.

Risk Factors and Potential Conflicts of Interest

Investing in securities involves risk of loss that Client should be prepared to bear. While Adviser seeks to diversify Client's investment portfolio across various asset classes consistent with Client's investment objectives in an effort to reduce risk of loss, all investment portfolios are subject to risks. These risks include fluctuations in market value, interest rate risk, inflation risk, currency risk, liquidity risk, and political risk, among others.

Adviser and its personnel may buy or sell securities that are also recommended to Clients, creating a potential conflict of interest. Adviser maintains policies and procedures, including a Code of Ethics, reasonably designed to mitigate such conflicts. Additional information regarding the risk factors and potential conflicts of interest that may apply is provided in the Brochure.

Retirement Accounts

If Client's investment account is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or corresponding provisions of the Internal Revenue Code, Adviser acknowledges that it is a "fiduciary" with respect to such account within the meaning of ERISA and will manage the account consistent with its fiduciary duties thereunder.

Additional Important Information

Indemnification

Each party agrees to indemnify and hold harmless the other, and its respective officers, directors, employees and agents from and against any claims, losses, expenses, damages or liabilities ("Losses") incurred in connection with this Agreement, except in the case of Losses arising out of willful misfeasance, bad faith, or gross negligence on the part of the indemnified party.

Term and Termination

This Agreement shall remain in effect until terminated by either party upon 30 days written notice to the other. Additionally, the Agreement shall be automatically terminated upon termination of the Fruitful Membership. Termination of this Agreement will not affect the validity of prior action taken by Adviser or liabilities or obligations from transactions prior to termination.

Assignment

Neither party may assign this Agreement without the consent of the other party. Transactions that do not result in a change of actual control or management of Adviser shall not be considered an assignment.

Governing Law, Venue, Jurisdiction

This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of New York without regard to choice of law considerations.

Arbitration

In the event of a dispute or controversy arising out of this Agreement or its interpretation, the parties shall first attempt in good faith to resolve the dispute informally or by means of commercial mediation without the necessity of a formal proceeding.

Any controversy or dispute not resolved by commercial mediation shall be submitted to and resolved exclusively by arbitration in New York under the rules of the American Arbitration Association, upon written notice of demand for arbitration by the party seeking the arbitration, setting forth the specific matters of their claim or claims being made. Nothing herein shall be interpreted so as to waive or impair, waive, or limit Fruitful's right to pursue a money judgment and/or exercise any lien rights of its subsidiaries in a court of competent jurisdiction upon a default under the terms of this or any subsidiary Agreement.

Confidentiality

Adviser will maintain all information regarding Client in strict confidence. Adviser will not use or disclose any information to third parties except as authorized by Client, required by regulators or law enforcement officials, necessary to complete transactions in the account, or otherwise provided for in Adviser's Privacy Policy.

Fees

In consideration for the Services rendered by Adviser under this Agreement, Client shall pay only the Membership Fee as outlined in the Fruitful Membership Agreement. The Services are included in Client’s financial wellness membership.

Your Representations

You represent that You have the full legal power, authority and capacity to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which You are subject or bound, whether arising out of contract, operation of law, or otherwise.

You represent that You have provided us with a complete and accurate representation of Your financial situation, goals and investment needs, including documentation related to your financial picture and in connection with this Agreement. You agree to promptly inform us of any material changes in the information. We are not required to verify the accuracy of the information. You agree to provide us with any information that we may request in the future to comply with all applicable anti-money laundering or other laws. If there is more than one Individual that is party to this Agreement, you both agree that the information you provide to Fruitful reflects the views and circumstances of both Individuals.

You acknowledge that you have received copies of Fruitful’s Brochure and Form ADV Part 2B Supplemental Brochure(s) and Form CRS.