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 advisory services ("Services") directly, via communications with one of the Adviser's certified financial professional ("CFP") or, on a self-directed or fully automated basis (as more fully described in Section 3 below), with respect to the assets you deposit in one or more of your account(s) as established below (each, an "Account"). 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 "I Agree" 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. <u>Account(s)</u>. In connection with the Services described in Section 3 (a) below, each Client can open various Accounts as set forth herein. Each Client can open a securities brokerage account with the Adviser's securities custodian partner ("Securities Partner") an SEC-registered broker-dealer that provides brokerage, custody and brokerage related services to Clients. Each Client will need to complete documentation with the Securities Partner, including to be subject to a customer account agreement with the Securities Partner. All securities brokerage account opening functionalities, including identity verification and approval, will be handled by the Securities Partner. For the the Securities Partner account and transactions in securities, the Securities Partner will provide trade execution, custody, clearing, and settlement services, as well as recordkeeping and reporting services, to Clients. Securities brokerage accounts and the underlying investments therein will be held in the name of the Client by Apex.

To facilitate the Services, including making deposits, holding cash and facilitating trading, and to work in conjunction with a Client's the Securities Partner Account, all Clients will need to open one or more cash accounts with the Adviser's banking partner for cash custody services ("Bank Partner"), a state-chartered bank and a member of the Federal Deposit Insurance Corporation ("FDIC"), and to complete documentation with the Bank Partner, including to be subject to a customer terms of service with the Bank Partner. All cash account opening functionalities will be handled by the Bank Partner. Cash accounts and the underlying holdings therein will be held in the name of the Client. Domain is not and will not be affiliated with any Securities Partner or Bank Partner and does not itself have actual custody of assets in any Account. References to your Account or Accounts in this Agreement mean all of the accounts you open at the Securities Partner and the Bank Partner in connection with the Services as applicable (and references to singular "Account" or "account" shall mean plural and vice versa).

2. <u>Appointment</u>. You hereby appoint and engage the Adviser as investment adviser. If you open an Account, you further grant the Adviser limited power-of-attorney with discretionary trading authority to facilitate the Services, and to manage and trade the assets in your Account, in accordance with the Services and this Agreement, including to take such actions as permitted by this Agreement and the Terms of Service in connection with the Accounts. 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 (i) you may engage the Adviser's certified financial planners ("CFPs") for Direct Services (as defined below), and (ii) the Adviser shall manage your Account(s) pursuant to and to the extent needed to perform the Services and to give effect to this Agreement, including operations of the Accounts, the Adviser shall have discretion over cash assets in the WebBank Account.

3. Services. The Services will primarily consist of: (a) the Adviser's CFPs providing such broad-based investment advice directly as Clients so request, including, without limitation, portfolio analysis and management advice (including with respect to portions of a Client's portfolio held at third party brokers or custodians, or non-securities assets), explanations of Domain Allocations, and general market intelligence), (b) formulating asset allocation model portfolios composed of ETFs (the "Domain Allocations") that are available to Clients to invest in at their discretion based on their own assessment of their risk appetite and financial goals ("Self-directed Investing), and (c) to Clients who undergo full know-your-client onboarding, making recommendations of particular Domain Allocations to such Clients based on Client information, managing Clients Accounts based on the Domain Allocations, and taking actions incidental to and in furtherance thereof ("Adviser-directed Investing"). The algorithms that generate the recommended allocations are established and maintained by the Adviser. Accounts with Domain Allocations will be rebalanced from time to time at the discretion of the Adviser based on algorithmic triggers designed to respond to certain market conditions and portfolio positions. The Adviser will communicate rebalancing trading instructions regarding Accounts to Apex and WebBank, as applicable. You acknowledge that the Adviser will provide or perform the Services to you hereunder predominantly through the Domain App. Whether Domain Allocations are purchased as Self-directed Investments or Adviser-directed Investments, rebalancing of Domain Allocations will occur at the complete discretion of the Adviser.

Accounts are managed pursuant to the algorithmic allocations that drive Domain Allocations based on the information provided by each customer. While Clients may choose how much to invest or may manually change their risk tolerance (other than as determined by the Adviser in light of its fiduciary duty), Clients may not modify the Domain Allocations by making additions to it or deletions from it and cannot issue individual asset trading instructions to the Adviser or the Securities Partner as part of the Domain Allocations.

