

CLIENT ADVISORY AGREEMENT

This Client Advisory Agreement (this “**Agreement**” or “**Advisory Agreement**”) sets out the terms and conditions under which Domain Money Advisors, LLC (the “**Adviser**”, “**we**”, or “**us**”), an investment adviser registered with the Securities and Exchange Commission (“**SEC**”), will provide ongoing financial advisory services (“**Services**”) directly, via communications with one of the Adviser’s certified financial professional (“**CFP**”). This Agreement will become effective, and you will become our client (“**Client**”, “**you**”, “**your**” or similar terms), on the date you electronically sign it. The Services are available only to citizens and residents of the United States and its territories.

This Agreement may be executed by checking and clicking the “Pay now ” button will constitute your electronic signature. Your electronic signature will be the same and binding upon you as if you signed a paper agreement by hand. By agreeing to this Agreement, you also reconfirm your agreement to the Terms of Service that are displayed through the Domain Money website (the “**Domain Website**”) and its related mobile application (the “**Domain App**”), which is incorporated herein by reference. This Agreement must be read in conjunction with the Terms of Service as well as the Adviser’s Form ADV Part 2A. The Adviser’s rights and remedies as set forth in this Agreement shall be cumulative of, and in addition to, any and all rights and remedies of the Adviser under the Terms of Service and without prejudice to any other rights and remedies available at law or in equity. In consideration of the mutual representations and covenants herein, Client and the Adviser agree as set forth herein.

1. **Appointment.** You hereby appoint and engage the Adviser as a financial planner. The Adviser accepts that appointment and engagement, and agrees to provide the Services, under the terms and conditions set forth in this Agreement, including that you may engage the Adviser’s certified financial planners (“CFPs”) for Services (as defined below),
2. **Services.** The Services will primarily consist of the Adviser’s CFPs providing such broad-based investment and financial advice directly as Clients so request, including, without limitation, portfolio analysis and management advice and general market intelligence.

You acknowledge that the Adviser does not provide (i) tax, accounting or legal advice, or (ii) any legal or accounting documents for the implementation of any of the Client’s financial or investment plans.

Client may open an investment advisory account with the Adviser (“**Account**”) to manage the Assets (which Assets, as the context requires, will be deemed to be equal to the defined term Account); and, in connection therewith, to receive the Adviser’s investment management services. The Account will consist of one or more separate account(s) held by one or more qualified custodians (each, a “**Custodian**”) under the name of Client. The Custodian will maintain actual custody of all funds and securities of the Account, whether physically or virtually, and Client will retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account.

We may provide recommendations related to the rollover of funds from a Client’s employer sponsored retirement plan into an Individual Retirement Account (“IRA”). We do not receive any fees whether a Client rolls over funds into an IRA Account or keeps the asset in their employer sponsored retirement plan. Thus, there is no economic incentive for us to encourage you to roll over plan assets into an IRA and we cannot and do not place our interests ahead of yours.

A rollover may result in the increase of other fees and expenses, including, but not limited to, investment-related expenses imposed by other service providers and fund managers not affiliated with us. We make no representations or warranties relating to any costs or expenses associated with the services

provided by any third parties, and you understand that these fees are in addition to the fee paid to us for the Services.

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts.

3. Client Information.

(a) As part of the Services, if the Client elects such Service, the Adviser will make a recommendation based solely on personal information requested from the Client, including financial situation, investment, and lifestyle objectives (“**Client Information**”). The Adviser will utilize the Client Information to recommend actions appropriate for the Client’s risk tolerance, financial parameters, investment, and lifestyle objectives and will or may consider, among other things, the Client’s employment status, income, investment goals and reasons to invest, time horizon and net assets. The recommendation created by the Adviser for each Client will be based solely upon the Client Information provided by the Client. The Adviser will not independently verify your Client Information.

