

BCP ADVISORS LLC DBA VESTIVA
INVESTMENT ADVISORY AGREEMENT



v.05.2022

You ("Client"), being duly authorized, hereby employs **BCP Advisors LLC, DBA Vestiva** ("Adviser" or "Firm"), as investment adviser to manage your brokerage account (the "Account") at such securities broker, as BCP Advisors shall designate, on the following terms and conditions:

1. Term. This Agreement shall commence on date hereof and shall terminate upon written notice by either party.
2. Authority. Adviser shall have full power to direct, manage, and change the investment and reinvestment of the assets in the Account, the proceeds thereof, and any additions thereto, and to take other action with respect to such assets, all without prior consultation with Client. Adviser provides discretionary digital advisory services to clients primarily via the Internet with limited, if any, interaction with representatives of the Firm. Investments are determined based upon the client's age, employment status, annual income, net worth, investment experience, investment time horizon, and relative concerns regarding profits and losses, as provided by client through an online questionnaire. In providing all services hereunder, Adviser will rely on the financial information and other information provided by Client without any duty or obligation to investigate the accuracy or completeness of the information. Refer to Form ADV, Part 2A Appendix 1 for discussion of such arrangements. This authority shall remain in full force and effect until Adviser receives written notice from the Client of its termination or until the Adviser receives actual notice of the Client's death or adjudicated incompetence.
3. Services of Adviser. By execution of this Agreement, Adviser accepts the appointment as investment adviser and agrees to direct the investments of the Account. It is agreed that the sole standard of care imposed upon Adviser by this Agreement is to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. It is agreed that Adviser, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by Client or any other party. Client should refer to the Adviser's Form ADV Part 2A and/or other appropriate disclosure documents for a complete discussion of the services offered, including a description of all fees and expenses associated with the services.
4. Transaction Procedure. All transactions will be executed through the custodian. Deposits and withdrawals of cash and/or securities will be made by the Client with the Custodian. Adviser shall not act as custodian for the Account and shall not take possession of cash and/or securities of the Account. Adviser shall not be responsible for any loss incurred by reason of any act or omission of any broker or dealer or the Custodian. Client shall not withdraw or deposit cash and/or securities in the Account without simultaneously informing Adviser.
5. Reports to Adviser. Clients will instruct the Custodian to provide Adviser with, or access to, such periodic statements concerning the status of the Account as Adviser may reasonably request.
6. Confidential Relationship. All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law.

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7. Service to Other Clients. Adviser acts as adviser to other clients and may give advice, and take action, with respect to any of those which may differ from the advice given, or the timing or nature of action taken, with respect to the Account. It is understood that Adviser performs investment advisory services for itself, its officers, directors and shareholders as well as various other clients. Client agrees that Adviser may give advice with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Account, so long as it is the Adviser's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. It is understood that Adviser shall not have any obligation to recommend for purchase or sale for Account any security which Adviser, its principals, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client, if in the opinion of Adviser in its sole discretion, such recommendation appears unsuitable, impractical or undesirable for the Account.

8. Third-Party Investment Manager. The client authorizes the Adviser to engage a third-party investment manager ("Model Provider") to provide non-discretionary investment recommendations to the Adviser for the Adviser to utilize in connection with the Adviser's management of the client's account. Unless expressly authorized by the Client, Adviser will not share Client's information with the Model Provider. Model Provider shall not have authority to place orders for the execution of transactions or to give instructions to Adviser with respect to Adviser clients' assets. As between Model Provider and Adviser, it shall be the sole responsibility of Adviser to:

- a. Determine whether a Model Portfolio and each security included therein initially is and remains appropriate and suitable for an Adviser client; and
- b. Make discretionary determinations as to the securities to be bought and sold for each account.

9. Fees. The compensation to Adviser (Management Fee) for its services under this Agreement shall be calculated and paid in accordance with the attached Schedule of Fees which may be amended from time to time by Adviser upon thirty (30) days written notice to Client. A copy of the commencing fee schedule is attached hereto as Exhibit A.

All brokerage commissions associated with the purchase or sale of securities will be absorbed by the Adviser.

No portion of Adviser compensation shall be based on capital gains or capital appreciation of the assets except as provided for under the Investment Advisers Act of 1940 ("Advisers Act").

