Investment Management Agreement

9/16/2026

Member:

Member:

THIS AGREEMENT between Fruitful Advisory, LLC ("**Fruitful**") and the person(s) executing this Agreement below (the "Member"), is effective as of the date on the signature page of this Agreement, once Fruitful receives and signs this Agreement that has been executed by the Member. By signing this Agreement, the Member acknowledges engaging Fruitful to provide discretionary investment management services for the Member's investment account(s).

1. **Appointment as Investment Advisor:** The Member hereby retains Fruitful to provide investment management services with respect to investment assets of the Member (the "Account"), and Fruitful hereby agrees to provide such services, all in accordance with the terms and conditions set forth herein.

2. **Services.** Fruitful will provide continuous discretionary investment management services to the Member, and will supervise and direct investments for the Account. Fruitful will implement the investment strategy agreed to with the Member, as documented in the investment profile mutually agreed to by Fruitful and the Member, as the same may be amended from time to time (the "Investment Profile"). In so doing, Fruitful is authorized, without prior consultation with Member to:

    (a) make investment decisions with respect to stocks, bonds, money market instruments, other securities and other assets including, without limitation, exchange traded funds (ETFs) and index funds;

    (b) place transaction orders with brokers, dealers, underwriters, banks and other counterparties; and

    (c) issue instructions to custodians, brokers, dealers, underwriters, issuers, counterparties and other persons in connection with the management of the Account.

Member agrees that Fruitful shall have full discretion to select the brokers, dealers, underwriters, banks and other counterparties (including affiliates of Fruitful) to execute transactions on behalf of the Account.

3. **Investment Objectives and Restrictions.** Fruitful will manage the Account in accordance with the investment objectives and strategies set forth in the Investment Profile. Fruitful offers a range of ESG-focused investment strategies to align with member values. Aside from these strategies, Fruitful generally does not accommodate additional investment restrictions, unless legally or contractually required. In such cases, Fruitful will determine in its sole discretion the securities that fall within a restricted category. Member acknowledges that any restrictions imposed may affect the Account's investment performance.

4. **Delegation of Services.** Fruitful, at its own expense, may delegate to one or more subadvisors (each a "Subadvisor") one or more of its responsibilities as set forth in this Agreement. To the extent Fruitful delegates certain of its responsibilities pursuant to this Section 4, Member understands and acknowledges that each Subadvisor will be an independent contractor and will have no authority to act for or represent Fruitful in any way except as expressly authorized in this Agreement. Member also understands and acknowledges that a Subadvisor may be affiliated with Fruitful and/or another Subadvisor.

5. **Powers of Fruitful.** Member appoints Fruitful as its true, sufficient, and lawful agent and attorney-in-fact to act on the Member's behalf and in its name with respect to the Account as necessary or appropriate to perform the services hereunder. Member authorizes Fruitful to buy, sell and generally trade in securities for the Account and at the Member's risk to the same extent in every respect as the Member might or could do on its own behalf.

6. **Account Additions and Withdrawals.** The Member may make additions to and withdrawals from the Account in such amounts as the Member shall determine, provided that: (a) Fruitful approves any additions; and (b) with respect to withdrawals, Fruitful may require up to five (5) business days prior written notice of a withdrawal of securities or cash which must be raised from the sale of securities, and up to one (1) business day prior written notice of a withdrawal of cash.

7. **Order Execution.** When Fruitful places orders for the execution of portfolio transactions for the Account, Fruitful may allocate transactions to such brokers and dealers at such prices, and at such commission rates as, in the good faith judgment of Fruitful, will be in the best interest of the Account, taking into consideration in the selection of such brokers and dealers not only the available prices and rates of brokerage commissions, but also other relevant factors (such as, without limitation, execution capabilities, research and other services provided by such brokers or dealers which are expected to enhance the general Account management capabilities of Fruitful). Fruitful is authorized to combine transactions for the Account with those of other managed accounts and shall record the price as the weighted average of the prices at which such transactions are executed.

8. **Custody of Assets:** Member has appointed Apex Clearing Corporation (the "Custodian") to act as the Custodian of the assets in the Account. Fruitful will not have physical custody of or access to any assets in the Member's account. Member has authorized 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 Account. Member will be solely responsible for paying all fees or charges of the Custodian. Member will receive directly from the Custodian no less frequently than quarterly a statement identifying the amount of funds and of each security in the Account at the end of the period and setting forth all transactions in the Account during that period. Member hereby provides his/her express understanding that Fruitful shall not have any responsibility to directly disseminate Account statements to Member.

   Member understands that Fruitful shall not be responsible for any loss incurred by reason of any act or omission of the Custodian. Fruitful encourages the Member to notify Fruitful

promptly if the Member does not receive statements on all accounts from the custodian on at least a quarterly basis.