(b) The quality and applicability of our recommendations or ongoing advice to you could be materially impacted if you provide us inaccurate information. You agree to notify us promptly of any change in the Client Information or otherwise in your financial needs and circumstances that might affect the way we advise you. It is your responsibility to update your information through the Domain App so that we may revise our advice. The Adviser is not responsible for recommendations it makes based on incorrect information provided by the Client.

4. Changes to Client Information. You represent and agree that the Client Information you provide Domain Money with will be complete, current and accurate and that you will promptly inform the Adviser of changes in your financial situation or investment objectives and if there are any securities from which you are or may become restricted from buying or selling, including legally restricted. The Adviser shall have no liability for Client’s failure to promptly inform the Adviser of changes in Client’s financial situation or investment objectives, or any reasonable restrictions Client wishes to impose that may affect the Adviser’s recommendations, as applicable.

5. Compensation. Clients pay Domain Money a fixed flat-fee (“**Flat Fee**”), as described in the Financial Planning Terms of Service and on the Website and the Application. The Adviser’s compensation, if any, is paid out of such Flat Fee. The Adviser is not entitled to any other compensation with respect to the Services, either directly or indirectly.

6. Expenses. All expenses associated with providing the Services are covered by the Flat Fee.

7. Client Representations and Warranties. You hereby represent and warrant to and for the benefit of the Adviser as follows:

(a) Client, or the person executing this Agreement on behalf of such Client, has the requisite legal capacity and authority to execute, deliver and perform its obligations under this Agreement and to appoint, engage, and retain the Adviser to provide financial planning and advisory services;

(b) This Agreement has been duly authorized, executed and delivered by or on behalf of Client and is the legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms;

(c) Client's execution of this Agreement and the performance of its obligations hereunder do not and will not conflict with or violate any provisions of the governing or organizational documents of Client or any obligations, agreements or instruments by which Client is bound, whether arising by contract, operation of law or otherwise;

(d) Client is aware of the risks associated with the engagement of a financial planner and Services hereunder, including the risk that acting upon recommendations may lead to substantial diminution (or complete loss) in value;

(e) Client has evaluated the Adviser and the description of the Services hereunder and determined that it is appropriate and suitable for Client, taking into account all relevant factors, including, Client's need for financial and investment advice, Client's risk tolerance and investment experience, Client's particular financial needs and circumstances, and the fees charged for the Services versus other types of financial and investment advice;

(f) There are no actions, suits, proceedings, or investigations pending or, to the best of Client's knowledge, threatened against it, at law or in equity or before or by any governmental authority, that would restrict or prohibit the transactions contemplated by this Agreement or materially affect the Services.

Client hereby agrees to notify the Adviser promptly in writing should any of the foregoing representations or warranties become inaccurate in any respect during the term of this Agreement or if there should be any change in the information and documents provided by Client to the Adviser during the term hereof.

8. Services to Others. Client acknowledges that the Adviser (and its personnel as applicable) may advise multiple other clients with investment objectives and strategies that may be similar to Client and that those other clients may make investments or sell investments in the same or different securities, financial instruments or other assets, sectors or strategies as Client may be making or selling.

9. Limitation of Liability; Indemnification.

(a) The Adviser does not guarantee the future performance of any recommendation or action item, any investment or any specific level of performance, the success of any investment decision or strategy that the Adviser may recommend.

(b) Except to the extent the Adviser has breached this Agreement, its fiduciary duty or applicable law, neither the Adviser nor any of its partners, principals, employees, members, officers, directors, managers, agents, or affiliates shall be liable or otherwise responsible to Client for any loss arising from the Adviser's adherence to Client's instructions. The Adviser, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by Client, a custodian, or any third party over which the Adviser does not exercise control.