10. Valuation. In computing the market value of any investment of the Account, each security listed on any national securities exchange shall be valued at the last quoted price on the valuation date of the principal exchange on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by the Adviser or the client's custodian to reflect its fair market value.

11. Investment Objectives and Restrictions. It will be Client's responsibility to advise Adviser, via the web portal and applicable questionnaires, on the investment objective of the Account and of any changes or modifications therein as well as any specific investment restrictions.

12. Termination and Assignment. This Agreement may be terminated at any time by either party

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giving to the other written notice of such termination. Adviser will not accept any termination instructions, including account liquidation instructions, unless provided in writing by the Client. No assignment, as that term is defined in the Advisers Act, of the Agreement shall be made by Adviser without consent of Client.

13. Notices. Unless otherwise specified herein, all notices, instructions, and advice with respect to any matters contemplated by this Agreement shall be deemed duly given when electronically received by Adviser at the electronic mail address of record, or when electronically delivered to Client (or delivered by hand) at the electronic mail address of record, and to the Custodian at such address as it may specify to Adviser in writing. Adviser may rely upon any notice from any person it reasonably believes is authorized to act on behalf of the client.

14. Representations by Client. Client represents and confirms that the employment of Adviser is authorized by the governing documents relating to the Account and that terms hereof do not violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise, and, if Client is a corporation or trust, that (a) this Agreement has been duly authorized by appropriate action and when executed and delivered will be binding upon Client in accordance with its terms, and (b) Client will deliver to Adviser such evidence of such authority as Adviser may reasonably require, whether by way of a certified resolution or otherwise. The Client acknowledges that the strategies the Adviser may employ may present certain risks to the Account, including the risk of loss to the principal value of the Account due to general market risks and variations in market interest rates and the Account's overall performance. The Client further acknowledges that the Adviser cannot guarantee the Account's performance or that the strategies the Adviser will employ will result in profits to the Account.

15. Representations by Adviser. The Adviser represents and confirms that a) Adviser is registered as an investment adviser under the Advisers Act and is a fiduciary with respect to the Account, b) Adviser has the right, authority and legal capacity to enter into and perform her obligations under this Agreement including the authority to contract Third-Party Money Managers to create Adviser's model portfolios and to manage Adviser's portfolio strategies, c) Adviser has the authority to implement third party portfolio models for the clients, d) Adviser has the appropriate structure in place to structure third party portfolio models for the clients.

16. Access Interruptions. Client understands that Adviser does not guarantee that access to the website or the mobile application and account management via the website or the mobile application will be available at all times. Adviser reserves the right to suspend access to the Account without prior notice for scheduled or unscheduled system repairs or upgrades. Further, access to the website or the mobile application, and hence, the Account, may be limited or unavailable due to, among other things: market volatility, peak demand, systems upgrades, maintenance, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, and any unforeseeable circumstance. Client agrees that Adviser will not be liable to Client for any damages (including losses, lost opportunities, lost profits, and the cost of substitute services) relating to the use of, inability to use, disruptions or interruptions in, the lack of access to, or the operation of, or otherwise arising in connection with, the Websites, any linked websites, the mobile application. Without limiting the generality of the preceding

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sentence, Adviser will not be liable for the transmission of harmful data or code that may impact equipment, files, or data of you or anyone else or for the incompatibility of any equipment you own or use with technology used by Adviser. Client agrees that the Adviser make any warranty of any kind, express or implied, regarding the usability or functionality of the Adviser website, or the mobile application, or any other hardware, software, or technology used in connection with the system.

17. Custody: Brokerage: Trade Confirmations: Account Statements: Performance Reports. Unless Client instructs Adviser otherwise, Adviser will place orders for the execution of transactions with or through such brokers, dealers, or banks, as Adviser may select. Such custodian will act as Client's Custodian. The custodian will take possession of all cash, securities and other assets in the Account in safekeeping and under its control until otherwise directed in writing by Client. The custodian shall provide Client with confirmations of trades executed on behalf of the Client as and when required by applicable law and with periodic account statements, which shall be provided at least quarterly, identifying the amount of funds and of each security in the account at the end of the applicable period and setting forth all transactions, including the payment of any fees, in the account during the applicable period.

Client agrees to suppress individual trade confirmations in favor of receiving a summary of all transactions not less than quarterly. In addition, Client chooses to have electronic access to all confirmations and statements. In lieu of separate trade confirmations, information from the confirmation will be reported at least quarterly via the brokerage statement. You can obtain upon request to Adviser and at no additional charge, information regarding any trade confirmation for your account, and a paper or electronic copy of any trade confirmation. Adviser will also have access to a confirmation of each trade.