The Adviser formulates the Domain Allocations to meet the needs of Clients with various risk profiles. The Adviser is responsible for designing the Domain Allocations and recommending the overall asset allocation and the relative weightings of the asset classes within each Domain Allocation. Domain Money has sole discretion over the composition of each Domain Allocation model, in its sole discretion and without notice to you, reserves the right to change: (i) the number of ETF Models available through the Service; (ii) the selection of the ETFs that comprise each of the ETF Models; and (iii) the relative weightings of the asset classes, and respective ETFs representing that asset class, within each of the ETF Models. Note that one Domain Allocation model's sole investment is in a high-yielding savings account.

(a) You acknowledge that the Adviser does not provide (i) diversified advice or comprehensive financial planning services, (ii) tax, accounting or legal advice, or (iii) any legal or accounting documents for the implementation of any of the Client's financial or investment plans. The Adviser does not take any responsibility for a Client's overall investment plan, including, without limitation, assets outside of the Accounts, or trading decisions made under Self-directed Investments.

4. Scope of Adviser's Authority.

(a) Subject to the terms and conditions hereof, the Adviser shall have discretionary power and authority, without prior consultation with or notification of Client, to facilitate the actions described or

contemplated by this Agreement, to manage the Account(s) in accordance with the Services and to cause Client to invest, re-invest, trade in investments to be held in the Account(s) pursuant to the Domain Allocations and this Agreement. Without limiting the generality of the foregoing, the Adviser is hereby authorized and empowered to take such action as are necessary or appropriate to effectuate the purposes of the Services, including among other things, to: (i) cause or direct Client to purchase, sell, trade or otherwise transact in securities, financial instruments and assets in the Account,; (ii) provide advice regarding the formulation of portfolios with respect to the investments in the Account(s) and engage in such investment activities consistent with such portfolios; (iii) liquidate and manage investments in and with respect to the Account(s); (iv) monitor and manage the selected Domain Allocations in the Account(s), including through rebalancing; and (v) select counterparties by or through whom transactions and operations will be facilitated, executed or effected and settled.

- (b) Under the limited power-of-attorney granted herein, the Adviser may make, execute, sign, swear to, certify, deliver, acknowledge, instruct, direct and file, in its or Client's name, place and stead, such documents and instruments on behalf of Client as are necessary for the purposes of performing the Adviser's duties and obligations as set forth under this Agreement—this includes documents regarding the Adviser's trading and related Account discretion. As part of its trading and Account discretion, the Adviser shall have the authority in connection with its provision of advisory services under this Agreement, among other things, (i) to determine when, how often, and in what amounts to invest or reinvest dividends in your Account, including in connection with rebalancing trades; (ii) to determine the timing of purchases in relation to deposits; (iii) to utilize cash assets consistent with this Agreement; and (iv) to determine the timing of sales and withdrawals in relation to requests for withdrawals. For the avoidance of doubt, the Adviser shall not have the authority to (i) obtain physical possession of any funds or securities of Client, (ii) withdraw any cash or securities of Client or from the Account to pay third parties, or (iii) manage or provide advisory services with respect to any assets of Client other than in the Account(s) and as set forth herein.
- (c) You may either accept the Domain Allocation that the Adviser recommends to you or you may manually change the asset allocation by modifying your risk tolerance via the Domain App. You agree that if the Domain Allocation you select is different from the Domain Allocation model we recommend, then (i) your investment will be deemed a "Self-directed Investment", as described above, and (ii) the performance of your Account will differ from that performance of the recommended ETF Model, possibly producing lower overall results or greater volatility of returns.
- 5. Account Requirements. The Adviser may require a minimum account size, as set forth on the Domain Website and Domain App. Each account is for your benefit, on your behalf and at your risk and you shall retain sole ownership of and rights to the Account (*i.e.*, the right to withdraw securities, cryptocurrencies and assets, vote proxies, receive transaction confirmations, statements and other Account notifications, and the right to proceed directly as a security holder against the issuer of any security in the Account and not be obligated to join any other person or any other client as a condition precedent to initiating such proceeding).

6. Client Information.

(a) As part of the Services, if the Client elects such Service, the Adviser will make a recommendation of a Domain Allocation based solely on investment-related personal information requested from the Client, including financial situation and investment objectives ("Client Information"). The Adviser will utilize the Client Information to recommend the Domain Allocation appropriate for the Client's risk tolerance, financial parameters and investment 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 Domain Allocation 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. If any part of the account opening process made available through the Site is not clear, please contact us at support@domainmoney.com.