(c) Except to the extent the Adviser has breached this Agreement, its fiduciary duty or applicable law, Client shall hold harmless and indemnify the Adviser and its partners, principals, members, officers, employees, directors, managers, owners, affiliates and agents (and their respective partners, members, officers, employees, directors, managers, owners and agents) and their respective successors and assigns (collectively, the “Indemnified Parties”) from and against any and all direct or indirect claims, damages, losses, liabilities, damages, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal fees or other costs and expenses of investigating or defending against any claim or alleged claim) (collectively, “Losses”) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Indemnified Party as a result of or arising out of Client’s gross negligence, willful misconduct or fraud. For the avoidance of doubt, the termination of any proceeding by settlement, judgment, order, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption or constitute a determination or adjudication that any such Indemnified Party’s conduct constituted fraud, willful misconduct or gross negligence. The right of any Indemnified Party to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which that Indemnified Party may otherwise be entitled by contract or as a matter of law or equity and shall extend to that Indemnified Party’s successors, assigns and legal representatives.

(d) Notwithstanding anything to the contrary contained herein, neither the Adviser nor any Indemnified Party shall be liable hereunder or otherwise for any Losses that constitute indirect, special, punitive or consequential losses or damages (including losses or damages based on lost profits, diminution in value or other similar theories of loss or damage).

10. Anti-Money Laundering Compliance. Client hereby represents, warrants and certifies that: it is not a person or entity controlling, controlled by or under common control with a Prohibited Person (as defined below), and to the extent Client has any beneficial owners, (i) Client has carried out thorough due diligence to establish the identities of such beneficial owners, (ii) based on such due diligence, Client reasonably believes that no such beneficial owners are Prohibited Persons, and (iii) in the event required by any law, rule, regulation or legal authority to be disclosed, upon written request, Client will make available evidence of such identities and status to the Adviser as requested. Client further represents, warrants and covenants that it prohibits the contribution or investment of funds in Client by any persons or entities that are acting, directly or indirectly, (i) in contravention of any U.S. or international laws and regulations, including, without limitation, anti-money laundering regulations or conventions, U.S. Executive Order 13224, the USA PATRIOT Act, the U.S. Trading with the Enemy Act and/or the foreign asset control regulations of the U.S. Treasury Department, in each case as amended from time to time; (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (“**OFAC**”), as such list may be amended from time to time; (iii) for a senior foreign political figure, any member of a senior foreign political figure’s immediate family, or any close associate of a senior foreign political figure, unless the Adviser, after being specifically notified by Client in writing regarding such a person, conducts further due diligence, and determines that such investment shall be permitted; or (iv) for a foreign shell bank (such persons or entities in the (i) through (iv) are collectively referred to as “**Prohibited Persons**”). Client represents and warrants that it complies with all applicable anti-money laundering laws, rules and requirements. Client understands and agrees that due to U.S. statutes, rules and other generally accepted principles relating to “know your customer” regulations and anti-money laundering, as applicable, including, without limitation, the regulations of OFAC and the laws or regulations in any other relevant jurisdiction, the Adviser may from time to time require further information, documentation and/or representations regarding the Services and Client, and Client hereby agrees to provide such information and/or representations to the Adviser promptly upon its request. In the event of any violation of the foregoing by Client, the Adviser shall be entitled to immediately terminate this Agreement without prior written notice

to Client and take such other actions as are permitted or required to be taken under law or in equity.

11. Confidentiality. Except as required by law or requested by regulatory authorities, (i) the Adviser agrees to maintain in strict confidence all of Client's non-public personal and financial information that Client furnishes to the Adviser, except for information that Client explicitly agrees to share publicly, and (ii) Client agrees to maintain in strict confidence all confidential, proprietary information concerning or relating to the Adviser, its affiliates, business and investments, including, without limitation, investment strategies and processes, securities positions, computer software or data of any sort and hardware architecture developed, compiled or used by the Adviser. Client agrees that Client shall not use investment recommendations and other confidential information Client receives from the Adviser for any purpose other than intended Client personal purposes, including, but not limited to, developing a service or business that competes directly or indirectly with any of the Adviser's or its affiliate's services or the Services. The Adviser may disclose Client's non-public personal and financial information to certain third parties necessary for purposes of rendering the services to be rendered by the Adviser under this Agreement and as set forth in the Privacy Policy.

