

Client:

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THIS AGREEMENT between Fruitful, Inc (“Adviser”) and the Client, is effective as of the date on the signature page of this agreement, once upon the adviser receives and signs this Agreement that has been executed by the Client. By signing this Agreement, the Client acknowledges engaging the Adviser to provide advisory services for the Client’s investment account(s).

1. **Appointment as Investment Adviser:** The Client hereby retains the Adviser and the Adviser hereby agrees to provide investment management services with respect to certain assets of the Client (the “Portfolio”) in accordance with the terms and conditions set forth below.

A. Description of the Advisory Firm.

Fruitful is a registered investment adviser based in New York City. We are a corporation formed on June 7, 2021 under the laws of the State of Delaware. Our President is Thomas Lemmo and our Chief Compliance Officer is Emiliano Rios Caban. ECC Branch, LLC – a Small Business Investment Corporation - has an ownership interest of 50% in the Firm and venture capital fund 8VC has an ownership interest of 11% in the Firm.

B. Types of Advisory Services.

Advisory Services at Fruitful are offered at no additional cost to Clients who have an active subscription to its financial wellness membership. Currently, these Advisory Services include Financial Planning Services and Investment Management Services. Fruitful’s Membership costs are discussed in Item 5.

1. Financial Planning Services.

Fruitful provides web-based ongoing comprehensive financial planning through the firm's website, online application and client portal, and other technologies.

Financial planning involves an evaluation of a client's current and future financial state by using currently known variables to predict future cash flows, asset values, and withdrawal plans. Clients will – with the careful assistance of a Fruitful Financial Guide - establish their goals and values around money through a series of conversations and via our online client portal. Rather than a traditional, static Financial Plan, the client receives a Roadmap designed around their situation but rooted in the principles of financial planning as governed by The CFP® Board. The client retains absolute discretion over implementation of the Roadmap and is free to accept or reject any recommendation from Fruitful.

Fruitful’s platform assists in the maintenance of, and helps to monitor, a client’s individual account parameters. This platform information may include types of accounts, investment objectives, overall financial conditions, personal and business assets, risk tolerances, and other factors unique to the client’s individual situation. Based on our client’s parameters and other factors, a Fruitful Guide will develop a customized Roadmap and other key documents. Periodic reviews, discussions, and shifting priorities may result in revisions to the client’s Roadmap.

In performing its services, Fruitful will rely on the information provided by clients. Each client is advised that it remains their responsibility to promptly notify Fruitful if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising their Roadmap. This helps clients make important personal and financial transitions in their lives by helping them plan, protect and grow their assets, provide for their families and achieve their personal and financial objectives. Depending on the complexity of a client's personal needs and desires, this will be accomplished by providing some or all of the following financial planning services:

- **Goal-Based Life Planning.** Assisting clients in identifying their life goals (i.e. buying a home, paying off student loans, etc.) and determining the costs to pursue these goals. The Fruitful Guide will assist clients in taking an inventory of current assets and then work with clients to develop a plan to make their future goals financially attainable.
- **Cash Flow Analysis.** Analyzing a client's current income and expenses (including income taxes) and recommending a specific course of action regarding the appropriate savings necessary to fund the client's various financial objectives.
- **Retirement Analysis.** Utilizing retirement income computer models to project cash flow needs and income available for retirement, analyze the impact of inflation on retirement income and evaluate client's retirement plan pay-out options and maximum benefits available through any employee benefit programs. If appropriate, coordinating client's retirement income and employee benefits with the asset allocation and investment strategy recommended by Fruitful.
- **Asset Protection and Estate Planning.** Advising clients on asset protection techniques in order to develop an estate plan. This may involve guidance toward establishing and/or implementing wills, revocable living trusts, irrevocable life insurance trusts, durable powers of attorney, health care powers of attorney and other estate planning techniques, which will typically be led by a client's outside attorneys.