- (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 manage the assets in your Account. It is your responsibility to update your information through the Domain App so that we may revise our advice with respect to your Account. The Adviser is not responsible for recommendations it makes based on incorrect information provided by the Client.
- 7. <u>Changes to Client Information</u>. You represent and agree that the Client Information 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 management of the securities in the Account, as applicable.
- 8. <u>Compensation</u>. Clients pay Domain Money a regular membership fee ("*Membership Fee*"), as described in the Terms of Service and on the Website and the Application. The Adviser's compensation, if any, is paid out of such Membership Fee. The Adviser is not entitled to any other compensation with respect to the Services, either directly or indirectly.
- 9. <u>Account Expenses</u>. All brokerage and other expenses are covered by the Membership Fee.
- 10. <u>Client Representations and Warranties</u>. 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 management and advisory services with respect to the Account;
- (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 the owner of all assets and liabilities in the Account, and there are no restrictions on the pledge, hypothecation, transfer (other than restrictions on transfer of interests with respect to the investments made in the Account), assignment, sale or distribution of such assets and liabilities;
- (e) Client is aware of the risks associated with the engagement of an investment adviser and Services hereunder, including the risk that the Account could suffer substantial diminution (or complete loss) in value;

- (f) 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 investment advice, Client's risk tolerance and investment experience, Client's particular financial needs and circumstances, and the fees charged for the Account versus other types of investment accounts;
- (g) Client is not an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*"), or a "plan" within the meaning of Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "*Code*"), or a "benefit plan investor" within the meaning of 29 C.F.R. 2510.3-101; and
- (h) 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 or the services of the Securities Partner or Bank Partner

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.

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12. <u>Services to Others</u>.

- (a) Client acknowledges that the Adviser (and its personnel as applicable) (i) advises multiple client accounts with investment objectives and strategies that may be similar to Client ("Similar Accounts"), (ii) may seek to invest in or with the same investments for its other client accounts or for personal trading (iii) may make investments or sell investments in the same or different securities, financial instruments or other assets, sectors or strategies. Client understands and acknowledges that this may create potential conflicts of interest where there is limited availability or limited liquidity for investments. Client investments and rebalancing in the Account will usually be made alongside Similar Accounts but there may be timing or other differences (such as when deposits are credited) and no two accounts may necessarily be treated identically or substantially similarly even if invested substantially similarly.
- (b) The Adviser shall allocate investment opportunities in accordance with its allocation policy (the "Allocation Policy"). It will not be obligated to allocate or offer or otherwise make available investment opportunities of any type or kind to Client or the Account and Client will not be entitled to exclusivity or priority with respect to any particular investment opportunity. Client, with respect to the Account or otherwise, has no rights (preferential or otherwise) to all or any portion (or any amount) of any potential investment or deal flow or investment opportunities (including investment opportunities that may fall within Client's investment objective with respect to the Account or otherwise) generated by, or available to, the Adviser, The Adviser personnel, any Similar Account or any other accounts or clients advised or serviced by the Adviser or its affiliates. Investment opportunities (i) that are generated by or otherwise made available to the Adviser, (ii) that fall within the Domain Allocation of Client, and any Similar Accounts or any other clients and accounts advised by the Adviser, and (iii) in which the Adviser determines, in its sole discretion, that Client, with respect to the Account, will have the opportunity to participate, generally will be allocated among the Account, such Similar Accounts and other clients advised by the Adviser, in a manner that the Adviser determines in its sole discretion to be fair appropriate overall (but not necessarily in any one instance) and in accordance with the Allocation Policy. Without limiting the foregoing, the Adviser may, but not will not be required, to aggregate orders or block trades for multiple accounts, including Accounts, when advantageous to accounts, when not favoring certain accounts over other accounts and when consistent with the duty of best execution. Our primary

consideration is fair and equitable treatment of all accounts, and not simply lowering commissions. Whenever practical under the circumstances, the discretionary purchase or sale (execution) price of a security bought or sold during the same day effected by Apex will be equitably averaged and aggregated with similar discretionary purchases and sales for other clients, including for any related persons.