12. Termination; Withdrawals.

(a) This Agreement may be terminated by either party with or without cause by notice to the other party. Notice shall be as permitted by the Adviser, which may be by email, or otherwise through the Domain Website and/or Domain App, as applicable.

(b) Sections 5, 6, 9, 10, 11, 14, 16, 20 and 22 hereof shall survive indefinitely any termination of this Agreement.

13. Assignment; No Third Party Beneficiary. Client may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written consent of the Adviser. The Adviser may not assign this Agreement or any of its rights, duties, or obligations hereunder without the consent of Client; *provided* that the Adviser may delegate or assign any of its rights, duties, or obligations hereunder to one or more of its advisory affiliates in its discretion upon prior written notice to Client and as permitted by applicable law. This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns. Except as otherwise set forth herein (including, without limitation, with respect to Indemnified Parties), this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14. Governance; Amendment; Jurisdiction. This Agreement represents the entire understanding and agreement of the parties hereto and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements and understandings, regarding the subject matter hereof. The Adviser may modify this Agreement from time to time by adding, revising, or deleting any terms or conditions. The Adviser will notify you of such new version by posting the new version through the Domain Website and/or Domain App showing the effective date, and/or through email, and such changes will be effective upon posting or such other later date as set forth in a notice or on the posted Agreement. You agree that, by using the Services without objecting within fifteen (15) days after posting or after the Adviser notifies you of a new version of the Agreement, you will be deemed to have agreed to and accepted all terms and conditions of this Agreement as so amended. If you do not agree to any such amended Agreement, your sole and exclusive remedy is to terminate your use of the Services. You acknowledge that the Adviser will generally not be required to obtain your affirmative consent for any changes to the Agreement. Notwithstanding the above, we will seek your affirmative consent to changes to the Agreement to the extent we are required to do so by applicable law. This Agreement shall be governed and construed in

accordance with the internal laws of the State of New York, without regard to the laws of conflict of laws. Client hereby irrevocably agrees that any suit, action or proceeding with respect to this Agreement and any or all transactions relating hereto and thereto may be brought in the courts of the State of New York. Client hereby irrevocably submits to the jurisdiction of such courts with respect to any such suit, action or proceeding and agrees and consents that service of process as provided by New York law may be made upon Client in any such suit, action or proceeding brought in any of said courts, and may not claim that any such suit, action or proceeding has been brought in an inconvenient forum. Client hereby further irrevocably consents to the service of process out of any of the aforesaid courts, in any such suit, action or proceeding, by the mailing of copies thereof, by certified or registered mail, return receipt requested, addressed to Client at the address of Client then appearing on the records of the Adviser. Nothing contained herein shall affect the right of the Adviser to commence any action, suit or proceeding or otherwise to proceed against Client in any other jurisdiction or to serve process upon Client in any manner permitted by any applicable law in any relevant jurisdiction. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT OR THE BUSINESS OR AFFAIRS OF THE SERVICES.

15. Independent Contractor. Client and the Adviser intend, and will treat, the Adviser's performance of its services hereunder as services of an independent contractor and not as an employee or dependent agent of Client. Nothing in this Agreement shall be construed to create any employment, partnership, or joint venture between Client and the Adviser.

16. Notices. All notices and communications under this Agreement must be made by email, or otherwise through the Domain Website and/or the Domain App, as permitted by the Adviser. The Adviser's contact information for this purpose is support@domainmoney.com, and Client's contact information for this purpose is contained in Client's user account on the Domain Website or the Domain App and the primary email address(es) in Client Information as Client shall update from time to time.

17. Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. For the avoidance of doubt, affirmation or signature of this Agreement by electronic means and electronic transmission including by "Pay now" submission or similar means through the Domain App (an "**Electronic Signature**"), shall constitute the execution and delivery of a counterpart of this Agreement equivalent to a hard copy signature by or on behalf of such person or entity and shall bind such person or entity to the terms of this Agreement. The parties hereto agree that this Agreement and any additional information incidental thereto may be maintained as electronic records. Any person or entity providing and delivering an Electronic Signature to this Agreement further agrees to take any and all additional actions, if any, evidencing their intent to be bound by the terms of this Agreement, as may be requested by the Adviser or any of its affiliates in good faith.