In choosing how to implement elements of the client's Roadmap, we may recommend other products and services offered by us, by other professionals, and/or offered by one of Fruitful's affiliates. Accordingly, clients are advised that a conflict of interest exists if Fruitful recommends its own products and services or that of its affiliates, though such products and services are offered at no additional cost as part of their Membership.

Clients are under no obligation to act upon any of the recommendations made by Fruitful or its supervised persons under a financial planning arrangement and/or engage the services of any such recommended professional or affiliate. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any of Fruitful's or its supervised persons' recommendations. Fruitful will cooperate with any attorney, accountant, broker or other adviser chosen by the client regarding implementation of any such recommendations.

2. Investment Management Advisory Services.

Fruitful also offers access to discretionary investment management services to its clients as part of their subscription. Such investment management services involve helping Members develop greater insight about the financial markets and tailoring their investment strategy. Fruitful creates an investment profile for each client that outlines the client's current risk tolerance profile and details

the inputs to the asset allocation and investment strategy decision. Investment Management Advisory Services include, but are not limited to, investment strategy, asset allocation, risk tolerance, personal investment policy, asset selection, rebalancing, and regular portfolio monitoring, along with on-going financial planning services.

C. Participation in Wrap Fee Programs.

Fruitful does not participate in wrap fee programs.

D. Types of Investments.

Client portfolios will primarily use Exchange Traded Funds (“ETFs”) and Index Funds; however, Fruitful will use other vehicles where it is appropriate.

E. Assets Under Management

As of December 31, 2022, Fruitful did not yet have discretionary or non-discretionary assets under management. Its Investment Management services launched in June 2023.

2. **Fiduciary Statement:** In order to protect the interests of the plan participants and beneficiaries, IRA owners, and plan fiduciaries, Fruitful, Inc acknowledges fiduciary status for itself and its Advisers. Fruitful, Inc and its Advisers adhere to basic standards of impartial conduct. Under this standards-based approach, Fruitful, Inc and its advisers give prudent advice that is in the customer’s best interest, avoid misleading statements, and receive no more than reasonable compensation.
3. **Custody of Assets:** The Adviser does not hold or receive any of the Client’s funds or securities, other than payment for the Adviser’s services. With respect to Investment Management Clients, Fruitful will generally require that clients custody their assets at Apex Clearing Corporation. Fruitful will not have physical custody of any assets in the client’s account. Clients will be solely responsible for paying all fees or charges of the custodian. Clients will authorize Fruitful to give the custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the client’s account. Clients will receive directly from the custodian at least quarterly a statement showing the performance of the client’s account(s), the funds, securities and other property in the client’s account at the end of the period.

Client understands that Adviser shall not be responsible for any loss incurred by reason of any act or omission of the Custodian or any other party, to the extent permitted by law. The Custodian should provide statements for the account. The Adviser encourages the Client to notify the Adviser promptly if the Client does not receive statements on all accounts from the custodian on at least a quarterly basis. Fruitful, Inc does not offer proprietary products or receive third party payments with respect to the investment advice provided.

4. **Confidential Relationship:** Information received by Adviser from Client will be kept confidential by Adviser in a manner consistent with applicable law and with the Adviser's Privacy Policy, which Client acknowledges receiving, and which is currently available on Adviser's website and will be sent to Client annually, as required by law. All information or advice furnished by Adviser to Client shall be treated as confidential and not be disclosed by Client except as required by law.

5. **Voting Proxies:** Adviser shall not vote any proxies for securities purchased for Client's Account.

6. **Class Action Settlement Claims:** The Adviser will not file a class action settlement claim involving a security held in Client's account on behalf of Client.

7. **Code of Ethics:** Client acknowledges that Adviser has made Client aware that Adviser has a Code of Ethics, which is described on Adviser's Form ADV, Part 2A, and which will be provided to Client upon request. Statements by Fruitful, Inc to you about the recommended transaction, fees and compensation, material conflicts of interest, and any other matters relevant to your decisions, have not been misleading.