- (c) Client acknowledges that the Adviser and its management team, employees and affiliates may purchase or sell investments for their own accounts and that the Adviser shall not have any obligation to purchase or sell, or to recommend for purchase or sale, for the Account and Client any investment that the Adviser, its management team, employees or affiliates may purchase or sell for its or their own accounts or for the account of any other client, including if in the opinion of the Adviser such transaction or investment appears outside a Domain Allocation or unsuitable, impractical or undesirable for the Account.
- 13. Reports to Client. The Adviser shall use commercially reasonable efforts to directly or indirectly through a third-party such as the Securities Partner or Bank Partner to deliver to Client any statements, reports, notices and letters as generated in the ordinary course of business of the Account (other than proxies or similar notices notices). Client acknowledges that the Adviser shall not be responsible for any of the foregoing furnished to Client by any third party with respect to the Account.
- <u>Delegation of Duties</u>. The Adviser shall have the power and authority to (a) retain the services of other persons, firms or entities ("Service Providers") to assist the Adviser in providing services with respect to the Account under this Agreement. You authorize the Adviser to delegate investment discretion, trading authority and any other rights, powers, duties and obligations granted to the Adviser under this Agreement to the Service Providers as the Adviser designates from time-to-time. You understand that the Adviser may appoint or terminate Service Providers at any time in its sole discretion, without your notice or consent. References throughout this Agreement to services provided by the Adviser may be conducted by the Adviser or another Service Provider that the Adviser delegates to perform services pursuant to this Agreement. The Adviser will remain responsible to you for the services described in the Agreement, notwithstanding any delegation to Service Providers, and/or (b) delegate any of its rights, duties or responsibilities hereunder, in whole or in part, to any other persons, firms or entities; provided that, the Adviser shall not delegate any of its investment advisory authority hereunder to any person that is not affiliated with the Adviser without the prior written consent of Client, which may be given or withheld in Client's sole discretion. Notwithstanding the foregoing, the Adviser shall be responsible for managing and supervising any such persons, firms or entities and for causing such persons to comply with the terms and provisions of this Agreement.
- 15. Proxies. The the Adviser does not, and will not be required to, vote proxies on behalf of Clients and their Accounts and does not, and will not be required to, take any action or render any advice with respect to voting of proxies or any corporate action, legal proceeding or other related matter in connection with the securities in the Account. Client retains the right to vote proxies and take such action. It shall be the Client's sole responsibility on whether to vote and how to vote and whether to engage in any matter or legal proceeding.

16. Limitation of Liability; Indemnification.

(a) The Adviser does not guarantee the future performance of any Domain Allocation, the Account or any investment or any specific level of performance, the success of any investment decision or strategy that the Adviser may recommend or use, or the success of the Adviser's overall management of the Account. Client understands that investment decisions and recommendations made for the Account by the Adviser are subject to various market, currency, economic, political, and business risks, and that those investment decisions and recommendations will not always be profitable.

- (b) Except to the extent the Adviser has breached this Agreement, its fiduciary duty or applicable law, including the Advisers Act, 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: (i) any loss arising from the Adviser's adherence to Client's instructions; (ii) any act or failure to act by any broker, dealer, custodian or other counterparty to which the Adviser directs transactions for the Account;; 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.
- Except to the extent the Adviser has breached this Agreement, its fiduciary duty or applicable law, including the Advisers Act, 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) Client has rights and protections under the U.S. Investment Advisers Act of 1940, as amended (the "Advisers Act"). Nothing in this paragraph shall be construed to waive or limit the Adviser's fiduciary duty under or compliance with the Advisers Act, or the Client's protections thereunder.
- (e) 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).
- Anti-Money Laundering Compliance. Client hereby represents, warrants and certifies that: it is 17. 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 and Apex and WebBank 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, Apex and WebBank may from time to time require further information, documentation and/or representations regarding the Account 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, which may include freezing the assets of the Account.

18. <u>Confidentiality</u>. 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 investing the Account, 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.