All orders for the purchase and sale of securities for the Account shall be placed in such markets, through such brokers, dealers or other parties, at such prices and at such commission rates, as the case may be, as in the good faith judgment of Adviser is prudent; provided that such execution is consistent with this Agreement, any applicable securities laws, and any applicable United States Department of Labor Prohibited Transaction Class Exemptions. In selecting a broker, dealer or other party for any transaction or series of transactions, Adviser may consider a number of factors, including, for example, net price, reputation, financial strength and stability, efficiency of execution, block trading and block positioning capabilities, willingness to execute related or unrelated difficult transactions in the future, order of call and other matters ordinarily involved in the receipt of brokerage services generally.

Client agrees that Adviser may aggregate sales and purchase orders of securities held in the Account with similar orders being made simultaneously for other accounts managed by Adviser if, in Adviser's reasonable judgment, such aggregation shall result in an overall economic benefit to the Account. Client acknowledges that Adviser's determination of such economic benefit to the Account is based on an evaluation that the Account is benefited by relatively better purchase or sales prices, lower commission or other transaction expenses and beneficial timing of transactions, or a combination of these and other like or unlike factors. When aggregate sales and purchase orders occur, the objective of Adviser shall be to allocate the executions among the accounts managed by Adviser in a manner believed by Adviser to be fair and equitable for all accounts involved.

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18. Disclosure Statement. Client hereby acknowledges receipt of Adviser's Disclosure Statement, (Part 2A and 2B of the Form ADV for Adviser and the Adviser's Investment Adviser Representative, respectively) as required by Rule 204-3 under the Advisers Act. Client further acknowledges that the Form ADV Part 2A, Part 2B and CRS or Customer Relationship Summary have been delivered to the Client prior to or at the time of entering into this agreement.

19. Privacy Notice. Client hereby acknowledges receipt of a copy of Adviser's Privacy Notice prior to or at the time of entering into this agreement.

20. Proxy Voting and Class Actions. The Client shall vote proxies with respect to the account's assets, and Adviser shall not have authority to vote such proxies.

21. Entire Agreement; Governing Law. This Agreement constitutes the entire agreement of the parties with respect to management of the Account and can be amended only by a written document signed by the parties. It shall be governed by the laws of the State of Florida.

22. Attorney's Fees. In the event of a dispute or litigation as to any terms or conditions of this Agreement, or if a party brings an action or proceeding to enforce or declare any rights herein created, or to bring about or declare the termination, cancellation, or rescission of this Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party fees and costs, including attorney's fees, as a Court of competent jurisdiction may deem just and proper.

23. Arbitration. Any controversy arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the code of arbitration procedure of the American Arbitration Association. The award of the arbitrators, or a majority of them, shall be final and judgment upon the award rendered may be entered in any state or federal court having jurisdiction. At least one member of the panel must have five (5) years of experience in the securities industry.

Arbitration or any other hearing or legal proceeding between Adviser and Client shall take place in a mutually agreed upon location. It is further understood and agreed to that, pursuant to the above arbitration clause:

- a. arbitration is final and binding on all parties;
- b. the Parties are waiving their right to seek remedies in court, including the right to jury trial, except where such waiver would be void under federal securities law, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes;
- c. pre-arbitration discovery is generally more limited than and different from
- d. court proceeding;
- e. the arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited;
- f. the panel of arbitrators will include a minority of arbitrators who were or are
- g. affiliated with the securities industry.

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Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws. Arbitration is final and binding on the parties.

24. Liability. Client understands and agrees that (A) there are significant risks associated with investing in securities, including, but not limited to, the risk that of substantial diminution in value; (B) Adviser does not guarantee the performance of the Account, is not responsible to Client for any investment losses, and the Account is not insured against loss of income or principal; (C) The Account will be invested in securities according to the Client's risk profile and subject to the information provided by the Client in the Questionnaire; and (D) the past performance of any benchmark, market index, ETF, or other Security does not indicate its future performance, and future transactions will be made in different Securities and different economic environments.