8. **Fees:** The fees for services under this Agreement shall be calculated and paid on in accordance with the rate set forth in the attached fee schedule (Schedule B). The investment advice provided has not caused and will not cause Fruitful, Inc or any affiliates or related entities to receive, directly or indirectly, compensation for services that is in excess of reasonable compensation within the meaning of ERISA section 408(b)(2) and Code section 4975(d)(2).

9. **Valuation:** In computing the market value of any investment contained in the account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security is traded.

Any other security or asset shall be valued in a manner determined in good faith by the Adviser to reflect its fair market value.

10. **Related Transactions:** The Adviser's authority hereunder shall not be impaired because of the fact that the Adviser may effect transactions with respect to securities for the Adviser's own account or for the accounts of others under management which are identical or similar to securities as to which the Adviser may effect transactions for the Account at the same or different times.

11. **Account Statements:** Client hereby provides his/her express understanding that Adviser shall not have any responsibility to directly disseminate account statements to Client.

12. **Verbal Instructions Acceptable:** By Client's execution of this agreement, Client hereby provides express authorization in favor of Adviser which shall expressly permit and allow Adviser to act on Client's verbal instructions, except that no trade or order instructions may be left on Adviser's voicemail – voicemail instructions will not be acted upon. Schedule A which is attached hereto and made an express part of this Agreement and which is hereby incorporated by reference herein, shall set forth the names of the specific individuals who shall have the authority to grant verbal and/or written instructions to the Adviser, and shall be effective until Adviser receives written notification from Client that any person referenced on Schedule A no longer has such authority.

13. Electronic Communications Acceptable: The Client *consents to electronic delivery of required disclosure documents* and other communications by the Adviser. Such consent will remain effective unless revoked by the Client. The Adviser will transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Client has provided the Adviser with one or more valid email addresses that the Adviser may use to communicate with the Client. The Client acknowledges that there may be costs associated with electronic delivery, such as computer equipment costs and on-line charges. The Client may revoke its consent to receive communications electronically at any time by notifying the Adviser.

14. Receipt of Form ADV Part 2: Client acknowledges receipt and a full discussion of services provided, and material conflicts of interest has been provided to you via Fruitful, Inc's Form ADV Part 2A & 2B. The client has the right to terminate the contract without penalty or fees within five (5) business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract or any other provisions of this contract notwithstanding. The Client shall be provided with an updated Form ADV, Part 2A on an annual basis and the Part 2B when material changes occur. Adviser's Form ADV, Part 2A, is also currently available on www.adviserinfo.sec.gov.

15. Limited Liability: The Adviser shall not be liable for any mistake in judgment or for any loss whatsoever except that which may result from a violation of fiduciary duty, applicable law or an act of bad faith or negligence by the Adviser concerning its duties under this Agreement. Furthermore, the Adviser, its officers, directors, employees, and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any independent act or omission by any broker, dealer, custodian or another third party.

16. Non-Waiver of Rights by Client: Federal and state securities laws impose certain obligations on persons acting in good faith, and as such, nothing in this Agreement shall result in any waiver of any or all of the rights which the Client shall otherwise enjoy under the federal and state securities laws.

17. Termination/Assignment: Neither party may assign this agreement without the prior written consent of the other party. This agreement shall be in effect until either party gives written notice to the other party of its intention to terminate the agreement. This agreement may be terminated, without penalty, upon at least 30 days written notice by either party.

18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware except to the extent that the federal securities laws shall otherwise be controlling.

19. Venue: In the event that any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation or any other proceeding shall take place in New York, or another location reasonably accessible to the client.

20. Arbitration: Any controversy or claim arising out of or relating to this agreement or the breach thereof may be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws. Should both parties voluntarily agree to arbitration, arbitration is final and binding on the parties.

21. Retirement Account Advice Disclosure and Acknowledgement: Investment advice provided by Fruitful, Inc is in your best interest at the time of the recommendation. Based on your investment objectives, risk tolerance, financial circumstances, and needs, without regard to the financial or other interests of Fruitful, Inc or any affiliate, related entity, or other party.