19. Withdrawals.

Client may withdraw money from the Account by generally initiating a withdrawal request (a) through the Domain App at any time and otherwise pursuant to instructions on the Domain Website and/or Domain App. Client acknowledges that the Adviser designs its allocation models as long-term investments and the withdrawal of assets may impair the achievement of Client's investment objectives. Client acknowledges and agrees that, notwithstanding anything to the contrary in any agreement governing the Client Account, including this Agreement, Client will not be able to request withdrawals or sales, unless and until Client provides the applicable bank account information to the Adviser. Client agrees that, by requesting a withdrawal, Client expressly authorizes the Adviser to place an order with the custodian, in the capacity of broker or dealer or similar, on Client's behalf to sell such securities or cryptocurrencies in the Account as selected by the Adviser at the time(s) and in amounts calculated by the Adviser. Any withdrawal or transfer from the Account and/or sales of assets may not be canceled following the initiation, authorization, and/or direction of such transaction. the Adviser will use reasonable efforts to generate and place the orders for such sales on the Business Day Client requests a withdrawal, but Client acknowledges and agrees that such orders may be placed at any time within five (5) Business Days after request. Client acknowledges and agrees that the custodian will not initiate a transfer of money for a withdrawal until generally one (1) to two (2) Business Days after the last applicable sale for such withdrawal has settled and that it may take up to seven (7) to ten (10) Business Days after the custodian initiates a transfer of money for the proceeds of a withdrawal to arrive at the destination account. Client further acknowledges and agrees that the Adviser and/or the custodian may

require additional information before effecting any withdrawal request, and that such requested withdrawal may be subject to delay or cancellation in the event Client does not timely provide such additional information to the satisfaction of the Adviser.

(b) Client is responsible for paying all direct or indirect local, state, federal, or foreign taxes, levies, duties or similar government assessments of any nature, including value-added, use, or withholding taxes (collectively, "Taxes") associated with the Account. If the Adviser has the legal obligation to pay or collect Taxes for which Client is responsible under this Section, the appropriate amount shall be invoiced to and paid by Client, unless Client provides the Adviser with a valid tax exemption certificate authorized by the appropriate taxing authority. In connection with any withdrawal, the Adviser may reduce the amount of the distribution by the amount of any tax mandatory withholding as required by applicable law. Client understands and agrees that neither the Adviser nor any of its affiliates is responsible for withholding any tax penalties that may apply to the account or for any Taxes, except as may otherwise be required by applicable law. Client is encouraged to consult with its tax advisor regarding any tax consequences related to the Account or an investment in the Account.

20. <u>Termination: Withdrawals</u>.

- (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. Client's withdrawal of all of the Account assets under this Agreement, or Client's withdrawal that results in an Account balance below the minimum account size will terminate this Agreement. Client understands and agrees that upon termination of this Agreement the Adviser is authorized and may determine to liquidate all holdings in the Account, and subject to the terms hereof, the Adviser shall not be liable to Client to any consequences of such liquidation.
- (b) Sections 9, 10, 17, 18, 19, 23, 25, 29 and 31 hereof shall survive indefinitely any termination of this Agreement.
- 21. <u>Assignment; No Third Party Beneficiary</u>. 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 consistent with the Advisers Act; *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.
- 22. <u>Governance</u>; <u>Amendment</u>; <u>Jurisdiction</u>. 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 keeping your Account or 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 and close your Adviser Account. 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 ACCOUNT, THIS AGREEMENT OR THE BUSINESS OR AFFAIRS OF THE ACCOUNT OR AN INVESTMENT.

- 23. <u>Independent Contractor</u>. 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.
- 24. <u>Notices</u>. 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 App and the primary email address(es) in Client Information as Client shall update from time to time.
- 25. <u>Counterparts</u>; <u>Electronic Signature</u>. 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 "I Agree" 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.
- 26. <u>Severability</u>; <u>Headings</u>. 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.

- 27. <u>Further Assurances</u>. Client shall execute and deliver to the Adviser and/or its affiliates, Apex, WebBank and agents such other documents, agreements or information as they deem necessary or desirable for the implementation of this Agreement, management of the Account and the consummation of the transactions contemplated hereby or authorized herein.
- 28. 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, Apex, and its and their agents to electronically deliver or provide Account Communications. As used herein, "Account Communications" means all current and future account statements and confirmations; tax information and documents; any documents relating to the Account or its investments; 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 Account and its investments, 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, in 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 Accounts, and in its sole discretion, the Adviser may therefore cease or suspend providing the Services to Client and/or close Client's Accounts 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.
- 29. <u>Death, Disability or Divorce</u>. 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 a joint Account, both Account holders agree that if the Account ever becomes the subject of a dispute between Account holders, and the Adviser becomes aware of the dispute, the Adviser may refuse to disburse or allow for the termination of this Agreement without the consent of both joint Account holders. Further, both Account holders agree that in the event that one Account holder provides instructions to the Adviser, even if the instructions are to terminate the Agreement and disburse all funds from the Account to one of the Account holders, the Adviser may do so without investigation or inquiry and without the permission of the other Account holder and will have no liability to either Account holder.

30. 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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