18. Severability; Headings. If any provision of this Agreement is invalid or unenforceable under applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with or to such applicable law. Any provision of this Agreement which may be held invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provisions of this Agreement, and to this extent the provisions of this Agreement shall be severable. Headings are included for ease of reference and do not constitute any part of the agreement of the parties or affect its meaning or interpretation. If there is a conflict between a provision of this Agreement and a provision in the Terms of Service, the provision of this Agreement shall govern.

19. Further Assurances. Client shall execute and deliver to the Adviser and/or its affiliates and agents such other documents, agreements or information as they deem necessary or desirable for the implementation of this Agreement..

20. Electronic Delivery of the Adviser and Account Communications and Documents. Client hereby acknowledges and provides its consent and authorization to have the Adviser and its affiliates and their agents to electronically deliver or provide Account Communications. As used herein, “**Account Communications**” means any documents relating to the Services; the Client user account on the Adviser Website or Adviser App; policies and notices, including privacy notices; written consents required or permitted under this Agreement, periodic reports and letters to Client; regulatory communications and any other information, documents, data and records relating to the Adviser, Client and the Services, including third-party communications and documentation. Electronic delivery or provision includes email delivery as well as electronically making such information available to Client on the Domain Website and/or Domain App, at the Adviser’s discretion. It is Client’s affirmative obligation to notify the Adviser promptly in writing if Client’s email address listed in the Client Information changes at any time. Electronic delivery and provision will continue indefinitely unless revoked or restricted by Client. Client may elect to revoke or restrict its consent to electronic delivery of Account Communications at any time by notifying the Adviser, in writing to the attention of the Chief Compliance Office at the address of Doman Money as set forth in its Form ADV, of Client’s election to do so. Client acknowledges that Client’s revocation or restriction of its consent to electronic delivery of Account Communications could impede the provision of Services to Client and negatively affect the efficient operation, use and/or functionality of the Domain Website and/or Domain App, as well as increase costs associated with Client’s Services, and in its sole discretion, the Adviser may therefore cease or suspend providing the Services to Client in a manner that we deem acceptable. The Adviser and its affiliates shall not be liable for any interception of Account Communications. In addition, Client acknowledges that there are risks, such as systems outages, that are associated with electronic delivery.

21. Death, Disability or Divorce. If a Client is an individual, the Client’s death, disability or incompetency will not automatically terminate or change the terms of this Agreement. However, the Client’s executor, guardian or attorney-in-fact may terminate this Agreement by giving written notice to the Adviser as provided herein. In the event that Client is receiving the Services with another individual both individuals agree that if the Services ever become the subject of a dispute between the individuals, and the Adviser becomes aware of the dispute, the Adviser may refuse to allow for the termination of this Agreement without the consent of both individuals. Further, both individuals agree that in the event that one of them provides instructions to the Adviser, even if the instructions are to terminate the Agreement, the Adviser may do so without investigation or inquiry and without the permission of the other individual and will have no liability to either individual.

22. Acknowledgements.

(a) Client hereby acknowledges receipt of Part 2A of the Adviser’s Form ADV or a disclosure document containing equivalent information, a copy of which has been provided by the Adviser to Client prior to the execution hereof. Part 1 and 2A of the Adviser’s Form ADV is also available online via the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov.

(i) Client acknowledges receipt of the Adviser’s Privacy Policy, a copy of which has been made available or provided to Client.

(b) Client acknowledges that the Adviser will contact Client at least annually via the Domain App and/or the Domain Website and/or email and/or through any other means deemed appropriate, to request that Client review the Client Information to determine whether such information should be updated or

modified. Client agrees to at least annually review the Client Information for accuracy and provide changes promptly using the Domain App or otherwise permitted by the Adviser.

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