Client acknowledges receipt and a full discussion of the following options and alternatives:

- Leave the assets in current retirement account, if permitted;
- Roll over assets to new employer plan, if available and rollovers are permitted;
- Roll over to an IRA; or
- Cash out the account value.

In addition, Fruitful, Inc has fully considered fees, expenses and other factors, thus ensuring that its recommendation meets “Best Interest” standards, as defined by ERISA. The specific reason(s) for this determination include, but are not limited to:

- Investment options;
- Fees and expenses;
- Services to be provided;
- Other considerations (if applicable).

22. Miscellaneous: 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. If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement. To the extent that this Agreement is inconsistent with any other agreement governing Client's Account, the provisions of this Agreement shall govern. Client agrees that this Agreement shall be binding upon Client's heirs, executors, administrators, and personal representatives.

All notifications required to be sent shall be sent: if to Adviser, to the Adviser’s address contained in this Agreement or such other address as may later be designated; if to Client, to Client’s address as provided to Adviser at the time this Agreement is entered into, or such other address as may later be designated.

23. Effective Date: This Agreement will be effective upon execution by both the Client and Adviser.

Schedule A – Authorized Persons

List of persons authorized to provide instructions on account to Adviser.

Name: _____

Name: _____

Name: _____

Schedule B – Fee Schedule

A. How we are compensated for Advisory Services.

As a financial wellness membership, Fruitful’s membership subscription fee is the only cost for Advisory Services charged by Fruitful. The standard subscription fee is \$98 for solo memberships and \$148 for joint memberships, payable monthly in advance. Members receive discounts for quarterly or annual payments. This service is delivered through our interactive website. This service may be terminated with a 30-day notice.

B. Payment of Fees.

Fees for this service may be paid by credit card or debit card. In the event of termination, the subscription will continue through the end of the last month previously paid in full and the member will not be billed again.

C. Expenses that Clients Pay.

Our fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which may be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer, and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual fund and exchange-traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees, and commissions are exclusive of and in addition to our fee, and we do not receive any portion of these commissions, fees, and costs.

D. Prepayment of Fees.

Membership fees are due in advance, and Members receive discounts for quarterly or annual payments.

E. Outside Incentives for Recommendations of Securities.

We do not accept compensation for the sale of securities or other investment products including asset-based sales charges or service fees from the sale of mutual funds. The standard annual minimum fee for a Fruitful Member is \$1,176 but can be adjusted on a case by case basis

Schedule C – List of Restrictions on Account Imposed by Client

I wish to place the following investment restriction(s) on my Account established pursuant to this Agreement. In accommodating my restriction, I understand that in lieu of purchasing a restricted security, Adviser in its sole discretion may either select an alternative security, use the funds to invest in additional shares of current portfolio holdings, or hold the funds in cash.

Please List Security Ticker Symbols or CUSIPs here:

The above restrictions may cause the Adviser to deviate from implementing investment decisions it would otherwise make in managing the Account and may impair the attainment of the Client's investment objectives and affect the overall performance of the Account. Additionally, the performance of the Account may materially differ from otherwise similar accounts managed on a discretionary basis by Adviser.

Furthermore, since the Client has delegated investment discretion for their Account to Adviser, Adviser may determine that the implementation of such a restriction may be impractical. In the event such a determination is made, Adviser will notify you promptly. Additionally, Adviser cannot accept instructions that prohibit or restrict the purchase of specific securities or types of securities held within mutual funds or exchange-traded funds purchased by Adviser, where applicable, in the Account.

Signatures

By signing below, I acknowledge that I have received, read, understand, and agree to abide by all the terms and conditions set forth in this Advisory Client Agreement with Adviser.

Client's Signature

Date

Client's Signature (if applicable)

Date

Authorized Officer (Adviser's Acceptance)

Date