Fruitful may, in its sole discretion, change the Custodian for your Account at any time. If we determine that another custodian would provide better execution capabilities for your Accounts, we will provide a 30-day written notice of the change.

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

10. **Voting Proxies:** Fruitful shall not vote any proxies for securities purchased for Member's Account. The custodian will provide proxy notifications via email or U.S. Mail to the address on the Account.

11. **Class Action Settlement Claims:** Fruitful will not file a class action settlement claim involving a security held in Member's account on behalf of Member. The custodian will provide notice of any class action claim via email or U.S. Mail to the address on the Account.

12. **Fees:** The fees for services under this Agreement shall be calculated and paid in accordance with the terms set forth in the attached Fee Schedule (Schedule A).

13. **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 Fruitful to reflect its fair market value.

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

15. **Verbal Instructions Acceptable:** By Member's execution of this agreement, Member hereby provides express authorization in favor of Fruitful which shall expressly permit and allow Fruitful to act on Member's verbal instructions, except that no trade or order instructions may be left on Fruitful's voicemail – voicemail instructions will not be acted upon.

16. **Electronic Communications Acceptable:** The Member ***consents to electronic delivery of required disclosure documents*** and other communications by Fruitful. Such consent will remain effective unless and until revoked by the Member. The Member has provided Fruitful with one or more valid email addresses that Fruitful may use to communicate with the Member. The Member acknowledges that there may be costs associated with electronic delivery, such as computer equipment costs and on-line charges. The Member may revoke its consent to receive communications electronically at any time by notifying Fruitful.

17. **Receipt of Form ADV Part 2:** Member acknowledges receipt of Fruitful's Form ADV Part 2A & 2B and Form CRS**.** The Member shall be offered an updated Form ADV Part 2A and Form CRS on an annual basis and an updated Part 2B when material changes occur. Fruitful's Form ADV Part 2A and Form CRS are also currently available on www.adviserinfo.sec.gov.

18. **Limited Liability:** Fruitful 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 gross negligence by Fruitful concerning its duties under this Agreement. Furthermore, Fruitful, 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.

19. **Non-Waiver of Rights by Member:** Federal 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 Member shall otherwise enjoy under the federal securities laws.

20. **Termination/Assignment:** Neither party may assign this agreement without the prior consent of the other party. This agreement may be terminated, without penalty, upon written notice by either party. In addition, the client has the right to terminate the contract without penalty or fees within five (5) business days after entering into the contract.

21. **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.

22. **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.

23. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement or a 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 Member 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.

24. **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 Member and Fruitful concerning the subject matter of this Agreement. To the extent that this Agreement is inconsistent with any other agreement governing Member's Account, the provisions of this Agreement shall govern. Member agrees that this Agreement shall be binding upon Member's heirs, executors, administrators, and personal representatives.

25. **Effective Date:** This Agreement will be effective upon execution by both the Member and Fruitful.

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 Fruitful Member Agreement with Fruitful.

Member's Signature Date	Member's Signature (if applicable) Date
Authorized Officer (Fruitful's Acceptance)	
Date	

Schedule A – Fee Schedule

Fruitful Membership members are subject to an annual asset-based advisory fee of 0.25% on the portion of the combined value of their Fruitful Investment Accounts that exceeds $10,000. For purposes of determining the $10,000 threshold, Fruitful combines Investment Accounts held by the member and their Partner, as that term is defined in the Fruitful Membership Agreement. The first $10,000 of the combined value of Investment Accounts is not subject to the asset-based advisory fee.

Daily Calculation. The fee is calculated daily. For each day, Fruitful determines the combined value of all Investment Accounts, including invested assets and uninvested cash, as of the close of trading on the New York Stock Exchange ("NYSE") on that day. For any day on which the NYSE is closed, Fruitful uses the value as of the close of trading on the immediately preceding trading day.

If the combined value of Investment Accounts exceeds $10,000, the amount exceeding $10,000 is subject to the annual 0.25% fee. The daily fee is calculated by multiplying that amount by 0.25% and dividing the result by 365 (or 366 in a leap year). No asset-based advisory fee accrues on a day when the combined value of Investment Accounts is $10,000 or less.

Allocation and Payment. The fee is accrued daily and charged quarterly in arrears. Each day's fee is allocated proportionately among the Investment Accounts based on each account's share of the combined value of all Investment Accounts for that day. No later than the tenth (10th) business day following the quarter's end, the daily fees allocated to each Investment Account during the quarter are totaled and deducted directly from that account.

As applicable, any accrued fees may be collected as a part of account closure.