Client understands and agrees that the Account will be managed solely by Adviser issuing trading instructions to Broker/Custodian to cause the Account to follow the investment profile, based on the information Client has provided to Adviser through the online questionnaire. Client further understands that if any of the information Client provides to Adviser is or becomes incomplete or inaccurate, the Account's activities may not achieve Client's desired investment or tax strategy.

Client understands and agrees that Adviser is not responsible to Client for any failures, delays and/or interruptions in the timely or proper execution of trades or any other orders placed by Adviser on behalf of Client due to any or all of the following, which are likely to happen from time to time: (A) any kind of interruption of the services provided by Adviser's ability to communicate with the Broker; (B) algorithm malfunction, hardware or software malfunction, failure or unavailability; (C) Broker system outages; (D) internet service failure or unavailability; (E) the actions of any governmental, judicial or regulatory body; and/or (F) force majeure.

Client understands and agrees that the prices of Securities purchased or sold for the Account may be less favorable than the prices in similar transactions for other Adviser Clients.

25. Compliance with federal and state laws. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that the Client may have under federal and state securities laws.

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This Advisory Agreement shall be dated as of the time Client enters Client's electronic signature.

Client's name and electronic signature shall be incorporated by reference to fields entered through the sign-up process on the website.

Electronic Signature: [] By checking this box you consent that this action is equivalent to your written signature, and that, by doing so, you are entering into a legal agreement. You acknowledge that you have read and agreed to BCP Advisors's Client Account Agreement provisions and terms. You agree to receive all account information electronically, including the annual delivery of BCP Advisors's Form ADV and your custodial broker's statements and notifications. You certify that the information provided in this application is true and correct and you will notify BCP Advisors within thirty days of any significant changes.

Adviser approval shall be incorporated by reference to fields captured by Adviser's software systems.

EXHIBIT A

SCHEDULE OF FEES

Asset Under Management Annual Fee

BCP Advisors charges clients for its investment management services an advisory fee based on a percentage of the market value of the Assets Under Management (“AUM”) in each account.

Our tiered fee structure is shown below:

- For the first \$100,000, the client pays an annual fee up to 1.85% of the AUM.
- Then, from \$100,001 to \$500,000, the client pays an annual fee up to 1.65% of the AUM.
- Then, from \$500,001 to \$1,000,000, the client pays an annual fee up to 1.25% of the AUM.
- And then, from \$1,000,001 and up, the client pays an annual fee up to 1.10% of the AUM.

The calculation of the fees varies depending on the type of account that the Client maintains at Interactive Brokers. BCP Advisors encourages Clients to carefully review the following section describing the calculation of the advisory fees:

For clients with cash accounts, the advisory fee is automatically calculated by Interactive Brokers. The calculation is made daily based on the ending market value (“EMV”) of the assets managed by the Advisor the previous month. To make the daily calculation Interactive Brokers applies the annual tiered rate to the EMV and then divides it by 252 business days for the year. The fee charged is the sum of the daily fee calculations at the end of the month.

For clients with margin accounts, the advisory fee is calculated manually by BCP Advisors. The advisory fee calculation is based on the average of the market value (“AMV”) of the assets in the account on the first and last day of the previous month. To determine the fee rate that will be applied to the AMV, the annual tiered rate is divided by 252 business days and then multiplied by the number of business days in the month. The resulting fee rate is then applied to the AMV to determine the fee charged for the month.

Advisory fees are negotiable at our discretion. Any other arrangements with individual clients will be documented accordingly. The client shall pay BCP Advisors in arrears for services provided under the contract during each calendar month. Client hereby authorizes Adviser to instruct the custodian to debit the Management Fees directly from the account and to pay such Management Fees to Adviser.

Monthly Management Fee debits will be noted on Client’s account statements. Management Fees will be payable, first, from free credit balances, if any, in the account, and second, from the liquidation

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or withdrawal by instruction of the Adviser to the custodian of Client's share of any money market funds, or balances in any money market account. This Agreement shall serve as authorization for such liquidation or withdrawal. In the event that such free credit balances or money market assets are insufficient to satisfy payment of these Management Fees, Client agrees that Adviser may instruct the custodian to liquidate Account assets to satisfy the deficit. Client expressly acknowledges that the Adviser has the right to make these liquidations.

When services provided are for less than one calendar month, the fee will be prorated based upon the annual rate. The Adviser shall not be compensated based on capital gains upon or capital appreciation of any or all of Client's assets covered by this Agreement.